



CITY COUNCIL

Council Meeting

Angie Jenkins, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Meredith Lawson-Rowe, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, June 13, 2022

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - PASTOR HEZEKIAH MARTIN**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – May 9, 2022
7. **COMMUNITY COMMENTS**

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

- a. COTA - LinkUS Presentation
- b. Save Soil - Heather Kabler

8. COMMUNICATIONS

9. MOTIONS

- a. A Motion to Appoint Morgan McCall Syck as the New Assistant Clerk of Council
- b. A Motion to Approve a Resolution Recognizing Men's Health Month
- c. A Motion to Approve a Resolution Recognizing the City of Reynoldsburg as a Welcoming City Celebrating the Diversity of Our Residents by Acknowledging World Refugee Day
- d. A Motion to Approve a Resolution Recognizing Pride Month - June, 2022
- e. A Motion to Approve a Resolution to Adopt a Uniform Flag, Street Pole, and Right-Of-Way Policy for the City of Reynoldsburg
- f. A Motion to Approve a Resolution Stating What Services the City of Reynoldsburg Will Provide to the Proposed Annexation of Property at 7704 East Main Street.
- g. A Motion to Approve a Resolution Stating What Services the City of Reynoldsburg Will Provide to the Proposed Annexation of Property at 755 Waggoner Road
- h. A Motion to Reconsider Ordinance No. 58-2022 an Ordinance to Repeal and Replace Chapter 511 Fireworks for the Codified Ordinances of the City of Reynoldsburg

10. REPORTS

- a. **Liquor Permit**
 - 1. Via Vecchia Winery Liquor Permit.

Development, Parks & Recreation Committee

1. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the East Main Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, Creating a Community Reinvestment Housing Council, and a Tax Incentives Review Council, and Declaring an Emergency

c. Public Safety, Law & Courts Committee

1. An Ordinance Making a Transfer of Funds in the Law Department Among Various General Fund Accounts, and Declaring an Emergency

d. Public Service & Transportation Committee

1. An Ordinance to Accept an Unrecorded Deed of Sanitary Sewer Easement (1.162 Acres) from Laurel Bluff, LLC, and Declaring an Emergency

e. Finance & Administration Committee

1. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg Ohio for the Fiscal Year Beginning 2023, and Declaring an Emergency
2. An Ordinance Authorizing the Mayor to Enter into a Supplemental Agreement with Kirch Group Technology for the Period of July 1, 2022 through December 31, 2022, Appropriate Funds, and Declaring an Emergency
3. An Ordinance Authorizing the Mayor to Sign a Memorandum of Understanding with the Reynoldsburg City School District Regarding the Diversion, Equity, and Inclusion Officer

11. CONSENT AGENDA FOR EMERGENCY ADOPTION

1. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the East Main Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, Creating a Community Reinvestment Housing Council, and a Tax Incentives Review Council, and Declaring an Emergency (First Reading 5/23/2022). --- Baker. Development, Parks and Recreation Committee.

2. An Ordinance Authorizing the Mayor to Enter into a Contract with Trivium Development, LLC for the Sale of Real Property, and Declaring an Emergency (First Reading 5/23/2022). --- Salvati. Finance and Administration Committee.
3. An Ordinance Authorizing the Mayor to Enter into a Capital Improvement Construction Reimbursement Agreement with Trivium Development LLC, and Declaring an Emergency (First Reading 5/23/2022). --- Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR FIRST READING

1. An Ordinance Making a Transfer of Funds in the Law Department Among Various General Fund Accounts, and Declaring an Emergency --- Bryant. Public Safety, Law and Courts Committee.
2. An Ordinance to Accept an Unrecorded Deed of Sanitary Sewer Easement (1.162 Acres) from Laurel Bluff, LLC, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
3. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg Ohio for the Fiscal Year Beginning 2023, and Declaring an Emergency --- Salvati. .
4. An Ordinance Authorizing the Mayor to Enter into a Supplemental Agreement with Kirch Group Technology for the Period of July 1, 2022 through December 31, 2022, Appropriate Funds, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
5. An Ordinance Authorizing the Mayor to Sign a Memorandum of Understanding with the Reynoldsburg City School District Regarding the Diversion, Equity, and Inclusion Officer --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR SECOND READING

1. An Ordinance Amending Chapter 503 Unlawful Discriminatory Practices of the Codified Ordinances of the City of Reynoldsburg to Designate Conversion Therapy as a Discriminatory Act or Practice (First Reading 5/23/2022). --- Bryant. Public Safety, Law and Courts Committee.

14. OTHER COUNCIL MATTERS

15. UPCOMING MEETINGS

- a. June 16, 2022 BZBA
- b. June 18, 2022 Juneteenth Celebration
- c. June 20, 2022 City Offices Closed for Juneteenth
- d. June 25, 2022 Pride Celebration
- e. June 27, 2022 Council
- f. July 4, 2022 City Offices Closed for July 4th Celebration
- g. July 7, 2022 Planning Commission
- h. July 11, 2022 Council
- i. July 21, 2022 BZBA
- j. July 25, 2022 Council
- k. Council is in recess for the month of August

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 9, 2022**

Council President Leanora Jenkins called the meeting to order at 6:31 PM

The invocation was given by Councilmember Lawson Rowe.

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

ABSENT: Strickland

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – April 25, 2022

The meeting minutes of April 25, 2022 were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Mayor Begeny

He invited Councilmembers and the community to join him in the annual Plant Reynoldsburg on May 21st from 9am to noon, rain or shine, to help beautify City Hall and the Reynoldsburg. There may be additional litter clean-up activities.

Following the Plant Reynoldsburg event, Mayor Begeny encouraged Council members to attend the COTA Bus Rapid Transit and LinkUS project team for an afternoon of creative collaboration to gather feedback and generate ideas for transit stations that capture the unique identity of Reynoldsburg from 2-4:30pm at the Reynoldsburg Library. The public is welcome to participate to help identify what is special about Reynoldsburg more than a tomato. The City will have three stops will be located at Brice and East Main Street, Davidson/Haft, and East Main Street across from the state AG department.

Communications

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 9, 2022**

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING PRESENTED TO CITY OF REYNOLDSBURG OHIO FOR ITS ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2020

President Jenkins congratulated and recognized for reaching the Certificate of Achievement for Excellence for 2020.

Auditor Cicak thanked Council for recognizing not only the Auditor's department, but the whole City for working hard to achieve this recognition. This designation provides transparency to our rating agencies resulting in better prices when we want to secure bonds and monies. Stephanie Cornell, Joni Crawford, Carrie Schehl, and Lori Gischel work hard to maintain a high standard in the Auditor's office.

AUDITOR'S FINANCE COMPARISON MARCH 2022

Motions

A MOTION TO AFFIRM THE APPOINTMENT OF ROXANNE BURRIS TO THE CIVILIAN REVIEW BOARD

President Jenkins explained that one of the Mayor's previous appointments to the Civilian Review Board resigned. The Mayor selected Roxanne Burris to fill that vacated position. Council must affirm that appointment.

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

Reports

Liquor Permit

BROTHERS SPORTS & BAR LIQUOR PERMIT TRANSFER

Chief Baker, after an investigation of the transfer of a liquor permit to Brothers Sports & Bar LLC at 6563 Livingston Avenue, recommended that a hearing with the Ohio Division of Liquor Control was not necessary. This permit is for a Class D1 permit.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 9, 2022**

There is no Development, Parks & Recreation Committee meeting.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for May 9, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Bryant and President Jenkins.

Work Session

AN ORDINANCE AMENDING CHAPTER 503 UNLAWFUL DISCRIMINATORY PRACTICES OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO DESIGNATE CONVERSION THERAPY AS A DISCRIMINATORY ACT OR PRACTICE --- Bryant. Public Safety, Law and Courts Committee.

Attorney Shook advised that at the request of Chair Bryant, this legislation is being brought before the Committee. This Ordinance amends Chapter 503 Unlawful Discriminatory Practices. It includes a provision making conversion therapy a discriminatory act or practice. A definition for conversion therapy as well as mental health professional. It states that no mental health profession shall engage or cause another to engage in conversion therapy with a minor without regard to whether the mental health professional is compensated or receives any form of remuneration for his or her services in violation of the Section. There are several cities that have prohibited to practice including the cities of Lakewood, Athens, Kent, Dayton, Columbus, Akron, Toledo, and Cincinnati. While this Ordinance does not mirror those ordinances, it is drafted in a similar manner to those other communities. The Chair and Committee may discuss specific aspects of the policy.

Councilmember Cotner stated that this Ordinance would get some feedback and input from the community. Did the other communities place the legislation as a discriminatory practice?

Attorney Shook explained that some communities listed it under their business regulation section of the code. At least two communities placed it under the criminal law section making it a crime to participate in conversion therapy.

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Placing it under Chapter 503, I felt it would be easier from an enforcement perspective using the existing enforcement mechanisms.

Councilmember Cotner indicated that the main organizations that would be promoting conversion therapy would be religious organizations. How would this legislation impact clergy.

Attorney Shook stated that the proposal addresses only the conduct of mental health professionals, which would not include churches or clergy. This issue is for Council to decide. I put legislation together that would give Council something to debate.

Councilmember Cotner added that he was always concerned where government and religion crossed. Would praying for a person constitute trying to convert them or if a family spoke to their church would that be an attempt at conversion. He was concerned how this legislation would impact the church and religious beliefs.

Attorney Shook responded that the legislation was drafted to only address the clinical/medical practice of conversion therapy on minors. Adults have the autonomy to chose medical therapy; however, minors may need protection. The American Academy of Pediatrics Association specifically advise against physicians practicing conversion therapy.

Councilmember Cotner questioned if physicians could lose their medical licenses and if this legislation would have greater authority.

Chair Bryant requested that the legislation be brought back to Council for further discussion.

An Ordinance to Repeal and Replace Chapter 511 Fireworks of the Codified Ordinances of the City of Reynoldsburg

**Shyam Gautam
7889 Cheriton Circle**

Mr. Gautam requested that Council consider adding Diwali, the Festival of Lights, to their current firework legislation. As the state of Ohio included Diwali as one of the approved events where fireworks could be used by the public, he wanted the City of

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Reynoldsburg to also include that holiday. Lights and fireworks were a very special part of Diwali and he wanted fireworks to remain legal. He was hoping to use fireworks in the City park for that event.

Attorney Shook advised that the City would need to issue a permit for use and using fireworks. The City would likely not approve, nor would he recommend, that the City authorize such a permit. Only approved firework contractors, like Pyrotechnic, would ever been considered for firework displays.

Councilmember Pyakurel expressed concern about allowing fireworks for one festival over another. With the size of the Hindu population and the importance of the Diwali holiday, not permitting fireworks could be a problem. There also may be other holidays like Cinco de Mayo, Juneteenth, and Chinese New Year that may be important to other cultures. He felt that put Council back to square one in either allowing fireworks based on the new state law or banning them.

Chair Bryant commented that Council was currently approving specific dates for fireworks, but Diwali celebrations change from year to year. As Attorney Shook noted, we cannot have individuals shooting off fireworks in our parks. Consumer grade fireworks are not permitted in our parks. We seem to be back to square one. We need more input. If permitted, there are still the concerns for individuals with PTSD and pets. We need to decide if we are going to allow the state fireworks guidelines, ban fireworks, or a combination of holidays.

Councilmember Cotner stated that if we now include Diwali, we need to add for all of the holidays. I think it should be all or nothing or just allow for the 4th of July. He stated he did not like the idea of consumer-grade fireworks in our neighborhoods. It was risky and disturbed a lot of people. I support a complete ban on fireworks in the City.

Councilmember Salvati commented that by disallowing fireworks in our community, we are not doing much of anything. Last 4th of July when fireworks were clearly illegal, it was like a war zone with fireworks. He indicated that he could go either way, but would support banning them completely. Fireworks at midnight to 1:00am on New Year's Eve did not seem necessary.

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Councilmember Lawson-Rowe stated questioned if there was a way to compromise and have time limits on each of the state approved holidays.

Chair Bryant replied that Council can set whatever standards they wanted. The only limitation on Council was that they could not add dates not already approved by the state. She added that Council and the public needed to give some direction. If we are going to permit fireworks, we probably need to put some limits in place. She stated her preference was to amend the state law to add time limits to the allowable holidays including the New Year's holiday from 8:00pm to 11:00pm. Chair Bryant asked each member of Council there opinion on the ordinance.

Councilmember Cotner stated he would prefer that Council did not allow consumer-grade fireworks at all.

Councilmember Lawson-Rowe commented she supported a time limit on the days, but either include all days or ban fireworks.

Councilmember Baker was supportive of all or nothing, but for sure allowing fireworks during the July 4th holiday. Time limits should be set for any approved days. He added that he did not want to impede on anyone's celebration of a holiday, but there should be limits and guidelines for use in the parks.

President Jenkins did not want to see residents going to another community to celebrate their holidays. There was an incident with fireworks a few years ago. We need to be mindful that fireworks were dangerous. She added that she was close to wanting a full ban.

Chair Bryant moved to amend the Ordinance to include language allowing for fireworks on July 3rd, 4th, and 5th from 8:00pm until 10:00pm and otherwise not permitted in the City of Reynoldsburg. Second by Councilmember Pyakurel. Motion carried.

Chair Bryant moved to forward the amended Ordinance to Council for a second reading. Second by Councilmember Pyakurel. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for May 9, 2022.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 9, 2022**

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Acting Chair Councilmember Lawson-Rowe, and President Jenkins.

An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company for Construction Services Pertaining to Installing Speed Tables on Priestly Drive, Appropriating Funds, and Declaring an Emergency

Director Dorman advised that following the last meeting of Council, Council determined that not all of the bids for speed tables in the Priestley Drive neighborhood would be needed to start. Besides the existing flash lights in the area, this Ordinance will reduce the number of speed tables to just three on Priestley Drive.

Mayor Begeny added that the most effective means to handle the reduction in speed tables will be to authorize all tables, but once begun, issue a change order to reduce the total number to three. The Mayor also indicated that recent speed reports were provided in Council's packet.

Councilmember Cotner stated that according to the speed reports, most traffic was traveling under 30mph, very little speeding. There certainly are outliers. He stated that he was not sure that the speed reports show a need for speed tables. Perhaps the EMH&T engineer that provided a comment to Council was correct and the perception of how fast cars were going.

Mayor Begeny indicated that a similar discussion was held and the residents in the area were persistent in requesting speed tables. The final decision, however, is Council's.

Councilmember Cotner asked if we were amending the Ordinance as the Mayor said the Ordinance would remain the same.

Attorney Shook indicated that he would prefer to amend the Ordinance and not sign an agreement with Strawser for more money than needed.

Acting Chair Lawson-Rowe moved to amend the Ordinance to reduce the number of speed tables to three and the total cost of the project \$15,868.60. Second by Councilmember Pyakurel. Motion carried.

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Acting Chair Lawson-Rowe moved to forward this Ordinance as amended to Council for a second read. Second by Councilmember Pyakurel. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2022 Street Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman indicated that this Ordinance was part of the base bid for the street improvement project. The City elected to go with the base bid and alternates 3, 4, 5, and 6. The descriptions are provided in the Ordinance.

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

An Ordinance Authorizing the Mayor to Enter into a Contract for 2022 Sidewalk Program Phase VIII, Appropriating Funds, and Declaring an Emergency

Director Dorman advised that this year would be the second year of the City's sidewalk maintenance program. Last year's program was successful. The City will reach out to all affected residents to advise them of the project and the process. Residents have the opportunity to make sidewalk repairs on their own. Should they choose not to make the necessary repairs, the City will complete the repairs. The residents would then pay the City directly or be assessed. Council recently approved the assessments for 2021, but the City had about 80% of the residents pay for repairs directly.

Councilmember Baker asked when repairs would be made to Brice Road north of East Main Street. The road is very deteriorated. Additionally, the City needs to begin thinking about repairs to Rosehill. Also, could the light at Rt. 256 and Livingston Road be sync to allow for more vehicles to pass through the left turn signal. Traffic backs up really badly in that area.

Director Dorman advised that the last repairs to the northern portion of Brice Road were just mill and paved. No work was done to repair the base portion of the roadway. That left a lot of bumpy portions of the road. We are aware of all of the upcoming projects along Brice Road. Mr. Dorman added that there will be repairs to the water and sewer lines shortly, so we want to hold off on paving until those projects are complete. We also would be addressing the intersection of East Main Street and Brice Road.

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Mayor Begeny advised that the City was checking into a federal grant program that would provide \$5 million in grant funding that could be used to make repairs to Brice Road corporation limit to corporation limit. The federal grant process was more laborious with a possible project start date of 2026, if a grant were awarded.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to Inspection Services for the 2022 Street Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman indicated that this contract goes hand in hand with the street improvement project. The City's engineer, EMH&T, would be present daily during all of these construction projects to assure that the projects are being completed to specs and to code.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction Pertaining to the East Main Street Phase II Improvement Project (Jackson Street to Waggoner Road), Appropriating Funds, and Declaring an Emergency

Director Dorman advised that this Ordinance would award the Phase II portion of the East Main Street project to Complete General Construction. This project was part of an OPWC grant, so the project is required to begin by July. We are asking for a single-read emergency.

Councilmember Pyakurel asked when the East Main Street project would be complete.

Director Dorman advised that the project on the north side of the street would be complete and both lanes would be reopened. However, the south side of the street will remain one lane while the sidewalks and a new wall will be rebuilt causing the closure of Jackson Street for about ten days. The City was working with Columbia

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Gas to move quickly on Phase II of the project that should allow Phase II to be completed far faster than Phase I.

Councilmember Lawson-Rowe asked about the repairs to the brick walls by Wendy's.

Director Dorman indicated that the streetscape for East Main Street would be part of the budget in 2023. The current streetscape was not installed to prevent water infiltration and no maintenance program was ever put in place to maintain. The City would be working with EMH&T to determine the best way to repair and update the streetscape.

Acting Chair Lawson-Rowe moved to forward the Ordinance to Council as a single-read emergency. Second by Councilmember Pyakurel. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services Relating to the East Main Street Improvement Project Phase II (Jackson Street to Waggoner Road), and Declaring an Emergency

Director Dorman explained that EMH&T would be inspecting and monitoring Phase II of East Main Street. These inspection fees are a reimbursable part of the grant.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology Inc. Pertaining to the 2022 Street Improvement Project (Preventative Maintenance), Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this project was the second year of this maintenance program to maintain street project longer. The process would be to spray on a preservative to pavements that permeate the asphalt and allow for longer wear.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2022 Street Improvement Project (Contract A), Alternate #11 Reynoldsburg Police Department West Parking Lot, Appropriating Funds, and Declaring an Emergency

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Director Dorman indicated that this project was authorized by Council at the end of last year. The police department does not hold the existing parking needs of the department and there was no perimeter protection to the vehicles or staff. Canopies for the vehicles would also be included to keep vehicles under cover during winter months.

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with the U.S. Department of the Interior U.S. Geological Survey for a Water Level Monitoring Device, Appropriating Funds Therefor, and Declaring an Emergency

Mayor Begeny explained that partnering with the Department of the Interior would be an opportunity to place a device to monitor the water levels on Blacklick Creek. Notification would be sent to residents as an early alert. The cost to the City would be \$12,500 with the Department of Interior handling the maintenance in 2022. The City would be responsible for annual maintenance beginning in 2023. The City was asking for a single-read emergency to move this project forward heading into the spring, rainy months.

Councilmember Pyakurel asked about how long this equipment would last.

Mayor Begeny indicated the equipment should last quite a number of years. The City would work with the Department of Interior to determine the best location for the streamgauge.

Acting Chair Lawson-Rowe moved to forward the Ordinance to Council as a single-read emergency measure. Second by Councilmember Pyakurel. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for May 9, 2022

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

An Ordinance Reauthorizing the Mayor to Establish a Process and Eligibility Requirements for a Grant Program Directed Toward Female, Minority, and Veteran

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Owned New Businesses in the City of Reynoldsburg and Appropriating Funds Therefor

Mayor Begeny explained that Council had approved this Ordinance at the end of 2021; however, the City was unable to get the funds distributed in 2021 in order to meet all of the federal funding requirements. We are asking for a single-read emergency in order to get these funds distributed. The funding was already read to distribute to three female owned businesses, three minority owned business and one veteran owned business. The City hopes to distribute these funds and see if additional funds could be authorized for distribution later in the year.

Chair Salvati moved to forward this Ordinance to Council as a single-read emergency. Second by Councilmember Baker. Motion carried.

Consent Agenda for Emergency Approval

42-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO THE EAST MAIN STREET PHASE II IMPROVEMENT PROJECT (JACKSON STREET TO WAGGONER ROAD), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

43-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES RELATING TO THE EAST MAIN STREET IMPROVEMENT PROJECT PHASE II (JACKSON STREET TO WAGGONER ROAD), AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

44-2022

AN ORDINANCE REAUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS THEREFOR --- Salvati. Finance and Administration Committee.

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

45-2022

45-2022 : BLACKLICK CREEK STREAMGAGE --- Strickland. Public Service and Transportation Committee.

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

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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51-2022

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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

53-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2022 SIDEWALK PROGRAM PHASE VIII, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

52-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE 2022 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

55-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT (PREVENTATIVE MAINTENANCE), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

56-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT (CONTRACT A), ALTERNATE #11 REYNOLDSBURG POLICE DEPARTMENT WEST PARKING LOT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Second Reading

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL May 9, 2022

RESULT: **REFERRED TO COUNCIL**

57-2022

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO VARIOUS ACCOUNTS IN THE PARKS AND RECREATION DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

58-2022

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 511 FIREWORKS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Bryant. Public Safety, Law and Courts Committee.

54-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE INSTALLATION OF SPEED TABLES ON PRIESTLEY DRIVE, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Third Reading

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

46-2022

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2021) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

47-2022

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 9, 2022**

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2021) FOR COLLECTION BY THE LICKING COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

48-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAUREL BLUFF DEVELOPMENT PROJECT --- Strickland. Public Service and Transportation Committee.

49-2022

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR AND MAINTENANCE PROGRAM (2022) --- Strickland. Public Service and Transportation Committee.

50-2022

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR SIDEWALK REPAIRS AND REPLACEMENT COST INCURRED BY THE CITY OF REYNOLDSBURG IN 2021 --- Strickland. Public Service and Transportation Committee.

Other Council Matters

Councilmember Lawson Rowe commented that Franklin County Auditor Michael Stinziano was hosting an affordable housing resource seminar on May 14th from 1-4pm at Westgate Community Center, 455 Westgate Drive in Columbus. The Juneteenth event is hosting a free Youth Talent Show on June 17th at 6:00pm at the YMCA Community Center and the Juneteenth event on Saturday, June 18th from 10am to 4pm in Huber Park for food, fun, live entertainment, and fellowship.

Councilmember Pyakurel advised that May was Asian American Heritage Month. As part of that celebration, the Visitor's Bureau was hosting a Multicultural Day on May 21st at the Livingston High School from 1 to 4pm. He encouraged all residents to stop by and check out the event.

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (Approval of Minutes)

Reynoldsburg

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL May 9, 2022

Councilmember Baker recognized and thanked all of the doctors, nurses, fire and police officers, logistic staff, retail workers, and especially teachers for continuing to work through this pandemic. They have kept the country moving during this pandemic. He also congratulated all of the graduating seniors.

Upcoming Meetings

May 19, 2022 BZBA

May 23, 2022 Council

May 30, 2022 Memorial Day City Offices Closed

June 2, 2022 Planning Commission

June 13, 2022 Council

June 16, 2022 BZBA

June 20, 2022 Juneteenth Day City Offices Closed

June 27, 2022 Council

Adjournment

Mollie Prasher
Mollie Prasher, Clerk of Council

Leanora Jenkins
Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of May 9, 2022 6:30 PM (Approval of Minutes)

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

DATE: June 13, 2022**TO:****RE: Appointment of New Assistant Clerk of Council**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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After posting the position and interviewing candidates, Morgan McCall Syck has been selected as the new Assistant Clerk of Council. This position is part-time. Morgan is new to Ohio moving from North Carolina and originally being from South Carolina. Morgan graduated from Clemson in 2021. She served as an intern for Congressman Jeff Duncan's District Office and Governor Henry McMaster's re-election campaign.

Morgan McCall Syck

(864)710-9805 • Columbus, OH • morgansyck@gmail.com

EXPERIENCE

Thomas

Server

January 2022 - April 2022

Highland Country Club | Fayetteville, NC

- Serving, bartending, and assisting members with day to day tasks while finding creative ways to meet their individualized needs; communicating and working with up to 200 members a day.
- Worked at large events and parties with up to 300+ guests, communicated with members about upcoming events.

Sales and Services Representative II/ Teller

July 2021 - December 2021

First Citizens Bank | Fayetteville, NC

- Accurately and efficiently process and record routine transactions for bank customers including cashing checks and money orders, accepting deposits and withdrawals, processing different forms of payment and money transfers. Promote and advise on the bank's products and services. Discuss different ways people can enhance their banking experience and make sure their products and services are exactly what they need to best benefit them.
- Identify different referral opportunities and make appointments for customers to further their relationship with us.

Server and Bartender

May 2020 - October 2020, April 2021 - July 2021

The Cliffs at Keowee Springs | Six Mile, SC

- Serving, bartending, communicating with members, and other hospitality tasks to best serve our club members to make their experience exceed their expectations every day.
- Kept up with stock and inventory and updated our order list when needed, assisted in creating seasonal drinks and choosing featured cocktails for the week.

Barista

January 2020 - November 2020

Starbucks | Clemson, SC

- Completed barista training and worked in all positions sufficiently, including hot and cold bar, pastries, cleaning and assisting, and the register using our POS system. Served and created custom drinks for 250+ students and professors daily while also communicating with the customers if a misunderstanding were to occur to solve the issue as quickly and effectively as possible.

Internships

Congressman Jeff Duncan's District Office | Anderson, SC | Summer 2019

- Took 10+ phone calls per day, responded to mail and emails daily, and improved our constituent database by continuously updating and correcting the information.
- Worked directly with constituents, communicating effectively with lawmakers at the federal level to ensure each constituent was directed to the right department.
- Attended important meetings and took effective notes on key points, and utilized this information at the end of the internship to write a summary paper.

Governor Henry McMaster's Re-election Campaign | Greenville, SC | Summer 2018

- Answered phone calls, hosted campaign call nights, and regional canvassing with a team of Gov. McMaster's campaign staff.
- Attended campaign and sponsor events, met and worked with politicians and the public.

EDUCATION

Clemson University | Bachelor of Science in Political Science

2017-2021

- GPA: 3.4/4.0
- Concentration in Public Administration

SKILLS AND AWARDS

Interpersonal relations, adaptable, organizational skills, knowledge of ArcMap and IQ database management and proficient in Microsoft and Google programs.

Clemson University Homecoming Queen, 2018-2019 | Travel volleyball coach for a 14u and 16u team through Chain Breakers Volleyball Club, 2020-2021

Attachment: Morgan McCall Syck (Appointment of New Assistant Clerk of Council)

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

MOTION REQUEST

DATE: **June 13, 2022**

TO:

RE: **Men's Health Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A RESOLUTION RECOGNIZING MEN’S HEALTH MONTH

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African-American men having the lowest life expectancy; and

WHEREAS, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

WHEREAS, men, who are educated about the value that preventive health can play in prolonging their lifespan and their role as productive family member, will be more likely to participate in health screenings; and

WHEREAS, fathers, who maintain a healthy lifestyle, are role models for their children and have happier, healthier children; and

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

WHEREAS, Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

WHEREAS, Men's Health Month focuses on a broad range of men's health issues including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Reynoldsburg that we do hereby proclaim June 2022

MEN'S HEALTH MONTH

and encourage Reynoldsburg residents to increase awareness of the importance of a healthy lifestyle, regular exercise, medical check-ups, and pursue preventive health practices and early detection efforts.

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

DATE: June 13, 2022**TO:****RE: Recognize World Refugee Day**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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**A MOTION TO APPROVE A RESOLUTION RECOGNIZING THE CITY OF
REYNOLDSBURG AS A WELCOMING CITY CELEBRATING THE DIVERSITY
OF OUR RESIDENTS BY ACKNOWLEDGING WORLD REFUGEE DAY**

WHEREAS, around the world during the past decade, over 84 million people have been forced to flee their homes and countries because of wars, human rights abuses, and fear of persecution because of their race, religion, nationality, political opinion, or membership in a social group; and

WHEREAS, the United Nations General assembly unanimously adopted, on December 4, 2000, a resolution naming June 20th annually as World Refugee Day to honor the courage, strength, and resilience of forcibly displaced persons around the world; and

WHEREAS, the central Ohio community is recognized as welcoming and offered hope and safety to thousands of refugees since World War II; and

WHEREAS, the City of Reynoldsburg has demonstrated leadership and compassion by welcoming refugees and immigrants of all nations to our community; and

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

WHEREAS, the City of Reynoldsburg is home to a diverse population of refugees and immigrants, adding to the economic strength, social, religious, and cultural richness of our community; and

WHEREAS, with the current crisis in the Ukraine more than 7 million Ukrainians have become refugees seeking safety in countries throughout the world; and

WHEREAS, the United States is expected to welcome 100,000 Ukrainians with many likely settling in central Ohio; and

WHEREAS, Reynoldsburg City Council encourages our residents to learn more about the diverse and varied immigrants in our community and to value the diversity and rich cultures they bring to all of us.

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF REYNOLDSBURG that this Council does hereby recognize and declare June 20, 2022 as World Refugee Day in the City of Reynoldsburg.

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

DATE: June 13, 2022**TO:****RE: Pride Month Resolution**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A MOTION TO APPROVE A RESOLUTION RECOGNIZING PRIDE MONTH**JUNE, 2022**

WHEREAS, Pride Month began in June, 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ persons and their allies rose up to fight against discriminatory laws, which have since been declared unconstitutional; and

WHEREAS, the City of Reynoldsburg denounces prejudice and unfair discrimination based on age, race, religion, national origin, sexual orientation, gender identity or gender expression, and is a City of Respect, where all persons should feel valued, safe, welcomed, respected, and affirmed by the community; and

WHEREAS, all are welcome in Reynoldsburg to live, work, and play, and every family, in all of its various forms, deserve a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, Reynoldsburg appreciates the value and dignity of each person, recognizes the importance of equality and freedom, and acknowledges the positive contributions made by

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

members of the LGBTQ+ community to actively promote principles of equality and acceptance;
and

WHEREAS, the City of Reynoldsburg celebrates the LGBTQ+ community specifically on June 25, 2022 with an official Pride Day Celebration.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we, the City Council of Reynoldsburg, do hereby proclaim the month of June 2022 as

PRIDE MONTH

in Reynoldsburg and urge our residents to reflect on the ongoing struggle for equality that members of the LGBTQ+ community face and celebrate their contributions to our City.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****MOTION REQUEST****DATE: June 13, 2022****TO:****RE: City Flag Policy**

Approval:

Joe Begeny	Completed Chris Shook	Stephen Cicak
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In *Shurtleff v. City of Boston*, decided May 2, 2022, the United States Supreme Court held that the City of Boston's flag-raising program did not constitute government speech, in part because the City did not have a written policy. Thus, when the City of Boston declined to fly a certain flag upon the request of a private party, the City violated that private party's First Amendment rights. The City of Reynoldsburg has a right to government speech on its property and it is in the best interests of the City to set forth the written parameters upon which such property is used for governmental speech. By approving this policy, the City would retain the ability to determine how its property is used to convey messages on behalf of the local government.

A Motion to Approve a Resolution to Adopt a Uniform Flag, Street Pole, and Right-of-Way Policy for the City of Reynoldsburg

WHEREAS, the City deems it necessary to establish a formal flag, street pole, and right of way policy in order to best comply with the United States Supreme Court decision of *Shurtleff v. Boston*, decided May 2, 2022.

WHEREAS, this City Council has reviewed the policy prepared by the Mayor, in consultation with the City Attorney's Office, and finds the same to be well taken, and hereby adopts the same.

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg, Ohio:

Section 1. That Council hereby adopts a City flag policy directing City Administration to comply with the same, subject to modifications by Council by any future resolution.

Section 2. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.



FLAG, STREET POLE, AND RIGHT OF WAY POLICY

The City's flagpoles, street poles, sidewalks, parking lots, and streets are not intended to serve as a forum for free expression by the public, and the display of any and all ceremonial flags, banners, and/or other art upon the City's flagpoles, street poles, sidewalks, parking lots, and streets by the City of Reynoldsburg is up to the discretion of the City.

Ceremonial Flags and banners reflect the speech of the City of Reynoldsburg, and may identify with a historical event, holiday, cause, or people group that the City Council wishes to commemorate in accordance with the City's values and priorities.

Ceremonial and Commemorative Flags

1. As an expression of the City's official sentiments, the City may approve a ceremonial flag to be displayed on City Hall property.
2. Any approved ceremonial flag to be displayed on City Hall property is City speech and is not intended to reflect the speech of the public.
3. The Reynoldsburg City Council may approve all ceremonial flags by resolution, and the schedule may only be amended by resolution.
4. The resolution may specify the event, cause, or group being commemorated as well as a specific time frame for its display.
5. An approved ceremonial flag will be displayed for a reasonable time for that subject to be commemorated. What constitutes a reasonable time frame is determined by City Council.
6. Approved ceremonial flags will be purchased by the City of Reynoldsburg or may be temporarily provided to the City for its approved display only.
7. Any Ceremonial flag displayed at Reynoldsburg City Hall will be displayed in accordance with any Federal or State laws concerning the display of flags on government property.

Reynoldsburg

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Street Pole Flags and Banners

1. As an expression of the City's official sentiments, the City may approve ceremonial flags or banners to be displayed on the street poles within the City of Reynoldsburg.
2. Any approved flags or banners to be displayed on street poles in the City are City speech and are not intended to reflect the speech of the public.
3. The Reynoldsburg City Council may approve all flags and banners by resolution, and the schedule may only be amended by resolution.
4. The resolution may specify the specific event, cause, or group being commemorated as well as a specific time frame for their display.
5. Approved flags or banners will be displayed for a reasonable time for that subject to be commemorated. What constitutes a reasonable time frame is determined by City Council.
6. Approved flags and banners will be purchased by the City of Reynoldsburg or may be temporarily provided to the City for its approved display only.

Sidewalks, Parking Lots, and Streets

1. As an expression of the City's official sentiments, the City may approve certain art and/or painting of sidewalks, streets, and parking lots, owned or maintained by the City, to be displayed within the City of Reynoldsburg.
2. Any approved art or painting to be displayed on sidewalks, streets, and/or parking lots owned and maintained by the City are City speech and are not intended to reflect the speech of the public.
3. The Reynoldsburg City Council may approve such art and/or painting by resolution, and the schedule may only be amended by resolution.
4. The resolution may specify the specific event, cause, or group being commemorated as well as a specific time frame for display.

Reynoldsburg

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5. Approved art and/or paintings will be displayed for a reasonable time for that subject to be commemorated. What constitutes a reasonable time frame is determined by City Council.
6. Approved art and/or painting will be paid for by the City of Reynoldsburg or may be temporarily provided to the City for its approved display only.

APPROVED CEREMONIAL ACTIONS

1. Ceremonial or Commemorative Flags Upon the City's Flag Pole Outside City Hall
 - a. Rainbow Flag commemorating the month of June as Pride Month.
 - b. Juneteenth Flag commemorating the holiday of Juneteenth.
 - c. Thin Blue Line Flag commemorating Police Officer Memorial Week.
 - d. Tree City USA Flag commemorating recognition by the Arbor Day Foundation.
 - e. Macedonian Flag commemorating the Macedonian Festival in the City of Reynoldsburg.
2. Street Pole Flags and Banners
 - a. Military Banners consistent with the City's Military Banner Program.
 - b. School Banners recognizing student athletes associated with the Reynoldsburg City School District
 - c. Event Banners promoting events in the City that are City-sponsored events, and such banners may include sponsors of the City or events upon the discretion of the City
3. Sidewalks, Parking Lots, and Streets
 - a. Any art and/or street, parking lot, or sidewalk painting that commemorates an event recognized by the Council of the City of Reynoldsburg, including those events specified for commemoration on the City's flag pole.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****RESOLUTION REQUEST****DATE: June 13, 2022****TO:****RE: Proposed Annexation Service Agreement 7704 East Main Street**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG
WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 7704 EAST
MAIN STREET**

WHEREAS, Ruvane Kurland, on behalf of Truth is Music LLC, is the owner of approximately 2.75+/- acres of land located at 7704 East main Street, Parcel #263-000919 and is 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

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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.
- 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, stormwater, snow plowing, and sign and guardrail maintenance.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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.

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

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

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. This Resolution is effective on the earliest date permitted by law.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2 Pursuant to ORC §709.023



Property Information

Site Address: 7704 E. Main Street, Reynoldsburg, OH 43068

Parcel ID(s): 263-000919 Total Acreage: 2.75 +/- Acres

From Township: Truro To Municipality: Reynoldsburg

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: Truth is Music LLC

Address: 7511 Jenkins Drive, Canal Winchester, OH 43110

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: David Hodge, Underhill & Hodge LLC

Address: 8000 Walton Parkway, Suite 260
New Albany, OH 43054

Phone # 614.335.9320

Fax # 614.335.9329

Email: david@uhlfirm.com

Staff Use Only

Case # ANX- 22-22

Hearing Date: 7/5/22

Date Filed: 5/31/22

Fee Paid: \$250.00

Receipt #: 22-01893

Received By: Matt Brown

Notification Deadline (5 days):

6/6/22

Svc Statement Deadline (20 days):

6/21/22

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.

By: David Hodge
David Hodge, attorney for owner
Property Owner

5/24/2022
Date

Reza Hodge
Property Owner

5/24/22
Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

**EXPEDITED TYPE II PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE CITY OF REYNOLDSBURG
OF ±2.75 ACRES
IN THE TOWNSHIP OF TRURU**



*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 hereinafter described, consisting of ±2.75 acres, more or less, located in the Township of Truro, which area is contiguous along 889 feet or 47% and adjacent to the City of Reynoldsburg, does hereby request that said territory be annexed to the City of Reynoldsburg according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed ONE (1) OWNER(S) OF REAL ESTATE.

David Hodge, Esq., Eric Zartman, Esq. and Aaron L. Underhill, whose address is 8000 Walton Parkway, Suite 260, Columbus, Ohio 43054, are hereby appointed Agents for the undersigned Petitioner, as required by Section 709.02 of the Ohio Revised Code. Said agents are hereby authorized to make any amendment, deletion, and/or supplementation which in their absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to do so in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of the Petition and/or Plat. Said amendment shall be made by the presentation of an amended plat and description to the Board of County 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 SAID SPECIAL ANNEXATION PROCEDURE.

[Petition signatures on following counterpart pages]

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 SAID SPECIAL ANNEXATION PROCEDURE.

NAME

DATE

ADDRESS

Truth is Music LLC

5/24/22

7511 Jenkins Drive
Canal Winchester, OH 43110

By: 

Name: Ryan Kurland

Title: Partner LLC

PROPERTY OWNER PERMISSION

I, Ruvane Kurland, being the authorized member of Truth is Music, LLC, an Ohio limited liability company (the "Company"), swear that the Company is the owner of the following described real estate (the "Property"):

Auditor's Parcel Number: Franklin County Auditor Parcel Number 263-000919

The Company hereby authorizes Ruvane Kurland to act on the Company's behalf, including executing a petition to pursue to completion an annexation of the Property from Truro Township to the City of Reynoldsburg and to take any reasonable action in order to do so.

Truth is Music LLC,
an Ohio limited liability company

By: 

Name: Ruvane Kurland

Title: member

Date: 5/24/22

**Adjacent Property Owners
Annexation of 2.75 +/- Acres
From Truro Township
to
City of Reynoldsburg**

Waggoner Road Development LLC
257 Grove City Road
Slippery Rock, PA 16057
PN: 060-000208 & PN: 060-009282

City of Reynoldsburg Graveyard
8029 E. Main Street
Reynoldsburg, OH 43068
PN: 060-000069

7721 E Main Street LLC
412926 Edgewood Court
Pickerington, OH 43147
PN: 060-000964

Wilson-Baldwin Enterprises Ltd.
7721 E. Main Street
Reynoldsburg, OH 43068
PN: 060-000993

Gokul Khadka, et al.
7679 E. Main Street
Reynoldsburg, OH 43068
PN: 060-000078

Marat Babayev
2182 E. Livingston Avenue
Bexley, OH 43209
PN: 060-002828 & 263-000621

Continental Investments Property
Management
4425 W. Airport Fwy, Suite 475
Irving, TX 75062-5853
PN: 060-002813

Reynoldsburg Post 9473
Veterans of Foreign Wars of USA, Inc.
1420 Waggoner Road
Reynoldsburg, OH 43068
PN: 263-000195

Clearfield Holdings LLC, Tr. (MB
Trust Agreement Dated May 18, 2020)
7058 Blakemore Lane
Dublin, OH 43016
PN: 263-000123



ANX-22-22

Proposed annexation of 2.75 acres from Truro Township to the City of Reynoldsburg

060-000208-00
WAGGONER ROAD DEVELOPMENT LLC
IN: 202203180043460
75 ACRES

030-000232-0
WAGGONER ROAD DEVELOPMENT LLC
IN: 202203180043460
3.50 ACRES

Existing City of
Reynoldsburg
Corporation Line
Ord 52-05
Recorded in
201103210038065

RECEIVED

MAY 19 2022

Franklin County Engineer
Cynthia D. DeBenedictis, D.E., D.C.

ADJOINING PROPERTY OWNERS

1. WAGGONER ROAD DEVELOPMENT LLC
2. CONTINENTAL INVESTMENTS
3. BABAYEV MARAT
4. CLEARFIELD HOLDINGS LLC TR
5. REYNOLDSBURG POST 9473
6. CITY OF REYNOLDSBURG

060-000069-00
CITY OF REYNOLDSBURG
GRAVE YARD
1.62 ACRES

Reynoldsburg
municipal annexations
Ordinance Year 1882
Recorded in Plat Book 3,
Page 326

060-0002813-00
CONTINENTAL INVESTMENTS
O.R. 16491 F/17
5.179 ACRES

Existing City of
Reynoldsburg
Corporation Line
Ord 151-56
Recorded in
Misc. Rec. 140
Page 21

060-000306-00
REYNOLDSBURG POST 9473
1.20 ACRES

263-000195-00
REYNOLDSBURG POST 9473
D.B. 3008 PG. 670
30 ACRES

7704 E. MAIN ST.
Parcel ID: 263-000919-00
TRUTH IS MUSIC LLC
IN: 202201130009850
2.75 acres +/-

Situate in the State of Ohio, County of Franklin,
Township of Truro, located in Section 7, Half
Section 8 East, Township 16 North Range 20
West Refugee Lands Parcel ID: 263-000919-00
TRUTH IS MUSIC LLC
2.75 acres +/-

Total perimeter of annexation is 1833', of
which 889' is contiguous with the City of
Reynoldsburg, having 47% contiguity.

Existing City of Reynoldsburg
Corporation Line

Proposed Annexation Line

Proposed Area
to be Annexed

060-002828-00
BABAYEV MARAT
IN: 201805110057184
256 ACRES

263-000621-00
BABAYEV MARAT
IN: 201805010057184
45 ACRES

Existing City of
Reynoldsburg
Corporation Line
Ord 151-56
Recorded in
Misc. Rec. 140
Page 21



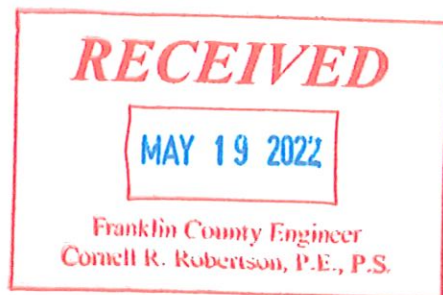
Reynoldsburg
municipal annexations
Ord 406-56
M.R. 92, PG. 179

E. MAIN ST. U.S. 40

Survey based on records
found on website
franklincountyauditor.com

SCALE: 1"=85'

Instrument prepared by Stuart Stull from records and does not represent an actual survey



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By FR/SN Date 5/19/2022

Proposed 2.75 +/- Acre Annexation from Truro Township to the City of Reynoldsburg, Franklin County, State of Ohio

Situated in County of Franklin, in the State of Ohio and in the Township of Truro; and bounded and described as follows:

Being a part of half section 8 E, Township 16, Range 20, Refugee Lands and being a 2.75 acre tract, said 2.75 acre tract being all of a 2.73 acre tract conveyed to Truth Is Music LLC of record in instrument 202201130009850 and part of E. Main St. and bounded and described as follows:

Beginning at the intersection of the northern edge of the existing corporate boundary of Reynoldsburg, in Ordinance 406-56 of record in Miscellaneous Record 92 Pg. 179 and the southwesterly corner of a 0.45 acre tract conveyed to Marat Babayev in instrument 201805010057194. following said Reynoldsburg corporate boundary and through a portion of the E. Main St. (U.S. 40), 82' right of way, in a southwesterly direction 202'±, to a point on the easterly corporate boundary of Reynoldsburg of record in Plat Book 3 Pg. 326;

Thence along said easterly corporate boundary of Reynoldsburg in a northeasterly direction, 30'± to a point in the northerly right of way line of E. Main St. and the southerly line of a 0.16 acre tract Conveyed to Clearfield Holdings LLC TR in Instrument 202108050138672;

Thence with the southerly line of said 0.16 acre tract in a northeasterly direction 25'± to a point in the southeasterly corner of said 0.16 acre tract and the southwesterly corner of said 2.73 acre tract;

Thence with the easterly lines of said 0.16 acre tract and a 0.30 acre tract conveyed to Reynoldsburg Post 9473 of record in Deed Book 3008 Pg. 670 and the westerly line of said 2.73 acre tract in a northeasterly direction 528'± to an iron pipe at a post in a corner occupied by the graveyard owned by the City of Reynoldsburg;

Thence in a northwesterly direction along said graveyard and the westerly line of said 2.73 acre tract the following 2 courses:

- 1) northwesterly 63'± to an iron pipe;
- 2) northwesterly 88'± to a point in the southerly line of a 0.75 acre tract conveyed to Waggoner Road Development LLC in instrument 202203180043460;

Thence along the southerly lines of said 0.75 acre tract and a 3.50 acre tract conveyed to Waggoner Road Development, LLC in instrument 202203180043459 and with the existing southerly corporation line of Reynoldsburg in ordinance 52-08 and instrument 201103210038065 in a southeasterly direction 269.5'± feet to an iron pipe in southeasterly corner of said 3.50 acre tract and the westerly line of a 6.179 acre tract conveyed to Continental Investments in Official Record 6491F17 and the westerly existing corporation line of Reynoldsburg in Ordinance 151-66 and Miscellaneous Record 140 Pg. 21;

Thence with the westerly corporation line of Reynoldsburg and said 6.179 acre tract, a 0.256 acre tract conveyed to Babayev Marat in instrument 201805010057194, and said 0.45 acre tract 645.8'± feet to the place of beginning containing 2.75 acres more or less.

Total perimeter of annexation is 1883', of which 889' is contiguous with the City of Reynoldsburg, having 47% contiguity.

Instrument is prepared by Stuart Stull from records and does not indicate an actual survey and is not intended to leave a gap between or overlap existing corporate boundaries.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****RESOLUTION REQUEST****DATE: June 13, 2022****TO:****RE: Proposed Annexation Service Agreement for 755 Waggoner Road**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG
WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 755
WAGGONER ROAD**

WHEREAS, Havens Corner & Dixon LLC is the owner of approximately 7.70+/- acres of land located at 755 Waggoner Road, Parcel #263-001065 and is 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

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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.
- 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, stormwater, snow plowing, and sign and guardrail maintenance.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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.

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

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

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. This Resolution is effective on the earliest date permitted by law.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

RECEIVED

MAY 31 2022

Franklin County Planning Department
Franklin County, OH

Property Information

Site Address: 755 Waggoner Road, Reynoldsburg, OH 43068

Parcel ID(s): 263-001065 Total Acreage: 7.70 +/- Acres

From Township: Truro To Municipality: Reynoldsburg

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: Havens Corner & Dixon LLC

Address: 755 Waggoner Road, Reynoldsburg, OH 43068

Phone # (614) 599-2393

Fax #

Email: Brad@accidb.com

Attorney/Authorized Agent Information

Name: David Hodge, Underhill & Hodge LLC

Address: 8000 Walton Parkway, Suite 260
New Albany, OH 43054

Phone # 614.335.9320

Fax # 614.335.9329

Email: david@uhlfirm.com

Staff Use Only

Case # ANX- 23-22

Hearing Date: 7/5/22

Date Filed: 5/31/22

Fee Paid: \$250.00

Receipt #: 22-01884

Received By: Matt Brown

Notification Deadline (5 days):

6/6/22

Svc Statement Deadline (20 days):

6/21/22

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.

By:

David Hodge, attorney for owner
Property Owner

Date

5/6/2022

Property Owner

B. H. H. / M. P. of Havens
Corners & Dixon LLC. 5-6-2022

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

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 SAID SPECIAL ANNEXATION PROCEDURE.

NAMEDATEADDRESS

Havens Corner & Dixon LLC

755 Waggoner Road
Reynoldsburg, OH 43068

By:

*Brad Sutherland MM/Pres of Havens
Corner & Dixon LLC*

Name:

Brad Sutherland

Title:

MM

Adjacent Property Owners
Annexation of 7.70 +/- Acres
From Truro Township
to
City of Reynoldsburg

Lawrence Derusha
700 Caton Drive
Reynoldsburg, OH 43068
PN: 060-007801

Lori Mattison-Koznesoff
708 Caton Drive
Reynoldsburg, OH 43068
PN: 060-007802

Gerald Logan and Angela Young
709 Caton Drive
Reynoldsburg, OH 43068
PN: 060-007803

Edwin and Janet Jolly
701 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007959

Nikola and Biljana Tanchevska
697 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007960

Bradley and Michelle Chadwell
693 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007961

David and Connie Lee
691 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007962

Gregory and Tricia Young
689 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007963

Bhakta and Damber Kafley
687 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007964

Jeffrey and Xali Oxenreider
685 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007965

Randy and Diane Osborn, Trustees
681 Culpepper Drive
Reynoldsburg, OH 43068
PN: 060-007966

Barry and Blanche Foster
7473 Rodebaugh Road
Reynoldsburg, OH 43068
PN: 060-001116

Cory and Braden Gueth
524 Saddletree Drive
Reynoldsburg, OH 43068
PN: 060-001067

Mary Margaret Moore
7490 Smithfield Court
Reynoldsburg, OH 43068
PN: 060-001594

Kevin and Janelle Bigham
7492 Smithfield Court
Reynoldsburg, OH 43068
PN: 060-001593

Thomas Braden
7494 Smithfield Court
Reynoldsburg, OH 43068
PN: 060-001592

Steven Hatton and Tami Williams
7600 Asden Court
Reynoldsburg, OH 43068
PN: 060-009300

Arthur Baer, Trustee
766 Waggoner Road
Reynoldsburg, OH 43068
PN: 263-000148, 263-000279 & 263-000924

Ronald and Joyce Day
733 Waggoner Road
Reynoldsburg, OH 43068
PN: 263-001241 & 263-001210

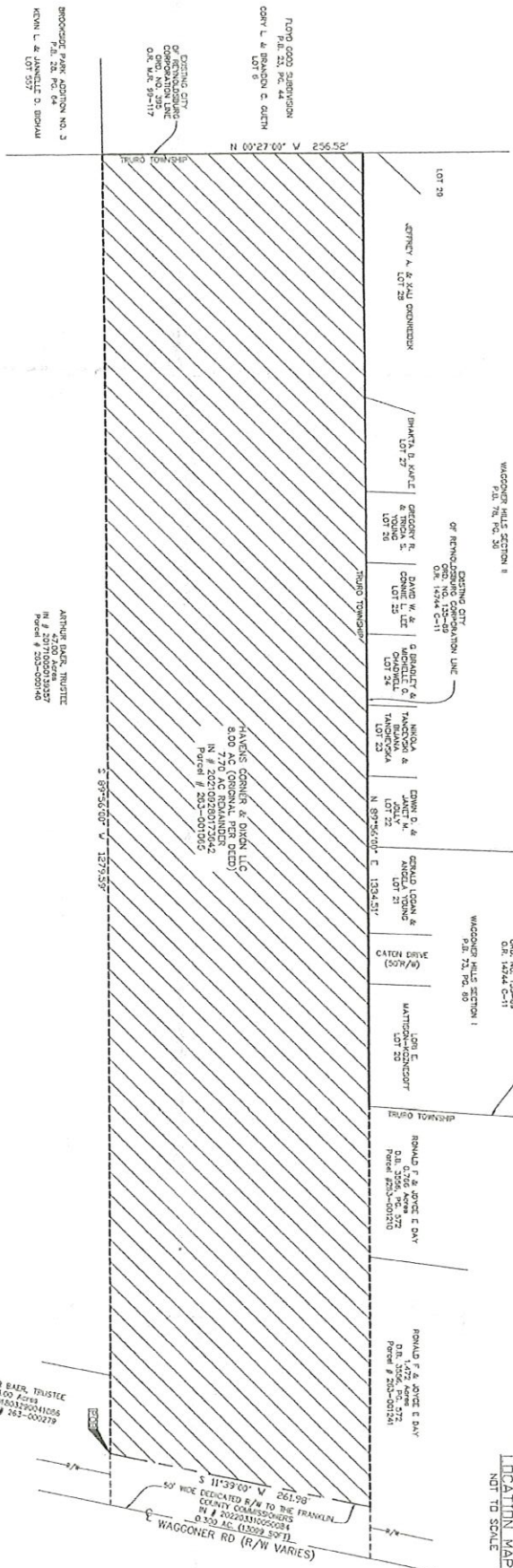
Judy Brammer
207 River Forest Road
Pataskala, OH 43062
PN: 263-000926



ANX-23-27

PROPOSED ANNEXATION 7.70 ACRES FROM TRURO TOWNSHIP TO THE
CITY OF REYNOLDSBURG,
EXPEDITED TYPE 2 ANNEXATION OF 7.70 +/- ACRES

Situated in the State of Ohio, County of Franklin, Truro Township, Half Section 6,
Township 16, Range 20, Refugee Lands.



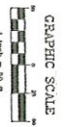
EXPEDITED TYPE 2 ANNEXATION

State of Ohio, County of Franklin, and Truro Township
755 Waggoner Road, Reynoldsburg, OH 43068
CERTIFICATION: This exhibit was prepared from record information from the Franklin County Engineer, the Auditor's Office, and is not intended for the transfer of real property.

BY: *Michael E. Ziska*
MICHAEL E. ZISKA REGISTERED STATE OF OHIO
PROFESSIONAL SURVEYOR NO. 6021
DATE OF PLAT: 11/27/2022



Camden, Ohio
TERRATEK
LAND SURVEYING & MAPPING



BASE OF BEARINGS:
Bearings are based on the Cornerline of Waggoner Road (RW
Vites), as being S 11° 35' W, as shown in N 2021 0020017042

ARTHUR BAER, TRUSTEE
47200 Acres
IN # 20210020017042
Parcel # 202-0020146

CONTIGUITY NOTE:
Total perimeter of annexation area is 3122.5 feet, of which 1186.40 feet is
contiguous with the City of Reynoldsburg by Ordinance Number
Spring 20 is perimeter contiguous.

NOTE
This annexation does not create islands of unincorporated areas within the
limits of the area to be annexed.
Parcels surrounding owners are affected by this annexation.

LEGEND:
Proposed City of Reynoldsburg Corporation Line
Existing City of Reynoldsburg Corporation Line
Area to be Annexed



RECEIVED

APR 19 2022

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLECORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEERBy DRH Date 04/19/2022**RECEIVED**

MAY 31 2022

Franklin County Planning Department
Franklin County, OH

AJK-23-22

ANNEXATION DESCRIPTION

FROM: TRURO TOWNSHIP

TO: THE CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Franklin, and in the Township of Truro, being a part of Half Section 6, Township 16, Range 20, Refugee Lands, and being 7.70 acre tract of land out of the (Original 8.00 acre tract) of land conveyed to Havens Corner & Dixon LLC., PID # 263-001065 by deed of record in the Recorder's IN # 202109280173642, and being further described as follows:

Beginning at a point in the Southwest corner of a 50' wide dedicated R/W to the Franklin County Commissioners of record in IN # 202203310050084 at the intersection of said line with the South line of Half Section 6;

Thence with the South line of Half Section 6, **S 89° 56' 00" W, 1279.59 feet** to a point at the Northwest corner of a 47.00 acre tract as conveyed to Arthur Baer, Trustee of record in IN # 201710050139357, the Northeast corner of Lot 55 of the Brookside Park Addition No. 3, P.B. 28, PG. 64, the Southeast corner of Lot 6 of the Floyd Good Subdivision, P.B. 23, PG. 44, and also being a point in the existing corporation line for the City of Reynoldsburg, as established by Ordinance 395, and recorded in the Recorder's Misc. Records in Volume 99, Page 117;

Thence with the East line of said lot, **N 00° 27' 00" W, 256.56 feet**, to a point at the Southwest corner of Lot 28 of the Waggoner Hills Section II, P.B. 78, PG. 36, and also being a point in the existing corporation line for the City of Reynoldsburg, as established by Ordinance 135-89, and recorded in the Recorder's Misc. Records in Volume 14744, Page C-11;

Thence **N 89° 56' 00" E, 1334.51 feet**, going along the Southern lines of Waggoner Hills Section II, PB. 78, PG. 36, Waggoner Hills Section I, PB. 73, PG. 80, a 0.766 acre tract as conveyed to Ronald F. & Joyce E. Day or record in D.B. 3556, PG. 572, and a 1.472 acre tract as conveyed to Ronald F. & Joyce E. Day or record in D.B. 3556, PG. 572 to a point in Northwest corner of said 50' Wide R/W, and the North line of said 7.70 acre tract (passing a point at 939.97 feet being the previously mentioned City corporation line);

Thence with said line **S 11° 39' 00" W, 261.98 feet**, to the place of beginning, and containing 7.70 acres of land more or less. 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.

Bearings are based on the Centerline of Waggoner Road (R/W Varies) as being **S 11° 39' W**, as shown in IN # 202109280173642.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: June 13, 2022****TO:****RE: Reconsider Ordinance 58-2022 Fireworks**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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A member of Council that voted against the Ordinance during the May 23, 2022 meeting must move to reconsider this Ordinance.

ORDINANCE NO. 58-2022**AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 511 FIREWORKS OF THE
CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg wishes to regulate the practice possession, sale, and use of fireworks; and

WHEREAS, the City wishes to enact regulations to preserve the citizens' quiet enjoyment of their residential properties and ensure the safety of dense residential and business areas; and

WHEREAS, The Governor recently signed House Bill 172 into law amending Ohio Revised Code 3743.45 effective July 1, 2022, allowing any person authorized to possess consumer grade fireworks to discharge them on their own property or on another person's property with permission on the certain designated days, and further allowing local municipalities to restrict the

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

dates and times that individuals may discharge consumer-grade fireworks or to impose a complete ban on the use of consumer-grade fireworks; and

WHEREAS, this Council has determined that it is in the best interests of the City, its residents, and business, to place certain time restrictions on the ability of individuals to discharge consumer-grade fireworks in the City on certain designated days.

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

SECTION 1. That Part Five, Chapter 511 Fireworks of the Codified Ordinances of the City of Reynoldsburg be repealed and the same is hereby replaced to add Chapter 511 Fireworks to read as follows:

SEE ATTACHED EXHIBIT A

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

CHAPTER 511

Fireworks

511.01 Definitions.

511.03 Possession, Sale, or Discharge Prohibited; Exceptions

511.05 ~~Permitted Consumer Use~~ Application

511.07 Further Prohibited Use

511.99 Penalty.

511.01 DEFINITIONS.

As used in this chapter:

- (a) "1.3G fireworks." Display fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.3" in Title 49 of the Code of Federal Regulations.
- (b) "1.4G fireworks." Consumer fireworks are consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.4" in Title 49 of the Code of Federal Regulations.
- (c) "Beer." Has the same meaning as in R.C. § 4301.01.
- (d) "Booby trap." A small tube that has a string protruding from both ends that has a friction-sensitive composition and that is ignited by pulling the ends of the string.
- (e) "Cigarette load." A small wooden peg that is coated with a small quantity of explosive composition and that is ignited in a cigarette.
- (f) "Controlled substance." Has the same meaning as in R.C. § 3719.01.
- (g) "Discharge site." An area immediately surrounding the mortars used to fire aerial shells.
- (h) "Fireworks." Any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration or detonation, except ordinary matches and except as provided in R.C. § 3743.80.

- (i) "Fireworks incident." Any action or omission that occurs at a fireworks exhibition that results in injury or death, or a substantial risk of injury or death, to any person, and that involves either of the following:
 - (1) The handling or other use, or the results of the handling or other use, of fireworks or associated equipment or other materials;
 - (2) The failure of any person to comply with any applicable requirement imposed by this section or R.C. Chapter 3743, or any applicable rule adopted under this section or R.C. Chapter 3743.
- (j) "Fireworks incident site." A discharge site or other location at a fireworks exhibition where a fireworks incident occurs, a location where an injury or death associated with a fireworks incident occurs, or a location where evidence of a fireworks incident or an injury or death associated with a fireworks incident is found.
- (k) "Fountain device." Means a specific type of 1.4G firework that meets all of the following criteria:
 - (1) It is non-aerial and non-report producing.
 - (2) It is recognized and manufactured in accordance with sections 3.1.1 and 3.5 of APA standard 87-1 (2001 edition).
 - (3) It is a ground-based or hand-held sparkler with one or more tubes containing a nonexplosive pyrotechnic mixture that produces a shower of sparks upon ignition, with or without additional effects that may include a colored flame, audible crackling effect, audible whistle effect, or smoke.
 - (4) It contains not more than 75 grams of the non-explosive pyrotechnic mixture in any individual tube and not more than 500 grams or less for multiple tubes.
- (l) "Highway." Any public street, road, alley, way, lane or other public thoroughfare.
- (m) "Intoxicating liquor." Had the same meaning as in R.C. § 4301.01.
- (n) "Licensed exhibitor of fireworks" or "licensed exhibitor." A person licensed pursuant to R.C. §§ 3743.50 through 3743.55.
- (o) "Licensed manufacturer of fireworks" or "licensed manufacturer." A person licensed pursuant to R.C. §§ 3743.02 through 3743.08.

- (p) "Licensed premises." The real estate upon which a licensed manufacturer or wholesaler of fireworks conducts business.
- (q) "Licensed wholesaler of fireworks" or "licensed wholesaler." A person licensed pursuant to R.C. §§ 3743.15 through 3743.21.
- (r) "Novelties" and "trick noisemakers."
 - (1) Devices that produce a small report intended to surprise the user, including but not limited to booby traps, cigarette loads, party poppers and snappers;
 - (2) Snakes or glow worms;
 - (3) Smoke devices;
 - (5) Trick matches.
- (s) "Party popper." A small plastic or paper item that contains not more than 16 milligrams of friction-sensitive explosive composition that is ignited by pulling a string protruding from the item, and from which paper streamers are expelled when the item is ignited.
- (t) "Processing of fireworks." The making of fireworks from materials all or part of which in and of themselves constitute fireworks, but does not include the mere packaging or repackaging of fireworks.
- (u) "Railroad." Any railway or railroad that carries freight or passengers for hire, but does not include auxiliary tracks, spurs and sidings installed and primarily used in serving a mine, quarry or plant.
- (v) "Smoke device." A tube or sphere that contains pyrotechnic composition that, upon ignition, produces white or colored smoke as the primary effect.
- (w) "Snake" or "glow worm." A device that consists of a pressed pellet of pyrotechnic composition that produces a large snake-like ash upon burning, which expands in length as the pellet burns.
- (x) "Snapper." A small paper-wrapped item that contains a minute quantity of explosive composition coated on small bits of sand and that, when dropped, implodes.
- (y) "Trick match." A kitchen or book match that is coated with a small quantity of explosive composition and that, upon ignition, produces a small report or a shower of sparks.
- (z) "Wire sparkler." A sparkler consisting of a wire or stick coated with a nonexplosive pyrotechnic mixture that produces a shower of sparks upon ignition and that contains no more than 100 grams of this mixture.

511.03 POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS.

- (a) No person shall possess fireworks in this Municipality or shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 to 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 to 3743.21, a shipping permit holder as authorized by Ohio R.C. 3743.40, an out-of-state resident as authorized by Ohio R.C. 3743.44, a resident of this State as authorized by Ohio R.C. 3743.45, or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 to 3743.55 and Section 1620.02 and except as provided in Section 1620.05.
- (b) Except ~~as provided in Section 511.06 and except~~ for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1620.02, no person shall discharge, ignite or explode any fireworks in this Municipality.
- (c) Except ~~as provided in Section 511.06 and except~~ for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1620.02, no person who owns, possesses, or manages real property in the City, including residential leasees, shall permit the discharge, ignition, or explosion of any fireworks on their premises. This is intended to be a strict liability offense.
- (d) No person shall sell fireworks of any kind to a person under eighteen years of age. No person under eighteen years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian, or other responsible adult. No person under eighteen years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.
- (e) Except as otherwise provided in Ohio R.C. 3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder, shall possess 1.3 G fireworks.

511.05 APPLICATION.

This chapter does not prohibit or apply to the following:

- (a) The manufacture, sale, possession, transportation, storage or use in emergency situations, of pyrotechnic signaling devices and distress signals for marine, aviation or highway use;
- (b) The manufacture, sale, possession, transportation, storage or use of fusees, torpedoes or other signals necessary for the safe operation of railroads;

- (c) The manufacture, sale, possession, transportation, storage or use of blank cartridges in connection with theaters or shows, or in connection with athletics as signals or for ceremonial purposes;
- (d) The manufacture for, the transportation, storage, possession or use by, or the sale to the armed forces of the United States and the militia of this state, as recognized by the Adjutant General of Ohio, of pyrotechnic devices;
- (e) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;
- (f) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms or model rockets and model rocket motors designed, sold and used for the purpose of propelling recoverable aero models;
- (g) The manufacture, sale, possession, transportation, storage or use of wire sparklers.
- (h) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not connected in any manner to propellant charges, provided that the exhibition complies with all of following:
 - (1) No explosive aerial display is conducted in the exhibition;
 - (2) The exhibition is separated from spectators by not less than two hundred feet;
 - (3) The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition.

~~511.07 PERMITTED CONSUMER USE~~

~~(e) — Any person who intends to obtain possession in this Municipality of 1.4G fireworks purchased in this state shall obtain possession of the 1.4G fireworks only from licensed retailers, licensed manufacturers, or licensed wholesalers and shall be subject to this section.~~

~~(g) — Any person authorized pursuant to Ohio R.C. 3743.45 to possess 1.4G fireworks in the State of Ohio may discharge, ignite, or explode those fireworks on private property with the authorization of the property owner on the following dates and their specified times.~~

~~(9) The Third, Fourth, and Fifth day of July from 8:00 PM until 10:00 PM~~

511.079 FURTHER PROHIBITED USE

- (a) No person under the age of eighteen (18) shall use, possess, discharge, ignite, or explode any 1.4G fireworks in this Municipality.
- (b) No person shall use, possess, discharge, ignite, or explode any fireworks in this Municipality while under the influence of alcohol, a drug of abuse, or a combination of them.

511.99 PENALTY.

Except as otherwise provided, whoever violates any provision of this chapter is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months or both.

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

DATE: June 13, 2022**TO:****CC:****RE: Via Vecchia Winery Liquor Permit**

NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

92633160003		TRFL	VIA VECCHIA WINERY LLC
PERMIT NUMBER		TYPE	DBA VIA VECCHIA WINERY
10	01	2021	7484 E MAIN ST
ISSUE DATE		REYNOLDSBURG OH 43068	
12	14	2021	
FILING DATE			
A2	B2A	S	
PERMIT CLASSES			
25	220	B	F26923
TAX DISTRICT		RECEIPT NO.	

FROM 12/16/2021

92633160002			VIA VECCHIA WINERY LLC
PERMIT NUMBER		TYPE	DBA VIA VECCHIA WINERY
10	01	2021	2050 S HIGH ST UNIT A13
ISSUE DATE		COLUMBUS OH 43207	
12	14	2021	
FILING DATE			
A2	B2A	S	
PERMIT CLASSES			
25	044		
TAX DISTRICT		RECEIPT NO.	



MAILED 12/16/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/18/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B TRFL 9263316-0003

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: June 13, 2022

TO: Development, Parks and Recreation Committee

RE: Establish Community Reinvestment Area

Approval:

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

Emergency/Suspension: Emergency

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

The Ordinance is intended to create a Community Reinvestment Area (CRA) covering approximately 36 acres across from Glen Rest Cemetery that will encompass approximately 15 acres of City owned property intended for redevelopment as well as privately owned land. Emergency passage is requested due to potentially lengthy review process required as part of the State's CRA approval process. The Community Reinvestment Area program is an economic development tool administered by municipal and county government that provides real property tax exemptions for property owners who renovate existing or construct new buildings. Community Reinvestment Areas are areas of land in which property owners can receive tax incentives for investing in real property improvements.

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL, AND A TAX INCENTIVES REVIEW COUNCIL, AND DECLARING AND EMERGENCY

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which has not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the corporate boundaries of the City, attached hereto as Exhibit A, as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, the maintenance of existing structures and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW THEREFORE, BE IT ORDAINED BY CITY OF REYNOLDSBURG, FAIRFIELD, FRANKLIN, AND LICKING COUNTIES, OHIO, THAT:

SECTION 1. Pursuant to ORC Section 3735.66, the Reynoldsburg Community Reinvestment Area, is hereby established and shall consist of all parcels of land within the corporate limits of the City, as depicted in the outlined area on the map attached hereto as Exhibit B and incorporated herein by reference. Wherein only residential, commercial and/or industrial properties consistent with applicable zoning regulations within the Reynoldsburg Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 2. The area designated as the Reynoldsburg Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and repair of existing facilities or structures are discouraged.

SECTION 3. All properties identified in Exhibit B as being within the designated Reynoldsburg Community Reinvestment Area are eligible for this incentive (the City may

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Phone

determine all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

SECTION 4. Within the Reynoldsburg Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential-property, a tax exemption, in the fixed percentage of 50%, on the increase in the assessed valuation resulting from improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the periods set forth below. Residential applications must be filed with the Housing Officer (defined below) no later than six months after construction completion. The exemptions shall not exceed the following limits:

- A. Ten (10) years, (term the same for all) for the remodeling of dwellings and upon which the cost of remodeling is at least \$2,500, in the case of a dwelling containing not more than two (2) family units, or at least \$5,000, in the case of all other dwellings as described in ORC Section 3735.67.
- B. Fifteen (15) years, (negotiated - up to 15 years) for existing commercial and industrial facilities, and upon which the cost of any remodeling is at least \$5,000, shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- C. Fifteen (15) years, (negotiated - up to 15 years) for new commercial or industrial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.
- ~~D. Ten (10) years (term the same for all) for the construction of new dwellings.~~

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If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the remodeled structures shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2,500 annually (the monitoring fee is a local option and may be waived by the City).

SECTION 6. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in sections 3735.65 through 3735.70 (the "Housing Officer"). The Mayor may delegate said duties to his designee as necessary.

SECTION 7. That a "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor of the City of Reynoldsburg, two members appointed by the Council of the City of Reynoldsburg, and one member appointed by the Planning Commission of the City of Reynoldsburg. The majority of the members shall then appoint two additional members who shall be residents within the area. Terms of the members of the council shall be for three years. An unexpired term resulting from a vacancy in the council shall be filled in the same manner as the initial appointment was made.

A Tax Incentive Review Council for the City of Reynoldsburg has previously been established pursuant to ORC Section 5709.85, and consists of three representatives appointed by the County Executive, two representatives of the municipal corporation, appointed by the Mayor, with Council concurrence, the County Fiscal Officer or designee, and a representative of each affected board of education. At least two members must be residents of City of Reynoldsburg. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 8. The City Council reserves the right to re-evaluate the designation of the

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Reynoldsburg Community Reinvestment Area after December 31, 2030, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

SECTION 9. The Community Reinvestment Area Council shall make an annual inspection of the properties within the City for which an exemption has been granted under Section 3735.67 of the ORC. The council shall also hear appeals under 3735.70 of the ORC.

SECTION 10. Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section

121.22 of the ORC.

SECTION 11. That notice of the adoption of this resolution shall be published in a newspaper of general circulation in this municipal corporation once a week for two consecutive weeks according to Section 7.16 of the Ohio Revised Code.

SECTION 12. The Mayor of City of Reynoldsburg is hereby directed and authorized to petition the Director of Development Services to confirm the findings contained within this Ordinance.

SECTION 13. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and the public peace, and for the further reason that it is necessary to immediately designate the Reynoldsburg Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor, and upon confirmation by the Director of Development Services of the findings in this Ordinance.

Exhibit A

Community Reinvestment Area Housing Survey

City of Reynoldsburg East Main CRA District



Prepared for: Ohio Department of Development
Office of Strategic Business Investments, Tax Incentive Section

Prepared by: City of Reynoldsburg Department of Economic Development
April 8, 2022

Community Reinvestment Area – Housing Survey – East Main CRA District

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Community Reinvestment Area – Housing Survey – East Main CRA District

Purpose and Scope

The City of Reynoldsburg is proposing to create a Community Reinvestment Area (CRA). Section 3735.65 of the ORC defines a CRA as the following: “an area within a municipal corporation or unincorporated area of a county for which the legislative authority of the municipal corporation or, for the unincorporated area, of the county, has adopted a resolution under section 3735.66 of the Revised Code describing the boundaries of the area and containing a statement of finding that the area included in the description is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.”

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The proposed CRA is located within Census Tracts 93.90 and 7562.02. There are 79 residentially zoned parcels and 7 parcels zoned East Main Street District within the proposed CRA. A complete listing of the parcels within the proposed East Main CRA is shown in **Table 3** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north by the properties located along the north side of Goldsmith Drive; an area bounded in the east by the end of Goldsmith Drive, the end of Green Tree Court and the property located along the east side of Hanson Street and north of East Main Street; an area bounded in the south by the properties along the north side of East Main Street; and an area bound in the west by the residential properties along the west side of Greenspire Drive.

City of Reynoldsburg

The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City of Pataskala, on the east by Etna Township, on the south by Violet Township, the City of Pickerington and the City of Columbus, and on the east by the City of Columbus. The City of Reynoldsburg is bisected by U.S. Route 40 (East Main Street) with Interstate 70 as its southern boundary and State Route 16 (East Broad Street) as its northern boundary.

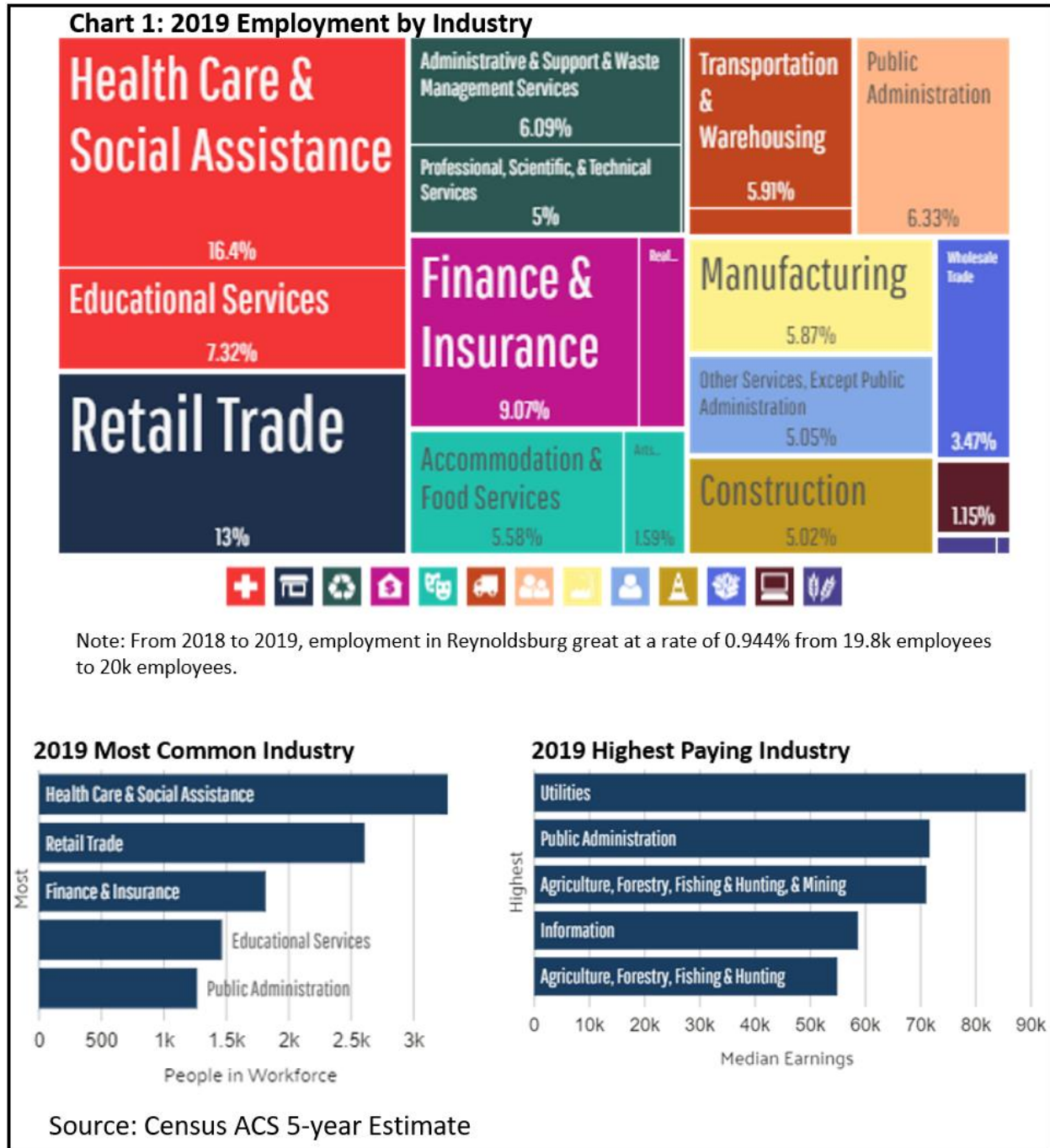
Demographic Analysis

Reynoldsburg’s 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city’s population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor’s degree.

Economic Analysis

The median household income is \$67,120 with a 2019 per capita income of \$31,094. Approximately 9.1% or persons in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.

Community Reinvestment Area – Housing Survey – East Main CRA District

City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under \$150,000.

Community Reinvestment Area – Housing Survey – East Main CRA District

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in Table 1 below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

Source: 2019 American Community Survey

Proposed East Main CRA District

As previously referenced, the proposed East Main CRA District is located within Census Tracts 93.90 and 7562.02. There are 79 residentially zoned parcels and 7 parcels zoned East Main Street District within the proposed East Main CRA District, which encompasses 35.74 acres. Specific characteristics of the housing stock within the aforementioned Census Tracts and the proposed East Main CRA District are below.

CRA Housing Stock

According to the American Community Survey, 30.5% of housing units within Census Tracts 93.90 and 7562.02 were built prior to 1990 and 4.5% were built prior to 1960. Approximately 15% of the residential units are renter-occupied and over 42% of those renter-occupied units have rent below \$1000 per month. Approximately 91 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents over 23% of the entire city housing stock with those select characteristics.

Code Violations

Among the 79 residentially zoned parcels, there have been a total of 92 code violations over the past 3 years. These code violations include the following: Accumulation of Rubbish, Parking, Grass, Property Maintenance and Zoning. A summary of the code violations is provided in Table 2 below. The high level of code violations within the proposed East Main CRA District demonstrates that existing residential structures are not being properly maintained and new investment in residential facilities are being discouraged.

Table 2: Code Enforcement Violations

	Accumulation of Rubbish	Parking	Grass Weeds	Property Maintenance	Zoning Violation
Number of Violations	14	4	15	56	3

Source: City of Reynoldsburg Department of Development

Condition of Housing

The City of Reynoldsburg conducted a windshield study of the residential structures within the proposed East Main CRA. In addition, using a visual survey and information from the Franklin County and Licking County Auditor's Offices, the city has ranked the condition of selected properties as "Average", "Below Average", or "Poor" based on the age of the structure, the exterior upkeep and any noted property maintenance needs or deterioration issues.

"Average" condition is a structure with one or more of the following characteristics: under 20 years old; has been remodeled or updated in the past 20 years; no visible zoning code

Community Reinvestment Area – Housing Survey – East Main CRA District

violations; no property maintenance issues; and the property appears maintained with no need for structural or cosmetic improvements.

“Below Average” condition is a structure with one or more of the following characteristics: over 20 years old; no remodeling or improvements in the past 20 years; one or two visible code violations; one or more property maintenance issues; or the property needs minor structural or cosmetic improvements.

“Poor” condition is a structure with one or more of the following characteristics: over 50 years old; no record of remodeling or improvements; multiple visible code violations; multiple property maintenance issues; appears vacant or abandoned; has been deemed uninhabitable; or may need minor and major structural and cosmetic improvements.

A survey of the general conditions of the specific residential locations is provided below.

Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 1391 Carlyle Drive
Parcel No: 060-003444-00
Age of Structure: 48 years old
Franklin County Auditor Current Valuation: \$148,600 (\$33,700 land, \$114,900 improvements)

Condition Analysis: Missing window shutter; discolored and fading exterior paint; damaged garage door and trim; severe cracking and overgrowth on driveway asphalt; and significant overgrown vegetation

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8215 / 8217 Goldsmith Drive
Parcel No: 013-030858
Age of Structure: 45 years old
Licking County Auditor Current Valuation: \$90,200 (\$38,300 land, \$51,900 improvements)

Condition Analysis: Discolored and fading exterior paint; damaged siding; damaged garage door; damaged building trim; cracked concrete driveway; overgrown vegetation; and exterior trash violations
Condition: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8158 Goldsmith Drive
Parcel No: 013-030966
Age of Structure: 49 years old
Licking County Auditor Current Valuation: \$130,000 (\$40,500 land, \$89,500 improvements)

Condition Analysis: Broken garage door; broken basement window; damaged siding; damaged brick glazing; damaged building trim; overgrown vegetation; and exterior trash violations
Condition: Poor



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8078-8080 Goldsmith Drive
Parcel No: 060-003536-00
Age of Structure: 50 years old
Franklin County Auditor Current Valuation: \$152,300 (\$29,500 land, \$122,800 improvements)

Condition Analysis: Missing window shutter; discolored exterior brick; cracking and overgrowth on driveway asphalt; and severely deteriorating concrete front steps.

Condition Ranking: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8171 Goldsmith Drive
Parcel No: 013-030960
Age of Structure: 48 years old
Licking County Auditor Current Valuation: \$126,800 (\$38,300 land, \$88,500 improvements)

Condition Analysis: Damaged mailbox; discolored and fading exterior paint; damaged garage door; damaged building trim; and deteriorating exterior trim along the foundation.

Condition Ranking: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Conclusion

Based upon the general conditions of the proposed East Main CRA District as well as the conditions of the specific residential properties provided within this Housing Survey supports the following “Statement of Finding”:

The proposed CRA shown in Map 1 is an area within the City of Reynoldsburg in which residential structures are located and new housing construction and repair of existing facilities or structures is discouraged.

Map 1: Proposed East Main CRA District



Community Reinvestment Area – Housing Survey – East Main CRA District

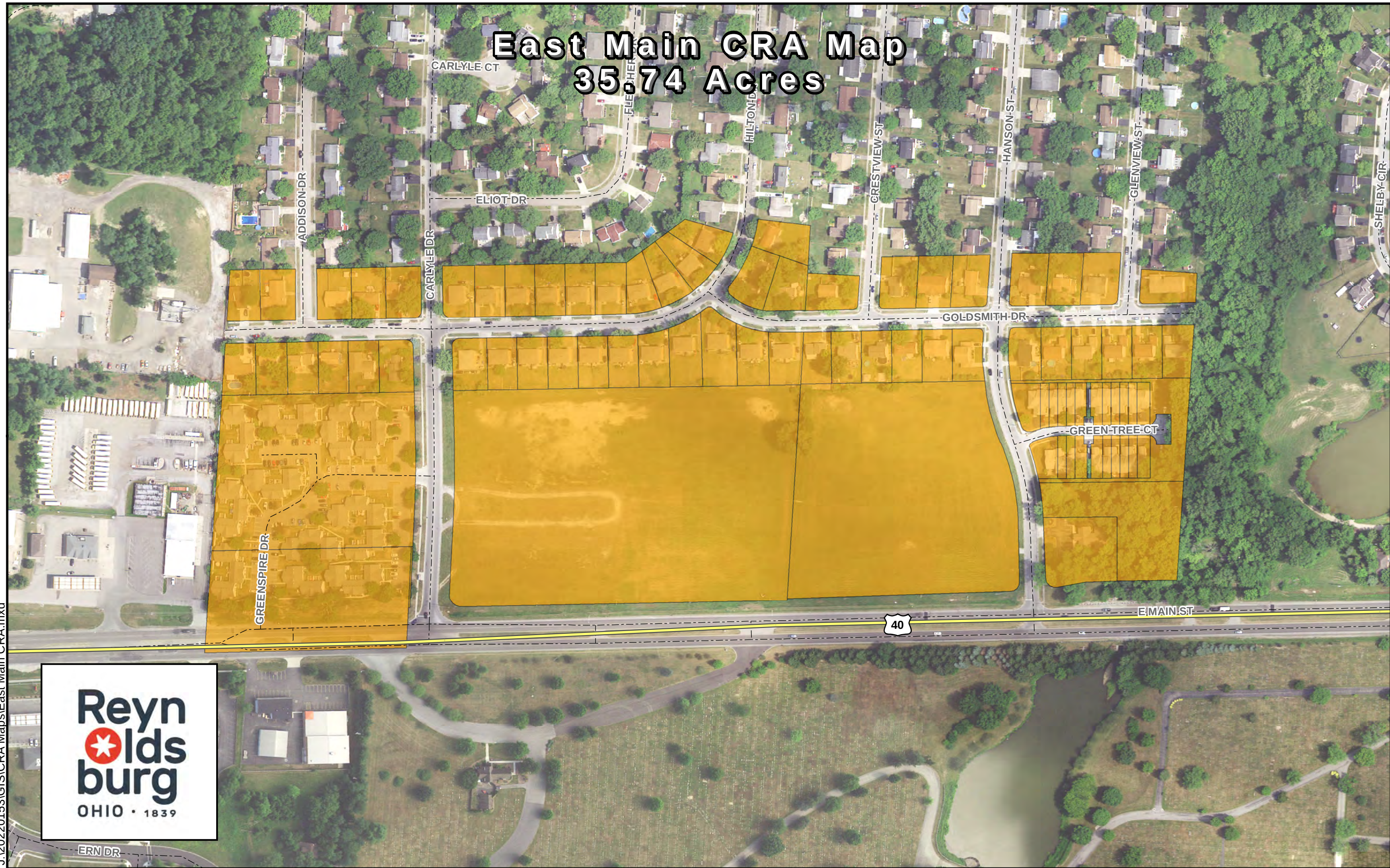
Table 3: East Main CRA District Parcel List

060-006070-00	060-003455-00	013-030948-00	013-030384-18
060-003829-00	060-003454-00	013-030936-00	013-030384-17
060-003828-00	060-003453-00	013-030930-00	013-030384-16
060-003825-00	060-003452-00	013-030924-00	013-030384-15
060-003546-00	060-003451-00	013-030894-00	013-030384-14
060-003545-00	060-003450-00	013-030876-00	013-030384-13
060-003544-00	060-003449-00	013-030870-00	013-030384-12
060-003543-00	060-003448-00	013-030858-00	013-030384-11
060-003542-00	060-003447-00	013-030834-00	013-030384-10
060-003541-00	060-003446-00	013-030816-00	013-030384-09
060-003540-00	060-003445-00	013-030774-00	013-030384-08
060-003539-00	060-003444-00	013-030762-00	013-030384-07
060-003538-00	060-003443-00	013-030456-00	013-030384-06
060-003537-00	060-003442-00	013-030432-00	013-030384-05
060-003536-00	060-003441-00	013-030426-00	013-030384-04
060-003535-00	060-003440-00	013-030390-00	013-030384-03
060-003534-00	060-003439-00	013-030384-24	013-030384-02
060-003533-00	013-030954-00	013-030384-23	013-030384-01
060-003532-00	013-030432-00	013-030384-22	013-030378-00
060-003458-00	013-031062-00	013-030384-21	013-030258-00
060-003457-00	013-030966-00	013-030384-20	
060-003456-00	013-030960-00	013-030384-19	

Exhibit B

East Main CRA Map

35.74 Acres



City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: June 13, 2022****TO: Finance and Administration Committee****RE: Trivium Purchase and Sale Agreement (Happy Dragon)**

Approval:

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

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Trivium Development, LLC for the Sale of Real Property located at 7332, 7336, and 7342 East Main Street in the City of Reynoldsburg, for the Purpose of Commercial Re-Development, and Declaring an Emergency

WHEREAS, City Council and City Administration desire to pursue economic and aesthetic re-development at the Northeast corner of Lancaster Avenue and East Main Street in the City of Reynoldsburg; and

WHEREAS, pursuant to Ordinance Number 40-2021, this Council authorized the purchase of real property located at 7332 East Main Street for the purpose of such development efforts; and

WHEREAS, pursuant to Ordinance Number 102-2021, this Council authorized a Development Agreement with Trivium Development, LLC to engage in efforts to provide the City with a suitable development plan for the property located at 7332 East Main Street, as well as adjacent

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

real property located at 7336 East Main Street and 7342 East Main Street (collectively "Project Site"); and

WHEREAS, Trivium Development, LLC has provided the City with a suitable development plan for the Project Site; and

WHEREAS, the City and Trivium Development, LLC have negotiated acceptable terms for the purchase and sale of the Project Site; and

WHEREAS, Reynoldsburg City Code Section 175.01 (h) permits the sale of real estate owned by the City without competitive bidding if such sale is in the best interest of the City; and

WHEREAS, the City Council finds the sale of real property is in its discretion, and deems it necessary and in the best interest of the city.

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

Section 1. That the Mayor be and is hereby authorized to enter into an agreement with Trivium Development, LLC, an Ohio limited liability company, for the sale of Parcel Numbers 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215, located at the Northeast corner of East Main Street and Lancaster Avenue, Reynoldsburg, Ohio, 43068 ("Project Site"). The agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

Section 2. That the Mayor is authorized to enter into an attached Memorandum of Understanding with Trivium Development, LLC regarding additional public infrastructure improvements by the City to benefit the Project Site and other small businesses in the area of the Project Site.

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

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to facilitate a timely sale, wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

Real Estate Purchase Contract

This Real Estate Purchase Contract (this “Contract”) is by and between **THE CITY OF REYNOLDSBURG**, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (“Seller” or “City”), and **TRIVIUM DEVELOPMENT LLC**, an Ohio limited liability company (“Buyer” or “Developer”). The “Effective Date” of this Contract shall be the last date on which Buyer or Seller has executed this Contract as set forth below each party’s signature.

RECITALS

- A. The City is the owner of certain real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215 as more particularly described and/or depicted on Exhibit A attached hereto, such real property, including all improvements, fixtures, appurtenant rights, privileges, and easements, if any, located on and/or related thereto, being referred to herein as the “Development Site” or the “Property”.
- B. The City has determined that the development of the Development Site is in the best interest of the City and the health, safety and welfare of its residents, and is necessary for the purpose of the creation of jobs and employment opportunities in the City and to improve the economic welfare of City residents.
- C. After extensive analysis, deliberation and review, the City formulated a strategy for development of the Development Site that embodies a compelling vision for the future of the City and its residents.
- D. The Council of the City of Reynoldsburg, by Ordinance, has authorized the sale of the Development Site to Developer upon the terms and conditions provided herein, which Ordinance is attached hereto as Exhibit B and incorporated herein.
- E. As a condition to the sale of the Development Site to Developer, the parties have agreed that the Development Site shall be developed in accordance with a plan and schedule of development.
- F. The parties desire to place of record against the Development Site certain provisions of this Contract and the agreed upon plan and schedule of development, including restrictions on use of the Development Site, with the intent that same shall be construed as covenants binding on the parties and their successors in interest, and benefitting and running with the land, enforceable by the parties hereto in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, and considerations set forth herein and for other good and valuable consideration, the City and Developer hereby covenant and agree as follows:

ARTICLE I: PURCHASE PRICE

- A. **PROPERTY DESCRIPTION:** Seller hereby agrees to sell, convey, and transfer the Property to Buyer, and Buyer hereby agrees to purchase, assume, and accept the Property from Seller, for the Purchase Price set forth in Article I(B) below and on and subject to the terms and conditions herein set forth.
- B. **PRICE AND TERMS:** Subject to credits, adjustments and prorations for which provisions are hereinafter made, the purchase price for the Property shall be Four Hundred Sixty Two Thousand Six Hundred Forty and 67/100 Dollars (\$462,640.67) (the “Purchase Price”), due and payable in cash or by wired funds at Closing.

ARTICLE II: DESCRIPTION OF THE PROJECT

Developer shall construct, or cause to be constructed a mixed-use commercial building and related site improvements on the Development Site, as more fully described in this Article I (the “Project”). The Project shall be generally consistent with the site plan attached hereto as Exhibit C (the “Site Plan”), as such Site Plan may be modified during the Master Plan approval process, and include the following components:

- A. Office and Retail Components. The Project will include a minimum of 11,500 square feet, combined, of office and retail space (the “Minimum Combined Commercial Component”). The Minimum Combined Commercial Component shall reflect a mix of uses that is responsive to community demand and additive to the retail base in the City of Reynoldsburg as determined by the Developer in its commercially reasonable discretion.
- B. Old Reynoldsburg Commercial District (ORD-C). The parties acknowledge that the identified Project is to be constructed in the Old Reynoldsburg Commercial District and the design and appearance of the Project shall be consistent with and enhance the existing improvements and uses in the District. In connection with this District, Developer will:
- (1) Secure a Certificate of Appropriateness pursuant to Section 1109.21 of the Reynoldsburg Zoning Code.
 - (2) Collaborate with the City to jointly explore the highest and best uses for the Project consistent with the City’s Comprehensive Master Plan and the Zoning Code.
- C. Parking and Access. The parties recognize that access to Development Site and public parking are critical to the success of the Project. The Project shall include ingress and egress from both Lancaster Ave. and East Main Street. The Project shall further include a public parking lot dedicated to public use on a first come, first serve basis, consisting of a minimum 38 parking spaces available to the members of the public. The parking lot shall be designed, developed, and maintained in a first class manner and utilize quality materials.

ARTICLE III: CONVEYANCE OF DEVELOPMENT SITE

A. Contingency Period

- (1) For purposes of this Contract, “Contingency Period” shall mean a period of time commencing on the Effective Date and expiring ninety (90) days thereafter. Buyer shall have one (1) option to extend the Contingency Period for an additional period of sixty (60) days, which option shall be exercised by Buyer providing written notice thereof to Seller on or before the expiration date of the Contingency Period. If Buyer exercises the option to extend the Contingency Period, then all references herein to the Contingency Period shall be deemed to include such exercised option period.

- (2) During the Contingency Period, Buyer shall have the right, at its sole cost and expense, to (i) conduct due diligence upon the Property and to undertake such inspections, utility studies, testing, borings, surveys, assessments, appraisals, feasibility analyses, and other studies and reports with respect to the Property as Buyer, in its sole discretion, determines are necessary or prudent, and (ii) apply for, pursue and obtain any and all final, non-appealable approvals (which shall include expiration of any applicable referendum periods) of all private, public and governmental authorities that Buyer, in its sole discretion, deems necessary or prudent for Buyer’s intended use of the Property (collectively, the “Development Approvals”). Development Approvals may include, without limitation, entitlements (including, without limitation, reaching final agreement with Seller on use of TIF funds for certain public improvements); zoning/re-zoning approvals, ordinances and variances; preliminary and final development plan approvals; conditional use permits; building permits; licenses; tax abatements; and other permits and approvals in any way related to Buyer’s intended use of the Property. If Buyer is satisfied with its due diligence, inspections and approvals with respect to the Property, it may provide written notice thereof (the “Approval Notice”) to the Seller at any time prior to the expiration of the Contingency Period, in which event this Contract shall remain in full force and effect. If at any time during the Contingency Period (but prior to delivery of the Approval Notice) Buyer, in its sole discretion, elects in writing to terminate this Contract (which Buyer is expressly authorized to do for any reason or no reason), or if Buyer fails to deliver the Approval Notice prior to expiration of the Contingency Period, then this Contract shall terminate without further action of Buyer and the parties shall be released from all further obligations hereunder.

- (3) At all times during the Contingency Period, Buyer and Buyer’s consultants and contractors shall have access to the Property and all records of Seller relating to the Property during regular business hours to conduct inspections and tests deemed necessary by Buyer (including, without limitation, soil borings and environmental testing) for purposes of completing its due diligence and Seller shall cooperate in making the Property reasonably available for such purposes. In addition, Seller agrees to cooperate with and assist Buyer in obtaining the Development Approvals.

- (4) Any conditions disclosed during the Contingency Period as a result of any test, examination, inspection or survey and not objected to by Buyer during the Contingency

Period or that are accepted by Buyer shall be deemed approved by Buyer for purposes of this Contract. Buyer hereby indemnifies and agrees to defend and hold harmless the Seller from and against all liability, loss, damage and expense (including attorneys' fees) arising from any damage to persons or property caused by the inspection of the Property by Seller or its agents or consultants.

- (5) Buyer shall maintain commercial general liability insurance with a reputable insurer licensed in the State of Ohio, with a Best's rating of A10 or better, providing minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence, naming the Seller as an additional insured, and will furnish to the Seller, prior to entry onto the Development Site, a certificate of insurance in form satisfactory to the City. The indemnities contained herein shall survive the Closing or any termination of this Contract without a Closing for a period of one hundred eighty (180) days after Closing or termination, and shall not merge with the Deed or any other document to be delivered at Closing.

- B. Conditions of the Development Site: Buyer acknowledges and agrees that (a) except as expressly provided herein and in the documents signed and delivered by Seller to Buyer at Closing (the "Seller Closing Documents"), the Seller has made no representation or warranty whatsoever, express or implied, as to the condition, quantity or quality of the Development Site, or any portion thereof, and (b) Buyer agrees to accept the Development Site and all portions thereof in "AS IS" condition as of the date of Closing. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE SELLER IS SELLING AND BUYER IS PURCHASING THE DEVELOPMENT SITE ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS IN ITS CURRENT CONDITION, AND THE CITY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEVELOPMENT SITE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE CITY IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SUCH REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE SELLER IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS, BUYER HEREBY RELEASES THE SELLER FROM ANY AND ALL LIABILITY RELATING TO THE PRESENT CONDITION OF THE DEVELOPMENT SITE, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS. Except as otherwise expressly provided herein and in the Seller Closing Documents, Buyer hereby acknowledges, agrees, represents and warrants to the Seller that various factual matters unknown to Seller may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities that are currently unknown and unanticipated to or by Buyer, and Buyer further acknowledges, agrees, represents and warrants to the Seller that the waivers and releases

given herein have been negotiated by the parties and agreed to by Developer notwithstanding any such lack of knowledge of or anticipation by Buyer, and that Buyer nevertheless hereby releases, discharges and acquits, the Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities, except to the extent arising from the gross negligence or intentional misconduct of the Seller or its representatives, employees or agents. The provisions of this Section shall survive, without time limitation, the Closing or any termination of this Contract without a Closing, and shall not merge with the Deed or any other document to be delivered at Closing.

- C. Title: For purposes of this Contract, "Title Company" shall mean Clean Title Agency, Inc., 2154 East Main Street, Suite 301, Columbus, Ohio 43209, Attn: Jeffrey D. Meyer, Esq. Within thirty (30) days of the Effective Date, Buyer shall cause the Title Company to deliver an owner's title insurance commitment (together with copies of all exceptions) (the "Title Commitment") issued by the Title Company, in the amount of the Purchase Price of the Property. The Title Commitment shall be initially certified as of the date of examination of title with endorsement not before 8:00 a.m. on the business day prior to the date of Closing, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Buyer's intended use of the Property (as determined by Buyer). At Closing, Seller shall pay the cost of the title exam and Title Commitment and the premium for an ALTA 2006 Owner's Title Insurance Policy, in the full amount of the Purchase Price, with extended coverage over all general title exceptions (the "Title Policy"). Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender and any additional premiums associated with endorsements requested by Buyer or Buyer's lender. If the Title Commitment and/or any survey indicates that all or part of the Property is subject to defects, liens, encumbrances, easements, conditions, restrictions or encroachments other than those permitted in this Contract or to which Buyer objects (the "Objections"), then the Buyer shall give the Seller written notice of any Objections on or before expiration of the Contingency Period. The Seller shall, within ten (10) days after written notice thereof, remedy or remove any such Objection, obtain title insurance without exception therefor or elect not to cure such Objection. In the event Seller is unable to remedy or insure against an Objection or elects not to cure an Objection within the ten (10) day period, the Buyer may terminate this Contract by providing written notice to Seller within five (5) business days of Seller providing notice that Seller is unable or unwilling to cure an Objection. If Buyer terminates this Contract pursuant to the immediately preceding sentence, then the parties shall be released from all further obligations hereunder. At Closing, the status of title shall remain unchanged and the Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

At any time prior to Closing, Buyer shall have the right to notify Seller of Buyer's objection to any title exception which first appears of record after the effective date of any Title Commitment, or which is disclosed or made known to Buyer following Buyer's receipt of

the Title Commitment, it being understood and agreed that no such new title exception to which Buyer objects shall constitute a permitted exception hereunder unless Buyer shall expressly approve the same, and that the failure of Seller to correct or eliminate, prior to Closing, any such title exception not so approved by Buyer shall give Buyer the right to terminate this Contract by written notice to Seller prior to Closing. If Buyer terminates this Contract pursuant to the immediately preceding sentence, then the parties shall be released from all further obligations hereunder.

Notwithstanding anything contained herein to the contrary, Seller shall pay in full and cause to be released at Closing, all monetary liens against the Property caused by Seller's actions, and the same shall not be permitted exceptions hereunder regardless of whether or not Buyer objected to such monetary liens in its objection notice to Seller.

D. Closing.

(1) The closing of the transaction contemplated by this Contract ("Closing") shall occur on the date that is thirty (30) days after expiration of the Contingency Period, or such other date as is mutually agreed to by the parties.

(2) At Closing, Seller shall:

- (i) pay any transfer taxes and conveyance fees, deed preparation, cost of the Title Commitment and Title Policy premium, Seller's legal expenses, other customary seller expenses, and fifty percent (50%) of any closing costs charged by the Title Company;
- (ii) shall convey marketable, fee simple title (as described in Article III(C)) to the Property to the Buyer by deed of limited warranty, including a Reversionary Right to the City; and
- (iii) deliver to Buyer and Title Company such settlement statements, affidavits and other documents as may be reasonably required to effectuate the Closing in accordance with the terms and conditions of this Contract and community custom.

(c) At Closing, Buyer shall:

- (i) pay the Purchase Price (subject to credits and pro-rations as set forth herein);
- (ii) pay recording costs for the deed, Buyer's legal expenses, and fifty percent (50%) of any closing costs charged by the Title Company; and
- (iii) deliver such settlement statements, affidavits and other documents as may be reasonably required to effectuate the Closing in accordance with the terms and conditions of this Contract and community custom.

E. City Conditions to Closing:

- (1) The obligations of the Seller/City under this Contract to sell the Development Site and consummate the transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent the Seller/City waives any of such conditions in writing at or prior to Closing:
 - (i) Buyer shall have obtained executed letters from one or more lenders sufficient for financing of the construction of the Project, and such financing will close simultaneously with the Closing;
 - (ii) The City of Reynoldsburg Planning Commission has approved the Major Site Plan submitted to approval of the Project;
- (2) If the conditions to transfer the Development Site are not satisfied prior to the Closing Date, the Seller/City shall have the option of terminating this Contract by notifying the Buyer of such election in writing, which writing shall specifically state the condition Buyer has failed to satisfy, and Buyer shall have a period of thirty (30) days following receipt of such notice in which to satisfy the specified condition(s) and the Closing Date shall be extended automatically to accommodate the cure period. If the specified condition is not satisfied within the thirty (30) day cure period, then this Contract shall terminate. Upon termination by the Seller/City, the parties will have no further rights or obligations under this Contract except for any provisions that expressly survive termination.
- (3) The Seller/City agrees to act in good faith and use commercially reasonable efforts to cooperate with the Buyer to satisfy the pre-closing conditions provided that Buyer properly follows established process for obtaining any required approvals and the Seller/City shall not be obligated to waive, amend, or modify any legal requirements or established processes for obtaining any required approvals.

F. No Material Changes: Unless approved by Buyer in writing in advance, Seller shall not enter into or permit any new leases, contracts, easements, liens or title encumbrances affecting the Property, or agree to renew/extend or make any material changes in any existing leases, contracts, easements, liens or title encumbrances related to the Property, from the Effective Date through Closing. In the event Seller breaches this provision, Buyer shall have the right to terminate this Contract. The foregoing right to terminate this Contract shall not in any way affect or limit any other right or remedy that Buyer may be entitled to under this Contract or at law or in equity.

G. Possession: Seller shall deliver exclusive possession of the Property to Buyer at Closing.

H. Rentals and Other Prorations: Rents and operating expenses, if applicable, shall be prorated as of the date of Closing. Seller, at Seller's expense, shall be required to terminate all service contracts, leases and other agreements pertaining to the Property at or prior to Closing.

- I. Fixtures and Equipment: The consideration shall include all fixtures at or related to the Property owned by Seller, if any.
- J. Damage or Destruction of Property: Risk of physical loss, damage or contamination to the Property shall be borne by Seller until Closing, provided that if any property covered by this Contract shall be damaged, destroyed or contaminated before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the Property and a credit at Closing for the amount of any insurance deductible payable by Buyer as a condition to receiving any such insurance proceeds, or (b) rescind the Contract by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction, in which event the parties shall be released from all further obligation hereunder. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- K. Condemnation: If condemnation proceedings are commenced against the Property or any portion thereof, or if Buyer receives information to the effect that such proceedings may be commenced against the Property or any portion thereof, Buyer shall have the right, exercisable by giving notice to Seller prior to Closing, to terminate this Contract, in which event the parties shall be released from all further obligation hereunder. If Buyer elects to accept the Property, all condemnation awards shall be paid or assigned to Buyer at Closing. Seller shall promptly inform Buyer if Seller becomes aware of any pending or threatened condemnation proceeding.
- L. Condition of Property: Seller agrees that upon delivery of the deed, the Property shall be in the same condition as on the Effective Date, reasonable wear and tear excepted and damage accepted by Buyer under Article III(J).
- M. Taxes and Assessments: At Closing, Seller shall (a) pay all delinquent taxes, including penalties and interest, all assessments that are a lien on the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing, (b) pay all other unpaid real estate taxes and assessments relating to years prior to Closing, and (c) credit on the Purchase Price all real estate taxes, assessments and agricultural use tax recoupments for the year of Closing, prorated through the date of Closing. The proration of undetermined taxes shall be conclusively based upon a three hundred sixty-five (365) day year, the last available tax rate, and a tax value calculated using the Purchase Price as the market value; giving due regard to applicable exemptions, recently voted millage, or change in tax rate, etc., whether or not the same have been certified. With regard to future assessments, Seller represents and covenants to Buyer, as of the Effective Date, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the real estate.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

A. Buyer Representations and Warranties. Buyer represents and warrants to the City as follows as of the Effective Date:

- (1) Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of Ohio. Buyer/Developer has the necessary power and authority to enter into this Contract, and this Contract constitutes the valid and binding obligation of Buyer/Developer in accordance with its terms. This Contract and the transactions contemplated hereby have been approved by the members of Buyer/Developer;
- (2) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”), the Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action;
- (3) Buyer is in compliance with the State of Ohio campaign financing laws set forth in Ohio Revised Code (“ORC”) Chapter 3517;
- (4) Buyer is in compliance with ORC Section 2921.42, to the extent applicable; and
- (5) Buyer has no knowledge of any finding having been issued against it by the Auditor of the State of Ohio that is “unresolved”.

B. Seller Representations and Warranties. The Seller hereby represents and warrants to Developer as follows as of the Effective Date:

- (1) The Seller has the necessary power and authority to enter into this Contract, and this Contract constitutes the valid and binding obligation of the City in accordance with its terms.
- (2) The execution and delivery of this Contract by the Seller, and the consummation of the transactions contemplated hereby and the performance by the Seller of its obligations hereunder, have been duly authorized and do not violate any provision of any municipal, state or federal law, statutory or otherwise, to which the Seller or the Development Site is subject.
- (3) There is no litigation, proceeding or action pending or, to the best knowledge of the City Attorney, the Mayor, or the Auditor of the City, threatened in writing against or relating to the Development Site, before any federal, state or local court or regulatory agency, or other governmental authority, which could reasonably be expected to have a materially adverse effect on the Development Site, and no written notice of any of

- the above has been received by the City Attorney, the Mayor, or Auditor of the City.
- (4) There are no condemnation actions threatened or pending regarding the Development Site and no notice of any has been received by the City Attorney, the Mayor, or the Auditor of the City.
 - (5) The Seller has not entered into any purchase contracts, rights of refusal, options or other agreements of any kind whereby any person or entity other than the Seller has acquired any right, title or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Development Site and there are no leases, tenancies or other possessory interests in the Development Site which will continue after the Closing Date.
 - (6) No representation or warranty of the Seller contained in this Contract, and no written statement made by or on behalf of the Seller to Buyer pursuant to this Contract, contains an untrue statement of a material fact.
- C. All of the foregoing representations, warranties and covenants shall survive or continue following the Closing.

ARTICLE V: CONSTRUCTION OF THE PROJECT

- A. Construction of the Project. The various components of the Project will be constructed in accordance with the requirements set forth in the Reynoldsburg Zoning Code, the approved Major Site Plan, and all applicable City approvals and permits. In addition, the Project will be constructed of high quality materials. "High quality materials" shall mean durable and authentic materials containing thoughtful detailing.
- B. Timing Requirements. The anticipated timeline and master schedule for the Project is attached hereto as Exhibit D (the "Master Schedule") and Developer shall use commercially reasonable efforts to cause the Project to be constructed in accordance with such Master Schedule. The Master Schedule may be amended from time to time by Developer as development of the Project progresses, in Developer's discretion, but with prior written notice to the City, but not its prior written approval. Notwithstanding the foregoing, the outside commencement date set forth on the Master Schedule and the Outside Completion Dates may only be extended by Developer in Developer's discretion for a period of up to sixty (60) days ("Developer's Extension Right"), or as a result of Unavoidable Delays. Developer anticipates commencing construction of the Project no later than ninety (90) days after the Closing Date and anticipates completing construction of the entire Project on or about (Insert Date) .
- C. Project Funding. Except as otherwise set forth in this Contract, Developer is solely responsible for funding the Project, whether through equity, conventional financing, or otherwise. The City will cooperate with and provide support to Developer in its efforts to identify and apply for additional available city, county, state and federal funding for the Project and will consider providing, without being obligated to provide, additional

incentives to support the economic viability of the Project. The City will further negotiate, in good faith, with Developer on a reimbursement agreement for costs of construction of public infrastructure improvements, which includes the access way and public parking lot, associated with the Development Site through proceeds received from the appropriate Tax Increment Financing (TIF) District. The reimbursement agreement will address such matters typically covered in public/private TIF reimbursement arrangements, including, without limitation, establishing the components of the Project costs available for reimbursement (including interest costs incurred by the Buyer prior to reimbursement) and reimbursement timing. The parties will (i) negotiate in good faith and finalize the form and substance of the reimbursement agreement during the Contingency Period, and (ii) execute and deliver the reimbursement agreement at Closing. Buyer's obligations hereunder shall be conditioned on the parties entering into the reimbursement agreement at or prior to Closing.

- D. Unavoidable Delays. Except as otherwise provided herein, Developer shall not be considered in default of its obligations to be performed under this Contract if delay in the performance of such obligations is due to acts of God, acts of public enemies, orders or restraints of any kind of the government of the United States of America or of the State of Ohio or any of their departments, agencies, or officials, or any civil or military authority, riots, landslides, earthquakes, hurricanes, tornados, floods, the actions of the City or failures of the City to perform its obligations hereunder, the failure of the City and the City Review Bodies to timely review and approve the Project or any component thereof in accordance with the Master Schedule, or any other matter relating to the Project requiring approval hereunder or other cause similar in nature to the foregoing beyond its control and without its fault or negligence ("Unavoidable Delays"), but not including lack of financing or financial capacity by the Developer. In the event of the occurrence of any Unavoidable Delays, the time or times for performance of such obligations shall be extended for the period of the enforced delay up to a maximum period of 180 days; provided, however, that Developer shall within a reasonable time after the beginning of any such Unavoidable Delays, notify the City in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within a reasonable time after the end of the delay, notify the City of the actual duration of the delay. In addition, the term "Unavoidable Delays" shall include delays in the issuance of any permits necessary to construct the Project, unless such delay is due solely to Developer's failure to deliver such documentation or information necessary to issue such permit.
- E. Quality of Work; Minimization of Interference. Developer will use commercially reasonable efforts to ensure that all work done in connection with the construction of the Project or any renovation, rehabilitation, restoration or repair thereto shall be done in a good and workmanlike manner, free from material faults and defects and in compliance with the applicable building and zoning laws and will comply with all laws, ordinances, order and requirements of all governmental authorities. Prior to commencing construction, Developer, with input from the City, shall develop a plan to minimize the impact of construction activities on adjacent residents, including addressing contractor parking, truck circulation, permitted construction hours and construction phasing.

- F. Bonding. Prior to commencing construction on the Project, Developer shall cause to be delivered to the City a performance bond and labor and material payment bond (collectively, a “Payment and Performance Bond”), covering the work of Developer’s general contractor issued by a surety company licensed to do business in the State of Ohio as surety, covering such components of the Project that constitute public improvements and for which construction is about to begin. The aforementioned Payment and Performance Bond shall include a multiple obligees rider that adds the City as an additional obligee of the Payment and Performance Bond. The Payment and Performance Bond may be released and terminated at such time that the portion of the work constituting public improvements is completed.
- G. Insurance. Developer shall obtain and/or cause its contractors to maintain all policies of insurance:
- (1) Builders Risk Insurance. During construction and subsequent reconstruction, restoration, renovation or rehabilitation of the Project, Developer shall procure and maintain, and/or cause its contractors or agents to procure and maintain all builders’ risk and fire insurance with extended coverage upon the Project improvements then to be constructed in the amount of one hundred percent (100%) of the replacement cost thereof.
 - (2) Public Liability Insurance. During construction and until completion of the construction of the Project improvements, Developer shall insure against all claims for personal injury or death or property damage occurring in or about the Development Site, with a reputable insurer licensed in the State of Ohio, with a Best’s rating of A10 or better, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence.

ARTICLE VI: DEFAULT; REMEDIES

- A. In General. Except as otherwise provided in this Contract, in the event of any default in or breach of this Contract, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within 30 days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) days, such longer period of time as may be reasonable, but in no event longer than 180 days after receipt of the notice. If such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after such written notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing:

- i. if Buyer defaults by failing to close when Buyer is obligated to do so, Seller's sole remedies shall be to either (a) terminate this agreement, in which Buyer will compensate Seller for any additional project costs, including any real estate tax obligations so incurred from the time of this Contract to default and thereafter the parties shall be released from all obligations hereunder except those obligations expressly intended to survive termination, or (b) seek specific performance; and
 - ii. if Seller defaults by failing to close when Seller is obligated to do, Buyer's sole remedies shall be to either (a) terminate this agreement, in which event Seller shall reimburse Buyer for Buyer's documented third party expenses and thereafter the parties shall be released from all obligations hereunder except those obligations expressly intended to survive termination, or (b) seek specific performance.
- B. Bankruptcy. Without limiting the generality of Article VI(A), it also shall be an event of default hereunder if Developer shall:
 - (1) make any assignment of its property for the benefit of creditors;
 - (2) permit the appointment of a receiver, trustee or assignee with respect to all or substantially all of its assets;
 - (3) declare bankruptcy or insolvency; or
 - (4) have any bankruptcy proceedings commenced by or against it, provided, however, the commencement of an involuntary proceeding against Developer shall not be an event of default if dismissed within 60 days following commencement.
- C. Failure to Complete Construction of the Project.
 - (1) Without limiting the generality of Article VI(A) or any other remedies the City may have in connection with Developer's default or breach of this Contract, if Developer or its Mortgagee fails to complete construction of any component of the Project by the applicable Completion Date, subject to any extension as a result of Developer's Extension Right, any extension as a result of Unavoidable Delays, and any applicable notice or cure period, the City shall have the right (but not the obligation) to repurchase (the "Repurchase Right") the Development Site for which construction is required to be, but is not yet complete, by delivery of written notice to Developer and its Mortgagee (the "Repurchase Notice"). Within 90 days after receipt of the Repurchase Notice, unless Developer cures the applicable defaults within such 90-day period, Developer shall (i) convey fee ownership of the applicable component of the Project to the City by limited warranty deed (the "Repurchase Deed") in substantially the same form as the Deed, free and clear of all liens and other encumbrances, other than (A) those liens and encumbrances that were in effect immediately prior to the Closing Date, (B) those liens associated with any security instruments associated with the financing of the Project encumbering

the component of the Project at issue as of the date of receipt of the Repurchase Notice (collectively, the “Secured Liens”), and (C) any mutually acceptable reciprocal easement agreement that be necessary for the continued use and development of the other portions of the Project, and (ii) indemnify the City against any changes in the environmental condition of the applicable component of the Project arising after the Closing Date but prior to the date of the reconveyance, which indemnification shall survive any termination of this Contract and shall not merge with the Repurchase Deed.

- (2) Promptly after sending the Repurchase Notice, the City shall obtain an updated appraisal (the “Updated Appraisal”) for the Development Site (the “Post-Closing Appraised Value”). In connection with the conveyance to the City pursuant to the Repurchase Deed, the City shall pay Developer an amount equal the Purchase Price plus any increase in value reflected in the Post-Closing Appraised Value for the component at issue, less any sums required to payoff and release in full the Secured Liens. Notwithstanding anything herein to the contrary, the City shall have the right to revoke the Repurchase Notice at any time up until thirty (30) days after receipt of the Accepted Appraiser’s written determination of the Post-Closing Appraised Value, by delivery of written notice to Developer. The cost of the Updated Appraisal shall be borne equally by Developer and the City.
- (3) Other Rights and Remedies; No Waiver by Delay. The City and Developer shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Article, provided, that any delay by the City or Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that the City or Developer should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Article because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved), nor shall any waiver in fact made by the City or Developer with respect to any specific default by the City or Developer under this Article be considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults by the City or Developer under this Article or with respect to the particular default except to the extent specifically waived in writing.
- (4) Reports and Materials. If this Contract is terminated pursuant to this Article VI, within five (5) Business Days (defined below) after such termination, Developer shall deliver to the City a complete set of all surveys, title reports, environmental reports, soil studies and all other written materials, records or other documents related to the Project that are in Developer’s possession or under its control.

ARTICLE VII: MISCELLANEOUS

- A. **NOTICES:** Any notice required or provided for herein shall be sent to the applicable address set forth below by certified mail, return receipt requested, by recognized overnight courier, by personal delivery or by email (followed by a hard copy sent by recognized overnight courier) and shall be effective upon delivery, provided that notices delivered by overnight courier only shall be deemed received the next business day after deposit with a recognized overnight courier service for overnight delivery. Any party hereto may, by notice given as aforesaid, change its address for any subsequent notices.

If to Seller:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Joe Begeny, Mayor
Email: jbegeny@ci.reynoldsburg.oh.us

If to Buyer:

Trivium Development LLC
210 N. Lazelle Street
Columbus, Ohio 43215
Attn: Tim Spencer
Email: tim@triviumdevelopment.com

With a copy to:

City of Reynoldsburg
Office of the City Attorney
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Chris Shook, City Attorney
Email: cshook@ci.reynoldsburg.oh.us

With a copy to:

Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
Attn: Robert S. Ryan, Esq.
Email: robryan@kephartfisher.com

- B. **ASSIGNMENT:** Buyer shall have the right to assign its rights and obligations under this Contract to an entity that is, directly or indirectly, controlling, controlled by or under common control with Buyer, provided that (a) Buyer delivers written notice of such proposed assignment to Seller prior to Closing, and (b) at or prior to Closing, Buyer and such entity execute and deliver to Seller a document by which Buyer assigns, and such new entity assumes, all of the duties and obligations of Buyer under this Contract. Except for the assignment permitted under the previous sentence, Buyer shall not assign this Contract without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller may not assign this Contract without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- C. **BROKERS:** Buyer and Seller each represent and warrant that it is not represented by and has not communicated with or engaged any broker in respect of the Property or this Contract. Each party agrees to indemnify, defend, and hold the other party, its employees, agents, officers, heirs, successors and assigns harmless from and against any claims made by any broker or finder for a commission or fee in connection with this Contract or the Closing thereof resulting from any act of Buyer or Seller, as applicable.
- D. **GOVERNING LAW:** This Contract shall be governed by and construed or enforced in accordance with the laws of the State of Ohio.

- E. COUNTERPARTS; FACSIMILE SIGNATURES: This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile or PDF copy of a signature of a party on this Contract shall be fully effective as if an original signature.
- F. TIME OF ESSENCE. Time is of the essence of this Contract. However, if this Contract requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- G. CONSTRUCTION. The terms and provisions of this Contract represent the results of negotiations among the parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or any earlier draft of the same.
- H. INCORPORATION OF EXHIBITS BY REFERENCE. All Exhibits to this Contract are fully incorporated herein as though set forth at length herein.
- I. [Reserved].
- J. LIMITATION OF LIABILITY. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Contract. No shareholder, member, officer, director or employee of Developer or its Affiliates shall be personally liable to the City, in the event of any default or breach by Developer or its Affiliates or for any amount which may become due to the City or on any obligation under the terms of this Contract. Developer's and its Affiliates' liability under this Contract shall be limited to the interest of Developer and its Affiliates in the Development Site and the interests of direct and indirect transferees thereof, rights arising under this Contract and design and other work product associated with the Project.
- K. RECORDING. At or prior to Closing, the parties will prepare and execute a memorandum of the pertinent provisions of this Contract pertaining to the development of Property that survive Closing, which memorandum shall be recorded in the land records of Franklin County, Ohio.
- L. AGREEMENT RUNS WITH THE LAND. All of the provisions, rights, terms covenants, and obligations contained in this Contract shall run with the land and be binding upon the parties and their respective heirs, successors and assignees.

- M. CITY APPROVALS. Any provision of the Contract requiring the approval of the City, satisfaction or evidence of satisfaction of the City, or certification or opinion of the City, shall be interpreted as requiring action by the Mayor of the City or his/her designee granting, authorizing or expressing such approval, satisfaction certificate, certification or opinion, as the case may be, unless such provision expressly provides otherwise, or unless authorization for such approval is required by the City Council of the City under applicable law.
- N. MISCELLANEOUS: This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by Buyer and Seller and copies provided to them. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors, and assigns. All provisions of this Contract shall survive the Closing. The prevailing party shall be entitled to recover its/his/her costs and expenses in any action brought to enforce the terms and conditions hereof, including reasonable attorneys' fees. Buyer hereby discloses that one or more of the owners of Buyer is a licensed real estate agent in the State of Ohio.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract as of the Effective Date.

BUYER:

TRIVIUM DEVELOPMENT LLC,
an Ohio limited liability company

By: _____
Timothy Spencer
President

Date: _____

SELLER:

THE CITY OF REYNOLDSBURG, OHIO,
an Ohio municipal corporation

By: _____
Joe Begeny
Mayor

Date: _____

APPROVED AS TO FORM:

Chris Shook, Reynoldsburg City Attorney

Attachment: Trivium Purchase and Sale Agreement [Revision 1] (Trivium Purchase and Sale Agreement (Happy Dragon))

Exhibit A
Depiction of Property



Attachment: Trivium Purchase and Sale Agreement [Revision 1] (Trivium Purchase and Sale Agreement (Happy Dragon))

Exhibit B
Ordinance

Attachment: Trivium Purchase and Sale Agreement [Revision 1] (Trivium Purchase and Sale Agreement (Happy Dragon))



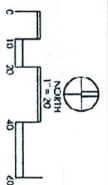
ILLUSTRATIVE PLAN

EAST MAIN STREET - REYNOLDSBURG

PREPARED FOR TRIVIMUM DEVELOPMENT LLC

DWG 3/24/22

TRIVIMUM
10000 E. Main Street
Reynoldsburg, OH 43085
760.222.1111

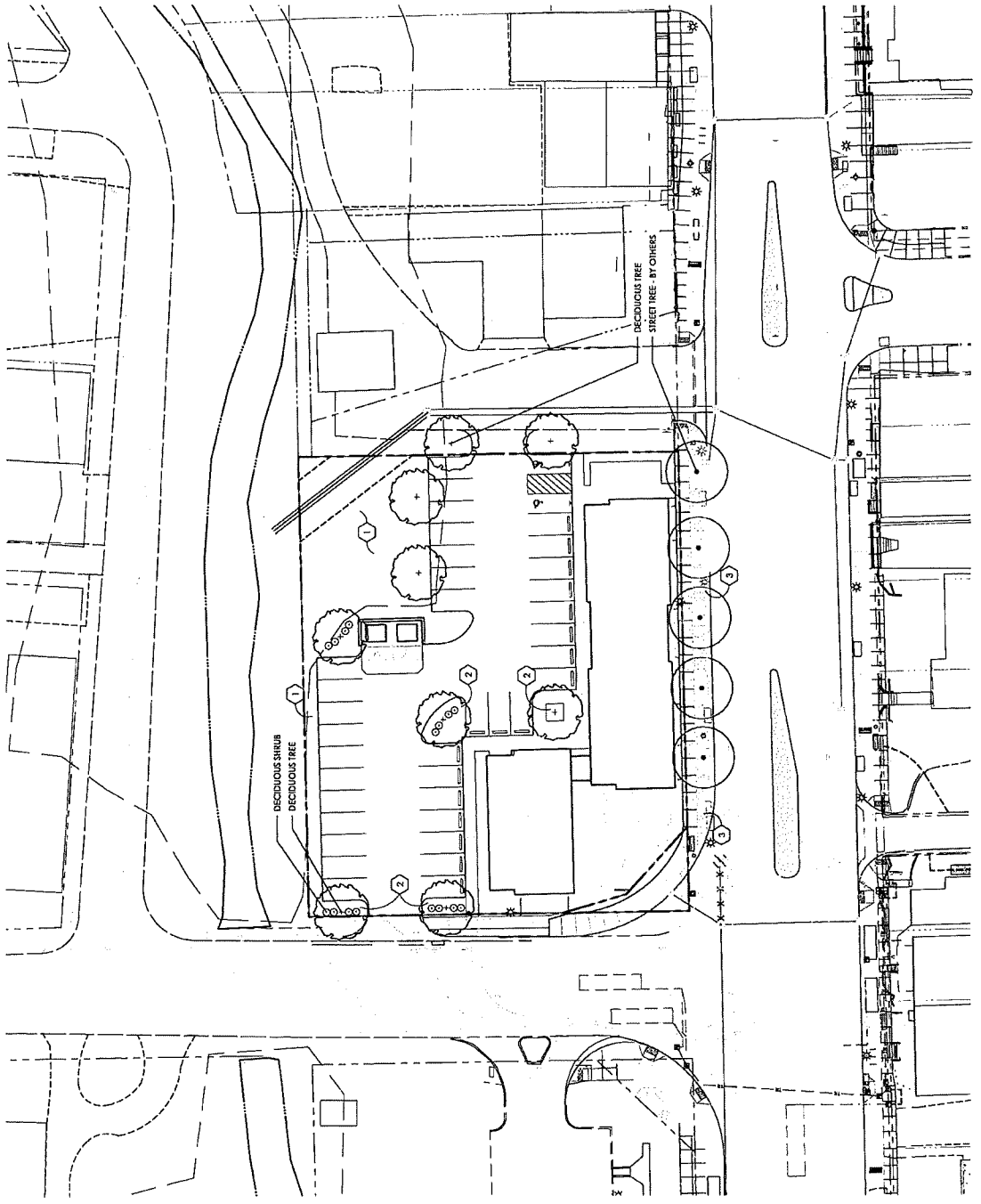
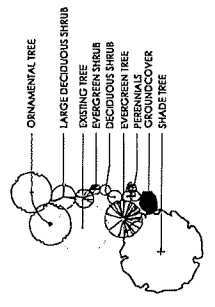


Paris Planning & Design
10000 E. Main Street
Reynoldsburg, OH 43085
760.222.1111

Packet Pg. 37

- CONSTRUCTION NOTES:**
- ① LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
 - ② LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
 - ③ ALL PROPOSED LANDSCAPE IMPROVEMENTS WITHIN RIGHT-OF-WAY TO BE COMPLETED BY OTHERS - PER EAST MAIN STREET IMPROVEMENT PLANS

PLANT KEY TYPICALS



REYNOLDSBURG ZONING CODE LANDSCAPE REQUIREMENTS	PROPOSED
CODE	PROPOSED
TREE REPLACEMENT (1105.07 - E)	TREE REPLACEMENT QUANTITIES
EACH EXISTING MAJOR TREE (WITH A CALIPER OF 12" OR LARGER) REMOVED SHALL BE REPLACED WITH A MAJOR TREE, HAVING A MINIMUM CALIPER OF (1.5") MEASURED AT (1") ABOVE THE GROUND.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
STREET TREES (1105.07 - G)	STREET TREES TO BE INSTALLED
TREES, TO BE APPROVED BY THE CITY OF REYNOLDSBURG, SHALL BE PLANTED ALONG THE PUBLIC RIGHT-OF-WAY OF ANY DEVELOPMENT, MINIMUM 2' CAL.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
INTERIOR LOT LANDSCAPING (1105.07 - H, - I, - J) FOR COMMERCIAL USE	INTERIOR LOT LANDSCAPING
1" TREE CALIPER MUST BE PLANTED FOR EACH 7000 SQUARE FEET; LOT SIZE: 19,385 SQ. FT. = 10 CALIPER INCHES REQUIRED FOR INTERIOR LOT LANDSCAPING.	(8 SHADE TREES AT 7' CAL.)
CREDIT OF EXISTING TREES ON SITE (1105.07 - H, - I, - J)	CREDIT OF EXISTING TREES
EXISTING TREES TO BE MAINTAINED AND PROTECTED (2000 SQUARE FEET OF INTERIOR LOT LANDSCAPING REQUIRED FOR EACH 7000 SQUARE FEET OF LOT AREA)	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
INTERIOR PLANTING REQUIREMENTS (CALIPER MEASURED AT 4" ABOVE THE GROUND)	INTERIOR PLANTING REQUIREMENTS
PARKING AREA LANDSCAPING (1105.07 - J, - II, - III)	4 TREES AND 16 SHRUBS PROVIDED
FOR EVERY (100) PARKING SPACES OR FRACTION THEREOF, (2000) SQUARE FEET OF INTERIOR LANDSCAPED PARKING LOT AREA ARE REQUIRED, CONTAINING AT LEAST (1) TREE WITH A CALIPER OF 12" OR LARGER AND (16) SHRUBS WITH A CALIPER OF 4" OR LARGER. (2000) SQUARE FEET WITH A MINIMUM (100) PARKING SPACES.	
MECHANICAL EQUIPMENT SCREENING (1105.07 - K, - III)	MECHANICAL EQUIPMENT SCREENING
MECHANICAL EQUIPMENT SHALL BE SCREENED WITH LANDSCAPING SO THAT THESE FUNCTION ARE OUT OF VIEW OF THE PUBLIC RIGHT-OF-WAY AND ADJACENT PROPERTIES, WHILE ALLOWING CONVENIENT ACCESS.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS

LANDSCAPE PLAN

AST MAIN STREET - REYNOLDSBURG
PREPARED FOR TRIVIMUM DEVELOPMENT LLC
9/24/22



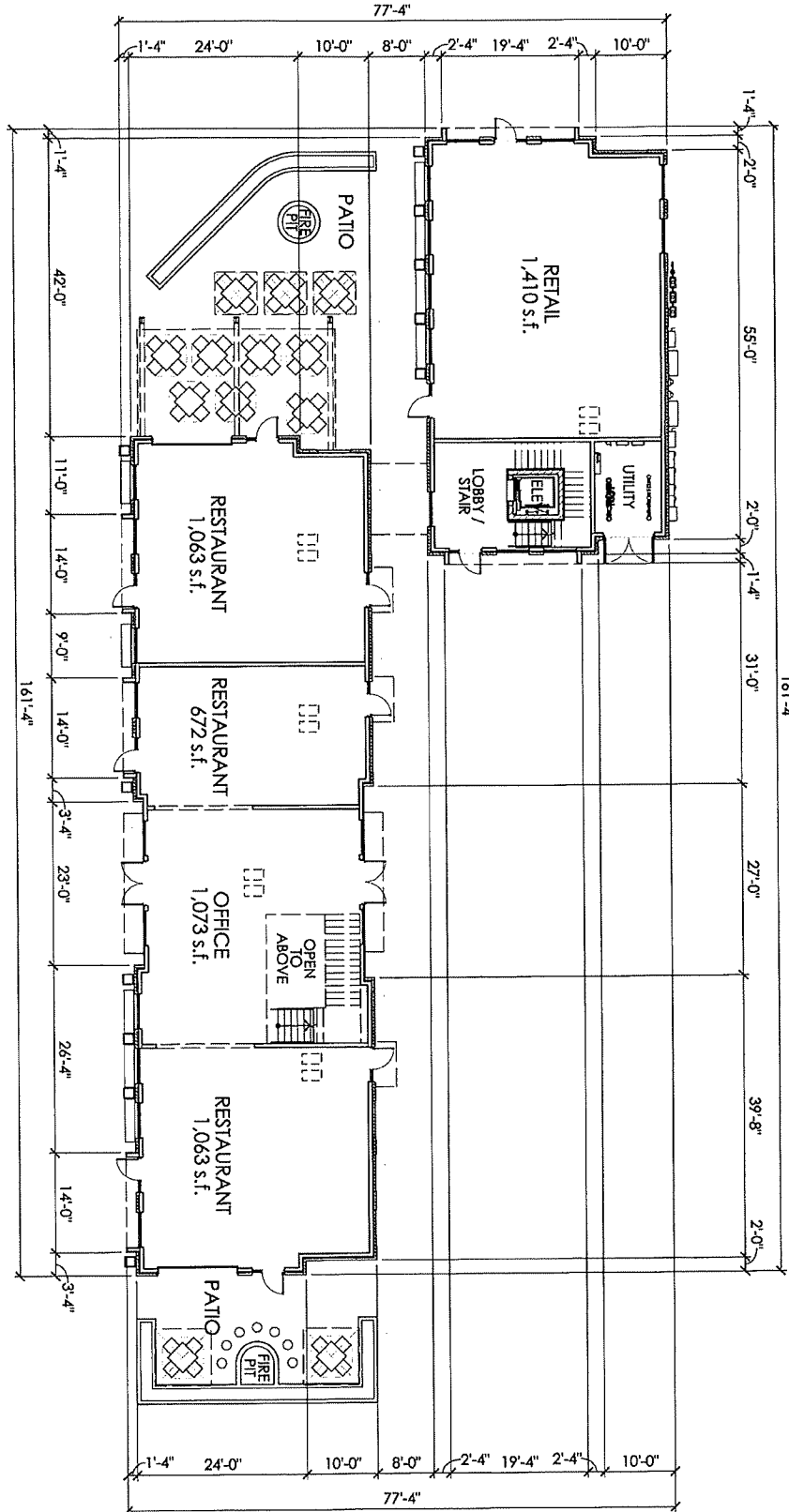
LAND PLANNING
4848 Creechway
P.O. Box 140144
www.trivium.com

Attachment: Major Site Plan Application REVISION-7332 E Main Street, 2022-0005014 [Revision 1] (Main and Lancaster Development App



A
SCALE: 1/16" = 1'-0"
GROUND FLOOR PLAN

GROUND FLOOR: 5,814 GROSS SQUARE FEET
SECOND FLOOR: 5,848 GROSS SQUARE FEET
TOTAL AREA: 11,662 GROSS SQUARE FEET



MAR 29 2022

A-1	GROUND FLOOR PLAN	MAIN & LANCASTER NE CORNER OF MAIN ST. AND LANCASTER AVE. REYNOLDSBURG, OHIO FOR TRIVIUM DEVELOPMENT 210 NORTH LAZELLE STREET COLUMBUS, OHIO 43215				
		ISSUE	REVISION	DATE		
		1		03/29/2022		

BEA

CHRYSLER BUILDING
1440 BROADWAY
NEW YORK, NY 10019
212-512-5511
FAX 212-512-5511

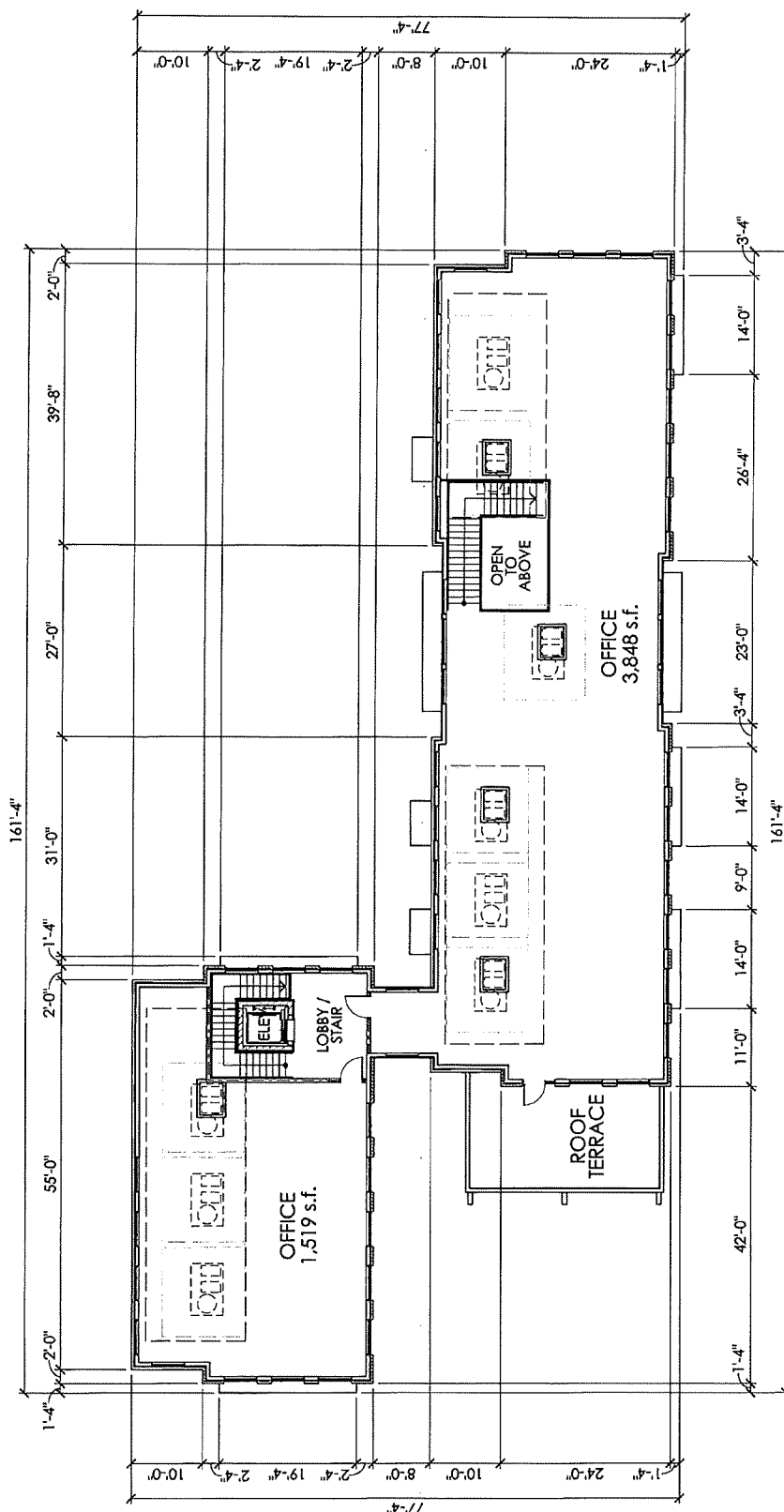
MAIN & LANCASTER
NE CORNER OF MAIN ST. AND LANCASTER AVE.
REYNOLDSBURG, OHIO
FOR
TRIUMF DEVELOPMENT
210 NORTH LAZELLE STREET

[illegible]

SECOND
FLOOR PLAN

09 00000 NITROGEN

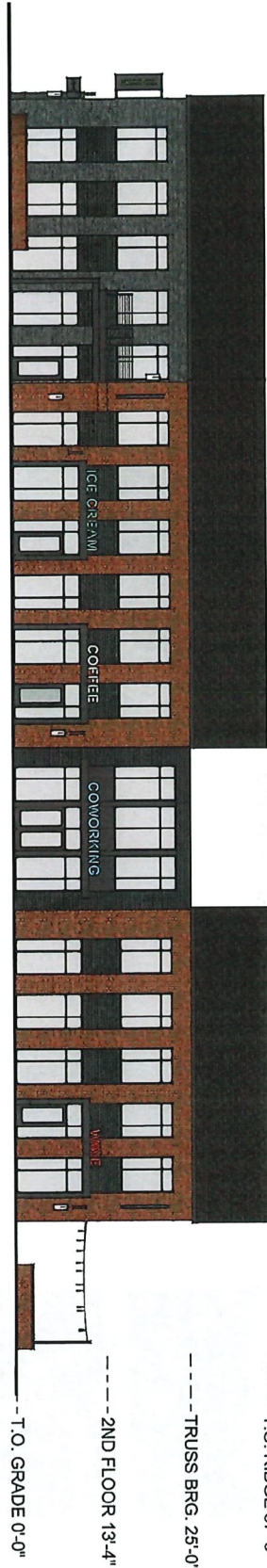
A-2



GROUND FLOOR: 5,814 GROSS SQUARE FEET
SECOND FLOOR: 5,848 GROSS SQUARE FEET
TOTAL AREA: 11,662 GROSS SQUARE FEET

SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

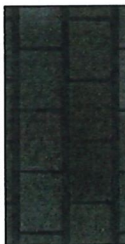


A
SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



MECHANICAL SCREEN:
PERFORATED ANODIZED ALUMINUM



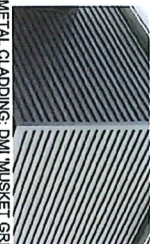
ASPHALT SHINGLES: GAF
SLATELINE ENGLISH GRAY



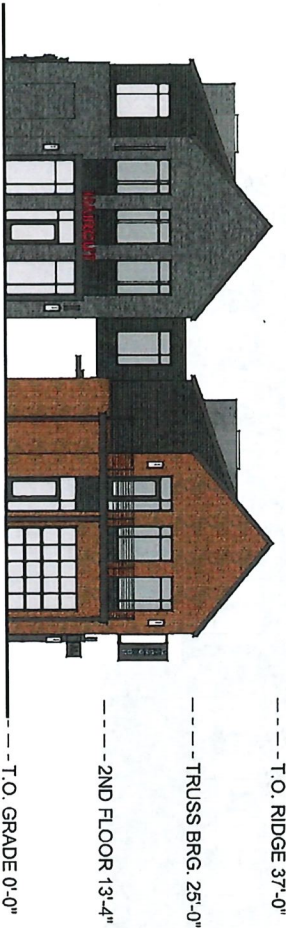
BRICK 1: GLEN GERRY ALBANY



BRICK 2: GLEN GERRY VALLEY FORGE



METAL CLADDING: DM1 MUSKET GREY



B
WEST ELEVATION

SCALE: 1/16" = 1'-0"

A-3

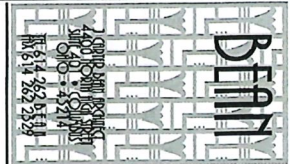
**BUILDING
ELEVATIONS**

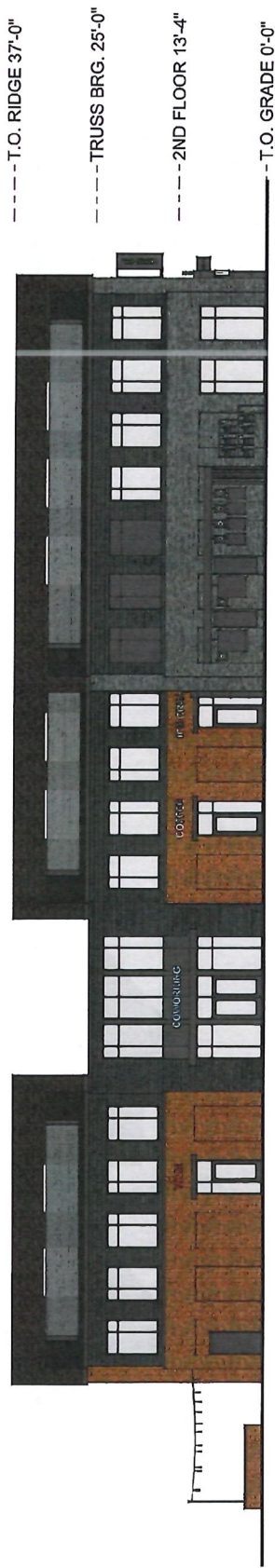
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ISSUE	REVISION	DATE
202009		MAY 23, 2022

MAIN & LANCASTER
NE CORNER OF MAIN ST. AND LANCASTER AVE.
REYNOLDSBURG, OHIO

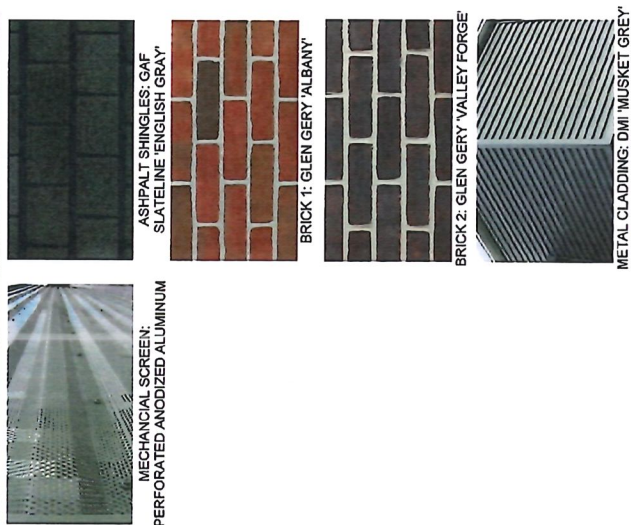
FOR
TRIVIUM DEVELOPMENT
210 NORTH LAZELLE STREET
COLUMBUS, OHIO 43215



[illegible]

NORTH ELEVATION

SCALE: 1/16" = 1'-0"



EAST ELEVATION

SCALE: 1/16" = 1'-0"

Construction Schedule / Exhibit D

Project Name: Project Paragon

Start Date: 9/19/22

Total Duration: 395 days

Project Manager: TS

End Date: 10/1/23

TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION
Planning			5/23/22	8/1/22	
Raw Material Accumulation					
Drawings					
Floors Creation					
Light Fittings					
Underground					
Painting					
Accessories Installation					
AC Installation					
Fire Extinguishers					
Parking Spaces					
HVAC					
Plumbing					
Final Inspections					
Wrap up					
Terminal Cleaning					
Complete					



Memorandum of Understanding

Between

THE CITY OF REYNOLDSBURG

and

TRIVIUM DEVELOPMENT, LLC

This Memorandum of Understanding (MOU) sets for the terms and understanding between the City of Reynoldsburg, an Ohio municipal corporation (“City”) and the Trivium Development, LLC, an Ohio limited liability company (“Trivium”) related to right-of-way acquisition and public infrastructure improvements upon property adjacent to Franklin County Parcel Number 060-000215 (the “Property”).

Background

The parties to this MOU have entered, or are entering, into a Real Estate Purchase Contract whereby City is selling to Trivium certain parcels of real estate at the corner of Lancaster Ave. and E. Main Street in the City of Reynoldsburg in exchange for monetary consideration and the construction of a minimum 11,500 square foot office and retail space (“Project”) designed to enhance commerce and aesthetics in the Olde Reynoldsburg Commercial District (ORD-C). The parties desire to provide for necessary ingress and egress, along with public parking that will benefit all commercial development along the ORD-C corridor.

Purpose

This MOU will set forth the City’s commitment to engaging in reasonable efforts to acquire right-of-way and engage in design, engineering, and construction of appropriate ingress/egress and public parking adjacent to the Property. These goals will be accomplished by undertaking the following activities:

The City agrees to undertake and complete, at its sole cost and expense, improvements to the public right-of-way located along the eastern boundary of the Property (the “City Improvements”), which right-of-way provides the direct means of ingress and egress access to and from the Property and East Main Street. The City Improvements will utilize quality design and materials consistent with those used in the Project and will create a first class entrance into the Project. The City Improvements will include without limitation:

- 1) Acquire area between the Property and the adjacent property to the east containing the drive aisle and convert to public right-of-way; and
- 2) In areas of existing pavement within the public right-of-way, the existing pavement is to be milled and overlaid, any proposed pavement to match existing, adjoining pavement section; and
- 3) Signage to be provided notifying drivers of the Flood Hazard; and
- 4) Utility relocation as needed; and

- 5) Convert French Drive into a one-way road with additional parking conditioned upon feasibility with storm water regulations.

The City will coordinate construction of the City Improvements with Trivium and its general contractor so that construction and completion of the City Improvements will coincide, in a timely manner, with the construction and completion of the Project.

Funding

The parties acknowledge that this MOU depends upon the City's ability to acquire right-of-way necessary to effectuate its purpose, provided such right-of-way will be acquired at no cost to the City. Further, the parties acknowledge this MOU depends upon the City's financial capability and compliance with the bidding process provided by the Reynoldsburg City Charter as well as the Codified Ordinances of the City of Reynoldsburg.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials and representatives of the parties. This MOU shall become effective upon signature by the authorized officials and representatives from the parties and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Joe Begeny, Mayor
Email: jbegeny@ci.reynoldsburg.oh.us

Trivium Development LLC
210 N. Lazelle Street
Columbus, Ohio 43215
Attn: Tim Spencer
Email: tim@triviumdevelopment.com

Date:

Joe Begeny
Mayor of the City of Reynoldsburg

Date:

Tim Spencer
President, Trivium Development, LLC

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

DATE: **June 13, 2022**

TO: **Finance and Administration Committee**

RE: TIF Reimbursement Agreement with Trivium

Approval:

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

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

This Ordinance would authorize the Mayor to enter into a TIF Reimbursement Agreement with Trivium Development related solely to public infrastructure costs associated with the construction of a public parking lot with 38 public parking spaces at the Northeast corner of Lancaster Avenue and East Main Street. The funds for reimbursement would be provided through the Brice/Main TIF previously established.

Explanation of legislation and need: This Agreement is in conjunction with the Purchase and Sale Agreement with Trivium

An Ordinance Authorizing the Mayor to Enter into a Capital Improvement Construction Reimbursement Agreement with Trivium Development LLC, and Declaring an Emergency

WHEREAS, the City desires to provide sufficient available public parking for the benefit of all small businesses located within the East Main Street corridor; and

WHEREAS, as part of re-development efforts for the Northeast corner of Lancaster Avenue and East Main Street in the City of Reynoldsburg, the City is entering into a Purchase and Sale

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

Agreement with Trivium Development, LLC for the transfer of real property for such purpose;
and

WHEREAS, Trivium Development, LLC has committed to constructing a parking lot open to the public as part of its commercial re-development, such parking lot to contain thirty-eight (38) public parking spaces; and

WHEREAS, this Council previously approved, pursuant to Ordinance Number 102-18, the creation of a 30-year, 100% Tax Increment Financing District (known as the "Main and Brice TIF"); and

WHEREAS, the City desires to reimburse Trivium Development, LLC for its costs incurred in the construction of the public parking lot from the service payments received by the Main and Brice TIF as such improvements benefit the TIF District; and

WHEREAS, this Council hereby authorizes the Mayor to enter into a Capital Construction Reimbursement Agreement with Trivium Development, LLC, and finds that such an agreement is in the best interest of the City.

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

Section 1. That the Mayor be and is hereby authorized to enter into a Capital Construction Reimbursement Agreement with Trivium Development, LLC, an Ohio limited liability company, for reimbursement of costs incurred for public infrastructure improvements, pursuant to the terms set forth in the Agreement. The Agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

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

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to facilitate a timely sale, wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

**CAPITAL IMPROVEMENTS PROJECT
CONSTRUCTION REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF REYNOLDSBURG
AND
TRIVIUM DEVELOPMENT LLC
FOR
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

This Construction Reimbursement Agreement, hereinafter the AGREEMENT, made and entered into this _____ day of _____, 2022, hereinafter the EFFECTIVE DATE, by and between the City of Reynoldsburg, State of Ohio, hereinafter designated as the CITY, pursuant to and under the authority of Ordinance No. _____, passed by the City Council of the City of Reynoldsburg, approved by the Mayor of said CITY, and attested to by the City Clerk on the _____ day of _____ 2022, and Trivium Development LLC, hereinafter designated as the DEVELOPER; and

WHEREAS, the CITY and DEVELOPER entered into a Real Estate Purchase Contract (the "Purchase Contract") pursuant to Ordinance No. _____, executed on _____, under the terms of which (i) the CITY agreed to sell to DEVELOPER certain real property owned by the CITY known as Franklin County Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215 (collectively, the "Property"), and (ii) DEVELOPER agreed to redevelop the Property with a mixed-use commercial building and related site improvements; and

WHEREAS, the Property is located within Tax Increment Financing District created by Ordinance No. 102-18 and known as the "Main and Brice TIF;" and

WHEREAS, Developer's development of the Property will include certain improvements for a public parking lot and associated public infrastructure on a portion of the Property, which improvements the CITY has determined are in the vital and best interests of the CITY and will advance the health, safety and welfare of its residents;

WHEREAS, the Reynoldsburg City Council has determined that it is in the CITY's best interest to enter into this AGREEMENT with the DEVELOPER for purposes of constructing and paying the costs of said improvements for a public parking lot and associated public infrastructure improvements located on a portion of the Property; and

WHEREAS, in order to facilitate construction of the aforementioned improvements, it is necessary for the CITY and the DEVELOPER to enter into this AGREEMENT for purposes of setting forth the terms and conditions for construction of the improvements and payment of the construction costs.

NOW THEREFORE, the parties agree to as follows:

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this AGREEMENT; and b) all detailed engineering plans and construction drawings pertaining to the Improvements.
- B. “Cost of Work” is defined as the total consideration paid or incurred by DEVELOPER in order to construct or finance the Improvements, including but not limited to: (i) cash paid; (ii) interest on cash paid by the DEVELOPER from the date of such payment until the date of reimbursement by the City at a rate not to exceed 4% or the actual costs incurred by DEVELOPER to finance the Improvements, whichever is less; (iii) review and inspection fees incurred in connection with the construction of the Improvements; (iv) professional fees incurred in connection with the construction of the Improvements; and (v) construction management and supervisory costs and fees incurred in connection with the construction of the Improvements. Fees shall be itemized to evidence such connection to the construction of the Improvements.
- C. “Guaranteed Maximum Sum” means the Improvements reimbursement total not to exceed One Million One Hundred Twenty-Four Thousand Three Hundred and Twelve Dollars and Fifty Cents (\$1,124,312.50).
- D. “Improvements” means a public parking lot with 38 parking spaces open to the public and associated public infrastructure to be located on a portion of the Property as further described in the Contract Documents and specifically identified within Exhibit A.
- E. “Project Schedule” means the project schedule for completion of the Improvements set forth in Exhibit C.
- F. “Work” means the construction of the Improvements.

- 2. GENERAL CONSIDERATIONS:** In consideration of the promises of the CITY set forth herein, the DEVELOPER, its successors and assigns, jointly and severally agree to construct the Improvements described in the Contract Documents and identified in Exhibit A. In making the Improvements, the DEVELOPER shall fully cooperate with the CITY and shall complete said Improvements in accordance with approved plans and the Project Schedule (subject to reasonable extension for delays caused by force majeure). The CITY retains the right to review, comment and approve drawings and plans prior to construction. The DEVELOPER shall be responsible for complying with all other Federal, State and Local laws, including but not limited to the Americans with Disabilities Act. The DEVELOPER shall process all payments to its contractors.

In communications with the DEVELOPER, the CITY shall respond in a timely manner, and CITY approvals shall not be unreasonably conditioned, withheld, or delayed.

3. **DEVELOPER TO ACT AS GENERAL CONTRACTOR:** The DEVELOPER agrees to act as general contractor for the construction of the Improvements and to contract for the construction of the Improvements in the DEVELOPER's name with contractors and subcontractors selected by DEVELOPER.

4. **PROJECT GUARANTY:** The DEVELOPER warrants that it will exercise in its performance of the Work the standard of care normally exercised by commercial developers in constructing comparable projects. DEVELOPER will engage qualified engineering, architectural and construction organizations to the extent their respective services are required to design and construct the Improvements. The DEVELOPER further warrants that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after completion of the Work. The DEVELOPER shall at its own expense:
 - A. Correct or re-execute any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.

 - B. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final inspection and approval of the Work by the CITY or within such longer period of time as may be set forth in the Contract Documents, and replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should the DEVELOPER fail to make corrections required by the Section, then the CITY may do so at the reasonable and customary expense and for the account of the DEVELOPER.

5. **APPROVAL OF WORK:** Approval of the Improvements by the CITY shall not relieve the DEVELOPER of its responsibility for defects in material or workmanship as set forth in Section 4. Said approval shall not be unreasonably withheld.

6. **LIABILITY:** DEVELOPER shall protect, indemnify and save the CITY harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of the DEVELOPER, its officers, employees, agents, contractors or subcontractors. The DEVELOPER shall require all contractor and subcontractor agreements to include indemnification language as found above. The DEVELOPER shall promptly reimburse the CITY and its successors and assigns, for any cost, expense or attorney's fees incurred on account of any such suit or claim incurred in enforcing the terms of this AGREEMENT. This indemnification provision is agreed by the DEVELOPER to expressly waive the DEVELOPER'S immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker's Compensation laws of the Ohio Revised Code from indemnifying and holding the CITY harmless from claims by employees, agents or contractors of the DEVELOPER. This indemnity does not cover (a) any injuries or damages occurring after the completion of construction of the Improvements by the DEVELOPER, or (b) any injuries or damages arising out of the actions or inactions of the CITY or its agents or employees.

7. **INSURANCE REQUIREMENTS:** The DEVELOPER shall take out or cause to be taken out and maintain during the Work, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect DEVELOPER and any contractor or subcontractor performing work covered by the AGREEMENT from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the AGREEMENT, whether such operations are performed by the DEVELOPER, or by a contractor or subcontractor or by anyone directly or indirectly employed by them. SUCH INSURANCE POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL NAMED INSURED. The DEVELOPER shall maintain coverage of the types and in the amounts as specified below. Prior to commencement of construction of the Improvements, the DEVELOPER will provide an original certificate or copy of the insurance policy as proof of such insurance coverage. An “umbrella” type policy with limits specified below may be submitted for this requirement, with the CITY as named insured.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY	
EACH PERSON	\$500,000.00
EACH ACCIDENT	\$1,000,000.00
PROPERTY DAMAGE LIABILITY	
EACH ACCIDENT	\$500,000.00
ALL ACCIDENTS.. ..	\$1,000,000.00

Such insurance shall remain in full force and effect until approval of the Work. Insurance may not be changed or canceled unless the insured, including the CITY, are notified in writing not less than thirty days prior to such change or cancellation. If any part of the AGREEMENT is subcontracted, the DEVELOPER is responsible for the subcontracted part being adequately covered by insurance hereinabove described. Cancellation or lapse of insurance coverage during the life of this AGREEMENT shall be considered a default by the DEVELOPER. The CITY shall receive an original certificate of insurance prior to the commencement of the work.

8. **PREVAILING WAGE:** For the Improvements, the DEVELOPER agrees to abide by the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. This provision shall apply for all contracts and subcontracts for services procured by the DEVELOPER under the terms of this AGREEMENT. For purposes of clarity, the obligation to abide by the prevailing wage requirements shall pertain to the Improvements only, and shall not apply to the private improvements constructed on the Property by DEVELOPER. The CITY’s prevailing wage coordinator is Service Director William Dorman and the CITY’S current prevailing wage schedule is attached hereto as Exhibit D.
9. **PERFORMANCE AND PAYMENT BOND:** The DEVELOPER agrees to execute or require the primary contractor who performs the Improvements to execute a contract performance and payment bond and shall name the DEVELOPER (if applicable) and the CITY as co-obligee in the form provided by Section 153.57 of the

Ohio Revised Code, and shall cover all Improvements set forth in Section 1 of this AGREEMENT through CITY approval of the completion of the Work.

10. **PUBLIC USE:** The DEVELOPER and the CITY agree that the Work reimbursed for under this AGREEMENT shall be dedicated for public use. Upon expiration of the one (1) year guarantee period as set forth in Section 5 herein, the DEVELOPER or its assigns or successors, shall accept all maintenance responsibility for the Work constructed under this AGREEMENT.
11. **COST OF WORK IN EXCESS OF GUARANTEED MAXIMUM COST:** The DEVELOPER agrees to assume and pay all Cost of Work in excess of the Guaranteed Maximum Sum and to indemnify the CITY against any Cost of Work in excess of the Guaranteed Maximum Sum as authorized by the Reynoldsburg City Ordinance referenced in paragraph 1 hereof.
12. **REIMBURSEMENT; REQUEST FOR PAYMENT:** The CITY promises to reimburse DEVELOPER for the Cost of Work associated with the construction of the Improvements described herein, up to the Guaranteed Maximum Sum for the Improvements as authorized by the Ordinance referenced on Page 1 of this AGREEMENT.

The CITY does not reimburse for sales tax paid on building and construction materials and services (Ohio Revised Code 5739.02(B)(13)). A sales tax exemption certificate for the Work is attached hereto as Exhibit E.

The DEVELOPER agrees that the maximum reimbursement of Project Costs will be limited to those items specifically delineated within Exhibit "A". The CITY reserves the exclusive right to consider authorizing reasonable increases and/or decreases in said items, or approving new items that are deemed reasonable to the successful completion of the Improvements, so long as the cost therein does not exceed the Guaranteed Maximum Sum. The DEVELOPER further agrees and understands that the consideration for these increases, decreases or establishment of new items as shown in Exhibit "A" shall be at the sole determination of the CITY or its designee. Notwithstanding the foregoing, the CITY's approval shall not be required for increases, decreases or reallocations of costs for line items of the Work so long as the scope of work is not altered and the total Cost of Work does not exceed the Guaranteed Maximum Sum.

For purposes of determining the amount eligible to be reimbursed by the CITY, the DEVELOPER shall be required to keep complete and accurate books of account showing the Cost of Work and shall provide the following items as documentation of reimbursable project related expenditures, in the form acceptable to the Public Service Department and the City Auditor:

A. Soft Cost Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its consultant(s) and/or supplier(s) for the Improvements. The DEVELOPER shall provide the CITY a request for reimbursement in the form of an AIA G702 Application for Payment (or similar form) or on company letter head itemizing the categories being reimbursed, one copy of the invoice and one

copy of the cancelled check(s) showing payment to consultant(s) or supplier(s) who performed work or supplied material for the Improvements to the extent applicable, and limited to those items set forth in Exhibit A. Invoices are required to be itemized, so as to provide a clear definition of the work performed.

Soft cost invoice documentation shall be sent to:

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

B. Construction Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its contractor(s) and/or supplier(s) for the Improvements.

The DEVELOPER shall submit to the CITY a request for reimbursement in the form of an AIA G702 Application for Payment (or similar form) or on company letter head itemizing the categories being reimbursed, provide one (1) copy of all construction contract invoices that are applicable to the construction of the Improvements and one copy of the cancelled check(s) showing payment to primary contractor who performed work or supplied material for the Improvements to the extent applicable, and limited to those items set forth in Exhibit A. Invoices are required to be itemized, so as to provide a clear definition of the work performed; and

Construction invoice documentation shall to be sent to:

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

- C. Construction Inspection Approval** – When the DEVELOPER’s primary contractor completes all portions of the Work, the DEVELOPER shall request a final inspection by the CITY. If items remain which must be completed or remedied by the DEVELOPER as determined by the CITY, the DEVELOPER shall perform the work immediately upon being notified. All Work must pass final inspection, and include a final accounting of the construction items utilized.
- D. Payment by the CITY** – When the CITY has made final inspection and has deemed the Improvement to have been constructed in accordance with the Contract Documents; and the DEVELOPER has fulfilled the other requirements of this AGREEMENT, the DEVELOPER shall invoice the CITY in compliance with parts A and B of this Section 12, the CITY shall promptly reimburse the DEVELOPER for all work due under the terms of this AGREEMENT in accordance with Section 13 below.

- 13. SOURCE OF REYPAYMENT:** The CITY shall pay to the DEVELOPER the sums due for payment under Section 12 solely from service payments the CITY receives as

a result of the 30-year, 100% Tax Increment Financing District (known as the “Main and Brice TIF”) created by Ord. No. 102-18. At least twice each year, subsequent to completion of the Improvements and DEVELOPER’S submission of a request for payment in accordance with Section 12, and contingent upon the CITY having received funds from the Main and Brice TIF, the CITY shall pay to DEVELOPER the Cost of Work; provided, however, that during the one year period following completion of the Improvements the CITY shall not be required to reimburse DEVELOPER for more than fifty percent (50%) of the Cost of Work with the remaining fifty percent (50%) to be paid in subsequent years. Notwithstanding any other provision of this Agreement, the CITY states and DEVELOPER acknowledges that reimbursement shall be conditioned upon the following: CITY’S payment obligations hereunder are limited to the monies in the Main and Brice TIF Fund, subject to a minimum \$25,000.00 base retainer, and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and DEVELOPER does not have the right to have taxes or excises levied by the City for the payment of the Cost of Work and interest thereon. The parties acknowledge that approval of the Main and Brice TIF is pending.

14. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between the CITY, its agents and employees, and the DEVELOPER, its contractors, subcontractors and agents arising out of or relating to this AGREEMENT or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
15. **CITY INCOME TAX WITHHOLDING:** The DEVELOPER hereby further agrees to withhold and pay all CITY income taxes due or payable under the provisions of the Codified Ordinances of the City of Reynoldsburg, for wages, salaries and commissions paid to its employees and further agrees that any of its contractors or subcontractors shall be required to agree to withhold and pay any such CITY income taxes due under said chapter for services performed under this AGREEMENT.
16. **EQUAL OPPORTUNITY CLAUSE:**
 - A. The DEVELOPER, contractor, subcontractors and agents will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The DEVELOPER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

- B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that the DEVELOPER is an equal opportunity employer.
 - C. It is the policy of the City of Reynoldsburg that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY.
 - D. The DEVELOPER and each subcontractor will include a summary of this equal opportunity clause in every subcontract. The DEVELOPER will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the equal opportunity clause.
17. **ADDITIONAL DOCUMENTATION:** upon execution of the AGREEMENT by the DEVELOPER, DEVELOPER shall provide the following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:
- A. Project location map
 - B. Agreement and executed between Developer and the primary contractor for the Work
 - C. Project budget for the Work including the Engineer's Estimate or Construction Cost Estimate
 - D. Project schedule
 - E. Contract Signature Authorization Affidavit
 - F. Items required at different times
 - (1) Payment Affidavit by DEVELOPER (to be submitted with invoice when seeking reimbursement from the CITY)
 - (2) Payment Affidavit by Contractor/Supplier (to be submitted with invoice when seeking reimbursement from the CITY)
 - G. Purchase Contract between the CITY and DEVELOPER executed on _____, incorporated by reference as if attached.
 - H. Current Worker's compensation certificate.
 - I. Insurance certificate with the CITY named as an additional insured.
18. **ENTIRE AGREEMENT:** This AGREEMENT shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

19. **CITY COUNCIL AUTHORIZATION:** The CITY's obligation to pay or reimburse for the Work under this AGREEMENT, or incur any financial obligation under this AGREEMENT, except as already authorized by Reynoldsburg City Council, is subject to the future authorization of the appropriation and expenditure of funds by the Reynoldsburg City Council to meet the financial obligations of the CITY herein and certification by the City Auditor.

20. **CAMPAIGN FINANCE**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this AGREEMENT under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this AGREEMENT and for one year thereafter

[Signatures on following page]

23. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the dates appearing below.

Trivium Development, LLC**THE CITY OF REYNOLDSBURG**

By: _____

By: _____

Print NameJoe Begeny
Mayor

Date: _____

Title: _____

Date _____

Fed. I.D. No.: _____

APPROVED AS TO FORM:

Chris Shook., City Attorney

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

Stephen M. Cicak, City Auditor

Attachment: Trivium TIF Reimbursement Agreement (TIF Reimbursement Agreement with Trivium)

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
PUBLIC PARKING LOT IMPROVEMENTS					
GENERAL SITE & EARTHWORK					
	1	EACH	DEMO - EXISTING BUILDING STRUCTURE	\$12,000.00	\$12,000
	4	EACH	CATCH BASIN REMOVED	\$2,200.00	\$8,800
	160	LIN. FT.	12" CONCRETE PIPE REMOVED AND DISPOSED OF	\$80.00	\$12,800
	12,700	SQ. FT.	CONCRETE PAVEMENT REMOVED	\$6.00	\$76,200
	550	LIN. FT.	CONCRETE CURB REMOVED	\$10.00	\$5,500
	1	LUMP SUM	RETAINING WALL REMOVED	\$10,000.00	\$10,000
	1	LUMP SUM	BRICK BANDING REMOVED	\$5,000.00	\$5,000
	5	EACH	CURB RAMPS REMOVED	\$800.00	\$4,000
	50	SQ. FT.	CONCRETE WALK REMOVED	\$10.00	\$500
	280	LIN. FT.	GUARDRAIL REMOVED	\$10.00	\$2,800
	7	EACH	EX. SIGN REMOVED	\$250.00	\$1,750
	2,000	CU. YD.	EXCAVATION INCLUDING EMBANKMENT CONSTRUCTION	\$30.00	\$60,000
	1,500	SQ. YD.	FINE GRADING	\$5.00	\$7,500
	150	LIN. FT.	SAWCUT EXISTING ASPHALT	\$5.00	\$750
	2,025	SQ. YD.	SUBGRADE COMPACTION	\$3.00	\$6,075
SUB-TOTAL - GENERAL SITE & EARTHWORK =					\$213,675
EROSION CONTROL					
	4	EACH	INLET PROTECTION	\$150.00	\$600
	500	LIN. FT.	SEDIMENT FENCING	\$6.00	\$3,000
	1	EACH	CONCRETE WASH OUT STATION	\$1,200.00	\$1,200
	350	SQ. YD.	CONSTRUCTION SEEDING & MULCHING	\$2.50	\$875
	1	LUMP SUM	EROSION & SEDIMENT CONTROL INSPECTIONS	\$6,000.00	\$6,000
	1	LUMP SUM	EROSION & SEDIMENT CONTROL REPAIRS	\$6,500.00	\$6,500
SUB-TOTAL - EROSION CONTROL =					\$18,175
ROADWAY & PARKING LOT IMPROVEMENTS:					
	225	CU. YD.	BITUMINOUS AGGREGATE BASE, 4"	\$250.00	\$56,250
	60	CU. YD.	ASPHALT CONCRETE, SURFACE COURSE, 1.5"	\$250.00	\$15,000
	60	CU. YD.	ASPHALT CONCRETE, INTERMEDIATE COURSE, 1.5"	\$250.00	\$15,000
	380	CU. YD.	AGGREGATE BASE, 10"	\$80.00	\$30,400
	140	GAL.	BITUMINOUS TACK COAT (0.1 GAL./S.Y.)	\$5.00	\$700
	500	LIN. FT.	4" PIPE UNDERDRAIN	\$6.50	\$3,250
	1,650	SQ. FT.	4" CONCRETE SIDEWALK	\$6.00	\$9,900
	800	LIN. FT.	CURB	\$25.00	\$20,000
	1	LUMP SUM	MAINTAINING TRAFFIC	\$15,000.00	\$15,000
	1	LUMP SUM	SIGNING & STRIPING	\$3,000.00	\$3,000
	200	LIN. FT.	4" PVC UTILITY CONDUIT	\$8.00	\$1,600
	8	EACH	LIGHT POLE, COMPLETE	\$8,500.00	\$68,000
	1	LUMP SUM	LANDSCAPING	\$25,000.00	\$25,000
	1	LUMP SUM	GUARDRAIL	\$12,500.00	\$12,500
	1	LUMP SUM	RETAINING WALL	\$25,000.00	\$25,000
SUB-TOTAL ROADWAY & PARKING LOT IMPROVEMENTS =					\$300,600
STORM ITEMS:					
	4	EACH	STD. CATCH BASIN	\$4,500.00	\$18,000
	2	EACH	MANHOLE	\$8,000.00	\$16,000
	2	EACH	HEADWALL	\$5,200.00	\$10,400
	1	LUMP SUM	UNDERGROUND CHAMBER SYSTEM	\$175,000.00	\$175,000
	350	LIN. FT.	12" STORM SEWER PIPE	\$85.00	\$29,750
SUB-TOTAL - STORM ITEMS =					\$249,150
JOB SUMMARY					
SUB-TOTAL - GENERAL SITE & EARTHWORK =					\$213,675
SUB-TOTAL - EROSION CONTROL =					\$18,175
SUB-TOTAL ROADWAY & PARKING LOT IMPROVEMENTS =					\$300,600
SUB-TOTAL - STORM ITEMS =					\$249,150
SUB-TOTAL =					\$781,600
CONSULTING ENGINEERING =					\$85,976
6% CITY INSPECTION FEES =					\$46,896
SOIL REPORT =					\$10,000
CONSTRUCTION STAKING =					\$31,264
15% CONTINGENCY =					\$117,240
INSURANCE/BONDING =					\$13,000
LENDER FEE AND LEGAL =					\$12,500
TRIVIUM LEGAL =					\$7,500
MISC =					\$8,000
INTEREST CARRY DURING CONSTRUCTION =					\$25,946
INTEREST CARRY POST CONSTRUCTION =					\$17,500
TOTAL PUBLIC IMPROVEMENT COSTS =					\$1,157,422
Exclusions:	- Rock Excavation				
	- Land Acquisition Costs				
	- Municipal Review Fees				

Attachment: TIF Reimbursement Estimates (TIF Reimbursement Agreement with Trivium)

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

DATE: **June 13, 2022**

TO: **Public Safety, Law and Courts Committee**

RE: **Transferring Funds for Legal Intern**

Approval:

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

Emergency/Suspension: Emergency

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

Requesting emergency passage at the second (2nd) reading.

Unappropriate \$4,157.00 from 110.554.5339 and appropriate \$4,157.00 into the following:

110.554.5104 Wages Part Time	\$3,600.00
110.554.5151 Opers Contribution	504.00
110.554.5166 Medicare	53.00

for wages for Legal Intern.**An Ordinance Making a Transfer of Funds in the Law Department Among Various General Fund Accounts, and Declaring an Emergency**

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

WHEREAS, the City Attorney has request a transfer of funds necessary to employ a part-time Summer Intern with legal training.

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

SECTION 1. That an amount of \$4,157.00 be unappropriated from account number 110.554.5339 Miscellaneous Contract Services and appropriated into the following account numbers:

110.554.5104 Wages Part Time	\$3,600.00
110.554.5151 Opers Contribution	504.00
110.554.5166 Medicare	53.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg; wherefore, this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.

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

DATE: **June 13, 2022**

TO: **Public Service and Transportation Committee**

RE: **Accept Unrecorded Easement Laurel Bluff**

Approval:

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

Emergency/Suspension: Emergency

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

**AN ORDINANCE TO ACCEPT AN UNRECORDED DEED OF SANITARY SEWER
EASEMENT (1.162 acres) FROM LAUREL BLUFF, LLC, AND DECLARING AN
EMERGENCY**

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

Section 1. That the following unrecorded Deed of Easement (1.162 acres sanitary sewer easement) from Laurel Bluff, LLC, be and are hereby accepted:

See Exhibit "A" Attached hereto and made a part hereof.

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

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that LAUREL BLUFF, LLC, an Ohio limited liability company (hereinafter referred to as "Grantor), for One Dollar (\$1.00) and other good and valuable consideration paid by the City of Reynoldsburg, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual, non-exclusive sanitary sewer easement ("Sewer Easement") in, over, under, across, and through the following described real property (the "Sewer Easement Area"), for the purposes of maintaining, operating, inspecting, repairing, renewing, removing, and replacing sanitary sewer facilities, including, but not limited to, sanitary sewer lines, valves, controls, and appurtenances related to that certain tract of land consisting of approximately 1.162 acres being particularly described in Exhibit A attached hereto and made apart hereof.

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

Prior Instrument reference number: 202007010015876

Recorder's Office, Franklin County, Ohio

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

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

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

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

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

Attachment: Laurel Bluff Sanitary Sewer (Accept Unrecorded Easement Laurel Bluff)

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

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

IN ACKNOWLEDGEMENT WHEREOF, LAUREL BLUFF, LLC has caused this instrument to be executed and subscribed this _____ day of _____, 2022.

LAUREL BLUFF, LLC

Printed Name: _____

Title: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

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

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

Notary Public

Attachment: Laurel Bluff Sanitary Sewer (Accept Unrecorded Easement Laurel Bluff)

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

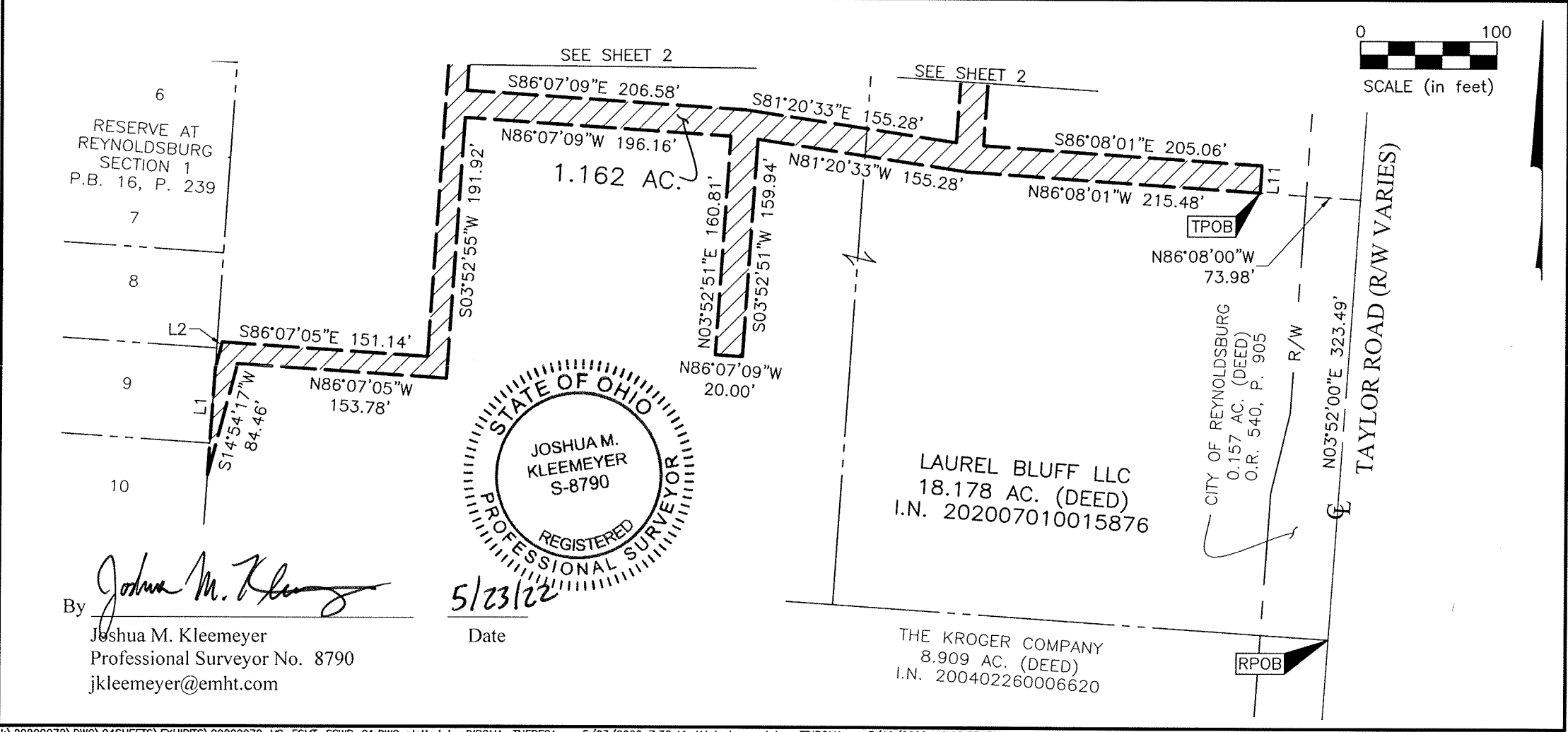
SANITARY SEWER EASEMENT

SECTION 8, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF LICKING, STATE OF OHIO

Date:	May 17, 2022
Scale:	1" = 100'
Job No:	2020-0072
Sheet No:	1 of 3



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Attachment: LB Sanitary Sewer Legal Description (Accept Unrecorded Easement Laurel Bluff)

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Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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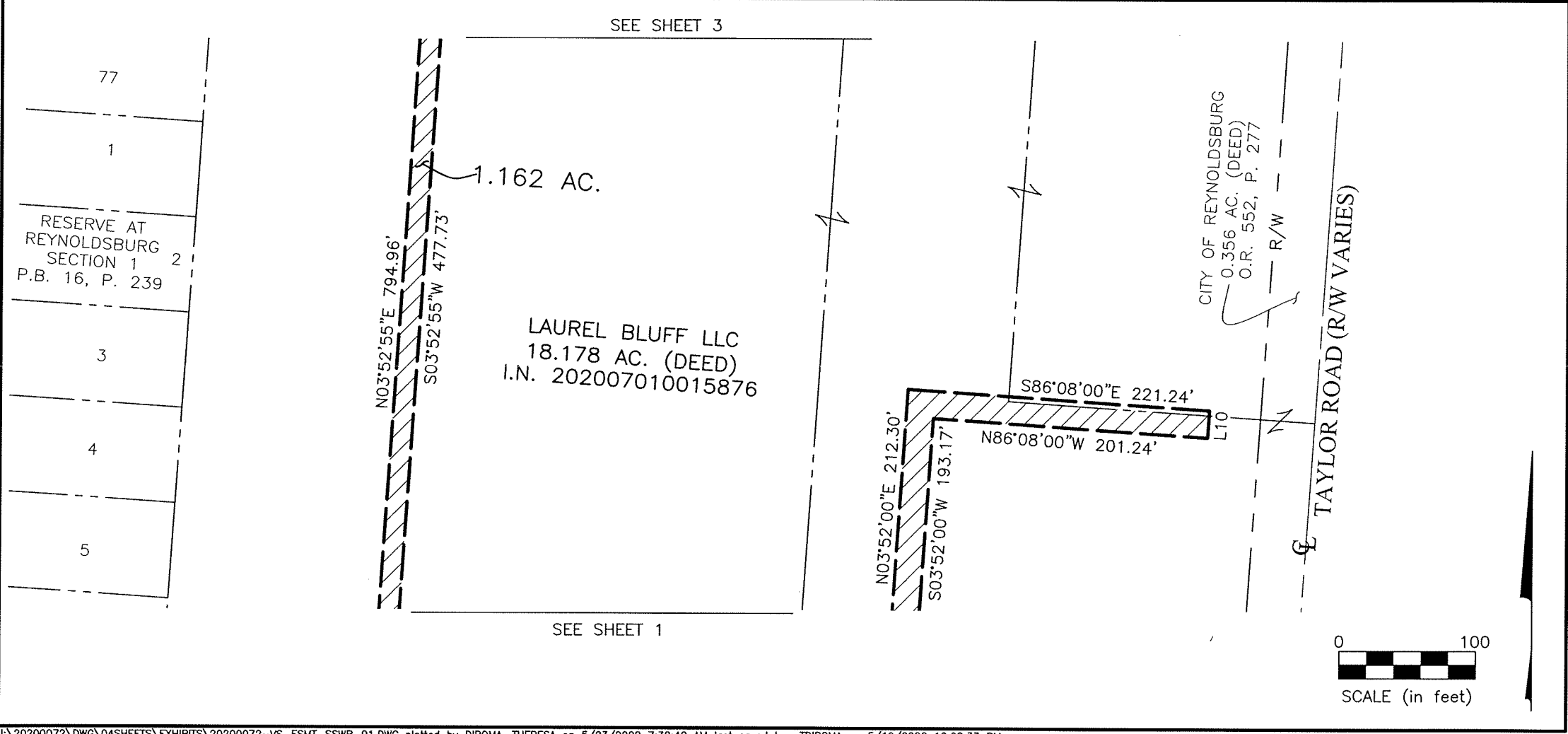
SANITARY SEWER EASEMENT

SECTION 8, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF LICKING, STATE OF OHIO

Date:	May 17, 2022
Scale:	1" = 100'
Job No:	2020-0072
Sheet No:	2 of 3



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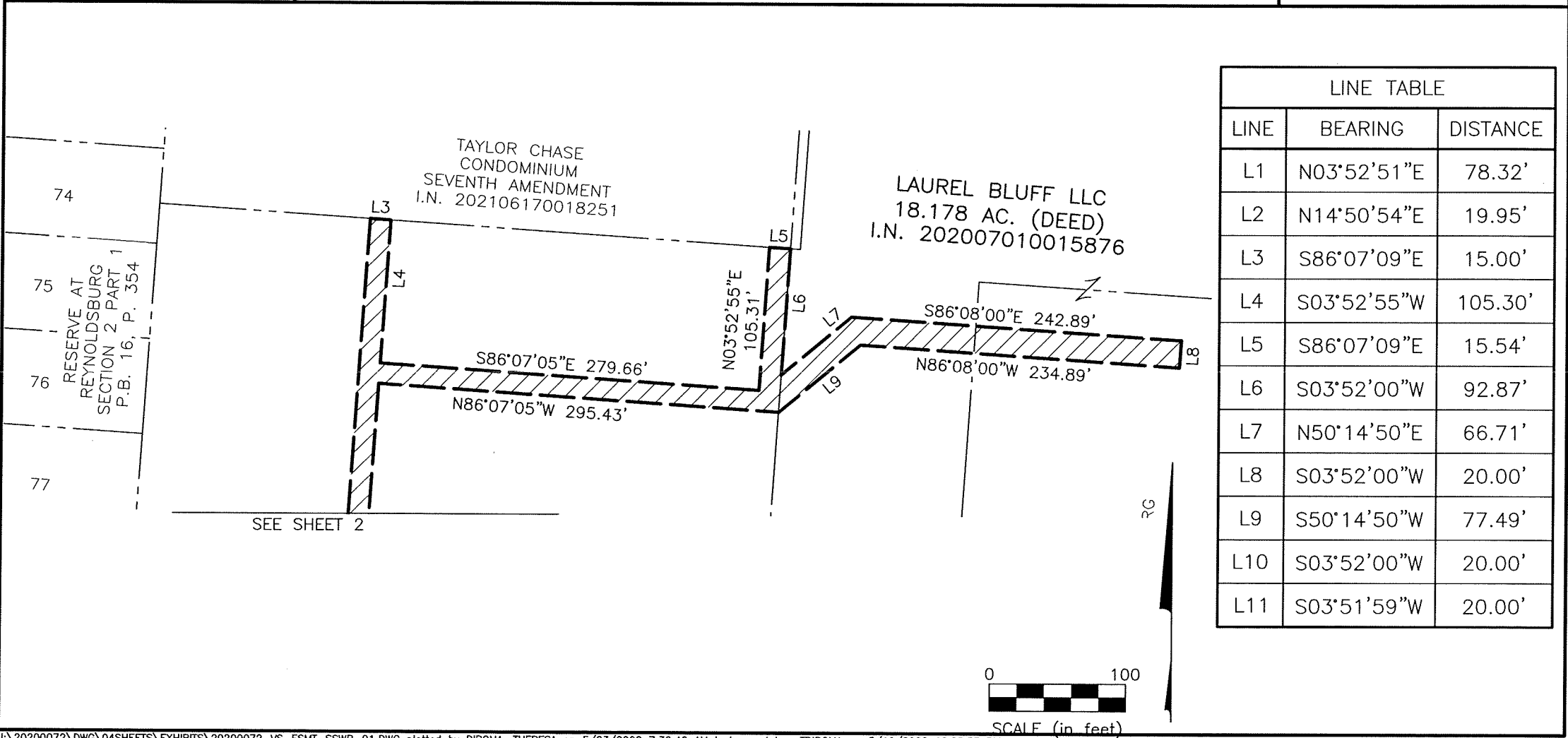
Attachment: LB Sanitary Sewer Legal Description (Accept Unrecorded Easement Laurel Bluff)



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emht.com

SANITARY SEWER EASEMENT
SECTION 8, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF LICKING, STATE OF OHIO

Date:	May 17, 2022
Scale:	1" = 100'
Job No:	2020-0072
Sheet No:	3 of 3



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Attachment: LB Sanitary Sewer Legal Description (Accept Unrecorded Easement Laurel Bluff)

**SANITARY SEWER EASEMENT
1.162 ACRES**

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, located in Section 8, Township 16, Range 20, Refugee Lands, being on, over and across that 18.178 acre tract conveyed to Laurel Bluff LLC by deed of record in Instrument Number 202007010015876 (all references, refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, in the centerline of Taylor Road (R/W varies), at a common corner to that 0.157 acre tract conveyed to City of Reynoldsburg by deed of record in Official Record 540, Page 905 and that 8.909 acre tract conveyed to The Kroger Company by deed of record in Instrument Number 200402260006620;

Thence North 03° 52' 00" East, with the centerline of said Taylor Road and the easterly line of said 0.157 acre tract, a distance of 323.49 feet to a point;

Thence North 86° 08' 00" West, across said 18.178 acre tract, that 0.157 acre tracts and across the right of way of said Taylor Road, a distance of 73.98 feet to the TRUE POINT OF BEGINNING;

Thence across said 18.178 acre tract, the following courses and distances:

North 86° 08' 01" West, a distance of 215.48 feet to a point;

North 81° 20' 33" West, a distance of 155.28 feet to a point;

South 03° 52' 51" West, a distance of 159.94 feet to a point;

North 86° 07' 09" West, a distance of 20.00 feet to a point;

North 03° 52' 51" East, a distance of 160.81 feet to a point;

North 86° 07' 09" West, a distance of 196.16 feet to a point;

South 03° 52' 55" West, a distance of 191.92 feet to a point;

North 86° 07' 05" West, a distance of 153.78 feet to a point; and

South 14° 54' 17" West, a distance of 84.46 feet to a point on the common line of said 18.178 acre tract and the easterly line of Lot 10 of "Reserve at Reynoldsburg Section 1" of record in Plat Book 16, Page 239;

Thence North 03° 52' 51" East, with said common line, a distance of 78.32 feet to a point;

Thence across said 18.178 acre tract, the following courses and distances

North 14° 50' 54" East, a distance of 19.95 feet to a point;

South 86° 07' 05" East, a distance of 151.14 feet to a point; and

North 03° 52' 55" East, a distance of 794.96 feet to a point on the common line of said 18.178 acre tract and "Taylor Chase Condominium Seventh Amendment" of record in Instrument Number 202106170018251

Thence South 86° 07' 09" East, with said common line, a distance of 15.00 feet to a point;

Thence across said 18.178 acre tract, the following courses and distances:

South 03° 52' 55" West, a distance of 105.30 feet to a point;

South 86° 07' 05" East, a distance of 279.66 feet to a point; and

North 03° 52' 55" East, a distance of 105.31 feet to a point on the common line to said 18.178 acre tract and said "Taylor Chase Condominium Seventh Amendment";

Thence South 86° 07' 09" East, with said common line, a distance of 15.54 feet to a point;

Attachment: LB Sanitary Sewer Legal Description (Accept Unrecorded Easement Laurel Bluff)

SANITARY SEWER EASEMENT
1.162 ACRES

-2-

Thence across said 18.178 acre tract, the following courses and distances;

South 03° 52' 00" West, a distance of 92.87 feet to a point;

North 50° 14' 50" East, a distance of 66.71 feet to a point;

South 86° 08' 00" East, a distance of 242.89 feet to a point;

South 03° 52' 00" West, a distance of 20.00 feet to a point;

North 86° 08' 00" West, a distance of 234.89 feet to a point;

South 50° 14' 50" West, a distance of 77.49 feet to a point;

North 86° 07' 05" West, a distance of 295.43 feet to a point;

South 03° 52' 55" West, a distance of 477.73 feet to a point;

South 86° 07' 09" East, a distance of 206.58 feet to a point;

South 81° 20' 33" East, a distance of 155.28 feet to a point;

North 03° 52' 00" East, a distance of 212.30 feet to a point;

South 86° 08' 00" East, a distance of 221.24 feet to a point;

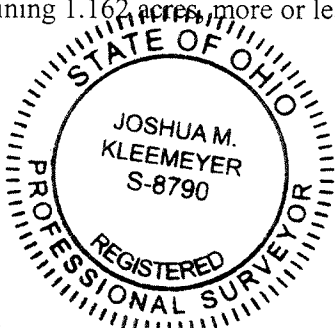
South 03° 52' 00" West, a distance of 20.00 feet to a point;

North 86° 08' 00" West, a distance of 201.24 feet to a point;

South 03° 52' 00" West, a distance of 193.17 feet to a point;

South 86° 08' 01" East, a distance of 205.06 feet to a point; and

South 03° 51' 59" West, a distance of 20.00 feet to the TRUE POINT OF BEGINNING,
containing 1.162 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Kleemeyer 5/23/22
Joshua M. Kleemeyer
Professional Surveyor No. 8790

JMK: td
1_162 ac 20200072-VS-ESMT-SSWR-01

Attachment: LB Sanitary Sewer Legal Description (Accept Unrecorded Easement Laurel Bluff)

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: June 13, 2022

TO:

RE: Adoption of the Annual Tax Budget for 2023

Approval:

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

Emergency/Suspension: Emergency

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

Reason for Emergency:

Public Hearing Required at 2nd Reading

The adopted tax budget must be to the County Auditor 7/20/22 for certification.

AN ORDINANCE ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO FOR THE FISCAL YEAR BEGINNING 2023, AND DECLARING AN EMERGENCY

WHEREAS, the tax budget of the City of Reynoldsburg, Ohio for the fiscal year 2023 has been presented to the City Council; and

WHEREAS, said tax budget has been made conveniently available to public inspection for at least ten (10) days by having at least two (2) copies thereof on file with the Clerk of Council; and

WHEREAS, the Council has held a Public Hearing on said tax budget of which public notice

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

was given by publication not less than ten (10) days previous to the date thereof;

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

SECTION 1. That the said tax budget of the City of Reynoldsburg, State of Ohio, for the fiscal year beginning January 1, 2023 and ending December 31, 2023, is hereby adopted and approved, and that taxes are levied upon the real and personal property within the City of Reynoldsburg as returned upon the tax duplicate and should be collected for municipal purposes for the fiscal year 2023 as required by said tax budget.

SECTION 2. That the Clerk be and is hereby authorized and directed to send a certified copy of this Resolution to the Auditors of Franklin, Licking, and Fairfield Counties of the State of Ohio.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the expedient financial operation of the city and further for the reason that the official tax budget of the city must be filed with the County Auditor by July 20, 2022; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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TOTAL REVENUE

<u>DESCRIPTION</u>	<u>For 2018 Actual</u>	<u>For 2019 Actual</u>	<u>For 2020 Actual</u>	<u>For 2021 Actual</u>	<u>For 2022 Estimate</u>	<u>2023 Estimate</u>
REVENUES						
Local Taxes						
General Property Tax --- Real Estate	276,717	278,686	283,036	329,788	280,000	330,000
Tangible Personal Property Tax	0	0	0	0	0	0
Municipal Income Tax	14,567,932	18,361,232	17,010,420	22,801,566	17,500,000	18,500,000
Other Local Taxes	586,223	504,334	391,868	561,226	475,000	575,000
Total Local Taxes	15,430,872	19,144,252	17,685,324	23,692,580	18,255,000	19,405,000
Intergovernmental Revenues						
State Shared Taxes and Permits						
Local Government	715,159	783,440	737,753	890,673	750,000	875,000
Local Government (State Share)	0	62,882	138,583	172,670	135,000	175,000
Estate Tax	0		0	186	0	0
Cigarette Tax	1,275	1,347	1,382	1,322	1,200	1,200
License Tax						
Liquor and Beer Permits	45,852	43,491	42,297	30,284	40,000	40,000
Gasoline Tax						
Library and Local Government Support Fund						
Property Tax Allocation - Homestead & Rollback	37,701	37,438	37,356	41,962	35,000	35,000
Other State Shared Taxes and Permits	0	0	0	0	0	0
Total State Shared Taxes and Permits	799,987	928,598	957,371	1,137,097	961,200	1,126,200
Federal Grants or Aid						
State Grants or Aid	2,924	15,743	0	0	2,500	0
Other Grants or Aid						
Total Intergovernmental Revenues	802,911	944,341	957,371	1,137,097	963,700	1,126,200
Special Assessments						
Charges For Services	26,306	40,106	38,603	42,034	40,000	40,000
Fines, Licenses, and Permits	679,792	731,789	705,692	730,035	745,000	750,000
Miscellaneous - Interest	428,321	657,839	456,874	249,850	350,000	225,000
Other Financing Sources:						
Proceeds from Sale of Debt						
Transfers						
Advances						
Other sources	1,160,942	1,292,631	1,808,873	1,162,130	775,000	900,000
TOTAL REVENUE	18,529,144	22,810,958	21,652,737	27,013,726	21,128,700	22,446,200

<u>DESCRIPTION</u>	<u>For 2018 Actual</u>	<u>For 2019 Actual</u>	<u>For 2020 Actual</u>	<u>For 2021 Estimate</u>	<u>For 2022 Estimate</u>	<u>For 2023 Estimate</u>
EXPENDITURES						
Security of Persons and Property						
Personal Services	8,953,765	9,853,840	8,333,367	11,098,310	11,764,209	12,528
Travel Transportation						
Contractual Services	414,455	558,232	447,641	524,689	535,183	545
Supplies and Materials	282,079	454,775	278,724	264,682	269,976	275
Capital Outlay	731,821	452,111	232,023	326,870	250,000	350
Total Security of Persons and Property	10,382,120	11,318,958	9,291,755	12,214,551	12,819,367	13,700
Public Health Services						
Personal Services						
Travel Transportation						
Contractual Services	302,551	319,732	333,255	343,974	365,000	365
Supplies and Materials						
Capital Outlay						
Total Public Health Services	302,551	319,732	333,255	343,974	365,000	365
Leisure Time Activities						
Personal Services	896,461	1,170,493	1,141,344	1,327,913	1,407,588	1,800
Travel Transportation	0	0	0	0	0	0
Contractual Services	392,081	613,656	366,710	611,223	623,447	635
Supplies and Materials	219,581	231,129	115,893	225,092	229,594	234
Capital Outlay	291,077	111,858	28,455	30,209	40,000	40
Total Leisure Time Activities	1,799,200	2,127,136	1,652,402	2,194,437	2,300,629	2,710
Community Environment						
Personal Services	774,839	870,135	1,001,786	1,061,422	1,125,107	1,250
Travel Transportation	0	0	0	0	0	0
Contractual Services	649,743	622,520	547,567	608,100	467,262	476
Supplies and Materials	16,033	20,682	11,987	18,492	18,862	19
Capital Outlay	0	5,000	0	5,000	0	0
Total Community Environment	1,440,615	1,518,337	1,561,340	1,693,014	1,611,231	1,745
Basic Utility Service						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Basic Utility Services						

Attachment: 2023TAXBUDGET (Adoption of the Annual Tax Budget for 2023)

<u>DESCRIPTION</u>	<u>For 2018 Actual</u>	<u>For 2019 Actual</u>	<u>For 2020 Actual</u>	<u>For 2021 Actual</u>	<u>For 2022 Estimate</u>	<u>For 2023 Estimate</u>
EXPENDITURES (Continued)						
Transportation						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Transportation						
General Government						
Personal Services	2,430,684	2,417,432	2,561,109	2,509,196	2,659,748	2,832,600
Travel Transportation	0	0	0	0	0	0
Contractual Services	1,119,848	1,174,431	1,568,936	1,333,236	1,359,901	1,387,000
Supplies and Materials	123,608	145,482	123,087	125,007	127,507	130,000
Capital Outlay	291,442	525,899	71,021	106,569	200,000	0
Total General Government	<u>3,965,582</u>	<u>4,263,244</u>	<u>4,324,153</u>	<u>4,074,008</u>	<u>4,347,156</u>	<u>4,349,600</u>
Debt Service						
Redemption of Principal						
Interest						
Other Debt Service						
Total Debt Service						
Other Uses of Funds						
Transfers			39,722	4,704,580		
Advances						
Contingencies						
Other Uses of Funds						
Total Other Uses of Funds	<u>0</u>	<u>0</u>	<u>39,722</u>	<u>4,704,580</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES	<u>17,890,068</u>	<u>19,547,407</u>	<u>17,202,627</u>	<u>25,224,564</u>	<u>21,443,383</u>	<u>22,870,600</u>
Revenues Over (Under) Expenditures	639,076	3,263,551	4,450,110	1,789,162	(314,683)	(424,600)
Beginning Cash Fund Balance	6,002,251	6,641,327	9,904,878	14,354,988	16,144,150	15,829,467
Ending Cash Fund Balance	6,641,327	9,904,878	14,354,988	16,144,150	15,829,467	15,404,787
Estimated Encumbrances (outstanding at year end)	1,086,887	1,021,472	1,088,658	1,261,006	1,100,000	1,100,000
Estimated Ending Unencumbered Fund Balance	<u>5,554,440</u>	<u>8,883,406</u>	<u>13,266,330</u>	<u>14,883,144</u>	<u>14,729,467</u>	<u>14,304,787</u>
Fund Balance % of expenditures	37%	51%	83%	64%	74%	66%

Attachment: 2023 TAX BUDGET (Adoption of the Annual Tax Budget for 2023)

<u>DESCRIPTION</u>	For 2018 Actual	For 2019 Actual	For 2020 Actual	For 2021 Actual	For 2022 Estimate	For 2023 Estimate
REVENUE						
Real Estate & Public Utility Taxes	190,446	192,464	195,047	230,047	190,000	235,000
Tangible Personal Property Tax	0	0	0	0	0	0
Trailer Tax	221	261	150	327	200	300
Real Property Tax - Homestead	24,055	23,934	23,995	28,029	23,000	30,000
TOTAL REVENUE	214,722	216,659	219,192	258,403	213,200	265,300
EXPENDITURES						
Police Pension Expenses	162,822	202,836	152,949	153,158	225,000	275,000
TOTAL EXPENDITURES	162,822	202,836	152,949	153,158	225,000	275,000
Revenues Over (Under) Expenditures	51,900	13,823	66,243	105,245	(11,800)	(9,670)
Beginning Cash Fund Balance	86,299	138,199	152,022	218,265	323,510	311,710
Ending Cash Fund Balance	138,199	152,022	218,265	323,510	311,710	302,000
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	138,199	152,022	218,265	323,510	311,710	302,000

<u>DESCRIPTION</u>	For 2018 <u>Actual</u>	For 2019 <u>Actual</u>	For 2020 <u>Actual</u>	For 2021 <u>Actual</u>	For 2022 <u>Estimate</u>	For 2023 <u>Estimate</u>
REVENUE						
Real Estate & Public Utility Tax						
Tangible Personal Property Tax						
Trailer Tax						
Real Property Tax - Rollback						
Sale of Bonds	1,447,091					
Sale of Notes						
Operating Transfers						
Operating Transfers - Income Tax	1,986,536	3,018,285	2,796,233	3,748,203	2,900,000	3,050
Interest Earned						
Miscellaneous Reimbursements Oh Health			155,362	245,565	209,500	209
TOTAL REVENUE	3,433,627	3,018,285	2,951,595	3,993,768	3,109,500	3,259
EXPENDITURES						
Registrar/Agent Fees	380,240					
Expense of Issue	172,002					
G.O. Note - Principal						
G.O. Bond Principal	1,490,265	1,886,891	1,863,557	1,868,558	1,883,557	1,724
G.O. Note - Interest						
G.O. Bond - Interest	528,000	1,236,739	1,191,961	1,145,755	1,098,175	1,049
Payment to Refunded Bond Escrow Agent						
TOTAL EXPENDITURES	2,570,507	3,123,630	3,055,518	3,014,313	2,981,732	2,774
Revenues Over (Under) Expenditures	863,120	(105,345)	(103,923)	979,455	127,768	485,1
Beginning Cash Fund Balance	1,920,749	2,783,869	2,678,524	2,574,601	3,554,056	3,681
Ending Cash Fund Balance	2,783,869	2,678,524	2,574,601	3,554,056	3,681,824	4,166
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	2,783,869	2,678,524	2,574,601	3,554,056	3,681,824	4,166

Attachment: 2023 TAX BUDGET (Adoption of the Annual Tax Budget for 2023)

FUND	Estimated	2023	Available	2023 Expenditures & Encumbrances			Estimated
All Funds Not Listed on Exhibits I or II	Unencumbered	Estimated	For	Personal	Other	Total	Unencumbered
	Fund Balance	Receipt	Expenditure	Services			Fund Balance
	1/1/2023						12/31/23
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	3,904,032	850,000	4,754,032	125,000	550,000	675,000	4,079,032
Permissive Tax	982,000	500,000	1,482,000	0	500,000	500,000	982,000
Sewer Capacity	142,787	240,000	382,787	0	240,000	240,000	142,787
Street	2,045,555	2,000,000	4,045,555	750,000	1,000,000	1,750,000	2,295,555
State Highway	420,876	165,000	585,876		95,000	95,000	490,876
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	30,824	60,000	90,824		45,000	45,000	45,824
Drug Enforcement	47,945	1,000	48,945		1,000	1,000	47,945
Safety Belt Program	4,376	0	4,376		0	0	4,376
DUI Education	17,000	2,000	19,000		2,000	2,000	17,000
Federal Forfeiture	97,205	75,000	172,205		155,000	155,000	17,205
Computerization Needs (court)	194,000	20,000	214,000		15,000	15,000	199,000
Law enforcement Asst Fund	57,122	1,000	58,122		1,000	1,000	57,122
Indigent Drivers Interlock Fund	16,078		16,078			0	16,078
Endowments and Contributions	390,900	2,000	392,900			0	392,900
Reynoldsburg Recovery Court	39,722	25,000	64,722		25,000	25,000	39,722
TOTAL SPECIAL REVENUE FUNDS	8,390,422	3,941,000	12,331,422	875,000	2,629,000	3,504,000	8,827,422
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	290,000	567,005	857,005	0	567,005	567,005	290,000
TOTAL DEBT SERVICE FUNDS	290,000	567,005	857,005	0	567,005	567,005	290,000
CAPITAL PROJECT FUNDS							
Capital Improvements	4,402,000	5,000,000	9,402,000	0	5,000,000	5,000,000	4,402,000
Sidewalk Construction	844,000	30,000	874,000	0	400,000	400,000	474,000
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	5,246,000	5,030,000	10,276,000	0	5,400,000	5,400,000	4,876,000

Attachment: 2023TAXBUDGET (Adoption of the Annual Tax Budget for 2023)

FUND All Funds Not Reported on Exhibits I or II	Estimated	Estimated	Total	2023 Encumbrances and Expenditures			Estimated
	Unencumbered Fund Balance 01/01/23	Receipts 2023	Available For Expenditures	Personal Services	Other	Total	Unencumbered Fund Balance 12/31/23
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	4,435,000	8,000,000	12,435,000	550,000	6,900,000	7,450,000	4,985,000
Sewer	3,348,000	7,100,000	10,448,000	600,000	6,000,000	6,600,000	3,848,000
Utility Deposits	125,463	10,000	135,463	0	10,000	10,000	125,463
Storm Water	1,850,000	2,050,000	3,900,000	400,000	1,500,000	1,900,000	2,000,000
Solid Waste	160,000	2,350,000	2,510,000		2,400,000	2,400,000	110,000
TOTAL ENTERPRISE FUNDS	9,918,463	19,510,000	29,428,463	1,550,000	16,810,000	18,360,000	11,068,463
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	16,555
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	0	0	0	0	0	0	0
Supervision and Inspection	145,000	450,000	595,000	0	350,000	350,000	245,000
Plot Grade and Utility	80,000	125,000	205,000	0	100,000	100,000	105,000
Unclaimed Funds	33,200	5,000	38,200	0	10,900	10,900	27,300
Employee Fund	1,700	750	2,450	0	500	500	1,200
School Ski Club	0	0	0	0	0	0	0
Miscellaneous Trust	175,000	350,000	525,000	0	300,000	300,000	225,000
Board of Building Standards	18,157	9,500	27,657	0	7,500	7,500	20,157
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	0
Sewer Capacity Charge - Columbus	26,000	200,000	226,000	0	200,000	200,000	26,000
Engineering Fees/Plan Reviews	100,000	45,000	145,000	0	45,000	45,000	100,000
Taylor Square School TIEF	800,000	1,750,000	2,550,000	0	1,700,000	1,700,000	850,000
Brice - Main TIF	45,000	250,000	295,000	0	275,000	275,000	20,000
Kroger Tif	79,000	0	79,000	0	0	0	79,000
Summit Rd Tif #1	67,700	45,000	112,700	0	1,200	1,200	111,500
Taylor Rd Tif #1	212,100	25,000	237,100	0	300	300	236,800
Taylor Rd Tif #2	17,250	1,800	19,050	0	50	50	18,750
JEDD # 1	10,000	350,000	360,000	0	350,000	350,000	10,000
JEDD # 2	10,000	300,000	310,000	0	300,000	300,000	10,000
JEDD # 3	50,000	800,000	850,000	0	800,000	800,000	50,000
JEDD # 4	200,000	10,000	210,000	0	8,000	8,000	202,000
JEDD #7	4,000	10,000	14,000		6,000	6,000	8,000
TOTAL TRUST AND AGENCY FUNDS	2,090,662	4,802,050	6,892,712	0	4,529,450	3,065,450	2,083,662
TOTAL FOR MEMORANDUM ONLY	12,009,125	24,312,050	36,321,175	1,550,000	21,339,450	21,425,450	13,152,125

Attachment: 2023 TAX BUDGET (Adoption of the Annual Tax Budget for 2023)

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2022	Amount Budgeted 2022	Source Fund
TOTAL	0	0	0	

Attachment: 2023TAXBUDGET (Adoption of the Annual Tax Budget for 2023)

**STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS**

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
N/A	N/A	N/A
TOTAL	N/A	

Attachment: 2023TAXBUDGET (Adoption of the Annual Tax Budget for 2023)

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Date Due	Ordinance/ Resolution	Serial or Term	Rate of Interest	Amounts of Bonds & Notes Outstanding as of 1/1/2023	Amount Required for Principal and Interest 2023	Source Fund to Pay Debt Payments
INSIDE 10 MILL LIMIT									
Taylor Square TIEF		4/26/16	2023	Ord 85-15	S	2.163	555,000	567,005	TIEF Fund
Public Safety Building		4/26/16	2025	Ord 85-15	S	2.163	1,205,000	416,064	Debt Retirement
Old Reyn North Waterline		7/1/03	2023	Ord 141-99	S	3.0	24,980	25,544	Water Fund
SR 256 Waterline		12/1/03	2023	Ord 103-00	S	3.0	60,350	61,712	Water Fund
Commercial Corridor Refunding		2012	2023	Ord 80-12	S	1.7	110,000	111,870	Debt Retirement
Commercial Corridor Refunding		2012	2023	Ord 81-12	S	1.7	75,000	76,275	TIF Fund
Commercial Corridor II Partial Refunding		2012	2025	Ord 81-12	S	1.7	1,645,000	612,965	Debt Retirement
Brice Road Corridor Improvements		2016	2036	Ord 22-13	S	0	732,693	54,273	Debt Retirement
2017 Stormwater Project		2017	2026	Ord 15-17	S	2.26	470,000	125,622	Stormwater Fund
2017 Main St Waterline Replacement		2017	2026	Ord 16-17	S	2.26	640,000	169,464	Water Fund
Livintston Ave Improvements		2018	2036	Ord 22-16	S	0	209,712	15,534	Debt Retirement
YMCA Community Center		2018		Ord 62-18	S	3.5	25,970,000	1,563,778	Debt Retirement
TOTAL							31,697,735	3,800,106	
OUTSIDE 10 MILL LIMIT:									
TOTAL							0.00	0.00	



TO: MUNICIPALITIES
FROM: KERRI L. RITCHIE, CLERK *KLR*
RE: 2023 FISCAL YEAR BUDGETS
DATE: JUNE 1, 2022

This notice is to remind you that your Tax Budget is due to be filed with the County Auditor on or before July 20, 2022. Please submit it to this office (O.R.C. 5705.30).

All Bonds, Special Assessment Bonds, Notes or any Certificates of Indebtedness, inside the ten-mill limit and outside the ten-mill limit, must be reported in detail.

If you have any questions, do not hesitate to contact me at 614-525-3743. You may send via email at klritchi@franklincountyohio.gov or by mail. Our office address is as follows:

Michael Stinziano
Franklin County Auditor
Attn: Kerri L. Ritchie
373 S High St, 21st Fl
Columbus OH 43215-6310



FRANKLIN COUNTY AUDITOR MICHAEL STINZIANO

373 South High Street | 21st Floor | Columbus, Ohio 43215

T (614) 525.HOME | C (614) 219.9224 | auditorstinziano@franklincountyohio.gov | franklincountyauditor.com

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

DATE: **June 13, 2022**

TO: **Finance and Administration Committee**

RE: **Supplemental Contract KGT and Transfer of Funds**

Approval:

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

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

Authorization for Mayor to enter into a supplement agreement with Kirch Group Technology, 1335 Dublin Rd. Ste. 214D, Columbus Ohio 43215 for the period of 7/1/2022 through 12/31/2022 for additional information technology support services and Request that Council appropriate from the unappropriated General Fund \$25,300 and appropriate \$25,300 to account 110.584.5339 Computer - Miscellaneous Contract Services and declaring an emergency.

Explanation of legislation and need: As a result of upcoming retirement, we need additional support from our information technology group to get through the transition

Statement of necessity for Emergency passage: Employee will leave on 7/1/2022 and we will need support services to cover this.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
SUPPLEMENTAL AGREEMENT WITH KIRCH GROUP TECHNOLOGY FOR THE
PERIOD OF JULY 1, 2022 THROUGH DECEMBER 31, 2022, APPROPRIATE FUNDS,
AND DECLARING AN EMERGENCY**

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

WHEREAS, the City Reynoldsburg has an agreement with Kirch Group Technology for information technology support and with an upcoming retirement, additional support is needed; and

WHEREAS, with an upcoming retirement, additional support is needed beginning July 1, 2022 through December 31, 2022; and

WHEREAS, the cost of the additional support will be \$15,300 for scheduled hours and \$10,000 for emergency after hours, totaling \$25,300: and

WHEREAS, the funds for this additional service will come from the unappropriated General Fund (110) and be appropriated to account number 110.584.5339 Computer - Miscellaneous Contract Services.

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 a supplemental agreement with Kirch Group Technology for a period from July 1, 2022 to December 31, 2022 for additional information technology support services in the amount of \$25,300.00.

SECTION 2. The Auditor is hereby authorized to appropriate \$25,300 from the unappropriated General Fund (110) to account number 110.584.5339 Computer - Miscellaneous Contract Services.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City. Therefore, upon adoption by Council, this ordinance shall be in effect immediately upon the signature of the Mayor.

Contract Version 7.0.0_REY-ADDENDUM (2022)

Kirch Group Technology, LLC Service Agreement Contract [Addendum]

Submitted to:

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



Attachment: Kirch SA Contract 7.0.0_REY - Addendum (Supplemental Contract KGT and Transfer of Funds)

Kirch Group Technology, LLC - Service Contract Addendum

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. Addendum to Exhibit 14.

As originally stated:

Exhibit 14:

"Assigned Technician:"

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

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

Addendum:

KGT will provide additional onsite and offsite hours beyond those described in section b. These hours will be as follows:

July 3, 2022 – July 16, 2022: KGT will add 8 onsite hours per week and 2 offsite hours per week.

July 17, 2022 – August 6, 2022: KGT will add 6 onsite hours per week and 2 offsite hours per week.

August 7, 2022 – December 31, 2022: KGT will add 4 onsite hours per week and 2 offsite hours per week.

The additional fee for these hours will be invoiced as follows:

Service Agreement Addendum (Additional Fee):

Payment Schedule: Quarterly

Payment Amount: \$7,650.00

Invoice Date(s): 7/3/2022, 10/1/2022

Total Amount: \$15,300.00

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

TERM - Contract Effective Date: 1/1/2022 – 12/31/2022

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By:  _____

John Stickel, Managing Member

Date: 6/6/2022

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

DATE: **June 13, 2022**

TO: **Finance and Administration Committee**

RE: **Memorandum of Understanding, Diversity Equity and Inclusion Officer**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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An Ordinance Authorizing the Mayor to Sign a Memorandum of Understanding with the Reynoldsburg City School District Regarding the Diversity, Equity, and Inclusion Officer Agreement

WHEREAS, on February 14, 2022, City Council adopted Ordinance No. 04-2022, which created the position and responsibilities of a Diversity, Equity, and Inclusion Officer for the City of Reynoldsburg; and

WHEREAS, the City of Reynoldsburg desires to partner with the Reynoldsburg City School District ("District") in a manner that maximizes the value of this position to the entire City, and permits the parties to divide the compensation and benefits for this new position; and

WHEREAS, the City and District have negotiated a Memorandum of Understanding, which incorporates the dual desires of the parties.

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

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

SECTION 1. That the Mayor is hereby authorized to enter a Memorandum of Understanding with the Reynoldsburg City School District for the Diversity, Equity, and Inclusion Officer:

SEE ATTACHED EXHIBIT A

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

Memorandum of Agreement

Diversity Equity and Inclusion Officer Agreement

THIS MEMORANDUM OF AGREEMENT (“MOA”) is entered into as of the ____ day of ____, 202_ to establish an agreement between the CITY OF REYNOLDSBURG, OHIO (“City”), an Ohio municipal corporation, and the Reynoldsburg City School District Board of Education (“RCS”) for the purpose of combining resources and services for the employment of a Diversity, Equity, and Inclusion Officer.

NOW, THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. The Goals of the Diversity, Equity, and Inclusion Officer AS APPLIED TO RCS:

- 1.1 Support the mission and strategic planning of RCS
- 1.2 Provide district training to teams throughout the schools community to build internal capacity and progress diversity, equity and inclusion goals to support organizational growth.
- 1.3 [RESERVED]

2. The Duties of the Diversity, Equity, and Inclusion Officer AS APPLIED TO RCS shall be as follows:

- 2.1 Provide district training to teams throughout the schools community to build internal capacity and progress diversity, equity and inclusion goals to support organizational growth.
- 2.2 Be an agent for growth who is passionate about the power of diversity, equity and inclusion.
- 2.3 Provide leadership consultation and resources to the school community and school stakeholders.
- 2.4 Take appropriate actions to support and create a respectful inclusive school environment.

3. Employment, Training, Supervision and Assignment of the Diversity, Equity, and Inclusion Officer

- 3.1 The City agrees to employ one (1) Diversity, Equity, and Inclusion (“DEI”) Officer pursuant to Chapter 176 of the Codified Ordinances of the City of Reynoldsburg.

- 3.2 The parties acknowledge that the DEI Officer is an employee of the City who shall have responsibilities to the City as set forth in Chapter 176 of the Codified Ordinances of the City of Reynoldsburg.
- 3.3 The DEI Officer shall be an employee of the City and shall be subject to the administration, supervision and control of the City, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
- 3.4 The City agrees to provide and to pay the DEI Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The DEI Officer shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this agreement.
- 3.5 The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the DEI Officer, provided, however, that the City will remove the DEI Officer from his/her assignment at the request of the Superintendent. The City shall hold RCS free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by DEI Officer as against the City.
- 3.6 The DEI Officer will be employed by City for a minimum of one (1) year, from _____, 2022 through _____, 2023.

4. DEI Funding, Costs and Method of Reimbursement

- 4.1 The City agrees to appropriate sufficient funds to employ, train, evaluate and supervise the DEI Officer. City agrees to provide sufficient funds to include: the DEI Officer's salary, employment benefits, and all other operating and administrative expenses.
- 4.2 The City and RCS shall mutually agree on the compensation and benefits to be provided to the DEI Officer. RCS agree to

reimburse the City for the costs equal to fifty percent (50%) of the DEI Officer's salary and employment benefits.

- 4.3 All parties agree that the DEI Officer shall receive the customary and usual salary and employment benefits, including but not necessarily limited to: health and hospitalization insurance, sick leave and annual leave, holiday pay, retirement, disability insurance, workers compensation, and unemployment compensation.
- 4.4 It is understood and agreed that the City will bill RCS for the agreed upon reimbursement quarterly and that RCS agree to pay the amount due to the City within 15 days of the receipt of each quarterly bill or statement.

5. Terms of Operations

- 5.1 The DEI Officer shall expend approximately fifty percent (50%) of their work time providing services to RCS. The DEI Officer agrees to abide by all relevant RCS policies and administrative guidelines while performing work for RCS, including, but not limited to, the obligation to keep confidential and not release or permit access to any and all student personally identifiable information ("PII") to which the DEI Officer is exposed, except as authorized by law.
- 5.2 All student education records are considered confidential. Certain information is designated as directory information in the RCS annual FERPA notice and can be released without consent unless the parent/guardian has affirmatively withdrawn their consent to release, in writing. RCS will supply the DEI Officer with a copy of its annual FERPA notice each school year.
- 5.3 Nothing in this MOA is intended to conflict with current laws or regulations of the United States of America, Ohio Revised Code or Reynoldsburg Codified Ordinances. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in effect.

6. Term of Agreement

- 6.1 The agreement shall expire after one (1) year unless it is renewed by the parties in writing.
- 6.2 This agreement may be modified upon the mutual written consent of the parties.

On behalf of the Reynoldsburg City School District
Board of Education:

Superintendent Melvin J. Brown

Date

On behalf of City of Reynoldsburg

Mayor Joe Begeny

Date

APPROVED AS TO FORM

City Attorney

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

DATE: **June 13, 2022**

TO: **Public Safety, Law and Courts Committee**

RE: **Conversion Therapy Ban**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This Ordinance is drafted and submitted at the request of Council Member Kristin Bryant, Chair of the Public Safety, Law, and Courts Committee and is being submitted as a work session.

Several communities in Ohio have adopted similar legislation. The language prepared and presented is similar in structure and style to those other communities. The draft has been incorporated into Chapter 503, Unlawful Discriminatory Practices.

**AN ORDINANCE AMENDING CHAPTER 503 UNLAWFUL DISCRIMINATORY
OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO
DESIGNATE CONVERSION THERAPY AS A DISCRIMINATORY ACT OR
PRACTICE**

WHEREAS, the City of Reynoldsburg recognizes that efforts which seek to change an individual's sexual orientation or gender identity are harmful to young people; and

WHEREAS, such efforts to change an individual's sexual orientation or gender identity pose critical health risks including, but not limited to, confusion, depression, social withdrawal, suicidal ideation, substance abuse, self-hatred, and feelings of being dehumanized; and

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WHEREAS, the American Academy of Pediatrics, the American Medical Association Council on Scientific Affairs, the National Association of Social Workers, and the American Counseling Association Governing Council each have asserted in reports or position statements that sexual orientation change efforts, including conversion therapy, are not recommended and may be harmful; and

WHEREAS, while the State of Ohio does not currently prohibit such harmful conversion therapy, several municipalities in Ohio have adopted such prohibitions, including the cities of Lakewood, Athens, Kent, Dayton, Columbus, Akron, Toledo, and Cincinnati.

WHEREAS, the City of Reynoldsburg has a compelling interest in protecting the physical and psychological well-being of minors and protecting minors against exposure to serious harms caused by conversion therapy; and

WHEREAS, the Council of the City of Reynoldsburg desires to prohibit the use of conversion therapy with minors by enacting an amendment to Chapter 503 Unlawful Discriminatory Practices.

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

SECTION 1. That Chapter 503 Unlawful Discriminatory Practices of the Codified Ordinances of the City of Reynoldsburg be and the same is hereby amended to add Section 503.10, "Conversion Therapy Prohibited" as associated definitions to read as follows:

SEE ATTACHED EXHIBIT A.

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

503.03 Definitions

As used in this Chapter:

- A. “Age” means at least forty (40) years old.
- B. “Aggrieved individual” means an individual who claims to have been injured by an unlawful discrimination act or practice described in this Chapter.
- C. “City Attorney” means the individual duly elected pursuant to Section 6.01 of the Charter of the City of Reynoldsburg.
- D. “Complainant” means an aggrieved individual who, pursuant to the provisions of this Chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- E. “Disability” means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
 - 1. “Physical or mental impairment” includes any of the following:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;
 - b. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, and emotional illness.
 - 2. “Physical or mental impairment” does not include any of the following:
 - a. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - b. Compulsive gambling, kleptomania, or pyromania;
 - c. Mental or psychological disorder, or disease or condition, caused by an illegal use of any controlled substance by an employee, applicant, or another individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor management committee acts on the basis of that illegal use.

- F. “Discriminate”, “Discrimination”, or “Discriminatory” means to differentiate and treat differently including to segregate or separate.
- G. “Employee” means an individual employed by an employer but does not include any individual employed in the domestic service of any person.
- H. “Employer” means any person who regularly employs for compensation four (4) or more individuals, excluding the employer’s parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided “employer” does not include a public school system, or an agency of government other than the City.
- I. “Employment agency” means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- J. “Familial status” means either of the following:
 - 1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian; or
 - 2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
- K. “Gender Expression or Identity” means actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual’s designated sex at birth.
- L. “Hearing Officer” means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this Chapter.
- M. “Housing accommodations” including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to the authorization of the owner, by the owner, or by such person’s legal representative.
- N. “Labor organization” includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.

- O. "Military status" means a person's status in "Service in the uniformed services" as defined in Section 5923.05 of the Ohio Revised Code.
- P. "Natural hair types and natural styles commonly associated with race" means hairstyle, type, and texture, treated and untreated, as well as protective hairstyles such as natural hair, afros, braids, twists, cornrows, and locks, which hair types and hairstyles are commonly associated with African-Americans and their racial ethnic, and cultural identities.
- Q. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Reynoldsburg and all political subdivisions, authorities, agencies, boards, and commissions thereof.
- R. "Place of public accommodation" means any inn, restaurant, eating house, barbershop, hotel, motel, bank or other financial services institution, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- S. "Protected Class" means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity or expression, or natural hair types and natural styles commonly associated with race.
- T. "Public use areas" means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.
- U. "Restrictive covenant" means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.

- V. "Service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.
- W. "Sex" means male, female, neither, or both, and includes pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- X. "Sexual orientation" means a person's actual or perceived homosexuality, bisexuality; or heterosexuality.
- Y. "Source of Income" means lawful income, including but not limited to, income derived from wages, social security, supplemental security income, any form of federal, state or local assistance payments or subsidies, including rent vouchers, child support, spousal support, and public and private assistance which can be verified and substantiated.
- Z. "Uniformed services" means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

AA. "Unlawful discriminatory practice" means any act prohibited by Chapter 503 of the Reynoldsburg Code of Ordinances.

BB. "Conversion therapy" means any practices or treatments that seek to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral intervention to prevent or address conduct or unsafe practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.

CC. "Mental health professional" means an individual who is licensed, certified or registered under the laws of the State of Ohio to provide, to an individual or group, mental health services, including but not limited to, the assessment or improvement of mental

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emotional, psychiatric, psychological, or psychosocial adjustment or functioning, regardless of whether there is a diagnosable, pre-existing disorder or disease. Mental health professions include but are not limited to physicians specializing in the practice of psychiatry, psychologists marriage and family therapists, licensed clinical social workers, professions clinical counselors, behavioral clinicians or therapists, nurses or any other persons offering such mental health services.

AA.

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503.09 Conversion Therapy Prohibited

No mental health professional shall engage or cause another to engage in conversion therapy with a minor, without regard to whether the mental health professional is compensated or receives any form of remuneration for his or her services. A violation of this section shall be an unlawful discriminatory act or practice.

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Attachment: Conversion Therapy Ban (Conversion Therapy Ban)