



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, March 14, 2022

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - PASTOR MARK PELFREY OF COLLISION CHURCH**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**

- a. City Council – Regular Meeting – February 28, 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. American Red Cross Emergency Preparedness

8. COMMUNICATIONS

- a. Auditor's Comparison Report January 2022

9. MOTIONS

- a. A Motion to Approve a Resolution Recognizing Women's History Month

10. REPORTS

a. **Development, Parks & Recreation Committee**

- 1. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio

b. **Public Safety, Law & Courts Committee**

- 1. An Ordinance Establishing Section 701.07 of the Codified Ordinances of the City of Reynoldsburg, Commonly Referred to as the Pay to Stay Ordinance
- 2. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department
- 3. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies

c. **Public Service & Transportation Committee**

- 1. An Ordinance to Approve Payment of Services Performed in the Prior Year, and Declaring an Emergency
- 2. An Ordinance Authorizing the Mayor to Enter into a Contract for 2022 Fireworks Display, Waive Competitive Bidding, and Declaring an Emergency
- 3. An Ordinance Authorizing EMH&T to Conduct Design, Engineering, and Bidding Services for the Police Department West Parking Lot Lighting Services, Appropriating Funds Therefor, and Declaring an Emergency
- 4. An Ordinance to Amend Ordinance 142-2021 Regarding Chapter 953 Water Charges, Section 953.01(A) Water Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, and Declaring an Emergency

d. **Finance & Administration Committee**

1. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department
2. An Ordinance Authorizing and Directing the Mayor to Enter into a Contract with the Daimler Group, Inc. for the Sale of Real Property, and Declaring an Emergency

11. CONSENT AGENDA FOR EMERGENCY ADOPTION

1. An Ordinance to Approve the Final Plat Plan for the Spring Hill Farm Development, Section 3, Parts A & B, and Declaring an Emergency (First Reading 2/28/2022). --- Baker. Development, Parks and Recreation Committee.
2. An Ordinance Appropriating Unencumbered Balances as of December 31, 2021, in Various Police Special Revenue Funds, Providing that Revenues for Funds Received During 2022 be Accepted, and Declaring an Emergency (Second Reading 2/28/2022). --- Bryant. Public Safety, Law and Courts Committee.
3. An Ordinance to Approve Payment of Services Performed in the Prior Year, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
4. An Ordinance to Amend Ordinance 142-2021 Regarding Chapter 953 Water Charges, Section 953.01(A) Water Rate Schedule of the Code of Ordinances for the City of Reynoldsburg, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
5. An Ordinance Appropriating Unencumbered Balances as of December 31, 2021 for Recovery Court Funds, Providing that Revenues for Funds Received During 2022 be Accepted, and Declaring an Emergency (Second Reading 2/28/2022). -- - Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR FIRST READING

1. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio --- Baker. Development, Parks and Recreation Committee.
2. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department --- Bryant. Public Safety, Law and Courts Committee.

3. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies --- Bryant. Public Safety, Law and Courts Committee.
4. An Ordinance Authorizing the Mayor to Enter into a Contract for 2022 Fireworks Display, Waive Competitive Bidding, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
5. An Ordinance Authorizing EMH&T to Conduct Design, Engineering, and Bidding Services for the Police Department West Parking Lot Lighting Services, Appropriating Funds Therefor, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
6. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department --- Salvati. Finance and Administration Committee.
7. An Ordinance Authorizing and Directing the Mayor to Enter into a Contract with the Daimler Group, Inc. for the Sale of Real Property, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR SECOND READING

1. An Ordinance Establishing Section 701.07 of the Codified Ordinances of the City of Reynoldsburg, Commonly Referred to as the Pay to Stay Ordinance (First Reading 2/28/2022). --- Bryant. Public Safety, Law and Courts Committee.
2. An Ordinance to Establish Section 160.13 Paid Family Leave of the Codified Ordinances of the City of Reynoldsburg (First Reading 3/28/2022). --- Salvati. Finance and Administration Committee.
3. An Ordinance Authorizing the Mayor to Enter into an Agreement with EMH&T for the Engineering and Management of the 2022 Sewer Line CCTV, Manhole Inspection and Cleaning Project (First Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.
4. An Ordinance to Amend Chapter 1305 Permits and Fees, Section 1305.01 Fee Schedule of the Codified Ordinances for the City of Reynoldsburg (First Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.
5. An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support for 2022 (First Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.

6. An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Web GIS Upgrade/Enhancements (2022) (First Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.

14. CONSENT AGENDA FOR THIRD READING

1. An Ordinance Authorizing the Mayor to Enter into a Contract with Martin Painting & Coating Co. to Paint City Street Light Poles and Waive Competitive Bidding (Second Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.
2. An Ordinance Authorizing the Annual Participation in the ODOT Road Salt Purchasing Contract (Second Reading 2/28/2022). --- Strickland. Public Service and Transportation Committee.
3. An Ordinance Authorizing the Increase of Appropriations for the Various City JEDD Agreements (Second Reading 2/28/2022). --- Salvati. Finance and Administration Committee.

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

- a. March 14, 2022 Council
- b. March 17, 2022 BZBA
- c. March 28, 2022 Council

ADJOURNMENT



**MINUTES REGULAR MEETING
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Council President Leanora Jenkins called the meeting to order at 6:31 PM

Invocation - Pastor Jeremy Harper

PRESENT: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe, Jenkins
ABSENT:

Approval of Agenda

President Jenkins

There is one change to the agenda. Item 1 in Section 11 is being moved to Section 13 Consent Agenda for Second Reading.

Approval of Minutes

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

The February 14, 2022 minutes were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Katelyn Cordell

Heartland Bank - Reynoldsburg

Good evening, we are here to talk about our Heartland Home Fund Program.

Anna Truex

Heartland Bank - Reynoldsburg

We have just started a program that I feel like can help a lot of citizens here in the community. It's the Heartland Home Fund Program. It's a program really focused on helping people that live it or want to purchase a home in the low to moderate income track. Also, individuals they may have low to moderate income who would like to purchase a home anywhere in the area. We really feel this can help them. The requirements are simply that they have a minimum credit score of 640, their income to purchase a home in the area, has to be below \$67,000.00, if they make more they can still qualify for the program but would be

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need to purchase a home in the low to moderate income track. They can take a homeowner class prior to the closing. We feel this is a helpful program.

John Haag

7671 Broadwyn Drive

My husband and I try to do the right thing always by recycling as much as we can and disposing of as little as we can. The way that the City charges for disposal, I understand we are paying by the amount of water that we use. In the spirit of people wanting to be responsible for their own impact on the system, I would like Council to look into pay as you throw programs, that would allow disposal people to weigh what you put in the landfill verses what you are recycling and bill you based on the impact you're having in the system. The example I know of is North Miami in Florida where I used to live. The EPA has a great website on pay as you throw and I just would encourage the council to look into it, in the spirit of personal responsibility, if people want to live up to that. We throw out a small Kroger bag of trash and a large amount recycled. The house a couple down, uses the same amount of water, puts out 5 or 6 50 gallon bags and they pay the same amount as we do, so I would like you to consider that. Second to that, the bi-partisan infrastructure bill has several billion dollars to additional EV stations for zero emissions vehicles. I notice that route 16 and 40, they connect to route 13, which is already approved by the federal highway administration, 16 and 40 are not. Our existing 4 EV stations qualify us for having 16 and 40 approved as, it's called an alternative fuel corridor. I think May is the deadline for submitted the application. MORPC has done some of the earlier applications, I would encourage us to try and make this a City of the future, particularly with Intel developing close by, have additional EV stations would make us a really attractive place to bring your family.

Councilmember Pyakurel

Thank you for bringing this up because I think this is something very important at least. You brought this up but we need to start awareness in the community, I see a lot of trash around and I think this is something we should work on and it's very important and all of us need to be aware.

Mr. Haag

If there is anything I can put together, a packet and send to Ms. Prasher, I would be happy to.

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Councilmember Strickland

Mr. John, I just wanted to let you know that I currently sit on the MORPC Commission Board. We have been attending those meetings and talking about that infrastructure, so we are in the meetings and having those conversations along with the Mayor.

Councilmember Pyakurel

This is a very difficult time for all of us, when we see the news every single day for the last 5 or 6 days. Remembering the people of Ukraine. It reminds back in my days in the 1990's. I believe it's much worse than that, its triggering PTSD when we are talking about it in our home. I don't know what we can do but at least we can pray for them. This is so difficult, what they are going through and I wanted to keep them in our prayers. If there is anything we can do, we should. Thank you.

Mayor Begeny

To go in line with the charging stations, were identifying a few locations right now. Most likely they will be located at the future Alliance facility on the corner of Main and Brice. We are also looking at some other ones in the old town area. We are working on some things like that. Which leads me to the Green Tomato Program, this is our sustainability program. We are about done with our internal review with some of the goals and objectives we are going to present to Council, probably sometime in March. We are also going to be looking at involving community members to be a part of our Green Tomato Initiative for recycling and sustainability, anyone out there listening that would like to be a part of that, it would be a great opportunity. We have the Tomato Festival program update tomorrow. This our volunteer program for those that are interested and want to get involved in helping or suggesting options because the Tomato Festival will be here before you know it. Tomorrow is March and we are going to blink and it's going to be that first weekend in August. So you can come here live at City Hall and make your suggestions, it is going to be an even more robust package from last year. We are going to be adding a couple of cool things including a pickle ball tournament that will be there as well. A preview for Council, probably sometime I believe in maybe the second meeting in March, the first is some updates for the 2022 Street Program. We have identified a majority of roads yet. We are now waiting on everything to come back from our engineers from some cost estimated before we put things out to bid. You should see those in the not too distant future. Special thank you to everybody who's ever driven on Main Street or Lancaster in the last couple of months and those driving on it again in the next few months. There is a light at the end of the tunnel. AEP is working very hard to get everything ready for the power lines to come down and then we will be moving into our next phase which includes expanded sidewalks, stormwater drainage and things of that

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nature. It's going to be a unique summer but hopefully once were out of the intersection at Main and Lancaster, things will open up. We are working to try and sync the lights a little better to help for better traffic flow, especially for those high traffic times. Thank you for your patience, ultimately this is going to be a beautiful project and add to the ambiance of the old town area. Especially with some of the other developments going on there restaurants and boutique shops, it will be worth it in the end. I have sat in the traffic too so I want to thank the community members for that one.

Communications

TREASURY BOARD MEETING MINUTES - FEBRUARY 15, 2022

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING HARRIET TUBMAN DAY

Councilmember Lawson-Rowe

On this last day of Black History celebrations and commemorations I have the honor of offering a resolution recognizing Harriet Tubman Day, this is tremendously important to me because though a small woman in stature, she was a giant amongst our American society who fought for freedom for all. According to history.com, Harriet Tubman was an escaped enslaved woman who became a conductor of the Underground Railroad, leading enslaved people to freedom before the Civil War. All while carrying a bounty on her head. She was also a nurse, union spy and a woman suffrage supporter. Tubman is one of the most recognized icons in American History and her legacy has inspired countless people from every race and background.

Councilmember Lawson-Rowe reads the motion into the minutes.

Mark Myers

Reynoldsburg Truro Historical Society 1375 Creekside Place

I am from the Reynoldsburg Truro historical society, I have been a past president and now on the Board of Directors. I will be speaking first this meeting and then Maria our president will be joining me for a few words. Since this is the last day of African-American history month as was just mentioned, I am pleased to talk to you about some

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local citizens of Reynoldsburg who were active in the Underground Railroad. We just heard about Harriet Tubman, a great lady. Reynoldsburg played a significant role in the Underground Railroad because our town was settled by the Seceder. They were the first to build a church in Truro Township in 1817. They were strong abolitionist, as they were strongly opposed to slavery. They came to this continent to avoid death and persecution in Scotland. Seceder's cemetery is still in existence behind Bibi Bop on route 256 in Reynoldsburg. David and Nancy Graham, his fugitives in their cellar in town. Their house and top the hill on Epworth, is one of the few still standing that we can recognize for the bravery of its past owners. Alexander Livingston had slaves on his property and many of the outbuildings and barns, it is now the site of the Livingston House Park. He provided a large wagon to transport fugitives, this wagon was called fittingly, the ark. He couldn't do it by himself since he was too high profile businessman in town and would attract attention if he disappeared for long periods of time. Ben Patterson worked for Alexander Livingston, the wagon provided by Mr. Livingston was used on Sunday to take the Livingston family of 11 to church. During the rest of the week been carried fugitives you were lying on the floor in the back of the ark covered by a tarp. Been transported runaway slaves as far as Mount Vernon, 55 miles in the middle of the night on bumpy and treacherous unpaved roads. William Noe, spelled NOE, and Truro Township was one of the first abolitionist in the country to voice his opinions in public about slavery. He helped many fugitives on their way to Lake Erie. He lived near what is now Noe Bixby Road. I would not like to present Mary Stoots, the historical Society president, to tell you more about the Underground Railroad and also about a new book on Reynoldsburg history which we just published.

**President Mary Stoots
Reynoldsburg Truro Historical Society
1070 Waggoner Road**

I recently worked with a middle school teacher and a team of teachers in the elementary school, I put together a PowerPoint presentation about the Underground Railroad. Teachers are using those in their classroom. The presentations talk about all the folks that Mark mentioned in the Seceders and how they came to this country and why they were such strong abolitionists. I myself am a Seceder, my great, great grandfather is buried in

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that cemetery. Also available now in the book, hold your book up, I have some with me they are autographed, the author of the book is myself and I had some help from Cornelia Parkinson who wrote the history of Reynoldsburg and Truro Township in 1981. She told me the next book is out and she is done. I have some books with me and I will be in the lobby if anyone would like to get one. The books are \$26, that includes tax and they can be shipped.

Vice President Abram

It gives me great pleasure to be here this evening with these two outstanding ladies. Last March, President Jenkins, Councilmember Strickland and Councilmember Lawson-Rowe and I went out to OSU Newark campus to take pictures with the sculpture of Harriet Tubman. The sculpture is a woman seated and she is looking toward the sky with the content smile, a walking stick, a head wrap, a shawl, a lantern and a pistol. This year on March 10, Councilmember Lawson-Rowe and I will walk 2.2 miles to celebrate the 200th anniversary of Harriet Tubman in the year 2022. This is to support girls trek, moving tribute to walk for freedom and healing of women, black women, worldwide. Globally, the average life expectancy of black women is 65 years old, black women are dying at higher rates than any other group of women on the planet. There are many causes, including exhaustion, chronic stress, and exploitation of labor, loneliness, and generational trauma, systemic injustice in healthcare, incarceration, equity and pay. Girls Trek says no more. We will never ask for permission to save our own lives. The goal to increase the global life expectancy by 10 years in 10 years. Ask you to join us by participating in your own walks to reflect the journey of Harriet Tubman and to reflect on your personal health. You can walk alone, you can walk with others or you can walk with us. We will be walking at the Y at 6:30 AM on March 10 and taking photos using the #WeAreHarriet. This is the official Girl Trek we are Harriet shirt that I am wearing. Girl Trek encourages everyone to wear superhero blue because we are the Harriet heroes of our household and what a fitting way to close out Black History Month into open up women's history month. Two wonderful athletes that embody the movement for Harriet include Nia Collier and Holland Tillman. The student athletes have qualified for the state indoor track meet this Friday, it will be held in Geneva. Earlier this month Nia ran a personal best 60 m dash in 8.89 seconds and Holland ran a personal Best of 8.15 seconds

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for the 60 m dash. Nia ran the 200 m in 26.88 and Holland ran it in 26.88. These women were suggested by their coach Rich to represent Reynoldsburg for this resolution this evening. I would like to recognize them for their leadership, their work ethic and their example as they empower others to move and inspire others through their athleticism. There will be some relays in addition to representing the state in the individual races. Go lady Raiders. Thank you Council for the opportunity to showcase these Reynoldsburg City school track and field team athletes for this worthy cause. We are one forward together. Thank you.

Renee Smith

Communication Ambassador Girl Trek Columbus

49 Jessica away

Gahanna, OH

With me today is our engagement ambassador, along with some of our most devoted community organizers Julia Fraser, Freda Calloway, Darlene Price, Birdie Adams Fields, and Ariana Braizer. Thank you for offering this resolution today and the invitation to remark on why we revere Harriet Tubman whose Underground Railroad network as history would have it, was once operative in Reynoldsburg. I am the daughter of Ruby May, the granddaughter of Lillian Luaiza and Harriet Potter. Myself in those with me today collectively we are the daughters of Harriet Tubman. The baddest freedom fighter of all time. Her legacy indoors and continues to inspire all of us. After Harriet achieved her own freedom, she came back to free others giving us the blueprint for the work that GirlTrek does today, this is the essence of the Girl Trek movement. We walk as Harriet did for freedom, self-care, for healing for black women and girls worldwide. Founded 10 years ago by two friends Vanessa Garrison and Morgan Dixon, Girl Trek is the largest non-profit movement for black women and girls in the nation. We are a movement of over 1 million and counting. We have pioneered a health movement which is grounded in civil rights history and principles. Through walking campaigns, community leader ship and health advocacy we mobilize black women to be change makers in our lives in our communities by walking. Black women are dying younger and at higher rates than any other group of women from preventable diseases. That is why we unapologetically walk to save our lives. We believe in the power of walking to restore our health and humanity.

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In essence we are the heads of today. We are so pleased that the city of Reynoldsburg is designating March 10 as Harriet Tubman day. We applaud you. Girl Trek celebrates Harriet Tubman's birthday each year. In 2008, in honor of her, our staff of 10 women completed an epic and challenging 100 mile check through sun wind and snow from the eastern shore of Maryland and crossing the mason Dixon line into Delaware, actually retracing Harriet steps on the Underground Railroad. It was called Harriet's great escape. We are excited that the city of Reynoldsburg will be celebrating Mamma Harriet this year on March 10th on her 200th birthday, Girl Trek will take part in a global walking to be out celebrating nationally and internationally. We invite everyone, especially our colleagues of black girls run Columbus to check from wherever you are for the healing and liberation of black women and girls. As part of the celebration we continue with the tradition of the podcast known as black history Boot Camp with the Vanessa going live from Harriet's hometown in Auburn New York and Morgan going live from Africa in the Ashanti kingdom of Kusami, the ancestral home of Harriet. The podcasts are available to enjoy on Apple, Google, Audible and Spotify platforms as well as available on our national website girltrek.org. We encourage black women and girls and our allies to take the pledge of self-care and sisterhood to save our lives. Ms. Murray now has something to share with Councilmember Lawson-Rowe and I close with the GirlTrek doctrine of Harriet Tubman. It contains four tenants, number one, save your own life first. Number two, when you learn the way, come back for a sister. Number three, rally your allies. Number four in the final, find joy. Thank you.

Caroline Thomas
Black Girls Run
1709 Carol Drive
Gahanna, OH

We are one of the mini chapters that goes across the United States. With me is one of the other ambassadors, Trisha Davis and Terry Calhoun in behind us is our run leads Dorthia Curl, Marsha Madison, Yolanda Scott. A little information on black girls run, we are a national organization nonprofit, we have about 70+ chapters across the US and communities throughout. Our main reason for Black Girls Run is also the health disparity of black women in the United States. That is the main concern and what we try to do is

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encourage and motivate ladies to get up off the couch and move. We bring them in, we help them to develop or continue with their healthy lifestyle and make sure that is a priority for them because that is the only way that we can beat this epidemic of obesity and chronic disease in our nation. They don't have to run, they can walk. Even though it says black girls run, we do walk and we do participate in other activities such as swimming and biking, just to move and get the heart pumping, get moving. With more people involved, hopefully our numbers will go down with disease and obesity and get moving and be positive. We all need each other and without us coming together as a group and sisterhood and encouraging and supporting one another in our journey on our health, that's what we need to do. Thank you. On behalf of Black Girls Run we really appreciate having this opportunity on March 10 to unite with our local chapter here and walk for Harriet Tubman. Hopefully we will have some different events happening but we are excited to be a part of this collaboration and honor Harriet Tubman. Thank you for the opportunity and we are excited to be a part of it.

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

A MOTION TO HEREBY CONFIRM THE MAYORAL APPOINTMENT OF TERESA ALABI TO SERVE ON THE PLANNING COMMISSION FOR TO FILL AN UNEXPIRED TERM BEGINNING MARCH 1, 2022 THROUGH DECEMBER 31, 2022

President Jenkins

With Steven Hicks resignation from the Planning Commission, Mayor Begeny has selected Ms. Alabi to fulfill Mr. Hicks' term.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

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A MOTION TO AMEND THE RULES OF COUNCIL

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

Reports

Auditor's Report

AUDITOR'S REPORTS FOR JANUARY, 2022

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

Liquor Permit

MILOONI LLC LIQUOR PERMIT

Deputy Chief Grizzell

This application is for the transfer of a liquor permit from Main Street Marathon to Milooni LLC, located at 6748 East Main Street, east of Rosehill Road. The statutory agent will be Kul Thapa.

The permit is for a class C1, C2 and D6, which is for carry out of beer, wine, and mixed beverages including Sunday sales.

The business location is not situated in an area that would have an adverse effect on the operation of any hospitals, schools, or playgrounds.

On 2/15/2022, RPD detectives used an informant for an underage purchase of alcohol. This charge is still pending in Mayor's Court; however, there is not enough to deny the transfer or request a hearing.

Councilmember Cotner

If there was an illegal activity of sale to an underage minor, and there is something pending, can we delay or postpone until there is more information?

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Attorney Shook

No we cannot. The charge actually goes against the person who made the sale, so it's actually an individual not the entity who is charged in the court. We did have a number of similar operations, we had CI out in the field conducting a sting operation in the City. Most of these individuals are coming into Mayor's court, pleading guilty and paying a substantial fine.

Councilmember Cotner

Those are the individual sales persons?

Attorney Shook

Correct.

Councilmember Cotner

The part-time clerk that gets paid barely above minimum wage, trying to get through, has to eat these court cost and the ownership gets to go on their way?

Attorney Shook

Unless it's anymore, or from an evidentiary standpoint, and isolated incident involving one clerk, we can't draw further conclusions than that. The clerks are generally trained to ask for ID and sometimes they do not. Some of these cases they are made to be feel guilty for asking.

Councilmember Cotner

That seems to me strange, that there is no stronger forces here that we can take on ownership of those situations, but again, if it's an isolated incident then it's not as concerning, but still it's a problem obviously.

Attorney Shook

Yea if we had evidence that is was systemic at a particular location that would be reason to request a hearing and potential deny of transfer.

Councilmember Lawson-Rowe

DC, you said that they were looking to have a license to offer beer and wine on Sundays?

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Deputy Chief Grizzell

This is actually a request to transfer. So someone purchased the liquor permit and taking the business over, they are just transferring what they were already capable of doing under the current permit.

Councilmember Lawson-Rowe

So currently they can sale alcohol on Sunday in that location?

Deputy Chief Grizzell

Yes.

Councilmember Lawson-Rowe

So the locations like UDF and CVS, I didn't think they sold on Sundays?

Deputy Chief Grizzell

They might have a different permit.

Councilmember Lawson-Rowe

Oh ok.

Deputy Chief Grizzell

Mr. Shook would have to speak to the legal side of that but I believe you can buy different variations within the state.

Attorney Shook

Yes, it depends on the availability in the area. There are variations, typically with carry out you are going to be looking at beer, wine, spirituous liquor, alcohol content up to 42%.

West Licking Fire District

WEST LICKING FIRE DISTRICT REPORTS - DECEMBER 2021 AND JANUARY 2022

Councilmember Baker

If you look in your packets there is the statistical data for the month of December and January. There is nothing really to report, services are still being rendered in a timely

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**MINUTES REGULAR MEETING
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fashion even though there is a lot of growth in West Licking. We are still able to provide fast services to those who need it. That's a good thing. That's all I have now. WE are still working on the new fire house, hopefully we will have something to show the public here soon.

Development, Parks & Recreation Committee

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

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

An Ordinance to Approve the Final Plat Plan for the Spring Hill Farm Development, Section 3, Parts A & B

Mayor Begeny

This is the continuing move for the MI development off Waggoner Road. To give you a quick version of everything, they have sold well over 30 homes. They are actually moving into their second phase as far as selling the actual homes. This is the final plat so they can start the infrastructure improvements in the area. This was originally supposed to be sometime in June or July but because of the incredibly strong home sales in the region, they have been able to accelerate that process and move it up. I request that this be submitted this evening.

Councilmember Baker

I'm glad people want to move here to Reynoldsburg, with sales going that fast, it lets you know that Reynoldsburg is a very desirable community and I will take that as progress.

Mayor Begeny

The only thing that is making it even less expedient is trying to make sure they have all the materials for the houses, otherwise they would be even further along.

Councilmember Baker makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

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**MINUTES REGULAR MEETING
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Public Safety, Law & Courts Committee

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

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

An Ordinance Establishing Section 701.07 of the Codified Ordinances of the City of Reynoldsburg, Commonly Referred to as the Pay to Stay Ordinance

Attorney Shook

This ordinance has previously been on for a work session. I provided the members of Council with the latest and hopefully final version of this ordinance. There were a couple of typos and I wanted to make sure I got those changed and got you a copy. Here is where we are at with this ordinance. The pay to stay affirmative defense, which as we know is an affirmative defense that would be available to a tenant in an eviction proceeding. It allows a tenant to pay their late rent and late fees and avoid the filing of an eviction or after the filing of an eviction allows them to pay their late rent, fees and attorney fees of the landlord up to \$250.00 and present an affirmative defense and eviction. The affirmative defense would not be available after eviction is granted. Previous versions had the availability before set out, we took that section out. Once the eviction is granted, the court then that offense would no longer be available. The reason we did that is just because it becomes more complicated once you get into the writ of restitution, a set aside procedures to the court. The defense would only be available once and then you would not be able to use it again for a period of 12 months. The reason we did that is we do not want someone who is chronically late on their rent to be able to use this defense over and over again. It's meant to be a onetime thing when someone finds themselves in a difficult situation. In addition we do have a provision in there that caps out the late fee that can be charged for late rent at 5% of the monthly contract. If rent were \$25, typically it's going to be 5% of the monthly contract rent. That is a cap on the late fee that can be imposed on someone who is going to be utilizing this defense in court, paying their late fees and rent after filing attorney fees.

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Councilmember Bryant makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

Public Service & Transportation Committee

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

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with EMH&T for the Engineering and Management of the 2022 Sewer Line CCTV, Manhole Inspection and Cleaning Project

Director Dorman

This is annual program we do. We will basically look at a sewer system in a certain area. Typically have a program every year and work on about a 5 year plan. Given the issues we have had over the past few years, we moved a lot of this work to the Briarcliff area. Evaluating the condition of the sewers. We basically put a camera down there and televise the entire network. We look for collapsed pipes and gaps. Pipes that are deformed or basically as opposed to circular they are more of an oval shape. Making sure we have the full capacity in those lines. When were done with that program we use the data then to go out the following year to bid on what would be the rehabilitation project, which would be lining the whole system. When we line the sewer projects, the sewer lines in these areas are anywhere from 50 years old or older. When we line the sewer it's like creating a brand new pipe without having to dig the pipe up. There are some areas we will have to dig, if the pipe is completely collapsed or what we call point repair. We go down and fix that piece but for the most part it's just lining which is considerably cheaper than any other rehabilitation effort.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carries.

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

An Ordinance to Amend Chapter 1305 Permits and Fees, Section 1305.01 Fee Schedule of the Codified Ordinances for the City of Reynoldsburg

Director Dorman

Late last year we brought this City Council, we wanted to come up with more of a comprehensive schedule to hand applicant and developers so they knew the exact fees from beginning to end. Since we have had some additional staff, great additions to the City. We have a new in house CBO now, which we have not had for many years. Our new planning and zoning administrator as well and the new Economic Development director as well, they did not get a chance to look at the old one since they have come on board. They looked at a few of the items on there, I tried to make it as simple as I could, I red lined where we made revisions. The most significant change is we are actually reviewing things in house, were not sending it all out to consultants. So there are fees for doing that work in house and then there is also a reference if it has to be sent out to a developer, to make sure were getting the best review we can. Traffic studies, any kind of other plans, our CBO in particular is holding office hours and trying to work as best he can with people in the office to go through plans and make sure it's as quick as it can, we want to be thorough but also make sure were catching everything that we can. Also, making sure that we are working with the developers to develop a good project in the end.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support for 2022

Director Dorman

This is basically the mapping system that the City uses. I do have some good news, pretty soon this will be a public application that everyone can see. We met with EMH&T last week about doing that on the Development page and having this available. So if you want to look at where your utilities are, you can see where water and sewer lines run through the City. Street lights signs, roadway system. Anything you can see on the county auditor site or Google maps where you can see all of the utilities underground. They update this every year for us so as a new development

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comes, such as Spring Hill, they add and update the GIS system. We can go on there and click on a line and tell you the exact size of that line, the length of the line. We also share that with other utility companies when they are designing their infrastructure as well.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Web GIS Upgrade/Enhancements (2022)

Director Dorman

This is a continuation of what I just spoke on. This bring it to our website. It's also the addition of some layers. For instance right now, we do not have our street lights or signs in there. That is something we will want in there and eventually tie to our work order system. That way residence can quickly look at that too, click on it and be able to request a work order with the appropriate department. Another thing too is the system has changed, we run a cloud based system on our GIS and we are moving up to a new version which also requires some additionally time on their part and has been included on this proposal as well.

Councilmember Strickland

Thank you. So if a resident clicks on this map and they need the stop sign replaced, do they have to fill out any kind of documentation or anything like that to submit that ticket?

Director Dorman

Once this gets established, were going to start out internally with a work order system that will track this on the computers. So if we want to see how many signs that have been damaged, it will geographically display these on a map. Once we get the tweaks worked out internally, hopefully we will transfer it out to the public side. I've had some programs, where you're out walking, you see something, you can bring up the app on your phone, click on that particular thing and it will send it right to the right department. You won't have to call anyone or filter through a secretary, it goes directly to the supervisor who can dispatch the work order out.

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Councilmember Lawson-Rowe

Director Dorman that means you don't want to get another email from me?

Director Dorman

No, I like your emails, I don't mind your emails. I get a lot of emails, its fine.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

Finance & Administration Committee

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

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

An Ordinance to Establish Section 160.13 Paid Family Leave of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook

This is I believe the final draft of section 160.13 Paid Family Leave under the Reynoldsburg Codified Ordinances. This would be leave that is available to new parents, whether they be biological, adopted, step or foster parents of a new child. It would be 10 weeks of 100% paid leave. It would not reduce other leave that is available to those employees which includes short term disability leave for child birth. This is not leave that would be available to anyone who is currently under a collective bargaining agreement. You are going to vote on the Police Union Contract later this evening. They would not be effected by this change, only non-union employees. In addition, I would note that there is also a section on here for paid family leave for parents of stillborn and children lost during the third trimester and any children who may pass away during the time of paid family leave that is 4 weeks of paid leave as well. Those are the highlights of the legislation and I am here if you have any questions.

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Councilmember Strickland

I am so glad that this particular legislation is coming forward in Reynoldsburg. I have witnessed many parents go through losing their child unexpectedly so thank you for bringing this forth. I truly appreciate it.

Councilmember Lawson-Rowe

Are there any other municipalities in central Ohio that have similar paid family leave such as this?

Attorney Shook

Upper Arlington does, they have up to 6 weeks of paid family leave. I also looked closely at the City of Lakewood, near Cleveland, they have a very detailed ordinance that had up to 12 weeks of paid family leave but just for the mother and they didn't include nearly that much time for the father. This gives the father 10 weeks of paid leave as well.

Councilmember Cotner

This starts when employment begins? When are they eligible for this?

Attorney Shook

They have to be a 3/4 or full time employee of the City for 12 months before they are eligible.

Councilmember Cotner

If they are 3/4 time then they are paid normal 3/4 wages during that time? All benefits continue to be paid and keep benefits? Basically the clock just keeps moving and everything is good for them, both full and 3/4 time.

Attorney Shook

Correct.

Councilmember Salvati makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Strickland. Motion carries.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 28, 2022

Consent Agenda for Emergency Adoption

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

6-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9, FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2024, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

7-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. (DISPATCHERS) FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2024, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

8-2022

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL SALARY FUNDING FOR OVERTIME FOR THE STREETS DEPARTMENT, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 28, 2022

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT, SECTION 3, PARTS A & B, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE ESTABLISHING SECTION 701.07 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, COMMONLY REFERRED TO AS THE PAY TO STAY ORDINANCE --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF THE 2022 SEWER LINE CCTV, MANHOLE INSPECTION AND CLEANING PROJECT --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 1305 PERMITS AND FEES, SECTION 1305.01 FEE SCHEDULE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT FOR 2022 --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR WEB GIS UPGRADE/ENHANCEMENTS (2022) --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO ESTABLISH SECTION 160.13 PAID FAMILY LEAVE OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Salvati. Finance and Administration Committee.

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

Consent Agenda for Second Reading

RESULT:	REFERRED TO COUNCIL
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AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH SPRING HILL FARMS SECTION 1 --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR PROGRAM VERIFICATION AND SCHEMATIC DESIGN FOR THE BRICE PARK DEVELOPMENT AND APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2021, IN VARIOUS POLICE SPECIAL REVENUE FUNDS, PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2022 BE ACCEPTED, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2021 FOR RECOVERY COURT FUNDS, PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2022 BE ACCEPTED, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT WITH MARTIN PAINTING & COATING CO. TO PAINT CITY STREET LIGHT POLES AND WAIVE COMPETITIVE BIDDING --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE ANNUAL PARTICIPATION IN THE ODOT ROAD SALT PURCHASING CONTRACT --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE INCREASE OF APPROPRIATIONS FOR THE VARIOUS CITY JEDD AGREEMENTS --- Salvati. Finance and Administration Committee.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 28, 2022

Consent Agenda for Third Reading

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bhuwan Pyakurel, Councilman
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

9-2022

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

10-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, AND BIDDING SERVICES FOR THE CITY'S 2022 WATER MAIN REPLACEMENT PROJECT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

11-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2022 SEWER PROJECT FOR ENGINEERING SERVICES, CONSTRUCTION PLANS, SPECIFICATIONS AND BID DOCUMENTS AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

12-2022

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 2000 MXU READERS FROM SENSUS FOR THE UPGRADE PROGRAM AND WAIVE COMPETITIVE BIDDING --- Strickland. Public Service and Transportation Committee.

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 28, 2022

Other Council Matters

Councilmember Lawson-Rowe

I would like to share on Saturday March 12 at 2:30, other than the ward 4 walk about, I am actually inviting the community to meet me at Baldwin Road Junior high at @:30 PM to walk the track and talk about all things City. Mayor Begeny and School Board member Neil Whitman will be joining me. If there is rain or extreme temperatures, we will move to the library.

Councilmember Baker

I want to congratulate the men's and women's basketball teams on their wins. They Lady Raiders are in regional finals and the men's made it to the second round, kudos to them. If you get a chance, please go out and support them. Especially the women, they are a darn good team. Looking at the bracket, not getting ahead of myself, they have a really good chance to win the state. Make sure you support the men's basketball team as well. I still want to thank all of our men and women in the service. Seeing what's going on in the world today, really have to send out prayers to them and who knows what going to happen with what's been going on over in Ukraine. Really a special shout to them. To our police force, nurses and teachers. They have been helping the community through this pandemic, grocery stores, logistics and retail. They keep this country rolling.

Upcoming Meetings

March 3, 2022 Planning Commission

March 14, 2022 Council

March 17, 2022 BZBA

March 28, 2022 Council

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL February 28, 2022

Executive Session

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

Council is going into Executive Session and will not conduct in any business following the end of the Executive Session.

Councilmember Salvati moved to go into Executive Session pursuant to Ohio Revised Code 121.22(G)(3) "to conference with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action." Second by Councilmember Bryant.

Council invited Mayor Begeny, Attorney Shook, Assistant Attorney Leist, Deputy Chief Grizzell and Clerk Prasher into Executive Session.

Roll call vote: Lawson-Rowe - Yes; Cotner - Yes; Baker - Yes; Bryant - Yes; Salvati - Yes; Pyakurel - Yes. Motion carried.

Council invited Mayor Begeny, Attorney Shook, Auditor Cicak, Chief Baker, and Clerk Prasher to remain in the session.

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

Roll call vote: Lawson-Rowe - Yes; Cotner - Yes; Baker - Yes; Bryant - Yes; Salvati - Yes; Pyakurel - Yes. Motion carried.

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

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

DATE: March 14, 2022**TO:****CC:****RE: Auditor's Comparison Report January 2022**

CITY OF REYNOLDSBURG
MTD COMPARISON-JANUARY, 2022

FUND BALANCE	January, 2022 unencumbered Balance	December, 2021 unencumbered Balance	Balance Increase (Decrease)	Percent Change
110 - General Fund	\$11,844,522.17	\$14,883,142.92	(\$3,038,620.75)	-20.42%
310 - General Debt Retirement Fund	\$3,779,222.24	\$3,554,056.41	\$225,165.83	6.34%
410 - Capital Improvements Fund	\$2,837,773.51	\$2,556,289.70	\$281,483.81	11.01%

REVENUE	January, 2022 MTD REVENUE	January, 2021 MTD REVENUE	Increase (Decrease)	
110 - General Fund	\$ 1,628,280.22	\$ 1,495,621.47	\$132,658.75	8.87%
310 - General Debt Retirement Fund	\$ 225,165.83	\$ 203,397.03	\$21,768.80	10.70%
410 - Capital Improvements Fund	\$ 281,483.81 *	\$ 254,272.05	\$27,211.76	10.70%

EXPENDITURES	January, 2022 MTD EXPENDITURES	January, 2021 MTD EXPENDITURES	Increase (Decrease)	
110 - General Fund	\$ 2,483,065.56 *	\$ 1,960,513.16	\$522,552.40	26.65%
310 - General Debt Retirement Fund	\$ -	\$ -	\$0.00	
410 - Capital Improvements Fund	\$ 56,546.53	\$ 186,031.40	(\$129,484.87)	-69.60%

YE ENCUMBRANCES	January, 2022 OUTSTANDING ENCUMBRANCES	December, 2021 OUTSTANDING ENCUMBRANCES		
110 - General Fund	\$ 3,444,840.81	\$ 1,261,005.50	\$2,183,835.31	173.18%
310 - General Debt Retirement Fund	\$ -	\$ -	\$0.00	
410 - Capital Improvements Fund	\$ 6,215,217.02	\$ 6,271,763.55	(\$56,546.53)	-0.90%

Unencumbered General Fund Balance percent to 2022 Budget

General Fund Unencumbered Balance	11,844,522.17
General Fund 2022 budget	25,580,605.00
Percent of Fund balance/budget	46%

CITY OF REYNOLDSBURG
FUND BALANCE REPORT
JANUARY 31, 2022

Fund Balance/Number	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	\$16,144,148.42	\$1,628,280.22	\$2,483,065.56	\$15,289,363.08	\$3,444,840.91	\$11,844,522.17
201 - Fema Federal Emergency Mgmt Agen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
203 - Cares Act (CRF) Franklin Cty	\$161.99	\$0.00	\$0.00	\$161.99	\$0.00	\$161.99
204 - Cares Act (CRF) Licking Cty	\$42.09	\$0.00	\$0.00	\$42.09	\$0.00	\$42.09
205 - Cares Act (CRF) Fairfield Cty	\$7.67	\$0.00	\$0.00	\$7.67	\$0.00	\$7.67
206 - American Rescue Plan Act	\$1,992,563.72	\$0.00	\$7,123.47	\$1,985,440.25	\$762,843.32	\$1,222,596.93
211 - Computerized Needs (courts)	\$175,119.46	\$0.00	\$5,588.30	\$169,531.16	\$71,531.17	\$97,999.99
220 - Income Tax Fund	\$3,706,943.95	\$73,838.63	\$74,077.40	\$3,706,705.18	\$3,582,451.41	\$124,253.77
230 - Permissive Tax Fund	\$1,186,711.67	\$20,844.04	\$0.00	\$1,207,555.71	\$400,000.00	\$807,555.71
240 - Police Pension Fund	\$323,509.93	\$0.00	\$0.00	\$323,509.93	\$0.00	\$323,509.93
250 - Sewer Capacity Fund	\$384,072.42	\$18,264.00	\$0.00	\$402,336.42	\$0.00	\$402,336.42
260 - Street Fund	\$4,063,404.20	\$160,727.69	\$126,311.45	\$4,097,820.44	\$239,705.64	\$3,858,114.80
270 - State Highway Fund	\$472,719.22	\$12,653.55	\$607.09	\$484,765.68	\$79,392.50	\$405,373.18
282 - Cops in School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
283 - Cops More Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
285 - Endowments & Contributions	\$392,341.81	\$0.00	\$0.00	\$392,341.81	\$0.00	\$392,341.81
286 - G.R.E.A.T. Grant Fund	\$550.00	\$0.00	\$0.00	\$550.00	\$0.00	\$550.00
287 - Reynoldsburg Recovery Court	\$39,353.27	\$0.00	\$0.00	\$39,353.27	\$1,130.17	\$38,223.10
290 - Law Enforcement Fund	\$214,269.97	\$585.41	\$0.00	\$214,855.38	\$1,111.75	\$213,743.63
291 - Drug Enforcement Fund	\$48,088.74	\$0.00	\$0.00	\$48,088.74	\$8,000.00	\$40,088.74
292 - Safety Belt Program Fund	\$4,376.00	\$0.00	\$0.00	\$4,376.00	\$0.00	\$4,376.00
293 - DUI/Education/Enforcement Fund	\$20,229.19	\$50.00	\$0.00	\$20,279.19	\$0.00	\$20,279.19
294 - Federal Forfeiture Fund	\$152,044.91	\$0.00	\$0.00	\$152,044.91	\$0.00	\$152,044.91
295 - Law Enforcement Asst Fund	\$57,121.76	\$0.00	\$0.00	\$57,121.76	\$0.00	\$57,121.76
297 - Edward Byrne Fund	\$3.42	\$0.00	\$0.00	\$3.42	\$0.00	\$3.42
298 - Secure Our Schools	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
299 - Indigent Drivers Interlock Fund	\$16,077.59	\$0.00	\$0.00	\$16,077.59	\$0.00	\$16,077.59
310 - General Debt Retirement Fund	\$3,554,056.41	\$225,165.83	\$0.00	\$3,779,222.24	\$0.00	\$3,779,222.24
320 - Special Assessment Debt Ret Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
330 - Taylor Sq Tif Debt Retirement	\$290,649.71	\$0.00	\$0.00	\$290,649.71	\$0.00	\$290,649.71
410 - Capital Improvements Fund	\$8,828,053.25	\$281,483.81	\$56,546.53	\$9,052,990.53	\$6,215,217.02	\$2,837,773.51
420 - Sidewalk Construction Fund	\$866,588.98	\$1,828.28	\$0.00	\$868,416.98	\$80,042.68	\$778,374.30
440 - Brice-Main Streetscape	\$0.08	\$0.00	\$0.00	\$0.08	\$0.00	\$0.08
450 - Rosehill Road Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
605 - Arts Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610 - Delinquency Prevention Fund	\$16,554.81	\$0.00	\$0.00	\$16,554.81	\$0.00	\$16,554.81
615 - Beautification Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - French Creek Footbridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640 - Supervision and Inspection	\$440,514.00	\$9,000.00	\$96,678.89	\$352,835.11	\$321,575.09	\$31,260.02
650 - Plot Grade & Utility	\$187,762.32	\$0.00	\$4,488.00	\$183,274.32	\$162,608.60	\$20,665.72
660 - Unclaimed Funds	\$27,354.09	\$0.00	\$0.00	\$27,354.09	\$0.00	\$27,354.09
690 - Employees Fund	\$733.64	\$0.00	\$367.76	\$365.88	\$160.33	\$205.55
710 - Water Fund	\$7,257,801.95	\$603,192.65	\$431,821.37	\$7,429,173.23	\$3,242,243.20	\$4,186,930.03
720 - Wastewater/Sewer Fund	\$5,431,644.26	\$557,654.76	\$456,614.07	\$5,532,684.95	\$3,075,314.40	\$2,457,370.55
730 - Utility Deposits Fund	\$149,812.87	(\$475.00)	\$0.00	\$149,337.87	\$0.00	\$149,337.87
740 - Storm Water Drainage Fund	\$1,482,340.41	\$169,602.39	\$128,882.52	\$1,523,060.28	\$1,062,801.05	\$460,259.23
750 - Solid Waste Fund	\$802,920.77	\$214,964.04	\$194,625.92	\$823,258.89	\$742,252.86	\$81,006.03
905 - School Ski Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
910 - Miscellaneous Agency	\$42,128.69	\$34,857.16	\$20,774.81	\$56,211.04	\$67,601.59	(\$11,390.55)
915 - Board of Building Standards	\$15,902.25	\$326.97	\$1,013.05	\$15,216.17	\$4,845.07	\$10,371.10
920 - Visitors Bureau Fund	\$0.00	\$10,091.54	\$0.00	\$10,091.54	\$75,000.00	(\$64,908.46)
925 - Demolition Expense Fund	\$282,634.50	\$0.00	\$0.00	\$282,634.50	\$0.00	\$282,634.50
930 - Columbus Sewer Capacity	\$96,100.73	\$18,264.00	\$70,012.00	\$44,352.73	\$0.00	\$44,352.73
941 - JEDD1-ETNA-REYNOLDSBURG	\$110,753.43	\$37,605.25	\$110,359.87	\$37,998.81	\$0.00	\$37,998.81
942 - JEDD2-ETNA-REYNOLDSBURG	\$132,369.29	\$5,358.68	\$130,953.96	\$6,774.01	\$0.00	\$6,774.01
943 - JEDD3-ETNA-REYNOLDSBURG	\$130,937.73	\$87,691.98	\$129,486.35	\$89,143.36	\$0.00	\$89,143.36
944 - JEDD4-ETNA-REYNOLDSBURG	\$3,288.47	\$993.42	\$3,302.26	\$979.63	\$0.01	\$979.62
947 - JEDD 7- REYNOLDSBURG-ETNA	\$3,678.24	\$0.00	\$3,678.24	\$0.00	\$0.00	\$0.00
960 - Eng Fees/Plan Review Deposits	\$101,889.52	\$1,328.00	\$1,100.00	\$102,117.52	\$18,898.00	\$83,219.52
970 - Taylor Sq School Tif	\$870,249.18	\$0.00	\$0.00	\$870,249.18	\$0.00	\$870,249.18
971 - Brice Main Tif	\$39,992.27	\$0.00	\$0.00	\$39,992.27	\$0.00	\$39,992.27
972 - Kroger Tif Debt Retirement	\$80,016.16	\$0.00	\$0.00	\$80,016.16	\$0.00	\$80,016.16
973 - Summit Rd Tif #1	\$135,886.70	\$0.00	\$0.00	\$135,886.70	\$0.00	\$135,886.70
974 - Taylor Rd Tif #1	\$250,976.98	\$0.00	\$0.00	\$250,976.98	\$0.00	\$250,976.98
975 - Taylor Rd Tif #2	\$20,672.60	\$0.00	\$0.00	\$20,672.60	\$0.00	\$20,672.60
	\$61,048,125.69	\$4,174,177.02	\$4,537,478.87	\$60,684,823.84	\$23,669,566.77	\$37,015,257.07

Attachment: Auditor's January Comparison (Auditor's Comparison Report January 2022)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: March 14, 2022****TO:****RE: Women's History Month Recognition**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A RESOLUTION RECOGNIZING WOMEN'S HISTORY MONTH

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, throughout our history, despite hardship, exclusion, and discrimination, women have strived and sacrificed for equity and equality in communities across the country. Generations of Native American women were stewards of the land and continue to lead the fight for climate justice. Black women fought valiantly to end slavery, advocate for civil rights, and pass the Voting Rights Act. Black, white and immigrant suffragists helped pass the 19th Amendment to the Constitution so that no American could be denied a vote on the basis of sex; and

WHEREAS, American women are particularly important in the establishment of charitable, philanthropic, and cultural institutions, in providing the majority of volunteer labor force in the Nation and courageously serving in the military; and

WHEREAS, Reynoldsburg has countless examples of women who have made a difference to the community as business owners, community advocates, stellar community servants in the public and private sectors. These women include Jo Ann Davidson,

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

who served on City Council and as Speaker of the Ohio House; and a plethora of nameless women who served, worked held down two full time jobs; one as a wage earner and one ensuring that the daily needs of her children and family are met;

WHEREAS, in the early 1900s as villages grew into cities, female residents addressed the need for civic improvements by establishing clubs, known as Women's Clubs."

Reynoldsburg has an example of one of those organizations in the Reynoldsburg Civic Club. The Civic Club provided civic improvements to the City since 1922 including a lending library, kindergarten, PTAs, billboards welcoming visitors, and recently supported the Fire Safety House, utility pole banners and the mural on the building at the corner of Lancaster and Main Streets. The Civic Clubs, and those like them, also nurtured the confidence and resolve of the members enabling them to imagine new opportunities to pursue and accomplish. The collective engagement of these Club Women has resulted in immeasurable economic impact on the City of Reynoldsburg;

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

WOMEN'S HISTORY MONTH

In observance of Women's History Month and International Women's Day on March 8th, we encourage Reynoldsburg residents to recognize our local women for their often overlooked and undervalued accomplishments to the building and support of our community.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Development, Parks and Recreation Committee**

RE: **Spring Hill Farm Section 3 Part A and B Plats**

Approval:

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

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

The application to approve Section 3, Pars A & B of the Spring Hill Farm development was submitted to the Planning Commission on December 2, 2021 for approval. Unfortunately, due to the transition in the Economic Development Department, this request for Council approval was not submitted earlier. We are requesting that this ordinance be passed as a single read emergency.

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT, SECTION 3, PARTS A & B, AND DECLARING AN EMERGENCY

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat for Section 3, Parts A and B for approval consisting of 54 lots; and

WHEREAS, the Planning Commission met on December 2, 2021 and February 3, 2022, reviewed and approved the additional development plan for Spring Hill Farm, Section 3, Part A & B.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

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

SECTION 1: That the Phase 3 Plat for Spring Hill Farm, particularly described as follows, be approved:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 54 lots being comprised of a part of that tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the City Engineer has certified Spring Hill Farm will meet all requirements of storm water and design requirements.

SECTION 3: That said the plats for Spring Hill Farm are attached to this Ordinance as Exhibit A and are made a part herein.

SECTION 4: 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.

SPRING HILL FARM SECTION 3 PART A

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 15.284 acres of land, more or less, said 15.284 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202103170048951, 202103170048952, 202103170048953, and _____, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**SPRING HILL FARM SECTION 3 PART A**", a subdivision containing Lots numbered 112 to 136, both inclusive, and an area designated as Reserve "H", does hereby accept this plat of same and dedicates to public use, as such, all of Clark Drive and Griffin Drive shown hereon and not heretofore dedicated.

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

In Witness Whereof, **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, has hereunto set his hand this ____ day of ____, 20__.

Signed and Acknowledged
In the presence of:

M/I HOMES
OF CENTRAL OHIO, LLC

By
TIMOTHY C. HALL JR.,
Area President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC**, for the uses and purposes expressed herein.

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

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of _____,
20__.

Chairman, Planning Commission,
Reynoldsburg, Ohio

Approved this ____ day of _____,
20__.

City Engineer and Director of Public Service,
Reynoldsburg, Ohio

Approved and accepted this _____ day of _____, 20__, by Ordinance No. _____ wherein all of Clark Drive, Griffin Drive dedicated hereon are accepted as such by the Council for the City of Reynoldsburg, Ohio.

City Clerk, _____ Reynoldsburg, Ohio

Mayor, _____ Reynoldsburg, Ohio

Transferred this ____ day of _____,
20__.

Auditor, _____ Franklin County, Ohio

Deputy Auditor, _____ Franklin County, Ohio

Filed for record this ____ day of _____,
20__ at _____ M. Fee \$ _____

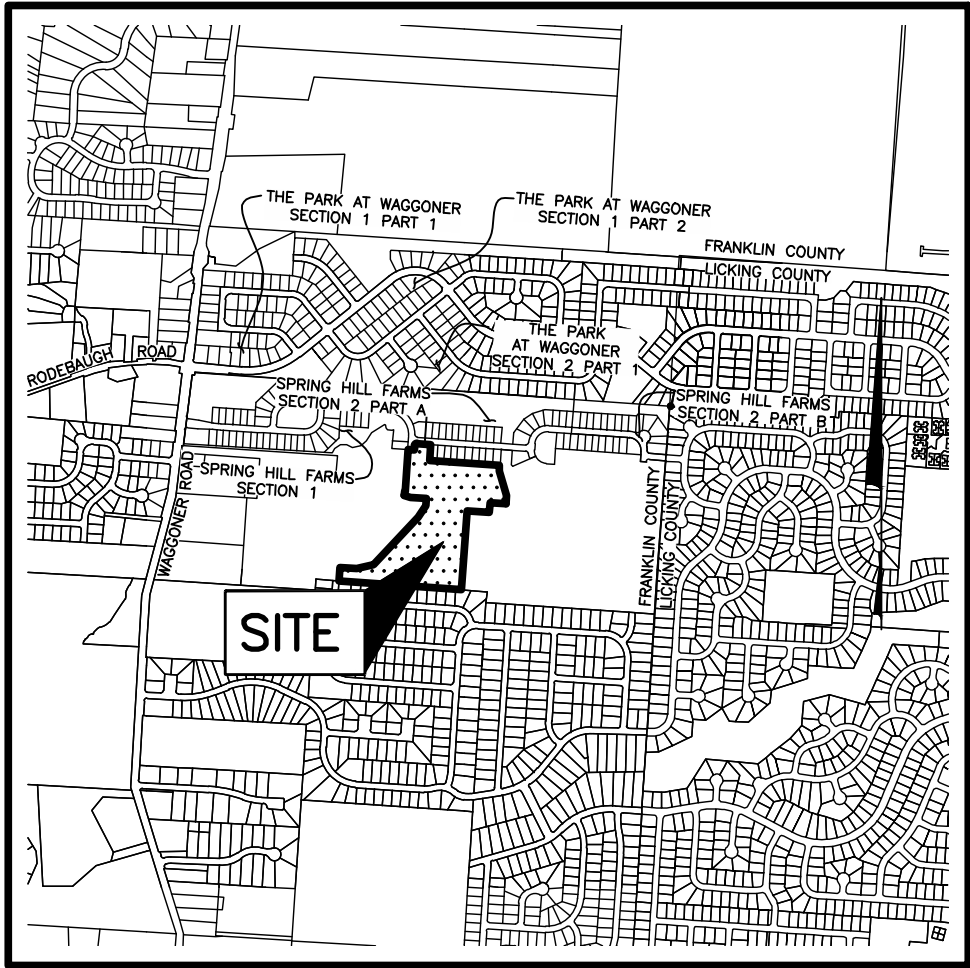
Recorder, _____ Franklin County, Ohio

File No. _____

Recorded this ____ day of _____,
20__.

Deputy Recorder, _____ Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 48, GLENREST and FCGS 4408 RESET.

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

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

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

SURVEYED & PLATTED
BY



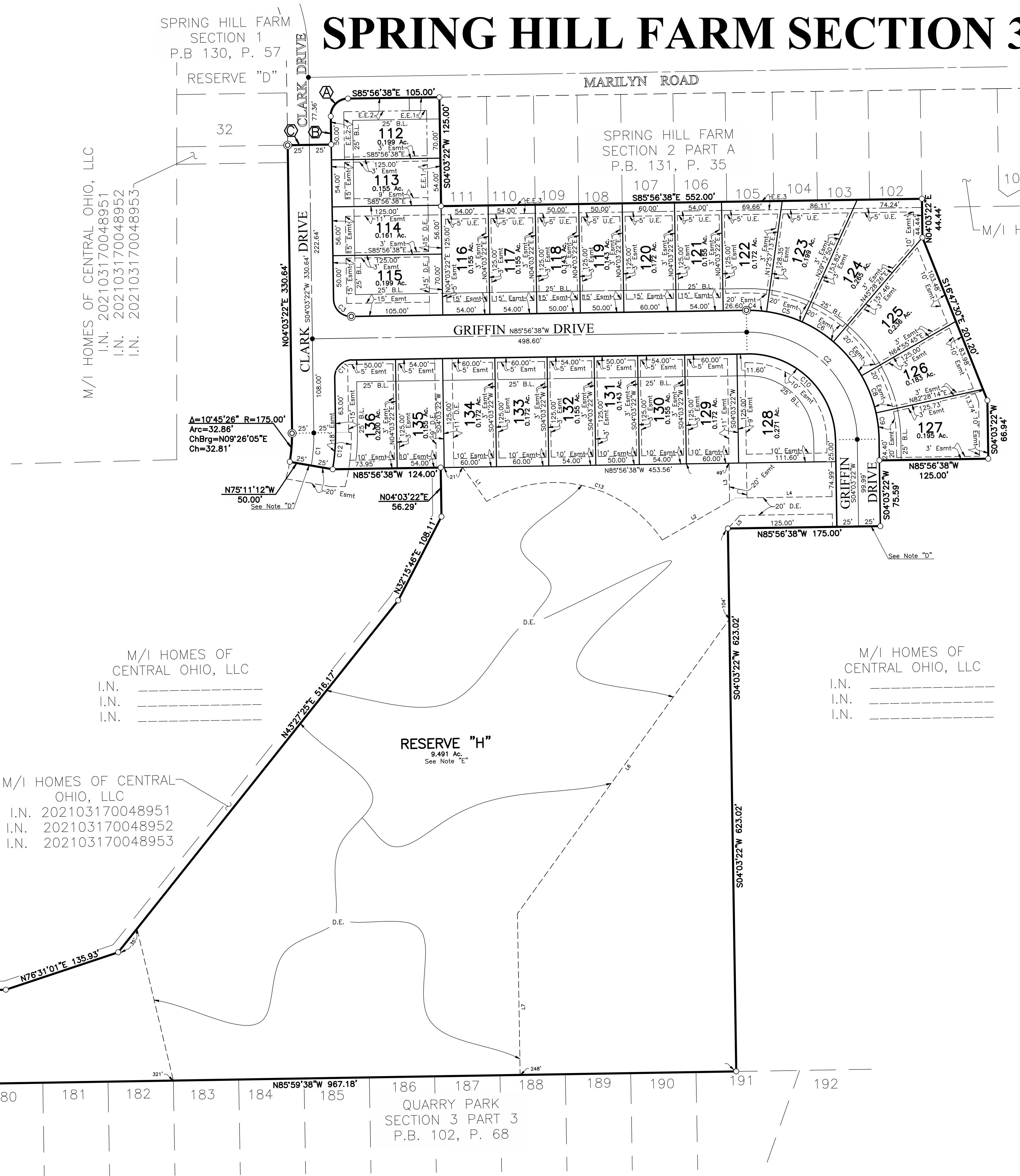
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

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

By _____ Date _____
Professional Surveyor No. 7865

Date

SPRING HILL FARM SECTION 3 PART A



NOTE "A": All of Spring Hill Farm Section 3 Part A is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:

Total acreage	15.284 Ac.
Reserve"H"	9.491 Ac.
Acreage in lots	4.483 Ac.
Acreage in public rights-of-way	1.310 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 3 Part A is out of the following Franklin County Parcel Numbers:

060-009329	7.925 Ac.
060-009343	7.359 Ac.

NOTE "D": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "E" - RESERVE "H": Reserve "H", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Spring Hill Farm subdivisions for the purpose of operating space storm/water facilities.

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

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 3 Part A, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N30°20'47"W	48.11'
L2	N64°59'22"E	89.24'
L3	S04°03'22"W	43.67'
L4	S85°56'38"E	97.60'
L5	S47°17'37"W	20.42'
L6	S40°40'21"W	416.41'
L7	S03°58'43"W	185.00'


 $\Delta = 90^{\circ}00'00''$ $R = 20.00'$
 $\text{Arc} = 31.42'$
 $\text{ChBrg} = \text{N}49^{\circ}03'22''\text{E}$
 $\text{Ch} = 28.28'$

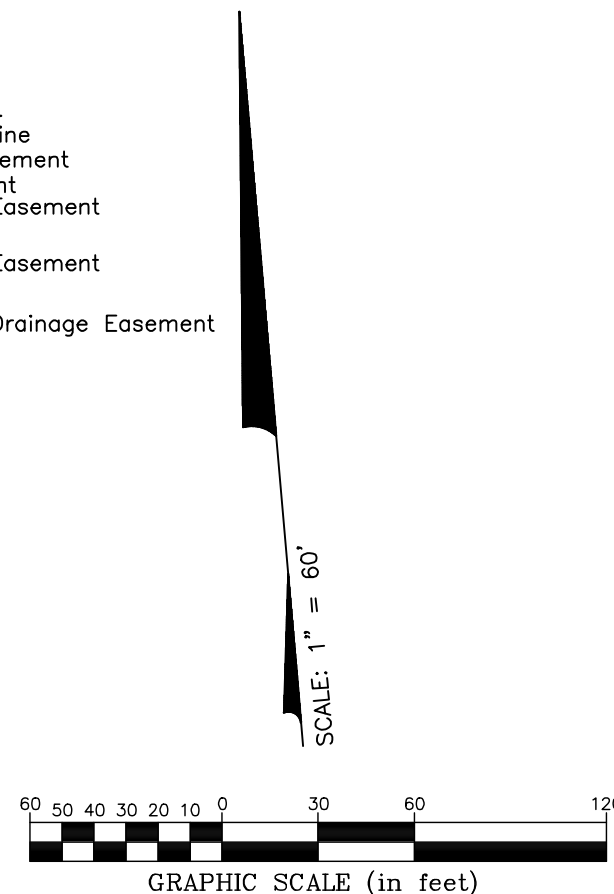
N04°03'22"E
32.36'


 S85°56'38"E
 50.00'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	10°45'26"	200.00'	37.55'	N 09°26'05" E	37.49'
C2	90°00'00"	125.00'	196.35'	N 40°56'38" W	176.78'
C3	90°00'00"	20.00'	31.42'	S 40°56'38" E	28.28'
C4	8°53'51"	150.00'	23.29'	N 81°29'43" W	23.32'
C5	16°15'37"	150.00'	42.57'	N 68°54'59" W	42.43'
C6	16°15'37"	150.00'	42.57'	N 52°39'22" W	42.43'
C7	19°27'19"	150.00'	50.93'	S 34°47'54" W	50.69'
C8	17°32'29"	150.00'	45.92'	N 16°18'00" W	45.74'
C9	11°35'07"	150.00'	30.33'	N 40°44'12" W	30.28'
C10	90°00'00"	100.00'	157.08'	N 01°56'38" W	141.42'
C11	90°00'00"	200.00'	31.42'	S 49°03'22" W	28.28'
C12	10°45'26"	225.00'	42.24'	N 09°26'05" E	42.18'
C13	87°38'17"	148.97'	227.86'	N 72°40'43" W	206.29'

Legend

B.L. = Building Line
D.E. = Drainage Easement
Esmt = Easement
E.E.1. = Existing 15' Easement
P.B. 131, P. 35
E.E.2. = Existing 15' Easement
P.B. 130, P. 57
E.E.3. = Existing 10' Drainage Easement
P.B. 130, P. 57



Line Type Legend

_____ Existing Property Line
 _____ Existing R/W Line
 - - - - - Existing R/W Centerline
 - - - - - Existing Easement Line
_____ Subdivision Boundary Line
 _____ Lot Line
 _____ R/W Line
 _____ R/W Centerline
 - - - - - Easement Line

I:\2020\10\16\DWG\CASHIERS\PLAT 20201076-VS-PLAT-SEC08.DWG plotted by MASTON, JOHN on 10/22/2021 12:08:02 PM last saved by JMASTON on 10/19/2021 9:00:41 AM
Date: 20200831-VS-PLAT-SEC2-PART B.DWG & 20201076-VS-PLAT-SEC2-PART B.DWG & 20201076-VS-PLAT-SEC2-PART B.DWG

SPRING HILL FARM SECTION 3 PART B

11.1.c
1
2

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 24.823 acres of land, more or less, said 24.823 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202103170048951, 202103170048952, 202103170048953, 202106250111327, 202106250111328, 202106250111329, _____, and _____, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**SPRING HILL FARM SECTION 3 PART B**", a subdivision containing Lots numbered 137 to 165, both inclusive, and an area designated as Reserve "I", does hereby accept this plat of same and dedicates to public use, as such, all of Hilton Drive and Rhoderick Circle shown hereon and not heretofore dedicated.

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

In Witness Whereof, **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, has hereunto set his hand this ____ day of ____, 20__.

Signed and Acknowledged
In the presence of: **M/I HOMES OF CENTRAL OHIO, LLC**

By
TIMOTHY C. HALL JR.,
Area President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **TIMOTHY C. HALL JR.**, Area President of **M/I HOMES OF CENTRAL OHIO, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **M/I HOMES OF CENTRAL OHIO, LLC**, for the uses and purposes expressed herein.

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

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of ____, 20__.

Chairman, Planning Commission,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

City Engineer and Director of Public Service,
Reynoldsburg, Ohio

Approved and accepted this ____ day of ____, 20__, by Ordinance No. _____ wherein all of Hilton Drive and Rhoderick Circle dedicated hereon are accepted as such by the Council for the City of Reynoldsburg, Ohio.

City Clerk, _____ Reynoldsburg, Ohio
Mayor, _____ Reynoldsburg, Ohio

Transferred this ____ day of ____, 20__.

Auditor, _____ Franklin County, Ohio

Deputy Auditor, _____ Franklin County, Ohio

Filed for record this ____ day of ____, 20__ at _____ M. Fee \$ _____.

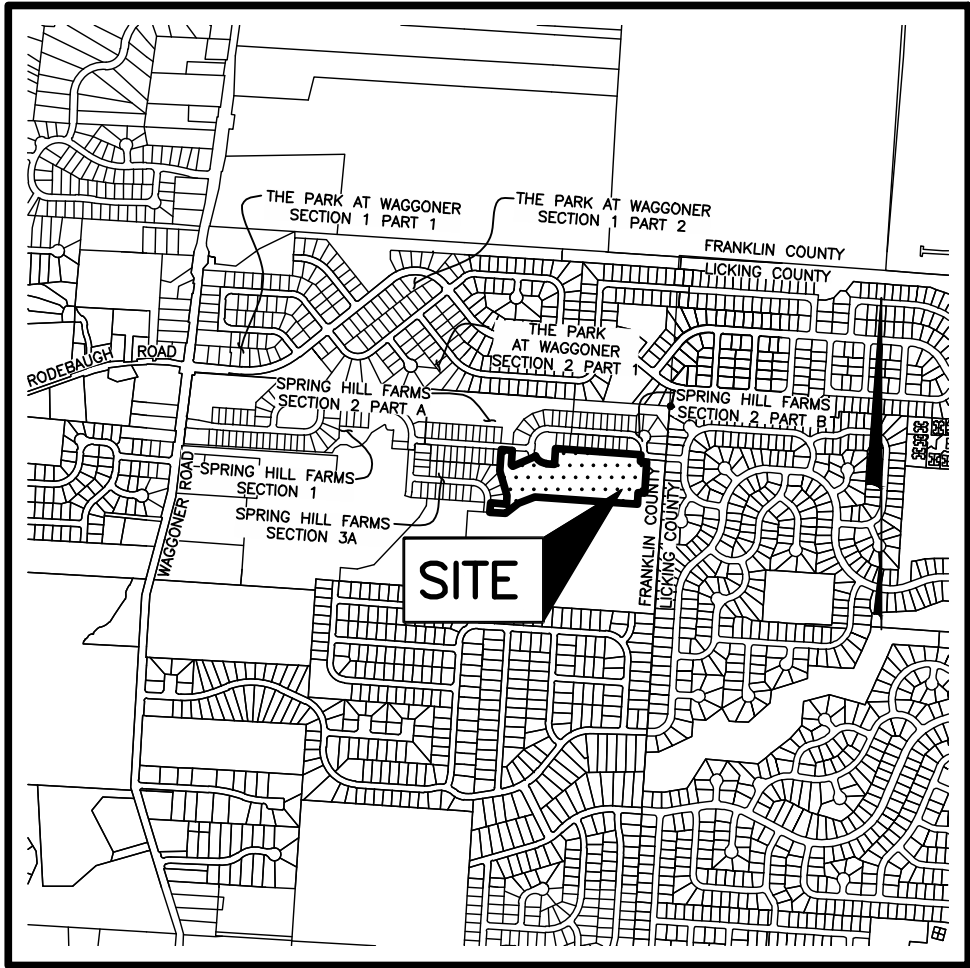
Recorder, _____ Franklin County, Ohio

File No. _____

Recorded this ____ day of ____, 20__.

Deputy Recorder, _____ Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK 48, GLENREST and FCGS 4408 RESET.

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

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

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

SURVEYED & PLATTED
BY



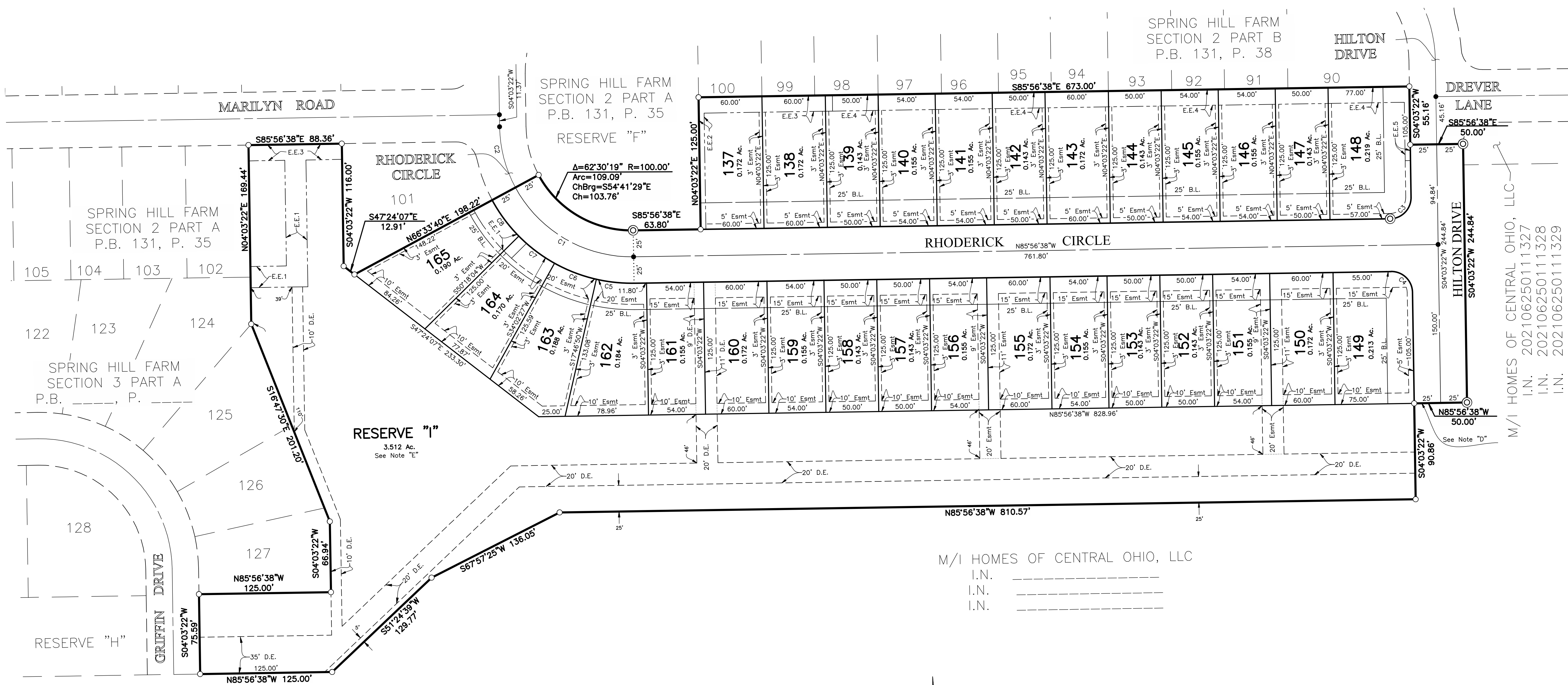
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

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

By _____ Date _____
Professional Surveyor No. 7865

Date

SPRING HILL FARM SECTION 3 PART B



NOTE "A": All of Spring Hill Farm Section 3 Part B is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:
Total acreage 9.538 Ac.
Reserve "I" 3.512 Ac.
Acreage in lots 4.739 Ac.
Acreage in public rights-of-way 1.287 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 3 Part B is out of the following Franklin County Parcel Numbers:

060-009329 6.888 Ac.
060-009343 1.213 Ac.
060-009404 1.437 Ac.

NOTE "D": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

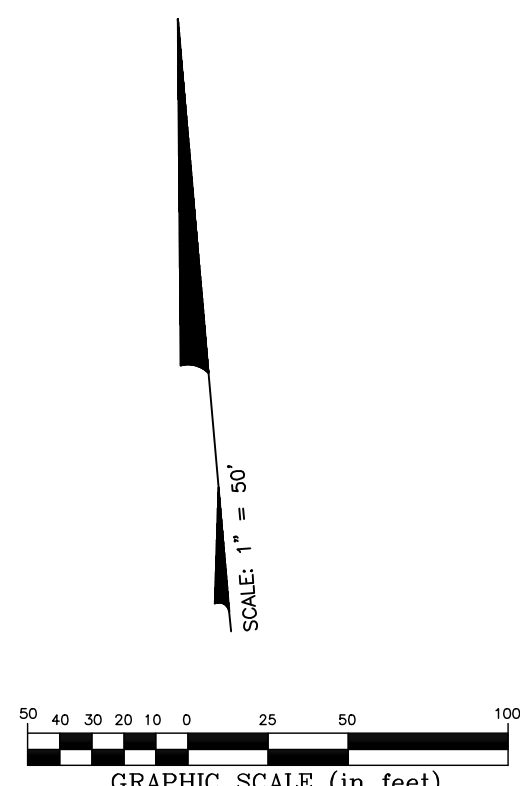
NOTE "E" - RESERVE "I": Reserve "I", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Spring Hill Farm subdivisions for the purpose of open space storm/water facilities.

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

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 3 Part B, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

Line Type Legend	
	Existing Property Line
	Existing R/W Line
	Existing R/W Centerline
	Existing Easement Line
	Subdivision Boundary Line
	Lot Line
	R/W Line
	R/W Centerline
	Easement Line

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	62°30'19"	125.00'	136.37'	S 54°41'29" E	129.70'
C2	27°29'41"	125.00'	59.98'	S 09°41'29" E	59.41'
C3	90°00'00"	20.00'	31.42'	N 49°03'22" E	28.28'
C4	90°00'00"	20.00'	31.42'	N 40°56'38" W	28.28'
C5	1°34'3'29"	150.00'	35.93'	S 79°04'54" E	35.85'
C6	16°15'37"	150.00'	42.57'	S 64°05'21" E	42.43'
C7	16°15'37"	150.00'	42.57'	S 47°49'45" E	42.43'
C8	16°15'37"	150.00'	42.57'	S 31°34'08" E	42.43'



Legend
B.L. = Building Line
D.E. = Drainage Easement
Esmt = Easement
E.E.1 = Existing 20' Easement P.B. 131, P. 35
E.E.2 = Existing 5' Easement P.B. 131, P. 35
E.E.3 = Existing 15' D.E. P.B. 131, P. 35
E.E.4 = Existing 15' D.E. P.B. 131, P. 38
E.E.5 = Existing 5' Easement P.B. 131, P. 38

M/I HOMES OF CENTRAL OHIO, LLC
I.N. 20210625011327
I.N. 20210625011328
I.N. 20210625011329

I:\2020\10\6\WMS\GASHEETS\PLAT 20201076-VS-PLA-SEC3B.DWG plotted by MASTON, JOHN on 10/27/2021 3:21:40 PM. TOOFMAN on 10/22/2021 1:38:16 PM. Date: 20200331 VS-PLA-SEC2-PART B.DWG & 20201076-CS-REPR-N.DWG

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

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

RE: Appropriating Unencumbered Balances from 2021 for the PD

Approval:

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

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

Statement of necessity for Emergency passage:

In order to make these funds available for the Reynoldsburg Police Department.

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2021, IN VARIOUS POLICE SPECIAL REVENUE FUNDS, PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2022 BE ACCEPTED, AND DECLARING AN EMERGENCY

Section 1: That the unencumbered balances as of December 31, 2021, in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$194,500.70 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5529 Miscellaneous Distributions Law Enforcement Fund.**

\$18,657.52 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5921 Immobilization Expenses Law Enforcement Fund.**

\$40,088.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to **291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.**

\$4376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to **292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

\$20,229.19 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to **293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.**

\$152,044.91 from the unappropriated Federal Forfeiture Fund (294) be appropriated to **294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.**

\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to **295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.**

Section 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2021 and 2022, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council.

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: Then and Now for Sensus Ordinance 15-2020

Approval:

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

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

Council approved a contract with Sensus and Flexnet for the installation of a base station on the water tower on East Broad Street to facilitate activating our radio read meters and collecting meter readings. The contract was with Sensus for Flexnet to do the installation. Sensus used one of their other contractors, Core and Main, for the installation. Sensus did not advise the City of the change. Sensus was paid for the services, but refunded our money and indicated that we would have to pay Core and Main directly. This Ordinance is to acknowledge Core and Main as the actual subcontractor and pay them for their services. There is no difference in the costs. I am requesting this Ordinance as a single read emergency in order to pay Core and Main for their services.

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED IN THE PRIOR YEAR, AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Revised Cod 5705.41(D) states:

(D)(1) Except as otherwise provided in division (D)(2) of this section and Section 5705.44 of the Revised Code, make any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the fiscal officer of the subdivision that the amount required to meet the obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. This certificate need be signed only by the subdivision's fiscal officer. Every such contract made without such a certificate shall be void, and no warrant shall be issued in payment of any amount due thereon. If no certificate is furnished as required, upon receipt by the taxing authority of the subdivision or taxing unit of a certificate of the fiscal officer stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances, such taxing authority may authorize the drawing of a warrant in payment of amounts due upon such contract, but such resolution or ordinance shall be passed within thirty days after the taxing authority receives such certificate; provided that, if the amount involved is less than one hundred dollars in the case of counties or three thousand dollars in the case of all other subdivisions or taxing units, the fiscal officer may authorize it to be paid without such affirmation of the taxing authority of the subdivision or taxing unit, if such expenditure is otherwise valid; and

WHEREAS, ORC 5705.41(D) becomes applicable for the City of Reynoldsburg when amounts are above \$3,000.00; and

WHEREAS, Ordinance 15-2020 provided the execution of a contract with Sensus and Flexnet to install two meter reading towers and the software needed to collect water meter signals throughout the City and Sensus hired a third contractor, unbeknownst to the City; and

WHEREAS, the third contractor was not approved by the original ordinance and now needs to be approved in order to pay for services rendered in 2021.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed in the prior year shall be and is hereby approved:

Vendor:	Core and Main #1028
Description:	Installation of base stations on water tank on Broad Street
Invoice Date:	November 29, 2021

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Invoice Number: Q018545

Total Amount: \$54,000.00

Account Nos.: 710.736.5639 and 720.738.5639 Other Equipment

SECTION 2. The amount billed by Core and Main is in accordance with the original contracted amount.

SECTION 3. To appropriate an amount of a \$27,000.00 refund received on February 4, 2022 and credit the same to the unappropriated Water Fund (710) to account number 710.735.5639 Other Equipment.

SECTION 4. To appropriate an amount of a \$27,000.00 refund received on February 4, 2022 and credit the same to the unappropriated Sewer Fund (720) to account number 720.735.5639 Other Equipment.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order for services rendered and ORC 5705.41(D) requires that this Ordinance be passed within thirty days of its presentation to City Council. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

SOLD BY COLUMBUS-E OH
Branch - 505
3015 East 17th Ave
Columbus OH 43219
PHONE # 614 475 4376



PROMISED: *12/15/21 DO NOT SHIP *****
FILLED BY: * FOR BILLING PURPOSES ONLY *

11.3.a

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: MARY LOU EICK - 320

073999 12/10/2021 06:47 PM PAGE 1

CHARGE INVOICE Q018545

SOLD TO	CITY OF REYNOLDSBURG WATER DEPT. 7232 E MAIN ST REYNOLDSBURG OH 43068-2080 Cus Ph# 614 322 6811	SHIP TO	CITY OF REYNOLDSBURG 1615 TRURO ROAD REYNOLDSBURG OH 43068	SPECIAL INSTRUCTIONS/COMMENTS: BID # 2009347 C/O # Q016553 BID NM: REYNOLDSBURG OH

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICKUP	DIRECT	SHIPPED			
505	11/29/21	12/10/21	M400 INSTALL	M400 INSTALL	Q016553			X				379

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
	Ordered by:	SENSUS/MLE						
	/450167771.12	TGB M400 INSTALLATION	1	1		21,000.00	EA	21,000.00
		BID SEQ# 00020						
	42SNTGBINSTALLM4	TGB M400 INSTALLATION	1	1		23,000.00	EA	23,000.00
		BID SEQ# 00040						
	42CMPMF	C&M PROJECT MANAGEMENT FEE	1	1		10,000.00	EA	10,000.00
		TOTAL WEIGHT: .00						
END OF ORDER								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
54,000.00	7.500	.00	.00	.00	.00	.00	.00	54,000.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



RECEIVED BY SIGNATURE: _____
PRINT NAME HERE: _____

Attachment: Sensus Then and Now Exhibit (Then and Now for Sensus Ordinance 15-2020)

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

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: **Amend Water Rate Ordinance No. 142-2021**

Approval:

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

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

It has been determined that a further clarification of the applicability of the ten percent discount as approved by Council in Ordinance 142-2021 is needed to delineate that the discount is available quarterly. This Ordinance is being requested as a single read emergency in order to continue billing each cycle and providing the discount.

**AN ORDINANCE TO AMEND ORDINANCE 142-2021 REGARDING CHAPTER 953
WATER CHARGES, SECTION 953.01(a) WATER RATE SCHEDULE OF THE CODE
OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING
AN EMERGENCY**

WHEREAS, it has been determined that a further clarification of the applicability of the ten percent discount as approved by Council in Ordinance 142-2021 is needed to delineate that the discount is available quarterly.

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

SECTION 1. That Section 953.01(a) Water Rate Schedule of Chapter 953 Water Charges of the

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

Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of nine dollars and zero cents (\$9.00) per 1,000 gallon effective January 1, 2022. A ten (10%) percent discount shall be applied to charges for seniors (60 and older), but only up to the first ten thousand gallons of consumption per quarter.

SECTION 2. That existing Section 953.01(a) of Chapter 953 Water Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the City to ensure the continued correct billing of customers. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Development, Parks and Recreation Committee****RE: Spring 2022 Zoning Code Amendments**

Approval:

Completed Joe Begeny	Pending Chris Shook	Stephen Cicak
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Spring 2022 Zoning Updates include amendments to the zoning process for annexation, procedures for re-zoning parcels, definitions for auxiliary dwelling unit, overnight lodging and hotels, and structured parking.

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

WHEREAS, the City of Reynoldsburg determined that the Zoning Code of the City should be revised to improve efficiency, address concerns of residents in the community, and maintain consistency with the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the modifications are to be made to the Code that went into effect on April 23, 2020 and subsequently amended, mostly recently by Ordinance Number 103-2021.

WHEREAS, these amendments are to align, and re-calibrate the text to better conform to the usefulness of the code.

WHEREAS, the new Reynoldsburg code, should continually adopt and be revised to better suite new policies, and practices within the administration, and city planning.

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

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

SECTION 1. That Chapter 11-Planning and Zoning Code will be amended with this updated code -

See Exhibit “A” attached hereto and incorporated herein.

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

1101.19 EFFECTS OF ANNEXATION ON ZONING.

- (a) When a lot developed with an agricultural use or one (1) single-family dwelling is annexed into the City, it shall be classified as SR-Suburban Residential zone upon passage of the ordinance accepting the annexation unless otherwise designated by City Council upon acceptance of the annexation.
- (b) Any land within the City not designated or otherwise included within another zoning district shall be included in the SR-Suburban Residential zone.
- (c) When a lot owned by any public authority is annexed into the City via annexation, it shall be classified as an OS-Open Space/Schools zone upon adoption of the ordinance accepting the annexation unless otherwise specified by City Council upon acceptance of the annexation.
- (d) ~~Except for land annexed in accordance with division (a) above,~~ Annexed land may be incorporated into one (1) or more zoning districts provided the applicant files a development plan satisfying the requirements of Section 1109.23 that depicts the proposed zoning classification(s) for the annexed land.

1109.23 ZONING MAP (REZONING) AND TEXT AMENDMENTS.

- (a) In conformance with the provisions of the City Charter, ordinances or resolutions establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code shall be initiated by a member of Council.
- (b) Any person having an interest in property in the City may petition City Council to initiate such ordinance or resolution by making an application to the Planning and Zoning Administrator. The Planning and Zoning Administrator shall review the application for compliance with the provisions of this chapter and forward it to the Clerk of Council.
- (c) The Planning Commission may recommend amendments, revisions, changes, or repeals of zoning districts, uses, regulations, or other provisions of this Zoning Code. When the Planning Commission makes an advisory recommendation to City Council, the application requirements and fees shall not apply.
- (d) When a person or persons having an interest in a lot or lots in the City petitions City Council for an amendment to the Zoning Code which involves changing the zoning district assigned to the lot(s), then such petition shall be made in the following form which shall be known as the development plan, unless such requirements are waived by City Council:
 - (1) Correct legal description of the lot(s);
 - (2) The names and addresses of the owners of lot(s) contiguous or directly across the street from the subject lot(s);
 - (3) Existing topography at two (2)-foot contour intervals of the subject lot(s) and extending at least three hundred (300) feet outside of the proposed lot, including lot lines, easements, street rights-of-way, existing structures, trees and landscaping features thereon;
 - (4) The proposed vehicular and pedestrian traffic patterns;
 - (5) The location of all existing and all proposed structures;
 - (6) The proposed assignment of use and subdivision of land including private land and common land;
 - (7) Preliminary plans of all structure types;
 - (8) Deed restrictions and protective covenants;
 - (9) A schedule for construction;
 - (10) Traffic impact study;
 - (11) Utilities impact study;
 - (12) Drainage impact study; and
 - (13) Such other relevant information as City Council may require to determine the propriety of initiating the ordinance for district change.
- (e) In conformance with the Charter, subsequent to initiation by a member of Council of an ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code, the presiding officer of Council shall, immediately after the first reading and initial public hearing of the ordinance or resolution, set a date for a public hearing before the Planning Commission, to be held not earlier than fifteen (15) days after the first reading.

- (f) Immediately after the hearing first read and initial public hearing before Council, a copy of the ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code and, if applicable, the development plan, shall be referred to the Planning Commission. The Planning Commission shall recommend such conditions or amendments with respect to the ordinance or resolution and, if applicable, the development plan, as it deems reasonable and necessary. Within thirty (30) days of referral, the Planning Commission shall return to the Clerk of Council the written recommendations of a majority of the members of the Planning Commission.
- (g) The Planning Commission and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:
 - (1) The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;
 - (2) The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;
 - (3) The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community; and
 - (4) The compatibility of the proposed district and development plan with a comprehensive plan, or any area plans, to surrounding zoning districts, and to existing and planned land uses.
- (h) At the next meeting of Council subsequent to receiving the recommendations of the Commission, the ordinance or resolution shall be given its second reading.
- (i) Council may adopt, deny, or adopt with modifications the recommendations of the Commission. A development plan, along with any conditions or amendments to the petition, shall, upon adoption by Council, become part of the district change and shall be deemed incorporated by reference into legislation amending the district. The development plan, conditions, and amendments shall bind any future development or use of the subject lots.
- (j) A concurring vote of at least three fourths (¾) of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Commission, but in no event shall an ordinance or resolution be considered as having passed unless it receives at least a majority vote of the members of Council. Any petition for zoning ordinance or resolution filed under subsection 1109.23(d) that does not receive the required number of votes for approval shall be deemed to have been denied.
- (k) After a proposed district change is denied by City Council, at least twelve (12) months shall elapse before another petition for a district change for the same lot(s) to the same district can be considered.
- (l) A development plan may be amended following the same procedure and standards for approval of the original district amendment. If, in the professional opinion of the Planning and Zoning Administrator, a proposed amendment to a development plan does not contain any substantial deviation from the original development plan, the amendment may be approved by majority vote of the members of the Planning Commission.

(m) The development plan as approved by Council, shall constitute an amendment of the official Zoning Map and a supplement to the Zoning Code as it applies to the land included in the approved district amendment.

(n) An extension of the time limit may be approved by the Planning Commission. Such approval shall be given upon a finding of evidence of reasonable effort toward the accomplishment of the original development plan within the time limit, and that such extension is not in conflict with the general health, safety and welfare of the public or the development standards of this Code.

~~(n)~~(o) When Council reviews an ordinance proposing one or more zoning district changes, whether initiated by Council or an applicant, notice shall be published pursuant to Section 4.11(a) of the Charter of the City of Reynoldsburg. The Planning Commission shall also cause the subject property to be posted with a notice of hearing at least seven (7) days prior to the day of the hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.

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1113.01 General Definitions

S

Street tree. A tree planted in close proximity to a street in order to provide canopy over the street to provide shade and soften the street environment.

Structure. Anything constructed or erected, the use of which requires location on the ground, or attachment to something having a fixed location on the ground.

“Structured Parking” means a building or structure consisting of one or more levels for parking motor vehicles as the primary use of the building or structure. Where Structured Parking is permitted, the building shall be subject to the height and setback requirements of other buildings in the district.

Studio – art. Work space for one (1) or more artists or artisans, including the accessory sale of art produced on the premises, or gallery space.

Studio – gymnastics/martial arts. A space used for physical indoor exercise which is offered in a class or organized format for activities such as gymnastics, martial arts, dance, aerobics, pilates, or circuit training.

1113.01 DEFINITIONS

A.

Accessory Dwelling Unit (ADU). An accessory dwelling unit (ADU) is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. ADUs can be detached structures or attached to the primary structure. One ADU is permitted per lot. ADUs are subject to all applicable regulations in section 1105.05 of this code.~~An attached or detached extension to an existing single-unit dwelling structure that contains one (1) separate, complete dwelling unit with a separate entrance.~~

Accessory Structure. A building or structure that is subordinate to the principal building or structure upon the same lot and serving a purpose customarily incidental to the principal structure.

Accessory Use. A use that is subordinate to the principal use of the land and serving a purpose customarily incidental to the principal use or structure.

1113.01 DEFINITIONS

Overnight lodging – bed and breakfast. An owner-occupied residential single-family, detached structure wherein lodging and breakfast only are provided to transient guests for compensation.

Overnight lodging – boutique hotel. A small-scale hotel in a historic structure, or a structure with façade made of a high-quality material such as wood, brick, masonry, tile, stone, granite, limestone, or another natural material, that has fewer than thirty (30) rooms. Rooms must be accessed from an interior hallway.

Overnight lodging – hotel. A place of transient occupancy which includes any structure consisting of one (1) or more buildings containing any combination of more than five (5) guestrooms that are each approved by the Chief Building Official and the Fire Chief as meeting the requirements for transient sleeping rooms ~~or extended stay temporary residence dwelling units~~, or as having features of such sleeping rooms and dwelling units within the same room, and such structure is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where transient sleeping accommodations ~~or temporary residence~~ is offered for pay to persons. “Hotel” does not include agricultural labor camps, apartment houses, apartments or other similar places of permanent personal residence, lodging houses, rooming houses, or hospital or college dormitories.

Overnight lodging – resort. A group or groups of buildings containing more than five (5) dwelling units and/or guest rooms and providing outdoor recreational activities that may include golf, horseback riding, swimming, shuffleboard, tennis and similar activities. A resort may furnish services customarily furnished by a hotel, including a restaurant, cocktail lounge, and convention facilities.

1105.05 ACCESSORY STRUCTURES.

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

(b) Accessory Dwelling Units

- (1) Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of zoning appeals to be an accessory dwelling unit may only be established or constructed on a lot having a legally existing main use or main building.
- (2) Except as otherwise provided in this Zoning Code an Accessory Dwelling Unit
 - A. Shall not be located any closer to any public right of way than the main building and shall not be located in the required front yard;
 - B. Shall follow the side yard setbacks set forth in the applicable zoning district for the primary dwelling unit ;
 - C. Shall be no closer than 8 feet (8FT) from the rear lot line;
 - D. Shall not be located closer than ten feet (10FT) to a main building;
 - E. Shall not occupy more than 20% of the required rear yard;
 - F. The ADU may be no larger than six hundred square feet (600SF) or 50% of the size of the primary dwelling unit whichever is less;
 - G. ADU's that are attached to the primary dwelling unit are not permitted to be located in a portion of the primary dwelling unit that encroaches a required yard setback;
 - H. Exterior finish materials must be compatible with existing primary dwelling unit;
 - I. Only one entrance is allowed and must be located on the primary façade facing the street.

~~(b)~~(c) Garage Standards.

- (1) All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.
- (2) In the Suburban Residential District Only. No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

REYNOLDSBURG ZONING CODE

SECTION 1103.21 COMMUNITY COMMERCIAL ZONE (CC)

I. Purpose and Intent

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

II. Uses

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

PERMITTED USES:

DISTRICT USES

- Adult Day Care
- Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)
- Antique Shop (See definition)
- Bakery - Retail
- Beverage - Brewing and Distilling (See definition)
- Boarding/Kennel
- Child Day Care - In Home (See 1105.13(H))
- Clothing Services - Dry Cleaning with drive thru
- Clothing Services - Dry Cleaning without drive thru
- Clothing Services - Tailor
- Community Facility - Park
- Community Facility - Trail
- Event Center - Private Events and Conferences
- Event Center - Public Meetings and Conventions
- Financial Services and Banking - with drive thru (See 1105.13(K))
- Financial Services and Banking - without drive thru
- Food Sales - Farm Market
- Food Sales - Small Format Grocery
- Food Sales - Large Format Grocery
- Food Service - Commissary/Bakery
- Food Service - Deli
- Food Service - Fast Casual Restaurant
- Food Service - Full Service Restaurant
- Food Service - Quick Serve/Fast Food Without Drive Thru
- Food Service - Quick Serve/Fast Food With Drive Thru
- Gallery - Art
- Health and Wellness - Clinic
- Health and Wellness - Fitness Facility/Gym
- Health and Wellness - Massage
- Health and Wellness - Physical Therapy
- Indoor Recreation Enterprise
- Library
- Live Theater
- Manufacturing - Artisan
- Medical - Clinic
- Medical - Emergency Services
- Medical - Full Service Hospital
- Medical Office
- Medical - Outpatient and Urgent Care

DISTRICTS AND ZONES

DISTRICT USES (CONT.)		DISTRICT USES (CONT.)	
PERMITTED USES:	• Medical - Psychiatric Facility - Standalone • Medical - Standalone Emergency Services • Meeting Facility • Movie Theater • Museum • Office - Corporate • Office - Data Processing/Call Center • Office - Professional Services • Outdoor Recreation Enterprise • Overnight Lodging - Boutique Hotel • Personal Care and Beauty Services • Religious Assembly • Retail - Small Format • Retail - Medium Format • Retail Large Format • Overnight Lodging - Bed and Breakfast (See definition) • Retail - Medium Format • Retail - Pharmacy • Retail - Shopping Center - Outdoor • School - Secondary • School - Primary • Shelter • Studio - Art • Studio - Gymnastics/Martial arts • Veterinary • Visual Arts Center	CONDITIONAL USES:	• Dwelling - Two-Family • Medical Marijuana - Dispensary • Mortuary • Overnight Lodging - Hotel • Private Club • Research Facility and Laboratory • Retail - Convenience with gasoline • Retail - Convenience without gasoline • Shooting Range - Indoor • Vehicular Care Services - Major • Vehicular Care Services - Minor • Vehicle Care Services - Washes • Vehicular Repair - Heavy Vehicular • Repair - Light • Vehicular Sales - Automobiles • Vehicular Sales - Motorcycles • Vehicular Sales - Boats • Vehicular Sales - Recreational Vehicles
	• Auction Facility • Beverage Sales - Liquor and Beer Sit Down/Bar Establishment • Beverage Sales - Liquor Store • Child Day Care - Center (See 1105.13(G)) • Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Public Health Safety • Dwelling - Assisted • Dwelling Group • Dwelling - Multi-Unit Building Complex • Dwelling - Developmental Disability • Dwelling - Nursing		

REYNOLDSBURG ZONING CODE

III. Development Standards

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

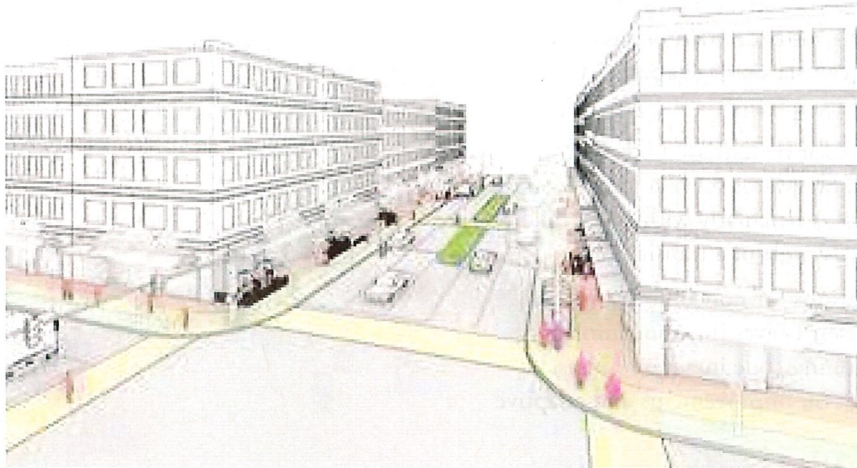
LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	80
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK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

*DETENTION PONDS INCLUDED IF DESIGNED AS AN AMENITY AND COMMUNITY FEATURE (I.E. FENCING, LANDSCAPING, NATURAL FEEL)

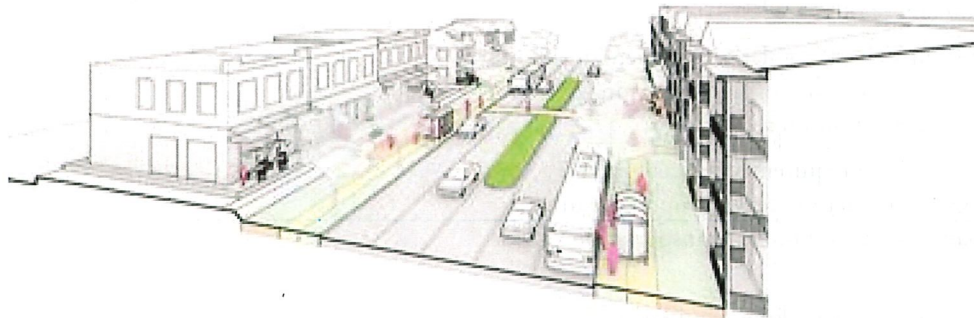
DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Front, side, or rear yard well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only (see Section 1105.03)
DESIGN	DESIGN STANDARDS	Small to Medium Commercial Building Types; Natural Materials or Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

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



Example Development Pattern in Brice & East Main Street District



Example Development Pattern in East Main Street District

I. Purpose and Intent

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

allow existing businesses and residents to remain along with newer uses.

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

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

DISTRICTS AND ZONES

Regulations found in the Insight Districts that are unique to both zones include:

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

REYNOLDSBURG ZONING CODE

II. Insight District Uses

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

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (EMD)	SPECIFIC USE REGULATIONS
------	--	--	-----------------------------

ANIMAL SERVICES

Boarding/Kennel		C	
Shelter		C	
Veterinary	P	P	

COMMUNITY FACILITIES

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

CONGREGATION

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

CULTURAL

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

DWELLING

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

DISTRICTS AND ZONES

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (EMD)	SPECIFIC USE REGULATIONS
FOOD AND BEVERAGE			
Bakery - Retail	P	P	
Beverage - Brewing and Distilling	P	P	Produces less than 15,000 barrels.
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	P	P	
Beverage - Retail Sales	P	P	
Food Sales - Farm Market	P	P	
Food Sales - Large Format Grocery	P	P	At least 25,00 sq. ft. of gross floor area with at least 1,000 sq. ft. devoted to fresh produce
Food Sales - Small Format Grocery	P	P	5,000 to 25,00 sq. ft. of gross floor area with at least 500 sq. ft. devoted to fresh produce
Food Service - Commissary/Bakery	P	P	
Food Service - Deli	P	P	
Food Service - Fast Casual Restaurant	P	P	
Food Service - Full Service Restaurant	P	P	
Food Service - Quick Serve/Fast Food With Drive Thru	C	C	See 1105.13(K)
Food Service - Quick Serve/Fast Food Without Drive Thru	P	P	
EDUCATION			
School - Child Day Care Center	C	C	
School - College/University	P	P	
School - Secondary	C	C	
School - Trade	C	C	
HEALTH / WELLNESS			
Health and Wellness - Clinic	P	P	
Health and Wellness - Fitness Facility/Gym	P	P	
Health and Wellness - Massage	P	P	

REYNOLDSBURG ZONING CODE

USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (EMD)	SPECIFIC USE REGULATIONS
Health and Wellness - Physical Therapy	P	P	
MANUFACTURING / PROCESS / INNOVATION			
Manufacturing - Artisan	P	P	
Research Facility/Laboratory	P	P	
MEDICAL			
Medical - Clinic	P	P	
Medical - Emergency Services	P	P	
Medical - Full Service Hospital	P	P	
Medical Marijuana - Dispensary	C	C	
Medical - Office	P	P	
Medical - Outpatient and Urgent Care	P	P	No overnight visits; ambulance services may not be provided
Medical - Psychiatric Facility - Standalone Medical	C	C	
- Standalone Emergency Services	C	C	
OFFICE			
Office - Corporate	P	P	
Office - Data Processing/Call Center	P	P	
Office - Professional Services	P	P	
PERSONAL SERVICES			
Clothing Services - Tailor	P	P	
Financial Services and Banking - with drive thru	C	P	See 1105.13(K)
Financial Services and Banking - without drive thru	P	P	
Personal Care and Beauty Services	P	P	
REPAIR SERVICES			
Vehicular Repair - Light		C	
RECREATION			
Indoor Recreation Enterprise	C	C	
Outdoor Recreation Enterprise	C		
Private Club	C	C	
Recreational Facility - Commercial	P	P	

DISTRICTS AND ZONES

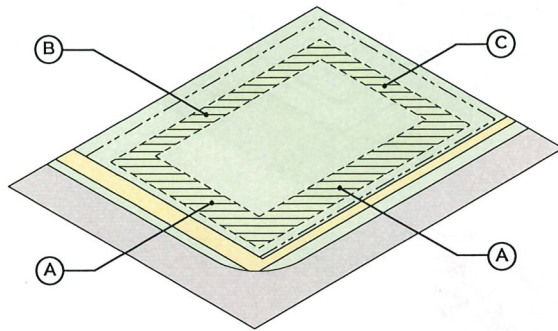
USES	BRICE AND MAIN DISTRICT (BMD)	EAST MAIN STREET DISTRICT (EMD)	SPECIFIC USE REGULATIONS
Shooting Range - Indoor Only		C	
Studio - Art	P	P	
Studio - Gymnastics/martial arts	P	P	
SALES AND EXHIBITION			
Antique Shop	P	P	80 percent of goods must be 30 years or older or have collectible value.
Auction Facility		C	Excludes livestock and motor vehicle auctions.
Gallery - Art	P	P	
Garden Center - Indoor and Outdoor		C	
Retail - Convenience with gasoline		P	
Retail - Convenience without gasoline		P	
Retail - Large Format		P	
Retail - Medium Format	P	P	
Retail - Pharmacy	P	P	
Retail - Shopping Center - Enclosed	P	P	
Retail - Shopping Center - Outdoor	P	P	
Retail - Small Format	P	P	
TOURISM / VISITING			
Overnight Lodging - Bed and Breakfast	P	P	
Overnight Lodging - Boutique Hotel	P	P	Fewer than 30 rooms
Overnight Lodging - Hotel	P	P	
Overnight Lodging - Limited Service	P	P	
Overnight Lodging - Resort	P	P	
UTILITY FACILITIES			
Power Substation Facility			
	Allowable Use		P
	Conditional Use		C

REYNOLDSBURG ZONING CODE

III. Insight District Development Standards

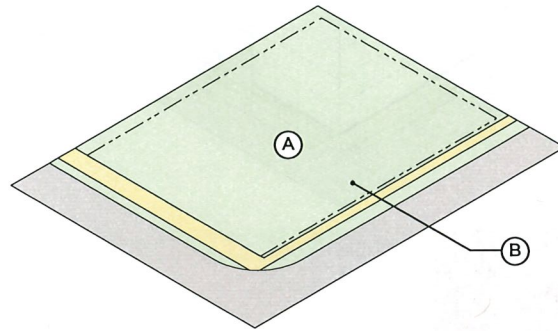
The Brice and Main District includes the more urban attached typologies with off-street parking in a garage, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks



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

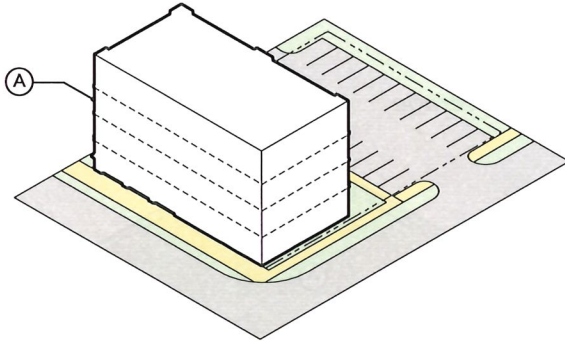
B. Lot Coverage



LOT COVERAGE/ OPEN SPACE	A LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	100%
	OPEN SPACE (MIN.)	30%
	OPEN SPACE (MAX.)	50%
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	12
	DENSITY (MAX. UNITS PER ACRE)	NA

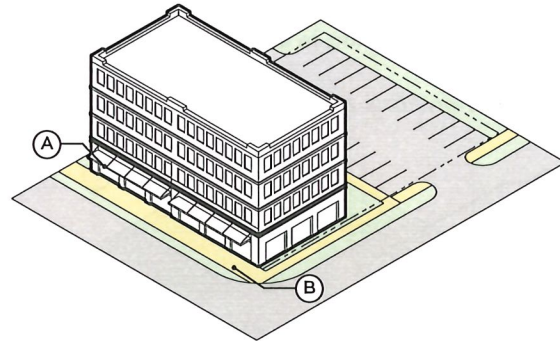
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT	BUILDING HEIGHT (MIN. FT.)	22
	BUILDING HEIGHT (MAX. FT.)	75; 40 townhouse; 60 apartment building
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Interior of the development or structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
	SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



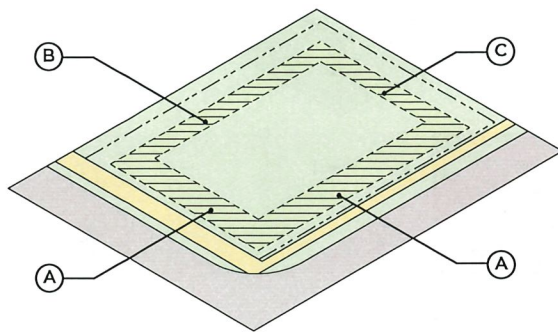
ELEMENT	SHOPFRONT	(A)
	PATIO	(B)

REYNOLDSBURG ZONING CODE

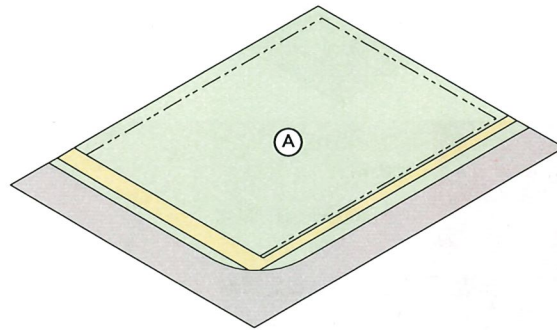
III. Insight Zone Development Standards

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

A. Lot Dimensions and Setbacks



B. Lot Coverage



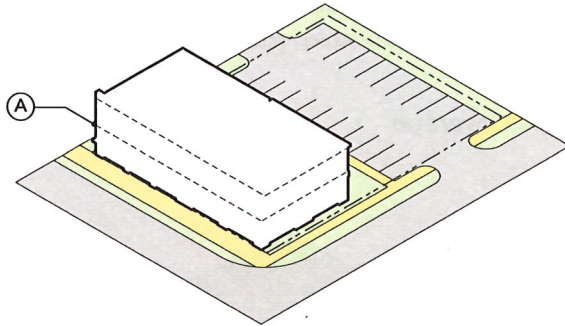
LOT DIMENSIONS	LOT SIZE (MIN./MAX SQ. FT.)	NA
	LOT WIDTH (MIN./MAX.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A FRONT YARD SETBACK (MIN. FT.)	5 ft from ROW
	A FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B SIDE YARD SETBACK (MIN. FT.)	5 ft from lot line; 10 feet between buildings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

LOT COVERAGE/ OPEN SPACE	A LOT COVERAGE (MIN.)	50%
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	30%
LANDSCAPE REVIEW	OPEN SPACE (MAX.)	50%
	LANDSCAPE AND NATURAL BUFFERS	YES
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	8
	DENSITY (MAX. UNITS PER ACRE)	24

DISTRICTS AND ZONES

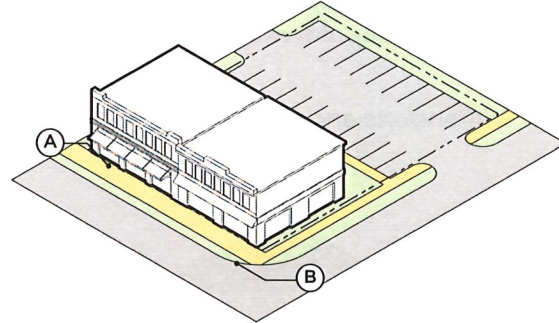
INSIGHT ZONE SUPPLEMENTAL REGULATIONS

C. Height and Parking



HEIGHT	A	BUILDING HEIGHT (MIN. FT.)	22
		BUILDING HEIGHT (MAX. FT.)	60; 40 townhouse
ACCESSORY STRUCTURE DIMENSIONS		ACCESSORY BUILDING LOCATION	NP
		ADU HEIGHT (MAX. FT.)	NP
		ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION		LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS		PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN		DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
		SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

REYNOLDSBURG ZONING CODE

The following supplemental regulations shall apply to all development in the Brice and Main Street and East Main Street Insight Zones. The intent of these regulations to promote the development of the City's auto-oriented corridors to allow for more residential development and access to employment opportunities. The standards and guidelines set forth herein are not intended to stifle innovative design. Instead, these regulations should serve as minimum standards and guidelines to ensure that new development and redevelopment advances the purposes described under this section.

IV. Transit Supportive Development

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

V. Exceptions and Reductions in Parking Standards

- A. There is no minimum number of required automobile parking spaces for uses within Brice and Main Street and East Main Street Insight Zones. The applicant may propose a parking standard that is different than the standard under 1105.01 Off-Street Parking and Loading for review and action by the Planning and Zoning Administrator.
 - (1) Site has a bus stop with frequent transit service located adjacent to it, and the site's frontage is improved with a bus stop waiting shelter, consistent with the standards of the applicable transit service provider: Allow up to a 20 percent reduction to the standard number of automobile parking spaces;
 - (2) Site has dedicated parking spaces for carpool or vanpool vehicles: Allow up to a 10 percent reduction to the standard number of automobile parking spaces;
 - (3) Site has dedicated parking spaces for motorcycles, scooters, or electric carts;
 - (4) Site has more than the minimum number of required bicycle parking spaces: Allow up to a 5 percent reduction to the number of automobile parking spaces.

VI. Lot Coverage Bonus

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

DISTRICTS AND ZONES

- (1) Lot coverage may increase by up to one-half square foot for every one square foot of proposed automobile parking area to be contained in a parking structure, either above or below leasable ground floor space (e.g., residential, commercial, or civic use), not to exceed a 20 percent increase in allowable coverage.
- (2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).
- (3) Lot coverage may increase by up to one-half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.
- (4) In approving increases in lot coverage under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.
- (5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.

REYNOLDSBURG ZONING CODE

SECTION 1103.17 SUBURBAN RESIDENTIAL ZONE (SR)

I. Purpose and Intent

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

II. Uses

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

DISTRICT USES	
PERMITTED USES:	- Community Facility - Park - Community Facility - Trail - Dwelling - Detached Single-family - Library - Residential Model Home - School - Primary - School - Secondary
CONDITIONAL USES:	- Child Day Care - Center (See 1105.13(G)) - Child Day Care - In Home* - Community Facility - Activity Center - Community Facility - Outdoor Recreation - Community Facility - Public Health Safety - Dwelling - Assisted - Dwelling - Attached Single-Family - Dwelling - Developmental Disability - Dwelling - Group - Dwelling - Two Family - Golf Course - Private Club - Religious Assembly - Studio - Art - Studio - Gymnastics/martial arts - Visual Arts Center

** Subject to Home Occupation Regulations (see 1103.13(H))*

DISTRICTS AND ZONES

III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	5
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	NA
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)*	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

*DETENTION PONDS INCLUDED IF DESIGNED AS AN AMENITY AND COMMUNITY FEATURE. (I.E. FENCING, LANDSCAPING, NATURAL FEEL)

REYNOLDSBURG ZONING CODE

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 3 feet from all lot lines; 10 feet from the house
	ADU HEIGHT (MAX. FT.)	Accessory Dwelling Unit Permitted; Maximum Height 24 feet; provided height of ADU does not exceed height of principal structure
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	15
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; no front yard parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only
DESIGN	DESIGN STANDARDS	Single-family building types; For garage requirements, please see Section 1105.05.
	SITE PLAN STANDARDS	For subdivision requirements, see Chapter 1111

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Public Safety, Law and Courts Committee****RE: PD Fixed Asset Removal**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
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Please remove the following from the Fixed Asset list:

2795	Optiplex Computer	No longer operational
2797	Optiplex Computer	No longer operational
3070	Optiplex Computer	No longer operational

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

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

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

<u>Tag #</u>	<u>Description of Item</u>	
2795	Optiplex Computer	No longer operational
2797	Optiplex Computer	No longer operational
3070	Optiplex Computer	No longer operational

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

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Public Safety, Law and Courts Committee****RE: Appropriation of Donated Funds PD**

Approval:

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

In 2021 we rolled over \$1,340.99 from donated funds. At the end of 2021 we still had \$387.18 that was not used (PO2021-2111). We are requesting that the \$387.18 be appropriated to account 110.111.5207.

**AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED
GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES**

WHEREAS, the Reynoldsburg Police Department has received donations in the amount of \$1,340.99 in 2021 that were not dispersed; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund (110) and into the following police department funds:

Appropriate \$387.18 into Account 110.111.5207 Law Enforcement Supplies

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

Police Department**Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That an amount of \$387.18 in the unappropriated General Fund (110) be and is hereby appropriated as follows:

\$387.18 110.111.5207 Law Enforcement Supplies

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

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

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: **2022 Fireworks Contract**

Approval:

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

Emergency/Suspension: Emergency

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

Annual contract for 2022 fireworks display with Pyrotecnico. The price for this years display is \$34,000.00 and the event will be held on July 1, 2022 in Civic Park.

The City is asking for an extension of the "early bird pricing" that is due April 15th. Director Dorman will advise Council. We are asking for a two-read emergency to pass this legislation

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR
2022 FIREWORKS DISPLAY, WAIVE COMPETITIVE BIDDING, AND DECLARING
AN EMERGENCY**

WHEREAS, the fireworks display is an integral part of the Reynoldsburg 4th of July Festival, which has been a Reynoldsburg community institution for years; and

WHEREAS, the fireworks display is one of the largest community gatherings in Reynoldsburg; and

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

WHEREAS, a significant number of those attending the fireworks display are visitors to the community and many of those visitors support other businesses and activities while they are in the community.

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

Section 1. That the Mayor is authorized to enter into a contract with Pyrotecnico in the amount of twenty-nine thousand eight hundred dollars (\$34,000) for the 2022 fireworks display.

Section 2. That this purchase is authorized to waive competitive bidding pursuant to RCO Section 175.01(d).

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the immediate financial benefit of the City. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks, Inc.** ("Pyrotecnico") and **City of Reynoldsburg** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 1, 2022
Postponed Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$34,000.00
Pre-Show Advance:	\$17,000.00
Pre-Show Advance Due Date:	April 15, 2022
Payment Terms:	Net 10
Postponement Fee:	\$8,500.00
Cancellation Fee:	\$25,500.00
Proposal Expiration Date:	April 15, 2022

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

POSTPONEMENT DATES

Postponement Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A) procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- C) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- D) unless otherwise specified by Pyrotecnico the Sponsor is solely responsible for securing adequate protection (via private or public security, police and fire protection, as may be appropriate) to prevent all motor vehicles and individuals, other than those authorized by Pyrotecnico, from entering the security area (display site, fallout area and safe zone) designated by Pyrotecnico.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B) Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C) Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B) If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A) If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B) If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INSURANCE

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insurer. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately following Saturday at 23:59.
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Postponed Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.

- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- I) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- K) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO:

By (sign): _____
 Name: _____
 Title: _____
 Date: _____
 Address: PO Box 149
New Castle PA 16103
 Phone: (724) 652-9555
 Email: contracts@pyrotecnico.com

SPONSOR:

By (sign): _____
 Name: _____
 Title: _____
 Date: _____
 Address: _____

 Phone: _____
 Email: _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and
Address(es): _____

—

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED 4-PAGE AGREEMENT TO****

FAX: +1.724.652.1288 (Attn: Mary Killingsworth)

EMAIL: mkillingsworth@pyrotecnico.com

Attachment: 2022 Fireworks Contract Exhibit (Contract for 2022 Fireworks)

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

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: **Appropriate Additional Funding for PD Parking Lot Lighting**

Approval:

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

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

The design and engineering of the PD parking lot improvements were approved in 2021. A minimal amount of that project was approved for renovating the existing security lighting. Unfortunately, it has not been determined that parts are not available to repair and renovate the existing lighting. An additional \$6,500 needs to be appropriated from the American Rescue Fund in order to finish the design and engineering of the security lighting.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT LIGHTING SERVICES, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY

Whereas, EMH&T will provide engineering, design, and assistance with bidding services for the Police Department west parking lot lighting services; and

Whereas, the design of this project was approved in 2021; however, that included reusing the existing security lighting. It has been determined that parts and renovation of the existing lighting will not be possible; and

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

Whereas, due to the need for new security lighting, additional funding of \$6,400.00 must be appropriated from the America Rescue Plan Act (ARPA).

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

Section 1. That the Mayor authorize EMH&T to conduct design, engineering, and bidding services for the police department west parking lot security lighting project.

Section 2. That an amount of \$6,500.00 be approved and taken from the unappropriated American Rescue Plan Fund (CIP) (206) and be appropriated to account 206.000.5659 Miscellaneous Infrastructure.

Section 3. This Ordinance, being an emergency measure necessary for the immediate preservation of the financial needs of the City, shall be in full force and effective immediately upon passage by Council and the signature of the Mayor.



Engineers, Surveyors, Planners, Scientists

12.5.a

February 28, 2022

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

**Subject: Police Parking Lot Scope Modification
Proposal for Professional Services**

Dear Mr. Dorman:

During our February 14, 2022 Police Station Parking Lot Project update meeting, we discussed that, as the concept evolved, it became apparent that additional design services beyond EMH&T's original scope would become necessary. In particular, the parking lot lighting requires a more significant modification which will necessitate additional engineering services. The existing parking lot lights located in the covered parking area will need to be removed and additional lighting will be added in the parking lot expansion area.

SCOPE OF SERVICES

The Scope of Services for this improvement is outlined below:

1. Additional Lighting Design
 - a. EMH&T will develop plans to extend the parking lot lighting circuit along the north side of the parking lot into the expansion area.
 - b. A photometric analysis will be performed to determine appropriate parking lot lighting spacing.
 - c. All of the street light poles and luminaires will be replaced to ensure that the existing and proposed match aesthetically.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall be hourly not exceed the amount shown in the Fee Summary table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. Additional Lighting Plan	\$6,500.00
PROJECT MODIFICATION FEE	\$6,500.00

Based on our discussion in the February 14, 2022 meeting, you indicated that it would be acceptable for us to bill these additional services on our 2022 General Engineering Services project. If this is still acceptable to the City, please indicate with your signature below.

If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed with Additional Services under General Engineering Contract:

Authorized Signature/Date

Print Name

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Finance and Administration Committee**

RE: **Transfer Tomato Festival Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The 2021 Tomato Festival received donations in the amount of \$10,495.57 that were deposited into the General Fund. Those funds need to be transferred into the 2022 Community Events budget.

Autism Society: Tent Sponsor (\$200), Reynoldsburg Visitors Bureau: Silver Sponsor (\$2500), Park National Bank: Bronze Sponsor (\$1000), Hearts and Mind: Food Sponsor (\$300), TeleOhio: Gold Sponsor (\$5000), RiteWay Heating and Cooling: Bronze sponsor (\$1000) and Urban Air: Donation (\$495.57)

110.344.5215 Recreational Supplies	\$2495.57
110.344.5339 Miscellaneous Contract Services	\$5000
110.344.5395 Printing/Advertising	\$1000
110.344.5399 Other Miscellaneous Services	\$2000

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT

WHEREAS, the City of Reynoldsburg received financial donations in 2021 for the Tomato Festival in the amount of \$10,495.57; and

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

WHEREAS, those funds were received from the Autism Society (\$200), Reynoldsburg Visitors Bureau (\$2,500), Park National Bank (\$1,000), Heats and Mind (\$300), TeleOhio (\$5,000), RiteWay Heating and Cooling (\$1,000), and Urban Air (\$495.57); and

WHEREAS, those funds were deposited into the General Fund and need to be transferred into the 2022 Community Events funds.

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

Section 1. That an amount of \$10,495.57 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5215 Recreational Supplies	\$2,495.57
110.344.5339 Miscellaneous Contract Services	\$5,000.00
110.344.5395 Printing/Advertising	\$1,000.00
110.344.5399 Other Miscellaneous Services	\$2,000.00

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

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

DATE: **March 14, 2022**

TO: **Finance and Administration Committee**

RE: **Daimler Group Purchase Agreement**

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 and Directing the Mayor to Enter into a Contract with the
Daimler Group, Inc. for the Sale of Real Property, and Declaring an Emergency**

WHEREAS, City Council, pursuant to Reynoldsburg City Code Chapter 175 (h), which permits the sale of real estate owned by 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 and directed to enter into an agreement with the Daimler Group, Inc, an Ohio corporation, for the sale of Franklin County Parcel

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

Number 060-003828-00, containing approximately 5.5 to 6 acres, located on the Northside of East Main Street at the county line between Franklin and Licking Counties, Reynoldsburg, Ohio, 43068. The agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of the Effective Date (as defined below) and is hereby made and entered into by and between the **CITY OF REYNOLDSBURG, OHIO**, an Ohio municipal corporation (hereinafter collectively referred to as the "Seller" or "City"), and **THE DAIMLER GROUP, INC.**, an Ohio corporation, its successors and assigns (hereinafter referred to as the "Purchaser").

RECITALS

A. City/Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, that certain tract or parcel of land being a portion of Franklin County Parcel Number 060-003828-00, containing approximately 5.5 to 6 acres, and being more particularly depicted on Exhibit A attached hereto and made a part hereof, together with all rights, easements and appurtenances pertaining thereto (collectively, the "Property"), and subject only to the Permitted Exceptions (as defined below).

B. The City/Seller has determined that the development of the Property 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 Property 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 Property to Purchaser upon the terms and conditions provided herein, which Ordinance is attached hereto as Exhibit D and incorporated herein.

E. As a condition to the sale of the Property to Purchaser, the parties have agreed that the Property shall be developed in accordance with a plan and schedule of development.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be calculated by multiplying **One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00)** (the "Acreage Price") by the number of Net Acres (defined below) of the Property as determined by the Survey as set forth in Section 9(b), below. The Purchase Price, (i) as adjusted by the prorations provided in Section 5 hereof and (ii) as reduced by the Earnest Money, which, unless otherwise disbursed hereunder, shall be disbursed by Escrow Agent at the Closing to Seller as a portion of the Purchase Price, shall be paid by Purchaser to Seller at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds acceptable to Seller.

As used herein, the "Net Acres" of the Property shall mean the gross acreage of the Property less that area which is included within any (i) public street right-of-way, (ii) wetland or below the high water mark of any streams or creeks, and/or (iii) used for any easements that would prevent the Purchaser from

developing the Property for its intended purpose, all as determined by the Survey pursuant to Section 9(b), below.

2. Description of the Project

Buyer shall construct, or cause to be constructed a medical office/commercial building and related site improvements on the Property (the "Project"). The Project shall be generally consistent with a site plan (the "Site Plan") to be submitted to the Mayor and Development Director for approval, such approval not to be unreasonably withheld. The Site Plan shall include the following components:

- (a) Commercial Building containing at least 50,000 square feet of medical office space and uses ancillary thereto.
- (b) East Main Street Insight District (EMD). The parties acknowledge that the identified Project is to be constructed in the EMD District and the design and appearance of the Project shall be consistent with and enhance the existing improvements and uses in the District as set forth in Section 1103.15 of the Codified Ordinances of the City of Reynoldsburg.

3. Earnest Money.

(a) Earnest Money Earnest Money. Within three (3) business days after the Effective Date, Purchaser agrees to deposit in escrow with Esquire Title Services, Inc., 6648 Walnut Street, New Albany, Ohio 43054, Attention: Karen Lash (phone 614.855.9600); email: (klash@esquiretitle.com), an earnest money deposit in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** (the "Earnest Money"). Escrow Agent shall invest the Earnest Money in a federally-insured interest bearing account. Except to the extent otherwise set forth herein, all Earnest Money shall be non-refundable and shall be applied for Purchaser's benefit against the Purchase Price at Closing. All interest which has accrued on the Earnest Money shall, under all circumstances, belong to the Purchaser.

(b) Escrow Terms.

(i) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for delivery of the Earnest Money, Escrow Agent shall promptly give written notice to the other party of such demand; provided, however, no such notice need be given by Escrow Agent in the case of a termination pursuant to Section 9 of this Agreement. If Escrow Agent does not receive a written objection from the other party to the proposed payment of the Earnest Money within four (4) business days after the giving of such notice, Escrow Agent is hereby authorized to make such delivery or payment of the Earnest Money. If Escrow Agent does receive such written objection within such four (4) business day period, or if for any other reason Escrow Agent in good faith shall elect not to make such payment of the Earnest Money, Escrow Agent shall continue to hold the Earnest Money until Escrow Agent shall have received joint written instructions from the parties to this Agreement or an order from a court of competent jurisdiction. Escrow Agent shall in addition have the right at any time to tender the Earnest Money to the clerk of the District Court of the jurisdiction in which the Property is located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(ii) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all

costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

(iii) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

(iv) Escrow Agent is hereby designated as the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file a Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

(v) All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid in U.S. dollars by wire transfer of immediately available funds.

4. Closing Costs.

(a) Seller shall pay (i) all title insurance premiums for Purchaser's owner's title policy in the amount of the Purchase Price, and all title search examination and commitment issuance fees, (ii) Seller's attorneys' fees, (iii) all real estate transfer taxes, if any, (iv) all costs incurred to repay any liens that the Seller is obligated to, or has previously agreed, in writing, to, satisfy prior to Closing and the recording costs for any instruments required to satisfy such liens of record; (v) all recording fees on recordable documents incident to the conveyance of the Property to Purchaser, and (vi) one-half of the Escrow Agent's fee and such other closing costs as are customarily paid by a seller in the jurisdiction where the Property is located.

(b) At Closing, Purchaser shall pay (i) the cost of obtaining all Approvals (as defined below), (ii) Purchaser's attorneys' fees, (iii) all title insurance fees and premiums relating to any endorsements to Purchaser's owner's title policy and any lender's title insurance policies, (iv) the cost for preparation of the Survey, and (v) one-half of the Escrow Agent's fee and such other closing costs as are customarily paid by a purchaser in the jurisdiction where the Property is located.

5. Prorations of Real Estate Taxes and Assessments. At or prior to Closing, any real estate ad valorem, personal property tax, or similar taxes, and any assessments (collectively, the "**Taxes and Assessments**") which are attributable to all calendar years prior to the year in which the Closing Date (defined below) occurs shall be paid by Seller on or prior to Closing. Any Taxes and Assessments that are attributable to the year in which the Closing Date occurs shall be prorated between Seller and Purchaser as of 12:01 a.m. (local time at the Property), on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs, with Seller being responsible for those Taxes and Assessments which are attributable to the period prior to the Closing Date and Purchaser being responsible for those Taxes and Assessments which are attributable to the period from or after the Closing Date, based upon actual days involved and accruing as of the date of apportionment set forth above. The proration of Taxes and Assessments shall be set forth on the Closing Statement in the form of a credit and/or debit to the appropriate party, as applicable, at Closing, and shall be based upon the Purchase Price and most recently available millage rate figures, and such proration shall be final as of the date of Closing and shall not be subject to re-proration.

If the Property is taxed as a portion of a larger parcel, the parties agree to pay their prorata share of Taxes and Assessments attributable to the year in which the Closing Date occurs (and any previous periods) for the entire parcel to the taxing authorities at Closing, or, if the tax bill is not available, pay into escrow the estimated amount of said bill for the payment by the Escrow Agent directly to the taxing authorities when the tax bill becomes available and shall execute and deliver such documentation before and after Closing as may be necessary to cause the Property to be assessed as a separate parcel. Seller's prorata share of such taxes shall be based on the ratio of (i) the acreage contained in the entire acreage taxed divided by (ii) the acreage of the entire area taxed less the acreage of the Property.

If any special assessments or other similar governmental assessments or charges on the Property have been billed and are pending prior to the Closing, excluding specifically any assessment or charges initiated by Purchaser, Seller shall pay such assessments in full, including any installments thereof which may otherwise have been payable after the Closing.

The provisions of this Section 5 shall survive the Closing.

6. Seller's Warranties and Representations. Seller hereby warrants and represents to Purchaser the following, which warranties and representations shall be reaffirmed in writing at and as of the Closing and shall survive the Closing as hereinafter set forth:

- (i) Seller is the owner of the Property and has the right and authority to convey and transfer the same to Purchaser in accordance with the terms of this Agreement.
- (ii) All work requested by Seller which has been performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien has been paid in full or will be paid in full prior to Closing.
- (iii) There are no undisclosed legal or equitable interests in the Property arising out of agreements to which Seller is a party and which (a) are not of record, (b) are not set forth in this Agreement, and (c) will be binding upon Purchaser subsequent to the Closing. Without limiting the generality of the foregoing, there are no unrecorded leases, rental agreements or other understandings pursuant to which any individual or entity has any right to occupy all or any part of the Property after the date of Closing.
- (iv) There is no litigation or proceeding pending, or, to Seller's knowledge, threatened against or relating to the Property or the use thereof.
- (v) To Seller's knowledge, there is not presently pending any special assessments issued by applicable governmental agencies of any nature with respect to the Property or any part thereof, and Seller has received no written notice of such special assessment being contemplated.
- (vi) The person(s) executing this Agreement on behalf of Seller is/are duly authorized by Seller to execute this Agreement on behalf of Seller, and all actions necessary to be taken by Seller to enter into and to perform this Agreement have been taken by Seller. Seller has not violated any contract, agreement, or other instrument to which Seller is a party nor any judicial order, judgment, or decree to which Seller is bound by: (i) entering into this Agreement; (ii) executing any of the documents Seller is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement

or otherwise necessary to consummate the transactions contemplated by this Agreement.

- (vii) To the best of Seller's actual knowledge, there are no underground storage tanks and no hazardous wastes or substances, located in, on, or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law.
- (viii) There are no encroachments on the Property or any off-record conditions or restrictions applicable to the Property, except as may be shown in the Survey and/or the title commitment.
- (ix) Seller has received no written notice concerning the Property from any federal, state or local governmental authority about a violation of any federal, state, county, or city statute, ordinance, code, rule, regulation, order, legal requirement or restrictive covenant stating that any investigation has commenced or is contemplated regarding any violation.
- (x) There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or threatened against Seller or any principals of Seller.

Seller's liability for breach of any of the foregoing warranties and representations shall survive the Closing for a period of twelve (12) months.

7. **Closing.** The consummation of the purchase and sale of the Property contemplated under this Agreement (the "Closing") shall be take place not later than thirty (30) days following the expiration or earlier waiver of the Inspection Period (as defined below) (the "Closing Date"), pursuant to an escrow arrangement with the Escrow Agent. Pursuant to Section 10 hereof, the Closing Documents (as defined below), shall be in final form at least five (5) business days prior to the Closing Date. Seller agrees to deliver possession of the Property to Purchaser at Closing. At Closing, all of the terms and conditions of this Agreement shall be deemed to have been satisfied and merged into the Deed (as defined below) and shall not survive the Closing, except as specifically set forth in this Agreement. Notwithstanding the foregoing, provisions regarding the interpretation of this Agreement shall survive Closing.

8. **Inspections Prior to Closing.**

(a) Subject to any rights or restrictions under any of the Permitted Exceptions, Purchaser, its agents and representatives, shall at all times before the Closing have the privilege, opportunity and right of entering upon the Property in order to conduct due diligence investigations of the Property, including, but not limited to, the Survey, wetland and topographical surveys, non-invasive environmental due diligence, including visual inspection of the Property and adjacent properties and such other environmental inspections thereof, as Purchaser deems necessary or desirable to satisfy itself as to the condition of the Property. Notwithstanding the foregoing, Purchaser may not conduct any invasive sampling, boring, testing, or analysis of soils, surface water or groundwater at the Property without first having obtained prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall indemnify and hold Seller harmless from and against any and all liabilities, costs or expense, including without limitation damage to the Property or the death or injury of any persons resulting from Purchaser's exercise of the rights granted hereunder; provided, however, Purchaser shall have no liability to Seller for any liability, cost or expense incurred by Seller, including without limitation the diminution in value of the Property, resulting from Purchaser's mere discovery (and required reporting, as applicable) of the environmental or other conditions of the Property. This indemnity shall survive any termination of this Agreement regardless of the reason for such termination.

(b) 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 Property, a certificate of insurance in form satisfactory to the Seller. 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.

(c) Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of all surveys, environmental consultant site assessment reports, soil reports, geotechnical reports, zoning reports, real estate tax bills for the current year and the prior two tax years, insurance policies, title insurance commitments and policies, any service contracts and other records of financial obligations relating to the Property (the "Seller Information"). Seller will also, within three (3) business days after receipt of a written request from Purchaser, make available to Purchaser any other contracts or documents of significance to the Property and such other information relating to the Property that is specifically requested by Purchaser of Seller before the expiration of the Inspection Period (defined below) to the extent such information either is in the possession or control of Seller, or may be obtained by Seller, through the exercise of commercially reasonable efforts.

(d) Except for the representations and warranties of Seller set forth in Section 6 of this Agreement, the Seller Information and any additional information requested by Purchaser are being furnished to Purchaser for information purposes only. Purchaser acknowledges and agrees that it is accepting the Seller Information and other documents with the understanding that, except for the representations and warranties of Seller set forth in Section 6 of this Agreement, the information therein has been compiled by persons and entities other than Seller, and Seller has not verified and does not independently certify that the information contained therein is true, correct or complete in all respects. With respect to any of the Seller Information that is prepared by third parties not affiliated with Seller (collectively, the "**Third-Party Reports**"), Seller has not verified and does not independently certify that the information contained therein is true, correct or complete in all respects, provided however, Seller does represent and warrant that: (i) Seller relied on such information contained in the Third-Party Reports, and (ii) to Seller's actual knowledge without independent investigation, such information contained in the Third-Party Reports does not contain any material misstatements or inaccuracies.

(e) At Seller's request, Purchaser shall provide Seller with copies of any and all due diligence reports commissioned by Purchaser in connection with its inspections of the Property.

9. Conditions Precedent and Contingencies.

(a) Inspection Period. It is agreed that Purchaser's obligations hereunder are conditioned upon Purchaser being satisfied, at Purchaser's sole cost and expense, within the two hundred forty (240) day period after the Effective Date (the "Inspection Period"), with the Property, including, but not limited to, the physical characteristics of the Property, the availability of public roadway access and utilities, the ability of Purchaser to obtain any necessary governmental approvals, and the economic viability of the development and operation of the Property. Should Purchaser fail to be satisfied with the Property for any reason whatsoever, Purchaser may, by delivery of written notice to Seller on or before the expiration of the Inspection Period, terminate this Agreement, whereupon all Earnest Money (less \$10.00, which shall be paid to Seller as independent consideration for entering into this Agreement) shall be refunded to Purchaser.

and this Agreement shall be deemed null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein. If Purchaser elects not to terminate this Agreement pursuant to this Section 9(a), Purchaser shall be deemed satisfied with the condition of the Property.

(b) Survey. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser a copy of Seller's existing survey of the Property, if any. The Purchase Price of the Property shall be determined by multiplying the Acreage Price by the number of Net Acres in the Property as determined by the Survey. Purchaser will, at Purchaser's expense, employ a reputable surveyor or surveying firm, licensed by the state in which the Property is located, to prepare and deliver to Purchaser and Seller an updated survey of the Property ("Survey"). Purchaser and Seller agree that (a) the Survey shall depict the number of gross acres and Net Acres contained within the boundaries of the Property to the nearest one-hundredth (1/100th) of an acre, (b) the Survey shall be certified to Purchaser and Seller, and (c) the Property shall be substantially in the location and configuration as shown on Exhibit A hereto. Within ten (10) days of receipt of the Survey, Seller shall notify Purchaser in writing if the Survey is not acceptable to Seller. If no such notice is given, the Survey shall conclusively determine as between Purchaser and Seller the final Net Acres of the Property for the purpose of computing the Purchase Price and for preparing the legal description to be attached to the Deed. In the event that Seller disapproves the Survey, Purchaser and Seller shall use good faith efforts to mutually agree upon the configuration and size of the Property and any other matter objected to by Seller. Seller shall be responsible to obtain all necessary approvals to the legal description of the Property to create it as a separate legal parcel acceptable to the Franklin County, Ohio Engineer's Office.

(c) Title. Within ten (10) days following the Effective Date, Purchaser shall order an updated owner's title commitment issued by Esquire Title Services, Inc., 6648 Walnut Street, New Albany, Ohio 43054, Attention: Karen Lash (phone 614.855.9600); email: (klash@esquiretitle.com) (the "Title Company"). Purchaser shall have until the date which is one hundred fifty (150) days following the Effective Date ("Title Review Period") to examine the Title Commitment and the Survey, and to give written notice to Seller (the "Title Objection Notice") of any objectionable matter or defect which affects the marketability or insurability of the title to the Property (the "Title Objections"). If Purchaser fails to deliver the Title Objection Notice on or prior to the expiration of the Title Review Period, Purchaser shall be deemed to have waived such right to object to the Title Objections. If Purchaser does give Seller timely notice of any such objectionable matters, Seller agrees to notify Purchaser within ten (10) days following Seller's receipt of the Title Objection Notice as to whether Seller will attempt to cure such Title Objections by the Closing Date. If Seller fails to notify Purchaser within said 10-day period or Seller notifies Purchaser within said 10-day period that Seller does not intend to attempt to cure any or all of the Title Objections by the Closing Date, then Purchaser shall have the option either to (x) waive its objections hereunder and take title to the Property pursuant to the remaining terms of this Agreement or (y) terminate this Agreement by giving written notice to Seller prior to the expiration of the Inspection Period. Further, if Seller notifies Purchaser that Seller intends to attempt to cure the Title Objections by the Closing Date but Seller fails to cure such Title Objections by such date, then Purchaser shall be entitled to exercise its option under subsection 9 (c)(x) or (y) above, provided that the option under subsection 9(c)(y) above shall be exercised prior to the Closing Date. Upon any termination of this Agreement pursuant to this Section 9(c), all Earnest Money paid by Purchaser shall be refunded by Escrow Agent to Purchaser (less \$10.00, which shall be paid to Seller as independent consideration for entering into this Agreement), and this Agreement shall be deemed null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

(d) Subsequent Title Defects. If after the expiration of the Title Review Period the Title Company revises the Title Commitment, or the surveyor revises the Survey, to add or modify exceptions that were not known to Purchaser prior to the expiration of the Title Review Period, in each case

other than any modifications made at the request of Purchaser, then Purchaser may elect to provide Seller with a written objection to such new matter (the "New Title Objection Notice") within five (5) business days after Purchaser becomes aware of any such new matter. In the event Purchaser fails to provide a New Title Objection Notice to Seller within such period, then Purchaser shall be deemed to have accepted any such new matters and such new matters shall constitute additional Permitted Exceptions for all purposes of this Agreement. In the event Purchaser provides a New Title Objection Notice to Seller within such period, then Seller shall, within five (5) business days after Seller's receipt of Purchaser's New Title Objection Notice, inform Purchaser in writing whether it elects to cure or remove the title objections raised in the New Title Objection Notice (the "New Title Objections") prior to Closing. If, within five (5) business days after Seller's receipt of the New Title Objection Notice, Seller fails to notify Purchaser that it elects to cure or remove the New Title Objections prior to Closing or notifies Purchaser that it has elected not to cure any New Title Objections, Purchaser may either (i) terminate this Agreement within five (5) business days after receipt of Seller's response notice (or date Seller was to deliver such response notice) in which case all Earnest Money paid by Purchaser shall be refunded by Escrow Agent to Purchaser (less \$10.00, which shall be paid to Seller as independent consideration for entering into this Agreement), or (ii) waive such New Title Objections. In the event Purchaser does not timely elect to terminate this Agreement as set forth in the preceding sentence, all such New Title Objections that Seller has not expressly agreed to cure shall be waived by Purchaser and shall constitute additional Permitted Exceptions for all purposes of this Agreement. If there are exceptions or objections timely raised by Purchaser in accordance with this Section 9(d), the Closing Date shall be extended to the extent necessary to permit Seller and Purchaser to exercise their rights as provided above.

10. Conveyance of Title. At Closing, Seller shall convey fee simple title to the Property to Purchaser pursuant to a recordable limited warranty deed (the "Deed"), subject to all of the following (collectively, the "Permitted Exceptions"): (i) all easements, restrictions and encroachments of record or which would be ascertainable by the Survey, which are not Title Objections (ii) all existing zoning laws and ordinances, (iii) all taxes and assessments not yet due and payable, and (iv) all Title Objections waived by Purchaser pursuant to Section 9(b) above. Provided, however, the foregoing shall not be deemed to limit Purchaser's rights pursuant to Section 9(d) above.

11. Seller's Condition to Closing; Closing Documents.

(a) Seller shall obtain and deliver to Purchaser at the Closing the following documents (all of which shall be duly executed and witnessed, which documents Purchaser agrees to execute where required):

- (i) the Deed, in the form attached hereto as Exhibit B;
- (ii) An affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.;
- (iii) an Affidavit of Title, in form acceptable to the Title Company;
- (iv) such evidence as the Title Company shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;
- (v) a closing statement which sets forth the distribution of the Purchase Price and other funds ("Closing Statement"); and

(vi) any and all other documents, instruments or other items reasonably necessary or appropriate to perform the obligations hereunder, including, but not limited to, those other documents, instruments or other items reasonably required by Purchaser's counsel and/or the Title Company.

Seller and Purchaser hereby agree that the Closing Documents shall be in final form at least five (5) business days prior to the Closing Date.

(b) Purchaser shall deliver to Seller at the Closing:

(i) the full amount of the Purchase Price in the manner and subject to the adjustments and credits provided for in this Agreement;

(ii) the Closing Statement; and

(iii) such additional documents as are required to be executed by Purchaser under the terms of this Agreement or shall be reasonably required to consummate the transaction contemplated by this Agreement.

12. Condemnation. In the event that at any time between the making of this Agreement and Closing, all or a material portion of the Property is condemned by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (a) terminate this Agreement, in which event all Earnest Money paid by Purchaser shall be immediately refunded by Escrow Agent to Purchaser (less \$10.00, which shall be paid to Seller as independent consideration for entering into this Agreement), and neither Purchaser nor Seller shall have any further liabilities, obligations or rights hereunder except as otherwise set forth herein, or (b) have the terms of this Agreement remain in full force and effect and binding on the parties hereto with Seller's right to all condemnation proceeds attributable solely to the Property irrevocably assigned to Purchaser. In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

13. Assignment.

(a) Assignment by Purchaser. This Agreement may be assigned by Purchaser upon notice and the consent of Seller, which Seller shall not unreasonably withhold.

(b) Assignment by Seller. From and after the Effective Date, Seller shall not, without the prior written consent of Purchaser, which consent Purchaser may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property.

14. Seller's Repurchase Right. Seller shall retain the right to repurchase the Property at (i) the Purchase Price if Project construction does not commence within six (6) months of the Closing, excepting a delay due to unforeseen circumstances beyond the control of the parties. The repurchase right shall be reserved in the Deed, and Seller agrees to execute a recordable termination thereof upon Purchaser's timely commencement of construction. The commencement of construction will be defined as the commencement of the installation of building foundations, as reasonably evidenced by Purchaser. Purchaser will notify Seller in writing of the commencement of construction, which Seller will acknowledge in writing. Such acknowledgement will document the conclusion of the right to repurchase the Property.

15. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

The City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attention: Eric Meyer or Chris Shook

If to Purchaser:

The Daimler Group, Inc.
1533 Lakeshore Drive
Columbus, Ohio 43204
Attention: Paul G. Ghidotti

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

16. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

17. Brokers. Purchaser and Seller hereby represent each to the other that except for Molly Leach of CBRE, who is representing Purchaser in this transaction ("Purchaser's Broker") they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Property or the other transactions contemplated by this Agreement. At Closing, Purchaser shall pay Purchaser's Broker a commission in the amount of 3% of the Purchase Price. Each party hereby indemnifies the other party against any claims, damages, and/or expenses arising from any other real estate broker seeking to be paid a commission as a result of the transaction contemplated in this Agreement.

18. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, Purchaser, as its sole and exclusive remedy, shall be entitled to either (a) terminate this Agreement by giving written notice to Seller, in which event Purchaser shall receive a full refund of the Earnest Money (less \$10.00, which shall be paid to Seller as independent consideration for entering into this Agreement), as well as all reasonable out-of-pocket costs incurred by Purchaser in connection with Purchaser's inspections and examinations of the Property (not to exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00), and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or (b) seek specific performance of Seller's obligations hereunder. In the event of a default by Purchaser hereunder, Escrow Agent shall deliver the Earnest Money to Seller, and Seller shall be entitled, as its sole and exclusive remedy, to retain the Earnest Money as full liquidated damages for such default of Purchaser, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which

expressly survive any such termination. Seller and Purchaser acknowledge and agree that Seller's damages in the event of a default by Purchaser hereunder would be difficult to ascertain and that the Earnest Money represents a fair estimate of such damages, and is not intended as a penalty.

19. Seller Covenants. Following the Effective Date and until the Closing Date or the earlier termination of this Agreement, Seller shall comply with the requirements set forth below:

(a) Seller shall deliver to Purchaser copies of any notices Seller may receive relating to violations of law, insurance, litigation, condemnation or title matters respecting the Property, promptly following Seller's receipt of same.

(b) Seller shall immediately notify Purchaser of any material injury or damage to the Property or any portion thereof.

(c) Seller shall neither enter into any leases or agreements providing for possession, use or occupancy of, or access through, the Property or any portion thereof, nor assign, modify, amend, renew, extend or terminate any existing leases, easements or similar agreements, without in each case the prior written consent of Purchaser.

(d) Seller shall immediately notify Purchaser of any information which becomes known to Seller and which impacts the accuracy and/or veracity of any representation, warranty or covenant herein made by Seller.

20. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

21. Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

22. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

23. Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

24. Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and assigns.

26. Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

27. **Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section shall survive Closing.

28. **Successors and Assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

29. **Time of the Essence.** Time is of the essence in this Agreement. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the state in which the Real Property is located for observance thereof.

30. **OFAC.** Each party represents and warrants to the other, and to Escrow Agent, that (a) such party is not knowingly acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, or engaging in, instigating or facilitating this transaction for or on behalf of any such person, group, entity or nation; (b) such party is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering; and (c) none of the funds of such party to be utilized in this transaction have been or will be derived from any unlawful activity with the result that such party or the Property is subject to seizure, forfeiture or other such remedy or that this Agreement or the transactions hereunder are or will be in violation of law. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

31. **Confidentiality.** Except as otherwise set forth herein, each party agrees to maintain in confidence, the information contained in this Agreement or pertaining to the purchase and sale contemplated hereby and any non-public information and data furnished or made available by Seller to Purchaser, its agents and representatives in connection with Purchaser's investigation of the Property, the Seller Information, and the transactions contemplated by the Agreement; provided, however, that each party, its agents and representatives may disclose such information and data (a) to such party's accountants, attorneys, prospective lenders, investment bankers, underwriters, ratings agencies, partners, consultants and other advisors in connection with the transactions contemplated by this Agreement (collectively, the "**Representatives**") to the extent that such Representatives reasonably need to know such information and data in order to assist, and perform services on behalf of, Seller or Purchaser; (b) to the extent required by any applicable statute, law, regulation or governmental authority; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement.

32. **Date of Agreement.** The submission of this Agreement to Purchaser for examination or consideration does not constitute an offer to sell the Property, and this Agreement shall become effective, if at all, only upon the full execution and delivery thereof by Purchaser and Seller. The "Effective Date" of this Agreement shall be the date upon which this Agreement has been executed by both Purchaser and Seller.

[Signatures appear on the following page.]

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

IN WITNESS WHEREOF, each of Purchaser and Seller has caused this Agreement to be executed under seal by its duly authorized signatory as of the dates referenced below.

SELLER:

CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Date of Execution by Seller: _____, 2022

PURCHASER:

THE DAIMLER GROUP, INC., an Ohio corporation

By: _____
Paul G. Ghidotti, President

Date of Execution by Purchaser: _____, 2022

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

EXHIBIT A

Situated in the county of Franklin, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve "D" of LUDLOW SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 33, pages 72 and 73, Recorder's Office, Franklin County, Ohio. Subject to all restrictions, right of way and easements, if any, of previous record.
Parcel No. 060"003828"00

Last Transfer: Instrument No. 199612040239725

Last Transfer Date: December 3, 1996

Street Address: 0 E. Main Street

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

EXHIBIT B**DEED****LIMITED WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF REYNOLDSBURG, OHIO**, an Ohio municipal corporation ("Grantor"), for Ten Dollars (\$10.00) and other valuable consideration paid, hereby grants and conveys with limited warranty covenants to _____, a(n) _____ ("Grantee"), whose tax mailing address is _____, the real property situated in the County of Franklin, State of Ohio, which is described on **Exhibit A**, attached hereto and made a part hereof (the "Property").

Prior instrument reference: _____, Recorder's Office Franklin County, Ohio.

Parcel No.: _____

TOGETHER WITH, the Grantee's right to review and approve, which approval shall not be unreasonably withheld, conditioned, or delayed, the initial use and Improvements (as defined below) to be initially erected, constructed, and placed upon the approximately _____ acre parcel of land owned by Grantor and located partially in the County of Franklin, and partially in the County of Licking, State of Ohio, which is immediately adjacent to the Property, and more particularly described and depicted on **Exhibit B**, attached hereto and by this reference made a part hereof ("Adjacent Property". As used herein, "Improvements" shall mean all structures, buildings or other improvements of any kind including, without limitation, any fence, exterior wall, exterior sign, paving, parking area, exterior enclosure, deck, landscaping, landscape device or object, exterior lighting systems; provided, however, that "Improvements" as used in this shall not include any improvements which are internal of nature or are not otherwise visible from any vantage point outside of the Property.

This conveyance is made, and title to the Adjacent Property is, subject to the matters set out on **Exhibit C**, attached hereto and by this reference made a part hereof (collectively, "Permitted Exceptions").

[signature and acknowledgment on following page]

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

Grantor has executed this Limited Warranty Deed effective the ____ day of _____, 202____.

CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

I HEREBY CERTIFY that on this ____ day of _____, 202____, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that (s)he is the _____ of the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation, that (s)he has been duly authorized to execute, and has executed the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

Commission Expiration:

This instrument was drafted by
and upon recording return to:

Tax bills for the real property described in this
instrument should be sent to:

Instrument Prepared by:
Christopher Shook, Esq.
Reynoldsburg City Attorney

EXHIBIT A
LIMITED WARRANTY DEED

Situated in the county of Franklin, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve "D" of LUDLOW SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 33, pages 72 and 73, Recorder's Office, Franklin County, Ohio. Subject to all restrictions, right of way and easements, if any, of previous record.
Parcel No. 060"003828"00

Last Transfer: Instrument No. 199612040239725
Last Transfer Date: December 3, 1996
Street Address: 0 E. Main Street

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

EXHIBIT B
LIMITED WARRANTY DEED

Situated in the county of Licking, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve "A" of GLEN CREST AMENDED SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, pages 176, Recorder's Office, Licking County, Ohio.

Parcel No. 13-030390-00.00

Last Transfer: Instrument No. 200008040024968

Last Transfer Date: December 5, 1996

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

EXHIBIT C LIMITED WARRANTY DEED

Veterinary (With Prior Approval)*
Community Facility – Activity Center
Community Facility – Outdoor Recreation
Community Facility – Park
Community Facility – Public Health Safety
Community Facility – Trail
Event Center – Private Events and Conferences
Event Center – Public Meetings and Conventions
Religious Assembly
Library
Museum
Visual Art Center
Dwelling – Assisted
Dwelling – Attached Single Family
Bakery – Retail
Beverage Sales – Liquor and Beer
Food Sales – Farm Market
Food Sales – Large Format Grocery
Food Service – Deli
Food Service – Fast Casual Restaurant
Food Service – Full Service Restaurant
School – Child Day Care
Health and Wellness – Fitness Facility/Gym
Research Facility/Laboratory
Medical Office (With Prior Approval)
Office – Corporate
Office – Professional Services
Financial Services and Banking – Without a Drive Through
Indoor Recreation Enterprise
Studio – Art
Studio – Gymnastics/Martial Arts
Gallery – Art
Garden Center – Indoor and Outdoor
Retail – Pharmacy
Overnight Lodging – Hotel

***All definitions are provided in the Reynoldsburg Zoning Code**

Attachment: Daimler PSA (Shook Final) (Daimler Group Purchase Agreement)

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Public Safety, Law and Courts Committee****RE: Pay to Stay**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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**An Ordinance to Establish Section 701.07 of the Codified Ordinances, of the City of
Reynoldsburg, Commonly Referred to as Pay to Stay**

WHEREAS, the state of Ohio of one of only five states in the country that permits a residential landlord to file for eviction immediately upon non-payment of rent; and

WHEREAS, unlike mortgage companies, residential landlords are allowed to refuse all future rent payments and commence eviction proceedings even if a tenant immediately recognizes the deficiency of payment and is able and willing to correct it; and

WHEREAS, evictions for non-payment of rent lead to regional vulnerabilities that prolong economic instability, create educational impairments for children displaced by evictions, increase costs to the homeless system, and negatively impact community stability and relationships; and

WHEREAS, the Council of the City of Reynoldsburg seeks to close this legal loophole by allowing tenants to cure a non-payment of rent by tendering the full amount owed, including reasonable fees and legal expenses, prior to being evicted by passing a “Pay to Stay” Ordinance; and

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

WHEREAS, the “Pay to Stay” Ordinance will promote educational stability, decrease the burden on the human safety net, such as the shelter system, and ensure fairness by giving the courts and the community something tangible to reference; and

WHEREAS, the Council of the City of Reynoldsburg finds it in the best interests of the City to enact Section 701.17 of the Codified Ordinances of the City of Reynoldsburg.

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

SECTION 1. That Part Seven, Chapter 701 of the Codified Ordinances of the City of Reynoldsburg be and the same is hereby amended to add Section 701.17 “Pay to Stay” 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.

An Ordinance to Establish Section 701.07 of the Codified Ordinances, of the City of Reynoldsburg, Commonly Referred to as “Pay to Stay”

Section 1.

That Section 701.07 of the Codified Ordinances of the City of Reynoldsburg be established as follows:

701.07 RESIDENTIAL TENANT’S RIGHT TO PAY TO STAY

- (a) At any time prior to the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent by a Landlord, a Residential Tenant shall have the right to pay the Landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the land or tenements.
 - (1) If the Residential Tenant tenders all accrued rent and reasonable late fees to the Landlord, the Landlord shall accept the tendered payment and allow the Residential Tenant to maintain the tenancy.
 - (2) If the Residential Tenant tenders all past due rent with reasonable late fees to the Landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the Landlord refuses the tender, the Residential Tenant’s tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the Landlord against the Residential Tenant for nonpayment of rent.
- (b) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to judgment, the Residential Tenant shall have the right to pay the Landlord all past due rent, reasonable late fees, court costs, and attorney fees incurred by the Landlord, for the purpose of maintaining the tenancy.
 - (1) If the Residential Tenant tenders all past due rent amounts, including late fees and court costs, the Landlord must accept payment. Upon receipt of the payment, the Landlord shall dismiss the action against the Residential Tenant.
 - (2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the Landlord prior to the judgment and the Landlord refuses to tender, the Residential Tenant’s tender of all past due rent, reasonable late fees, and court costs shall be an affirmative defense to the eviction action filed by the Landlord against the Residential Tenant for nonpayment of rent.
 - (3) Payment of attorney fees by the Residential Tenant shall be conditioned upon such fees itemized and communicated, in writing, to the Residential Tenant. If the Residential Tenant is informed, in writing, of the accrued attorney fees, the

Residential Tenant shall have at least ten (10) day within which to remit payment of the same for the purpose of this affirmative defense. If the Landlord does not notify the Residential Tenant, in writing, of incurred attorney fees within five (5) days of the Residential Tenant tendering past due rent, reasonable late fees, and court costs, Landlord shall be deemed to have waived attorney fees. The maximum amount of attorney fees collectible under this provision shall be two hundred and fifty dollars (\$250).

- (c) Limitation of Affirmative Defense: The affirmative defenses provided by this Section to the Residential Tenant shall be the exclusive remedy for any violation by the Landlord of this Section. If the Residential Tenant successfully utilizes one of the defenses available in subsections (a), (b), and (c) of the Section, the Residential Tenant shall be prohibiting from utilizing the same or similar defense for a period of twelve months following the tender of payment required to establish such defense. . Nothing in this Section shall limit the rights of a Residential Tenant to raise other affirmative defenses more than once in a calendar year.
- (d) This Section in no way limits the ability of a Landlord to initiate, seek judgment, and the execution of a writ of restitution for forcible entry and detainer under Ohio Revised Code Chapter 1923 for reasons other than solely for non-payment of rent.
- (e) For purposes of this Section, no Landlord may charge a late fee in an amount exceeding the larger of (i) twenty-five dollars (\$25.00); or (ii) five percent (5%) of the monthly contract rent.

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

DATE: **March 14, 2022**

TO: **Finance and Administration Committee**

RE: Paid Family Leave for Chapter 160 Employees

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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To put in place a policy for permanent Chapter 160 employee who works 30 hours or more that becomes parents of a newborn, adopted, or suffers the loss of their child through miscarriage or stillbirth, will be entitled to up to ten (10) weeks of paid leave. Employee will not be required to use, sick, vacation or comp time. Employees must follow the approval process in the City's Family Medical Leave policy in the Personnel Procedure Manual.

Leave entitlement is for both the father and mother for the birth, adoption or loss of stillborn child.

**AN ORDINANCE TO ESTABLISH SECTION 160.13, PAID FAMILY LEAVE, OF THE
CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg does not currently offer paid parental leave to the parents of a newborn, adopted, or stillborn child; and

WHEREAS, without guaranteed paid family leave, parents of newborn, adopted, or stillborn children must often times take leave under the Family Medical Leave Act that is not paid, resulting in a loss of income to the family, and many times resulting in the employee returning to work sooner than is desirable for the health and stability of the parent, child, and family; and

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

WHEREAS, the lack of paid parental leave is often cited as one of the leading contributors to income disparity between men and women in the United States; and

WHEREAS, due to the lack of state or national laws requiring paid parental leave, many local governments, large corporations, and small businesses are developing their own laws and policies to extend paid parental leave to employees; and

WHEREAS, increasingly, employers are offering paid family leave without regard to gender, recognizing that all parents are important in the life of a child; and

WHEREAS, the City of Reynoldsburg and this Council have proposed extending paid family leave to employees of the City of Reynoldsburg in order to provide the parents of a newborn, adopted, or stillborn child adequate time to nurture, care for, recover, and develop the child, to ensure fair and equal compensation between employees and to keep the City of Reynoldsburg competitive at a time when other employers and municipalities are increasingly offering paid family leave to their employees; and

WHEREAS, any permanent Chapter 160 employee who works 30 hours or more who becomes parents of a newborn or adopted child, will be entitled to up to ten (10) weeks of paid leave; and any such employee who suffers the loss of their child through miscarriage or stillbirth shall be entitled to up to four (4) weeks of paid leave. Employees will not be required to use, sick, vacation or comp time. Employees must follow the approval process in the City's Family Medical Leave policy in the Personnel Procedure Manual. As with the birth or adoption, in the event of a miscarriage or stillbirth, the attending physician will need to complete the Family Medical Leave documentation.

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

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

SECTION 1. That Part One, Chapter 160 of the Codified Ordinances of the City of Reynoldsburg be and the same is hereby amended to add Section 160.13 "Paid Family Leave" 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.

SECTION 160.13. PAID FAMILY LEAVE

(a) For purposes of this Section, the following terms and definitions apply:

(1) “Family and Medical Leave Act” or “FMLA” shall mean The Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq.

(2) “Parent” shall mean an employee who is (a) either a biological, adoptive, step- or foster father or mother of a child, or (b) providing day-to-day care and financial support for a child who does not receive care and support from a biological, adoptive, step- or foster father or mother.

(3) “Paid parental leave” shall mean a ten-week leave of absence for the purpose of a parent bonding with a newborn or with a newly adopted child in which the employee is compensated at 100 percent of his or her regular base rate of pay. Paid parental leave shall be in addition to, and not reduce, an employee’s balance of any other accrued paid leave provided to the employee by the City, including short-term disability associated with childbirth.

(b) All full-time and three-quarter time employees who have been employed with the City for 12 or more months shall be eligible to take paid parental leave one time in a 12-month period. Employees covered under a collective bargaining agreement are eligible for parental leave as negotiated and detailed in their respective contracts.

(c) Paid parental leave must be taken in one uninterrupted period of leave time and must be taken within 12 months following the birth or placement of a child for adoption or foster care.

(d) Paid parental leave shall run concurrently with Family Medical Leave Act leave and be counted against the amount of FMLA leave available to employees taking these benefits.

(e) Whenever the birth or placement of a child for adoption or foster care is foreseen, the employee must provide the Director of Human Resources at least 30 days’ notice of his or her intention to take paid parental leave or paid childbirth leave.

(f) An employee who would otherwise be eligible for paid parental leave pursuant to above, whose child is stillborn or dies during the third trimester of pregnancy, is eligible for four (4) calendar weeks of paid parental leave following the date of death of the unborn or stillborn child. In the event the newly born or adopted child dies during the period of time that the employee is on paid parental leave, the employee shall be entitled to the full extent of the paid parental leave permitted above, and the paid parental leave shall not terminate due to the death of the child. All other provision of the paid parental leave granted pursuant to above shall apply.

(g) If an employee is enrolled in group health insurance or other insurance benefits sponsored by the City, these benefits will continue as if the employee had not taken leave.

- (h) Paid parental leave taken by an employee shall not be counted as time worked for the purposes of calculating overtime.
- (i) The Director of Human Resources shall promulgate a policy related to provision of medical documentation, adoption or foster documentation, intermittent leave, returning to work, confidentiality and any other relevant considerations not inconsistent with this Section or the Family and Medical Leave Act.

SECTION 160.13. PAID FAMILY LEAVE

(a) For purposes of this Section, the following terms and definitions apply:

(1) “Family and Medical Leave Act” or “FMLA” shall mean The Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq.

(2) “Parent” shall mean an employee who is (a) either a biological, adoptive, step- or foster father or mother of a child, or (b) providing day-to-day care and financial support for a child who does not receive care and support from a biological, adoptive, step- or foster father or mother.

(3) “Paid parental leave” shall mean a ten-week leave of absence for the purpose of a parent bonding with a newborn or with a newly adopted child in which the employee is compensated at 100 percent of his or her regular base rate of pay. Paid parental leave shall be in addition to, and not reduce, an employee’s balance of any other accrued paid leave provided to the employee by the City, including short-term disability associated with childbirth.

(b) All full-time and three-quarter time employees who have been employed with the City for 12 or more months shall be eligible to take paid parental leave one time in a 12-month period. Employees covered under a collective bargaining agreement are eligible for parental leave as negotiated and detailed in their respective contracts.

(c) Paid parental leave must be taken in one uninterrupted period of leave time and must be taken within 12 months following the birth or placement of a child for adoption or foster care.

(d) Paid parental leave shall run concurrently with Family Medical Leave Act leave and be counted against the amount of FMLA leave available to employees taking these benefits.

(e) Whenever the birth or placement of a child for adoption or foster care is foreseen, the employee must provide the Director of Human Resources at least 30 days’ notice of his or her intention to take paid parental leave or paid childbirth leave.

(f) An employee who would otherwise be eligible for paid parental leave pursuant to above, whose child is stillborn or dies during the third trimester of pregnancy, is eligible for four (4) calendar weeks of paid parental leave following the date of death of the unborn or stillborn child. In the event the newly born or adopted child dies during the period of time that the employee is on paid parental leave, the employee shall be entitled to the full extent of the paid parental leave permitted above, and the paid parental leave shall not terminate due to the death of the child. All other provision of the paid parental leave granted pursuant to above shall apply.

(g) If an employee is enrolled in group health insurance or other insurance benefits sponsored by the City, these benefits will continue as if the employee had not taken leave.

- (h) Paid parental leave taken by an employee shall not be counted as time worked for the purposes of calculating overtime.
- (i) The Director of Human Resources shall promulgate a policy related to provision of medical documentation, adoption or foster documentation, intermittent leave, returning to work, confidentiality and any other relevant considerations not inconsistent with this Section or the Family and Medical Leave Act.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: 2022 EMH&T Sewer CCTV & Cleaning

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Request Legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the 2022 Sanitary Sewer CCTV Investigation and Analysis Project for Professional Services.

This is for the city to meet its obligations with the EPA Directors Finding and Orders.

EMH&T Infratechnologies Division will perform internal pipe inspection (CCTV) on approximately 18,400 linear feet of 8-in 10-in 12-in and 15-in of Sanitary Sewers

This scope of work includes closed circuit televising (CCTV) of the collection systems From Dickens Dr to Goldsmith Dr. Those neighborhood the Sewer Mains runs Mostly in the rear yard easements. See Outlined Area in Red.

Asking \$87,790.00 for Budgeted Sewer funds from 720.736.5365 and appropriating for this continuing project.

EMH&T is Asking for 87,790.00 to fund this project.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF THE 2022 SEWER LINE CCTV, MANHOLE INSPECTIONS AND CLEANING PROJECT

WHEREAS, EMH&T Infratechnologies Division will perform internal pipe inspection via closed circuit televising (CCTV) on approximately 18,400 linear feet of eight inch, ten inch, twelve inch and fifteen inch of sanitary sewer pipe; and

WHEREAS, the scope of work will also include televising the collection systems in the neighborhood from Dickens Drive to Goldsmith Drive regarding a general review of rear yard easements; and

WHEREAS, \$87,790.00 is available from account 720.736.5365 Utility Line Repair/Maintenance to fund this project, which was approved as part of the 2022 Budget; and

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

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with EMH&T for preliminary engineering and management of sewer line televising, manhole inspections and cleaning.

SECTION 2. That \$87,790.00 is available from account 720.736.5365 utility Line Repair/Maintenance to fund this project, which was approved as part of the 2022 Budget.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



February 1, 2022

Mr. Paul Hellman
 Water/Wastewater Superintendent
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, Ohio 43068

**Subject: Sanitary Sewer CCTV Investigation and Analysis
 Proposal for Engineering Services**

Dear Mr. Hellman:

EMH&T is pleased to submit our proposal for the 2022 Sanitary Sewer CCTV Investigation and Analysis project. This project will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the collection system in the Ludlow neighborhood (8-15" diameter) that runs mostly in rear yard easements. Please refer to Figure 1 for a schematic of the proposed study area. The project will include the CCTV inspection and evaluation in accordance with Pipeline Assessment Certification Program (PACP) standards and a summary memo with recommendations for rehabilitation of the sewers where warranted.



Figure 1: Study Area (Red Outline)

SCOPE OF SERVICES

EMH&T will provide CCTV data collection and data analysis for the above referenced improvements to include the following tasks:

CCTV Inspection: CCTV inspection will be conducted in accordance with PACP standards. The information recorded in the CCTV inspections will be provided to Reynoldsburg on one flash drive along with one hard copy of the PACP format reporting with itemization of the observed defects. The pricing below is based on the following assumptions:

1. Manholes are assumed accessible to cleaning and inspection equipment. City crews will be available to provide access to manholes as needed.
2. Does not include bypass pumping. We understand the CCTV inspection may have to be completed during off peak hours.
3. Manhole lids assumed not to be welded shut and no restrictions to man-entry.
4. MACP inspection of manholes is not included. CCTV operator will pan around the interior of each manhole during the inspection.
5. Debris to be disposed of at wastewater treatment facility. No contingency for hazardous waste.
6. It is unlikely that maintenance of traffic will be required because these sewers are located in a residential area. However, if the need for maintenance of traffic arises, we will request assistance from the City's Street Department.
7. Two copies of CCTV logs and DVD's will be provided to the City upon conclusion of the project.
8. We have included hourly rate for cleaning/root removal as a project contingency.

CCTV Review and Analysis: The CCTV and PACP information will be reviewed and recommendations for improvement will be made where necessary. Recommendations for emergency repairs will be made upon discovery on a case-by-case basis via email. Recommendations for routine repairs will be made at the conclusion of the project in the format of a memo with exhibits depicting the recommended improvements. The pricing below is based on the following assumptions.

1. Review CCTV for approximately 18,400 linear feet of sanitary sewer.
2. Establish rehabilitation and replacement recommendations to correct the significant or critical defects, summarized in a memo with exhibits.
3. Develop cost estimates for the improvements recommended in the memo. Cost estimates will not include the cost of emergency repairs recommended during the course of the project.
4. Update the City's Sanitary Sewer Capital Improvement Plan exhibit and cost summary tables to incorporate new findings and recommendations.
5. Two hard copies of memo, exhibits, and cost estimates will be delivered to the City along with electronic (pdf) files on a disk.

EXCLUSIONS:

This project scope does not include:

1. Detailed construction plans for repairs
2. MACP manhole inspections

SCHEDULE

We will coordinate a start date and schedule upon receipt of Authorization to Proceed from the City of Reynoldsburg. We will coordinate with the City of the start of this project.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the total shown below without prior authorization from the City. Invoices will be submitted monthly based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Base Services	Fee
1. System Characterization and Management	\$5,390.00
2. CCTV Field Investigations	\$66,800.00
a. CCTV and Regular Cleaning for 8-in to 15-in Sewer (18,400 @ \$2.00/LF)	(\$36,800.00)
b. Cleaning and Root Cutting (Contingency Item, 120 Hours @ \$250.00/Hr)	(\$30,000.00)
Data Analysis and Reporting	\$15,600.00
Base Services Fee	\$87,790.00

If this description and estimated fee meet with your approval, please authorize with your signature below. In your response / authorization, please indicate whether you intend to include the additional GIS services. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,
EMH&T, INC.

Ryan M. Andrews, PE

Copy: Mr. William Dorman, Director of Public Service

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Proposal-2022 CCTV Support (2022 EMH&T Sewer CCTV & Cleaning)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Public Service and Transportation Committee****RE: Zoning, Building and Development Fee Schedule Update**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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AN ORDINANCE TO AMEND CHAPTER 1305 PERMITS AND FEES, SECTION 1305.01 FEE SCHEDULE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, the City's fee schedules were recently updated in December, 2021 through Ordinance 159-2021; and

WHEREAS, the City's newly hired Chief Building Official (CBO) and Planning and Zoning Administrator have determined that a few of the fees need to be adjusted to align with current building standards, as well as the City's recently revised Planning and Zoning Code.

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

SECTION 1. That Section 1305.01 Fee Schedule of Chapter 1305 Permits and Fees of the Codified Ordinances for the City of Reynoldsburg be and is hereby amended:

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

See Exhibit "A" attached hereto and incorporated herein

SECTION 2. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

1305.01 FEE SCHEDULE

(a) Note. The fees listed below do not include the State of Ohio one percent (1%) fee for residential or the State of Ohio three percent (3%) fee for commercial.

(b) All permits for work regulated by the Residential Code of Ohio Ohio Building Code, Reynoldsburg Zoning Code and Engineering.

(c) Zoning Fees

ZONING CERTIFICATE

Residential (Sheds, Decks, Swimming Pools, Driveway Modifications, <u>Home Occupation Permit</u>)	\$50 <u>\$100</u>
Non-Residential (Building/Site Modification, Accessory Structure)	\$80 <u>\$150</u>
Fence Permit	\$35 <u>\$50</u>
Non-Residential/Home Occupation Permit	\$80

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TEMPORARY ZONING CERTIFICATE

Temporary Special Land Use Permit	\$50
Temporary Portable Storage Unit*	\$30 Residential \$100 Non-Residential
*Permit needed only if the unit stays longer than 7 days	

ZONING SIGN PERMIT

New Sign	\$100
Face Replacement In Existing Sign	\$35

CONDITIONAL USE PERMIT

Conditional Use Permit	\$350
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VARIANCE

Residential	\$200
Non-Residential	\$450

CERTIFICATE OF APPROPRIATENESS

Certificate of Appropriateness	\$200
New Building	\$400
Exterior Modifications	\$200
Comprehensive Sign Package	\$150
Single Sign Change	\$75

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SUBDIVISIONS

Preliminary Plat	\$750 plus \$50 per lot
Final Plat	\$500
Subdivision w/o Plat (Lot Split)	\$200 Residential \$250 Non-Residential
Plat Modification/Vacation	\$500

DISTRICT CHANGE (REZONING)

Residential District Change	\$750
Non-Residential District Change	\$1000
Amendment of Development Plan or Text	\$500

SITE PLAN REVIEW

Major Site Plan	\$500
Engineers Staff Report	Determined By the City Engineer
Minor Site Plan	\$250
Residential Site Plan	\$50
Traffic Access Study	\$1000 Deposit
Traffic Impact Study	\$4000 Deposit

MISCELLANEOUS PLANNING AND ZONING CODE FEES

Requests for Additional Public Meetings	\$250 per meeting
Zoning Verification Letter	\$50
Zoning Map Fee	\$5
Special Flood Hazard Area Development	\$80 per hour or Review fee set by the contracted plan reviewer

(d) Plot-Grade-Utility Fees

PLOT-GRADE-UTILITY PLAN REVIEW

Plot-Grade-Utility Plan Review	\$1500 Minimum or as determined by the fee schedule or city engineer
Storm Water Management Report	\$500 if small than 5 acres \$2250 if larger than 5 acres
Utilities Study	Determined by the city engineer
Residential Development	\$325 per sheet
Commercial Development	\$325 per sheet
GIS	\$187.50 per sheet
Plan Changes	\$225
Floodplain Permit	\$750 Residential \$1500 Non-Residential
Additional Meetings	\$250 per meeting

SMALL CELL WIRELESS PERMITS

New Small Cell Wireless Permit	\$250 per unit
City Pole Attachment Fee	\$200 Per Unit/Annually

(e) Residential Building Fees

~~RESIDENTIAL PLAN REVIEW FEES (performed in-house)~~

New Single Family Dwelling (initial review and 1 re-submittal)	\$75
New Two or Three Family Dwellings (initial review and 1 re-submittal)	\$50 Per Unit
Alterations, Additions, and Accessory Structures (initial review and 1 re-submittal)	\$40
Plan Revision	\$85

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RESIDENTIAL PLAN REVIEW FEES (contracted plan reviewer)

One, Two, or Three Family Dwellings	Review fee charged set by the contracted plan reviewer plus a \$20.00 processing fee
Alterations, Additions, and Accessory Structures	Review fee charged set by the contracted plan reviewer plus a \$20.00 processing fee

RESIDENTIAL PLAN REVIEW FEES (In-House Reviewer)

One, Two, or Three Family Dwellings	\$160 Per Sheet Unit
Alterations, Additions, and Accessory Structures	\$85 Per Sheet Unit

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RESIDENTIAL BUILDING PERMIT FEES

New structures (One, Two, or Three Family Dwellings)	\$250 \$300 plus \$8 per 100 sq. ft. of gross space per resident
Additions, Garages, and Accessory Structures	\$75 plus \$8 per 100 sq. ft.
Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes	\$75 plus \$7 per 100 sq. ft.
Decks	\$75
Minor Building work *	\$50 \$75
Demolition permits	\$100 Per Building

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RESIDENTIAL ELECTRICAL PERMIT FEES

New electrical (One, Two, or Three Family Dwellings, Room Additions, Garage, and Accessory Structures)	\$50 plus \$4 per 100 sq. ft.
Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes	\$50 plus \$3 per 100 sq. ft.
Electrical Service Upgrades, Temporary Electrical, Generators	\$75 Per Unit
Minor Electrical Work*	\$50, \$75

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RESIDENTIAL HVAC PERMIT FEES

New HVAC (One, Two, or Three Family Dwellings, Room Additions, Garage, and Accessory Structures)	\$50 plus \$4 per 100 sq. ft.
Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes	\$50 plus \$3 per 100 sq. ft.
Replacement of Furnace, A/C, Heat Pump, Air <u>Handler</u> , Ventilation or Water Heater <u>(retro-fit)</u>	\$75 per unit
Gas Piping	\$65 Per Line
Fire place	\$50 Per Unit
Minor HVAC Work*	\$50, \$75

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MISCELLANEOUS RESIDENTIAL FEES

Certificate of occupancy	\$100
Partial, Temporary Certificate of Occupancy	\$125
Building Inspections Card Replacement	\$50
Inspection fee	\$100
Re-Inspection fee	\$125
Special inspections (inspections required/requested other than regular business hours)	\$150 per hour
Extension of permit (which has expired for 180 days or less)	Half the original permit fee
Work started without permit	Twice the original permit fee
Industrialized units, Pre-Fabricated assemblies, relocated building(s)	\$150 per unit/building

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Temporary/construction office trailer	\$75 per trailer
Antenna Tower/ Satellite Dish over 8 feet in height	\$50 \$75

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Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.

**A non-refundable residential application deposit in the amount of one hundred dollars (\$100.00) is required at the time of the application submittal. The deposit will be applied, toward the plan examination and permit fees at the time of issuance.

(f) Commercial Building Fees

COMMERCIAL PLAN REVIEW FEES (contracted plan reviewer)

All buildings, Accessories structures and Residential Structures above three (3) family covered by the Ohio Building code	Review fee charged set by the contracted plan reviewer plus a \$75.00 processing fee
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COMMERCIAL PLAN REVIEW FEES (In-House Reviewer)

All buildings, Accessories structures and Residential Structures above three (3) family covered by the Ohio Building code.	\$100 \$80 per Hour
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COMMERCIAL BUILDING PERMIT FEES

New shell buildings	\$200 plus \$4 per 100 sq. ft.
New structures with finished interiors and additions	\$200 plus \$7 per 100 sq. ft.
Alterations, Renovations, and Tenant Finishes	\$200 plus \$4 per 100 sq. ft.
Decks	\$130
Demolition permit	\$150 \$200 per building
Tents (regulated by the Ohio building code)	\$50 for the first tent, \$25 for each additional tent
Minor work*	\$75 \$150

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COMMERCIAL ELECTRICAL PERMIT FEES

New electrical shell buildings	\$100 plus \$3 per 100 sq. ft.
New electrical with finished Interiors/Additions	\$100 plus \$5 per 100 sq. ft.
Electrical Alterations, Renovations, and Tenant Finishes	\$100 plus \$3 per 100 sq. ft.
Low Voltage Permit	\$75 plus \$2 per 100 sq. ft.
Electrical Service Upgrade, Temporary Electric, Generators	\$75 \$150 per unit
Electrical pole-based lighting	\$100 plus \$25 per pole
Minor electrical work*	\$75 \$150

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COMMERCIAL HVAC PERMIT FEES

New HVAC shell buildings	\$100 plus \$3 per 100 sq. ft.
New HVAC with finished interiors/additions	\$100 plus \$5 per 100 sq. ft.
HVAC alterations, renovations, and tenant finishes	\$100 plus \$3 per 100 sq. ft.
Replacement of furnace, A/C, Heat pump, Air handler, Ventilation, cooling systems, Boilers or Water Heaters	\$150 per unit
Kitchen exhaust hood, refrigeration, or walk-in coolers	\$125 per unit
Gas piping	\$100 per line
Fireplace	\$50 per unit
Minor HVAC work*	\$75 \$150

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COMMERCIAL SWIMMING POOL PERMIT FEES

Pools (in-ground or above ground)	\$225
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FIRE SUPPRESSION PERMIT FEES

New fire suppression shell buildings	\$100 plus \$2 per 100 sq. ft.
New Fire suppression with finished interiors/additions	\$100 plus \$3 per 100 sq. ft.
Fire suppression alterations, renovations, and tenant finishes	\$100 plus \$2 per 100 sq. ft.
Kitchen hood suppression system	\$150 per hood
Minor fire suppression work*	\$75 \$150

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FIRE ALARM PERMIT FEES

New Fire alarm shell buildings	\$100 plus \$2 per 100 sq. ft.
New fire alarm with finished interiors/ additions	\$100 plus \$3 per 100 sq. ft.+
Fire alarm alterations, renovations, and tenant finishes	\$100 plus \$2 per 100 sq. ft.
Minor Fire Alarm Work*	\$75 \$150

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COMMERCIAL SIGN PERMIT FEES

Wall Signs, Projected Signs, Awning/Canopy, Ground sign or Pole	\$100 each
Ground sign or Pole	\$75 each

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MISCELLANEOUS COMMERCIAL FEES

Certificate of occupancy	\$100
Partial, Temporary Certificate of Occupancy	\$175
Building Inspections Card Replacement	\$50
Inspection fee	\$100
Re-Inspection fee	\$125
Special inspections (inspections required/requested other than regular business hours)	\$150 per hour with a minimum of three (3) hours
Extension of permit (which has expired for 180 days or less)	Half of the original permit fee
Work started without permit	Twice the original permit fee
Industrialized units, Pre-Fabricated assemblies, relocated building(s)	\$150 per unit/building
Temporary/construction office trailer	\$75, \$150
New Communication tower	\$1500
Communication tower modification	\$500

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*Consultation with the Building Division is required to determine minor work.
(Ord. 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17.)

**A non-refundable application deposit is required in the amount of two hundred dollars (\$200.00) at the time of the application submittal. The deposit will be applied toward plan examination and permit fees at the time of issuance.

1305.06 CERTIFICATE OF OCCUPANCY.

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~~—(a) No new building, or structure shall be used or occupied and **no change in the existing type of occupancy classification of a building or portion** thereof shall be made until the Chief Building Official has issued a certificate of occupancy.~~

~~—(b) A separate certificate of occupancy shall be required for each certified address.~~

1305.06 CERTIFICATE OF OCCUPANCY.

(a) No new building, or structure shall be used or occupied and **no change of occupancy as defined in the Ohio Building Code** thereof shall be made until the Chief Building Official has issued a certificate of occupancy. **This includes any new business moving into a vacant building or space, changes in existing occupancy causing increase in life and fire risk, and change of ownership in an existing occupancy.**

(b) A separate certificate of occupancy shall be required for each certified address.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: March 14, 2022****TO: Public Service and Transportation Committee****RE: Annual Agreement with EMH&T for GIS Support for 2022**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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EMH&T has developed, updated and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services:

EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2022:

Task 1: Hosting and Support

Task 2: Layer (shape files) Updates and Maintenance

Task 3: Mapping and Review

EMH&T's proposal for these services is \$37,800.00 (total appropriation) to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT FOR 2022

WHEREAS, EMH&T has developed, updated, and maintained the City's GIS database, which is now hosted in the cloud through Amazon Web Services; and

WHEREAS, EMH&T will continue to manage the following tasks relating to the City's GIS system for 2022, hosting and support, layer (shape files) updates, maintenance, mapping, and review; and

WHEREAS, the EMH&T proposal for these services is \$37,800.00 and was included in the 2022 Budget.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T for GIS service maintenance and support.

SECTION 2. That to fund the project referred to in Section 1, an amount of \$37,800.00 and was included in the 2022 Budget of the following accounts.

44% from account 110.448.5339 (Miscellaneous Contract Services Service)

14% from account 260.268.5339 (Miscellaneous Contract Services Street)

14% from account 710.735.5339 (Miscellaneous Contract Services Water)

14% from account 720.736.5339 (Miscellaneous Contract Services Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services Stormwater)

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

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



November 1, 2021

Mr. William Dorman, Director
City of Reynoldsburg Public Service Department
7232 East Main Street
Reynoldsburg, OH 43068

SUBJECT: Proposal for 2022 GIS Services

Dear Mr. Dorman,

In continuation of our services for the City, EMH&T proposes to provide GIS Services for 2022. The services cover three distinct task areas which are summarized as follows and detailed in the remainder of this document:

- Task 1: Hosting and Support
- Task 2: Layer Updates and Maintenance
- Task 3: Mapping and Review

SCOPE OF SERVICES

Task 1: Hosting and Support

The Web GIS has proven itself to be mission critical for the City and has become central to operations and decision making. In addition, the City has committed to implementing the Work Order Center (WOC). EMH&T will provide the necessary servers, storage, software, bandwidth and expertise to keep these applications available and functioning. Required storage has increased in this round due to the addition of the CCTV data.

This proposal is dependent on the City maintaining their support for the ArcGIS for Server (now renamed ArcGIS Enterprise) software with ESRI directly as well as maintaining the URL domain presence for the GIS and WOC. The availability of the hosted system is dependent on the availability of Amazon AWS resources which have proven to be very reliable. Downtime of the hosted systems due to AWS failures is beyond the control of EMH&T, but we will ensure that AWS charges are not issued during extended periods (1 day or more) of unavailability.

The City owns a city site license for the GIS and WOC as well as all data within those applications. However, special requests for system data outside of the available forms and reports may result in separate proposals for services.

Task 2: Layer Updates and Maintenance

This task relates to the on-going update and maintenance of the data layers powering the Web GIS system that is being hosted by EMH&T for the City and any web services GIS layers required for the City's other

enterprise systems. There are now more than 25 layers included in the GIS. EMH&T proposes to maintain and update the layers through the calendar year. Work involved in this task will fall within the following two categories:

City Layers: EMH&T will perform updates necessary based on Council action or new construction.

EMH&T will accomplish this work based on plans being provided by the City. Plans to utilize in updates would include development plans, annexations, zonings and plans for other projects that do not have associated GIS maintenance budget. Permit records will also be utilized for updates, as provided.

Base Map: Updated base information will be integrated into the City GIS layers as it is made available from the relevant County Auditor GIS's on a quarterly basis.

As information is updated it will be loaded and configured in the web GIS, while that is hosted by EMH&T.

Task 3: Mapping and Review

EMH&T will provide services for address, annexation and zoning map production. EMH&T will also provide Liquor Control Board review services.

FEE AND SCHEDULE

EMH&T proposes to provide the above services for Thirty-Eight Thousand Dollars (\$38,000) including expenses and according to the following task breakdown:

Task	Description	Fee	Invoice Method
1	Hosting and Support	\$22,800	Lump sum, invoiced monthly
2	Layer Updates and Maintenance	\$12,000	Hourly, Not-to-exceed
3	Mapping and Review	\$3,000	Hourly, Not-to-exceed
Total		\$37,800	

Invoices will be submitted monthly based on progress. This agreement covers services for the 2022 calendar year.

Terms and Conditions of Professional Service

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We look forward to working with you in the successful completion of this project. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280 or email

me at dmair@emht.com. If this description and estimated budget meets with your approval, please signify with your signature below.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization to Proceed:

William Dorman
Director
City of Reynoldsburg, Ohio

Date

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

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: **Annual Agreement with EMH&T for Web GIS**
Upgrade/Enhancements (2022)

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Whereas; EMH&T has developed, updated and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services:

Whereas: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2022:

Task 1: Date Management

Task 2: Core Application Configuration

Task 3: City-Specific Customizations

Task 4: Deployment and Configuration

EMH&T's proposal for these services is \$23,380.00 (total appropriation) to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR WEB GEOGRAPHICAL INFORMATION SYSTEMS (GIS) UPGRADES/ENHANCEMENTS (2022)

WHEREAS: EMH&T has developed, updated, and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services; and

WHEREAS: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2022: hosting and support, layer (shape files) updates and maintenance, and mapping and review.

WHEREAS: EMH&T's proposal for these services is \$\$23,380.00 and was included in the 2022 Budget.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T for GIS service maintenance and support.

SECTION 2. That to fund the project referred to in Section 1, an amount of \$23,380.00 was included in the 2022 Budgets of the following accounts.

44% from account 110.448.5339 (Miscellaneous Contract Services Service)

14% from account 260.268.5339 (Miscellaneous Contract Services Street)

14% from account 710.735.5339 (Miscellaneous Contract Services Water)

14% from account 720.736.5339 (Miscellaneous Contract Services Wastewater)

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

14% from account 740.737.5339 (Miscellaneous Contract Services Stormwater)

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



November 1, 2021

Mr. William Dorman, Director
City of Reynoldsburg Public Service Department
7232 East Main Street
Reynoldsburg, OH 43068

SUBJECT: Proposal for Web GIS Upgrade / Enhancement

Dear William,

The City currently has an operating Web GIS based on ESRI technology. That system (Web GIS version 1) was implemented with the assistance of EMH&T and customized for the City's needs. Since that time, EMH&T has upgraded the application to Web GIS version 4. This is an upgraded application that provides convenient access to key GIS layers and information as well as makes available tools for management. Important in its development is that it is built using ESRI's latest technology which provides a state-of-the-art foundation for enhancement, customization, and integration.

The core features in the basic Web GIS v4 are listed at the end of this proposal. The City has requested some additional services related to 1) data management; and 2) custom features that are also proposed for implementation. EMH&T is pleased to provide this proposal for professional services to deploy the Web GIS upgrade and the associated services.

SCOPE OF SERVICES

EMH&T will work with the City to fully deploy the Web GIS v4 including associated data management as well as migrating City-specific customizations. The remainder of this section presents the details of those components and the tasks to address them.

Task 1 - Data Management

There are a number of data management tasks that will be performed to take advantage of new functions within the Web GIS as well as new data collected by and / or for the City. This task is included to complete those.

Security: The Web GIS v4 application is built to use service-oriented architecture where the GIS server publishes services for consumption within the application framework. Presently, the services are not secured. EMH&T will work with the City to implement secured services publishing.

Identifiers: The upgraded application gives direct access to all of the published GIS feature classes. Presently, some of those infrastructure feature classes have unique identifiers while others don't. EMH&T will recommend and then populate FACILITY ID's within each infrastructure feature class. This will aid in long-term tracking of assets and support integration with other applications.

New Data: Since the deployment of the initial application, the City has determined that additional infrastructure layers are desirable. This includes street signs, and signals. Some of these already have

data collected. EMH&T will work with the City to configure enterprise geodatabase data models for each of these datasets and load existing digital data including, if available, photos as attachments.

Attachments: The new application natively displays available attachments to include photos, etc. using the identify tool. EMH&T will enable attachments for infrastructure feature classes and help to migrate associated photos. Plan references will still be accessible by hyperlink.

Task 2 - Core Application Configuration

EMH&T will configure the Web GIS referencing City information, layers, and layout details. This will include all of the application functions shown at the end of this proposal and will include the layers currently configured as well as the improvements included within Task 1.

EMH&T and the City will need to decide on specific details related to layers. This includes display symbols, groupings, default display, etc. Some of the layers within the service-oriented architecture are published as “copied to the server”, while others are referencing enterprise geodatabase layers which immediately show updates. These configurations are not going to change with this project.

Task 3 - City-Specific Customizations

With the vast array of functions within the Web GIS v4, the need for customization beyond that is usually relatively limited. For the City of Reynoldsburg, we intend to make available the plan hyperlinks, the bridge inventory, plot / grade / utility plans, and the permits. These will be implemented in a similar fashion to the existing Web GIS.

Task 4 - Deployment and Configuration

In preparation for this task, EMH&T will upgrade the server platform components to include ArcGIS Server, SQL Server, and the Windows server operating system. This is a critical path item for this task.

After review and acceptance of all of the migrated functionality, EMH&T will deploy the draft application for hands-on testing. This will be deployed in a testing environment with the current GIS and the new GIS running concurrently. After a two-week period of review and testing by the City, EMH&T will address any remaining comments and deploy the final application, which will indicate completion of the project. Ongoing support will continue to be provided under our separate agreement. EMH&T will provide user documentation.

FEE AND SCHEDULE

EMH&T proposes to complete the listed scope of services for a fee not to exceed \$22,380 (Twenty-Three Thousand Three Hundred Eighty Dollars) according to the following breakdown:

TASK	FEE
Task 1 – Data Management	\$4,010
Task 2 – Core Application Configuration	\$12,840
Task 3 – City-Specific Customizations	\$3,040
<u>Task 4 – Deployment and Configuration</u>	<u>\$3,490</u>
TOTAL FEE	\$23,380

Invoices will be submitted monthly based on the progress of the work and are payable upon receipt. We anticipate completing the project within three (3) months from notice to proceed.

We look forward to working with you in the deployment of this valuable upgrade. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280 or email me at dmair@emht.com. If this proposal scope of services, fee and schedule meets with your approval, please signify your acceptance with your signature below.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization to Proceed:

William Dorman
Director
City of Reynoldsburg, Ohio

Date

Web GIS version 4 – Functions

1. Security – Control access to the system or layer groups by account roles. Encrypted passwords for authentication.
2. Search – Search by address, intersection, or infrastructure asset ID using publicly-accessible resources
3. Toggles – Control display of key layers and imagery by simple toggles prominently presented
4. View Control – Home / zoom in / out / previous / next / window / pan
5. Overview Window – Display overview map and control view area by dragging frame
6. Coordinates – Presents cursor coordinates for display on panel. Settings provide ability to change coordinate system or turn off display
7. Layer Control - The user can use this panel to control the display of each layer individually or by layer grouping.
8. Layer Legend – Presents legend to user of features within the current display
9. Identify – Show attributes of selected feature
 - a. Settings provided to hide empty / null fields and limit selection to specific layer groups
 - b. Settings provide the control over showing / hiding particular fields for any layer
 - c. Displays attachments when provided by the layer service
10. Identify – Improved to provide access to advanced functionality
 - a. Link to other documents (e.g. inspections) as made available
 - b. Parcels – Link to county auditor’s website for up-to-date information
 - c. Permits select attribute edits to specific features, by user role, when implemented
11. Location Tracking – System will locate user using GPS feed
12. Street View – Drag-able peg man to access additional views such as street view and birds-eye
13. Plan access – Hyperlink available for each asset that is linked
 - a. Integrates with Records Management System (RMS), when implemented, through Identify
14. Printing / plotting
 - a. Using numerous available templates
 - b. User-selected scale or map scale
 - c. Provide ability to add titles, dates, etc.
15. Drawings – Draw shapes and text assigning color and labels
 - a. Stored by machine / user for access on subsequent load
16. Measure – Measurement of distances and areas in various units
17. Reporting – Mailing list creation based on selected parcel
18. Bookmarks – Save user views for later review. The GIS administrator will be able to manage saved views that are accessible by all users.
19. Compare Imagery – As web services layers are available, the GIS can be configured to swipe between any two years of aerial photography for comparison purposes
20. Alerts – Provides quick access to reports associated with advanced features, when implemented
21. Web Services Layers – Configure access to layers for FEMA, NRCS, others as identified and available as WMS feature services
22. Responsive Design – Compatible with common desktop and mobile browsers and adapts layout to the available screen size

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: Contract for Street light Painting

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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SECTION 1. Request legislation for the Mayor to enter into contract with MARTIN PAINTING & CO. 2040 Longwood Ave. Grove City Ohio 43123

SECTION 2. That the price is not to exceed \$65,000 total with funds approved in the 2022 Budget coming from account #260-268-5339. The original quote was from the summer of 2021 of \$57,000. The additional amount of \$8,000, in an not to exceed amount, is to allow for the addition repairs or adding additional poles to paint.

I'm asking to waive competitive bidding for this contract.

No new appropriation is needed for this contract.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH MARTIN PAINTING & COATING CO. TO PAINT CITY LIGHT POLES AND
WAIVE COMPETITIVE BIDDING**

WHEREAS, the Street Department has determined that the current condition of the City streetlights needs maintenance to address faded paint and rust; and

WHEREAS, the City intends to contract with the sole contractor, Martin Painting & Coating Co.,

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

to repaint City streetlights in amount not to exceed \$65,000.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Martin Painting & Coating Co. in an amount not to exceed \$65,000 for repainting City streetlight poles.

SECTION 2. That an amount not to exceed \$65,000 was included in the 2022 Budget.

SECTION 3. That competitive bidding be waived as Martin Painting & Coating Co. is the only contractor regionally available and able to provide the specific services to provide professional pole painting services.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

martin

PAINTING & COATING CO.

2040 Longwood Avenue
Grove City, Ohio 43123
a suburb of Columbus

Phone 614.875.8733
Fax 614.875.6080
www.MartinPainting.com

Commercial Services

- Church Restorations
- Color Layout and Design
- Decorative Painting
- Metal Building Refinishing
- Painting and Wallcovering
- Wood Refinishing

Industrial Services

- Cleaning and Painting
- Crack Repair
- Degreasing
- Epoxy, Urethane and Non-skid Floors
- Lead Paint Abatement/Containment
- Sandblast, Waterblast, "Soft"blast
- Secondary Containment Systems
- Tank Coating and Lining

Specialty Services

- Fireproofing
- In-Shop Painting Facility
- Lead Paint Abatement
- Masonry Repairs
- Roof Coatings
- Swimming Pools
- Waterproofing

Qualified & Responsive To Your Needs

- Confined Space Entry Permitted
- Drug Free Work Force
- Full Time Safety & Environmental Officer
- Haz-com Compliant
- Lock-out Permitted
- Weekend, Shutdown, and Third Shift Crews



*Celebrating
"Over 55 Years of Excellence"*



TO: **Keith Kundtz** FROM: Ed Holycross
COMPANY: **City of Reynoldsburg** DATE: 7/21/2021
EMAIL: **KKundtz@ci.reynoldsburg.oh.us**

TOTAL PAGES: 1

Poles and Bollards

We are pleased to submit our proposal to provide the labor, material, tools, and equipment to prepare and paint (23) traffic light poles, (49) bell shaped bollards, (87) cobra head streetlight poles and (2) pedestrian crossing poles along Main Street as examined and discussed.

The scope of work includes:

1. Hand tool clean loose and peeling paint or rust, then wide down poles to remove dirt, dust or foreign matter.
2. Apply one coat of PPG Amerlock II epoxy primer.
3. Apply one coat of PPG Pitt Tech Plus semi-gloss (black).

Costs:

Traffic Light	\$ 984.00 each	\$ 22,632.00
Bell Shape Bollards	\$ 91.00 each	\$ 4,459.00
Cobra Head Streetlight	\$ 338.00 each	\$ 29,406.00
Pedestrian Crossing	\$ 132.00 each	\$ 264.00

Please note the following in the above proposal:

- We will use an arrow board and safety cones when on street.

Thank you for this opportunity to be of service. We look forward to working with you on this project. Please call me if you have any questions or need further information.

Sincerely,
Martin Painting & Coating Co.

Edward D. Holycross

Edward D. Holycross
(614) 578-7206

EdHolycross@MartinPainting.com

Attachment: Martin Painting (Contract for Streetlight Painting)

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

ORDINANCE REQUEST

DATE: **March 14, 2022**

TO: **Public Service and Transportation Committee**

RE: ODOT Salt Contract 2022-2023

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This ordinance allows the Mayor to enter in to contract with ODOT for the 2022/2023 salt bid.

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT PURCHASING CONTRACT

WHEREAS, the City of Reynoldsburg, Franklin County (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

d. The Political Subdivision hereby requests through this participation agrees to purchase Sodium Chloride (road salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov [<mailto:Contracts.Purchasing@dot.ohio.gov>](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

SECTION 1. That the Mayor hereby is granted authority in the name of the City of Reynoldsburg to sign a contract with the Ohio Department of Transportation for the annual winter contract and providing that funding has been authorized in the budget.

SECTION 2. That the Mayor is hereby authorized to agree in the name of the City of Reynoldsburg to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3. That the Mayor is hereby authorized to agree in the name of the City of Reynoldsburg to directly pay vendors, under each such contract of the Ohio Department of Transportation, which the City of Reynoldsburg participates, for items it receives pursuant to the contract.

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

SECTION 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.

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

DATE: **March 14, 2022**

TO: **Finance and Administration Committee**

RE: **Appropriate JEDD 1, 2, 3, 4, 7 Funds for Distribution**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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JEDD Administration - Non Emergency:

In order to make the distributions to all members of the JEDD agreements, the City of Reynoldsburg will need to increase our appropriations for anticipated distributions.

JEDD Administration - Non Emergency:

In order to make the distributions to all members of the JEDD Agreements, The City of Reynoldsburg will need to increase our appropriations for anticipated distributions.

Appropriate from the unappropriated JEDD fund as follows:

JEDD 1	941.000.5529	\$350,000
JEDD 2	942.000.5529	\$280,000
JEDD 3	943.000.5529	\$485,000
JEDD 4	944.000.5529	\$ 30,000
JEDD 7	947.000.5529	\$125,000

**AN ORDINANCE AUTHORIZING THE INCREASE OF APPROPRIATIONS FOR THE
VARIOUS CITY JEDD AGREEMENTS**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

WHEREAS, the City of Reynoldsburg, Ohio has five various JEDD agreements that require distribution to several municipal and other collaborative entities; and

WHEREAS, it has been deemed necessary to appropriate additional funds to all five JEDD agreements in order to make necessary distributions to all members.

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

SECTION 1. That JEDD 1, 2, 3, 4, and 7 require distribution of funds to all members associated with the JEDD agreements on a quarterly basis.

SECTION 2. That the following appropriations be made from the unappropriated JEDD funds as follows:

JEDD 1	941.000.5529	\$350,000
JEDD 2	942.000.5529	\$280,000
JEDD 3	943.000.5529	\$485,000
JEDD 4	944.000.5529	\$ 30,000
JEDD 7	947.000.5529	\$125,000

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