



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

City Council

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.reynoldsburg.gov

Mollie Prasher, Clerk of Council
614-322-6836

Monday, May 8, 2023

6:30 PM

Council Chambers

- 1. CALL TO ORDER**
- 2. INVOCATION - Councilmember Shanette Strickland**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**

- a. Minutes from April 24, 2023 Regular Council Meeting

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 with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting. 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. Presentation by Beth Fairman Kinney, Director of Community Outreach, Franklin County Auditor's Office
- b. Presentation by Lew Somogyi, Director of the Reynoldsburg Visitor's Bureau

8. PUBLIC HEARING

- a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio
- b. An Ordinance Authorizing the Mayor to Enter into the Northeast Ohio Public Energy Council (NOPEC) and the Execution and Delivery of the Agreement Establishing NOPEC and Approving the Bylaws of NOPEC for an Electric Aggregation Program, and Declaring an Emergency

- c. An Ordinance Approving the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency
- d. An Ordinance Authorizing the City to Enter into the Northeast Ohio Public Energy Council (NOPEC) Natural Gas Program, and Declaring an Emergency
- e. An Ordinance Approving the Plan of Operation and Governance for the NOPEC Natural Gas Aggregation Program for the Purpose of Jointly Establishing and Implementing a Gas Aggregation Program as a NOPEC Member, and Declaring an Emergency

9. PROCLAMATIONS

- a. A Motion to Recognize Kaushila Khanal Karmacharya

10. COMMUNICATIONS

11. REPORTS

a. Clerk of Court Report

- 1. Clerk of Court Report - January
- 2. Clerk of Court Report - February
- 3. Clerk of Court Report - April

b. Liquor Permit

- 1. J Nepal LLC

c. Development, Parks & Recreation Committee

- 1. An Ordinance Authorizing the Mayor to Purchase a Ford Pick-Up Truck for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, Appropriate Funds, and Declare an Emergency
- 2. A Resolution Authorizing the Mayor to Purchase a Ford Pick-up Truck for the Reynoldsburg Parks and Recreation Department and Waive Competitive Bidding

d. Public Safety, Law & Courts Committee

- 1. An Ordinance to Amend Section 549.07 and to Enact Section 549.09 of the Codified Ordinances for the City of Reynoldsburg for the Safe Storage of Firearms and Child Access Prevention

e. Public Service & Transportation Committee

- 1. An Ordinance Authorizing an Appropriation from the General Fund to the Sidewalk Construction Fund, and Declaring an Emergency

2. An Ordinance Authorizing the Mayor to Appropriate Additional Funds for Ohio Department of Transportation (ODOT) to Resurface State Route 256, and Declaring an Emergency
3. A Resolution to Authorize the Purchase of Furniture for Various Departments Within City Hall, Appropriate Funds Therefor, and Waive Competitive Bidding

f. Finance & Administration Committee

1. An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications, and Pay Grades for the City of Reynoldsburg, Ohio

12. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Purchase a Ford Pick-Up Truck for the Reynoldsburg Parks and Recreation Department and Waive Competitive Bidding

13. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Enter into the Northeast Ohio Public Energy Council (NOPEC) and the Execution and Delivery of the Agreement Establishing NOPEC and Approving the Bylaws of NOPEC for an Electric Aggregation Program, and Declaring an Emergency
- b. An Ordinance Approving the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency
- c. An Ordinance Authorizing the City to Enter into the Northeast Ohio Public Energy Council (NOPEC) Natural Gas Program, and Declaring an Emergency
- d. An Ordinance Approving the Plan of Operation and Governance for the NOPEC Natural Gas Aggregation Program for the Purpose of Jointly Establishing and Implementing a Gas Aggregation Program as a Nopec Member, and Declaring an Emergency
- e. An Ordinance to Repeal and Replace Ordinance No. 15-2023 Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services Relating to the Eastwood Public Infrastructure Project, Appropriating Funds, and Declaring an Emergency
- f. An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2023 Street Improvement Project, Appropriating Funds, and Declaring an Emergency
- g. An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology Inc. Pertaining to the 2023 Street Improvement Project (Preventative Maintenance), Appropriating Funds, and Declaring an Emergency
- h. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to Inspection Services for the 2023 Street Improvement Project and Sidewalk Maintenance Program, Appropriating Funds, and Declaring an Emergency
- i. An Ordinance Authorizing an Appropriation from the General Fund to the Sidewalk

Construction Fund, and Declaring an Emergency

- j. An Ordinance Authorizing the Mayor to Enter into a Contract for the 2023 Sidewalk Program Phase IX, Appropriating Funds, and Declaring an Emergency

14. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Authorizing the Mayor to Purchase a Ford Pick-Up Truck for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, Appropriate Funds, and Declare an Emergency
- b. An Ordinance Authorizing the Mayor to Appropriate Additional Funds for Ohio Department of Transportation (ODOT) to Resurface State Route 256, and Declaring an Emergency
- c. An Ordinance to Authorize the Purchase of Furniture for Various Departments Within City Hall, Appropriate Funds Therefor, and Waive Competitive Bidding
- d. An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications, and Pay Grades for the City of Reynoldsburg, Ohio

15. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Rosehill Townhomes (Woodmont Trace) Project
- b. An Ordinance Authorizing the Mayor to Appropriate Additional Funds for Star Consultants for Design Services for the Parks & Recreation/Service Building Project
- c. An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair, and Maintenance Program (2023)

16. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio
- b. An Ordinance to Authorize the Purchase of 2000 MXU Readers from Sensus for the Upgrade Program, Appropriate Funds Therefor, and Waive Competitive Bidding
- c. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2022 Juneteenth
- d. An Ordinance Appropriating Funds from the Unappropriate General Fund to Accounts in the Community Events Department from the 2022 Tomato Festival MPE Contract

17. OTHER COUNCIL MATTERS

18. UPCOMING MEETINGS

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Council President Leanora Jenkins called the meeting to order at 6:30 PM

Invocation - Tim Meier of The Alliance

PRESENT: Cotner, Baker (6:36 PM), Bryant, Jenkins, Strickland, Salvati, Pyakurel,
Lawson Rowe

ABSENT:

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – April 10, 2023

The regular meeting minutes of April 10, 2023 were approved as submitted.

RESULT: ACCEPTED

Community Comments

Councilmember Lawson-Rowe

Councilmember Lawson-Rowe wanted to share a few programs offered at the Licking County Health Department, she stated that one of the programs offered is called BCCP, the breast cancer and cervical program, and SAS, screening and support services for breast cancer. They offer free health screenings and possible treatment for those who are underinsured or have no insurance.

Mayor Begeny

Mayor Begeny stated that we will be seeing the finishing touches of the Main Street Project phase between Lancaster and Jackson to put in the road medians to provide some additional safety in that area. Further down Main Street, utility lines are being moved back further from the road and once AEP is done with that work, the City will begin its stormwater work on Main Street as well. Mayor Begeny stated that throughout the night there is also sewer work being done on Graham Road.



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Mayor Begeny stated that on April 29th there will be a community cleanup from 9am to noon at City Hall. There will also be paper shredding services, unused prescription pill disposal, bike donations, proper flag disposal, and technology returns at City Hall, and hazardous waste removal at Huber Park.

Mayor Begeny stated that the Reynoldsburg Connect email system is going to be changing and will change on May 1st. He stated that there will also be a community survey going out in the not too distant future. He stated that on May 17th from 4:30 to 6:30pm at the senior center there will be a build your own business workshop to help residents better understand what goes into starting your own business.

Presentation by Michael Wilkos of United Way Regarding Housing

Michael Wilkos stated that United Way invests in 92 non-profits in Franklin County; they're entirely focused on meeting basic needs, Student Success, hunger, homelessness, emergency crisis, kindergarten readiness, and that network of 92 nonprofits, which collectively employees 15,000 individuals, is really struggling under a lot of the changes that are taking place in our community. He stated that much of our work is included with organizations like Mid-Ohio Regional Planning Commission and the Affordable Housing Alliance of Central Ohio.

He explained we are a rapidly growing region, we've added 263,000 people in the last 12 years and while we have been growing the rest of the state has lost 20,000 individuals. What's happening here in Central Ohio is very different from the rest of the state. He explained that just 43% of all of the Metro growth between 2000 and 2010 occurred in Franklin County, yet between 2010 and 2020 70% of all of the growth in the 10 County Metro occurred in Franklin County. If you look at the region, we have never had growth this evenly distributed across Central Ohio. Everybody is growing, in blue are those communities that are growing faster than the county average of 13.8%, in orange or those that are growing, but not as quickly. To put this in perspective, they'll be 44 more people living in this County when you go to bed tonight than when you got up, and on an annual basis that's 16,000 more people every year in Franklin County. We've only been adding housing for 10,500 and every single year that's another 5,500 people where we haven't added housing for and now they're competing against each other for that fixed supply. All of the growth in the city of Columbus, fastest growth in 70 years, largest new American increase ever recorded in Columbus history, the city of Columbus has lost white residents in real number, meaning all of the growth of Columbus is due to diversity. He explained that this is the data for the whole county, it is not



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statistically significant that the white population of Franklin County only fell by a couple thousand people in real numbers, it is significant relative to the rapid population growth of every other racial group in the county. He stated that everybody didn't change in the same way, but everybody's changing at a similar rate except for Reynoldsburg which is actually changing at a faster rate than most communities. Despite this increase in diversity, here in red are the places in Franklin County that are homogeneous. If you look at that portion of bright red in the bottom left of the map that's very rural Franklin County, south of Grove City, we would not expect that to be very diverse. So, what are the most homogeneous places in 2020? They are Bexley, German Village, Grandview, Arlington, Clintonville, and Worthington. He stated that it's worth acknowledging that homogeneity can be both within the city limits of Columbus and within the Columbus School District, it's also in the suburbs, but five of those six homogeneous places were built under redlining and with restrictive covenants that prohibited people of color from living their originally and that is holding a century later. But, you look at Dublin and New Albany and Reynoldsburg, much more modern versions of suburban communities, and they are very diverse racially, linguistically, and culturally.

He stated that after 2010 the black middle class rapidly started to leave the 1950 boundaries of Columbus, it began to suburbanize and that suburbanization is heading Northeast and East. The largest drop in black population is in Franklinton, you see here pictures that were taken 10 years apart in that community, it started the beginning of the decade as Riverside Bradley created by the housing authority and ended the decade as a luxury apartment complex with studios, ones, and twos; the black population fell by 61%. By 1980, you begin to see this trajectory Northeast and East. By as recently as 2000, the vast majority of black Franklin County was still living inside the Beltway and by 2020 you see a very clear pattern of suburbanization. There's also a clear line that's running North and South through this map that happens to be the railroad track that hugs Interstate 71, which has been a race demarcation line for more than a century in this community.

He explained that the white population had the most significant drop in places like Northland, Eastland, and Westland. We started last decade as a county at 69% white, we ended just over 60% white. If this continued rate of change continues this decade, it will likely no longer be a racial majority in Franklin County as soon as 2030. Huge decreases were felt in Whitehall, Eastland, and Northland with regards to significant drop in the white population. And where is the white population going? It is moving inward. There is a flip flopping of racial musical chairs in many ways but the white families moving inward generally do not have school age children, and the families moving out of urban Columbus often do as they are seeking better school systems.



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Mr. Wilkos explained that we have the largest Asian community in the state, it is the most diverse. That Asian community near OSU is very different from the one in Dublin, which is different from the Asian Community here in Reynoldsburg. He explained that this map shows the growth of the Hispanic population in green, which is like many cultural communities once it reaches a certain size and that Hispanic Latino community surged from 55,000 to over 90,000, they are now choosing the entire geography of Franklin County.

Mr. Wilkos stated that he focused on the portion of Reynoldsburg in Franklin County which has been the existing portion of Reynoldsburg where you've had so much new growth outside the county. The white population, like Franklin County, is on the decline. The black growth is much more robust, the Asian growth clearly exploded, but every other racial demographic group is also on the rise. He stated that he thought it was interesting that the drop in the white population in numbers was actually was almost identical to the growth of the black population at the same time. When you compare what's happening in the Reynoldsburg portion of Franklin County to the rest of the county, you'll see some similarities and some differences. Population growth tracks along that of the county, again the white population is falling into greater rate and you see far more robust increase in diversity in the community. What is different however, is how diverse this part of the county is and while the diversity index went up by 10 points for the entire County, the diversity of Reynoldsburg went up 15 points, or the diversity increased at a 50% faster rate than the rest of Franklin County.

He stated that Reynoldsburg is not adding nearly enough housing, in fact just 562 housing units were added in the Franklin County portion of Reynoldsburg and yet somehow 4,919 additional people moved into that part of Reynoldsburg. How is that possible? It is possible for two very reasons: one, there are more people living in each housing unit. For decades the typical American Home has been getting fewer and fewer people living in that housing unit, that trend has stopped and reversed itself. What we saw in 2010 there were 2.3 people living in every unit in Reynoldsburg, and by the 2020 census that had gone up to 2.5 people. What that would mean is if all of that population growth was added in just the addition of new units, you would have had to put nine people inside every single apartment, house, and home. That's not what happened, what happened was you had a 52% reduction in the vacant housing that was reported by the US Census in 2010 there were 1,193 units sitting on occupied and by 2020 that was down to just 572. But the base got bigger because the community was growing and what that means is your housing vacancy rate fell by 75%. That is an indication of a couple things for me; the attractiveness of Reynoldsburg, the fact that larger families are coming, the fact that people are interested in Reynoldsburg schools.



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We have been under building housing and that is starting to catch up and that is one of the reasons why we see rents and home prices jumping. That housing production started to increase in 2021 and 22, we were stuck at building 9,000 units every single year from 2010 to 2020, and we need 14,000 units to meet the population growth. Our population growth, by the way half of that growth is driven by babies over deaths, 26% of that is coming from new Americans, the smallest part of our growth at 24% is coming from Americans who are leaving one city and coming to this one and those top 5 cities we are pulling people from are Cleveland, Dayton, Akron, Detroit, and Youngstown. We are an importer of mainly young people coming from nearby communities. What we now need to identify is that we must be building 19,000 to 21,000 units in order to dig us out of this housing dilemma that we found ourselves in. He explained that here's where we are now, in 2020 we've had the greatest scarcity of housing that's ever been recorded in the modern era and what this looks like over time in; 2010 this region had 107 housing units for every 100 households, by the 2020 census we were down to just 102 units for every 100 households, there is very little wiggle room left in the housing market if we replicate this decade what we just went through, by the time we get to 2030 there will be just 96 housing units for every 100 households that intuitively doesn't feel like it's possible. Many American cities, San Francisco, Portland, Seattle, Denver, Austin, are in a situation with less units than people which is causing two things; a huge escalation in rent and housing prices, and it's also pushing people to become homeless and unsheltered and in the system. So lastly, what we are building doesn't really match what we need. We need small units for young people who have yet to start a family, we need housing for seniors, and we need housing for large new American families. Very little of that product is getting built because of the preference on single family detached housing which is not how we are growing.

Because of all of this, we are rapidly losing what Columbus has had a gift for decades which is naturally occurring affordable housing; housing without an income gap that's not income qualified that allows people a good unit at a modest price or what we would say is under \$900, because of scarcity landlords are pushing those prices up and at the same time we're adding a large number of higher price units because land, lumber, and labor are running so high. That's caused this huge appreciation of a 56% jump in what a two bedroom apartment now costs in Franklin County that, of course, is an increase that is much faster than what's happening with our incomes. That's resulting in what he is most concerned about, which is this huge surge of evictions. Last year there were 20,900 evictions found in Franklin County, which was the highest ever recorded. But if you look at writs of restitution, those red tags that are put on the doors, or most importantly how many people are being set out because



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they couldn't navigate that housing, just 744 setouts occurred last year out of 20,900 filings. We have never seen setouts this low, it is this low because there has been so much money that has come into this community from the federal government to help people be stable in their housing. That money will run out, there is good news on the horizon where a significant amount of additional money should be coming very soon which will probably get us to 2026. There's no reason for us to believe that we will see rents fall or people's incomes dramatically increase. He stated what he would be most concerned about is that if we get back to normal levels of setouts as a ratio of filings, we could see 2500 to 3000 families having their belongings set out on the street.

Mr. Wilkos stated that we're going to continue to grow, MORPC now says we will grow to 3.15 Million by 2050, that's about a 750,000 person increase. That means there's just going to have to be a lot more housing, it's probably going to have to be more compact, denser, and more diverse.

He stated that there are huge increases in diversity, that big diversity increase is really Northeast and East; Westerville, Gahanna, New Albany, Whitehall, Reynoldsburg, and Pickerington, tends to be the epicenter of that diversity. All of the growth of Franklin County, in Columbus, is now due to diverse populations. We've not been building enough housing but what we are building is no longer meeting the demographics, and it is his belief that these double digit increases in both for sale prices and rent are likely here to stay.

Councilmember Strickland asked how gentrification plays a role in this shifting of populations and if they have discussed these issues with developers. Mr. Wilkos explained that he has discussed it with some developers because they are interested in how this could affect their businesses. He stated that he normally works with the board of trustees of nonprofits, the staff of those nonprofits, and also the companies that help United Way raise money so they can invest in these programs. He stated that pertaining to the issue of gentrification, it is complicated and no one really knows. He stated that there was a 16 year study done on an area outside of downtown that showed the movement of both age and race and they saw that while the neighborhood grew by 550 people but kicked out 1600 seniors and 1100 children so it actually added 3100 adults. He explained that when you see members of the communities getting kicked out because they are not part of the labor force and can no longer afford to live there, that is gentrification. This study found that only 4% of the County was experiencing gentrification but 43% are experiencing displacement. He explained that gentrification is when wealthy people move into your neighborhood and they change the culture and identity of that community, housing prices and taxes go up and longtime



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residents can no longer afford it. Displacement is when nothing has changed yet prices go up until people can no longer afford where they live but it has nothing to do with wealthy people moving in. He stated that when half of the County is experiencing gentrification or displacement, it doesn't really matter which one because they are all vulnerable to losing stable housing.

Councilmember Bryant asked how this aligns with what MORPC was presenting recently. Mr. Wilkos stated that he is not a spokesperson for MORPC but did serve on their regional housing strategy and there is a regional housing strategy report and coalition that is being built across governments and the nonprofit sector. He stated that he loves what MORPC has done because they have tactical solutions to the problems we are facing.

Councilmember Baker asked about this issue of food deserts in the area. Ms. Wilkos stated that he believes some of this issue comes from chain stores closing down in growing areas because those managers do not have the flexibility to change what is being sold to fit the needs of that community. Smaller, locally owned stores can change and shift as the populations change, so they have the ability to adapt to the environments they are in.

Mayor Begeny thanked Mr. Wilkos for giving this presentation. Mayor Begeny stated that he believes our growth and diversity is the strength of our community. He stated that as an entire region we have to continue to build homes to keep up with the growth we are seeing across Central Ohio.

Public Hearing

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

As no one appeared to speak, President Jenkins left the Public Hearing open until the May 8th Council meeting.

An Ordinance Authorizing the Mayor to Enter into the Northeast Ohio Public Energy Council (NOPEC) and the Execution and Delivery of the Agreement Establishing NOPEC and Approving the Bylaws of NOPEC for an Electric Aggregation Program, and Declaring an Emergency



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As no appeared to speak, President Jenkins left the Public Hearing open until the May 8th Council meeting.

An Ordinance Authorizing the City to Enter into the Northeast Ohio Public Energy Council (NOPEC) Natural Gas Program, and Declaring an Emergency

As no appeared to speak, President Jenkins left the Public Hearing open until the May 8th Council meeting.

An Ordinance Approving the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency

As no appeared to speak, President Jenkins left the Public Hearing open until the May 8th Council meeting.

An Ordinance Approving the Plan of Operation and Governance for the NOPEC Natural Gas Aggregation Program for the Purpose of Jointly Establishing and Implementing a Gas Aggregation Program as a NOPEC Member, and Declaring an Emergency

As no appeared to speak, President Jenkins left the Public Hearing open until the May 8th Council meeting.

Reports

Auditor's Report

The Auditor's Office submitted the budget by department and classification for the months of January and February, 2023.

AUDITOR'S REPORT JANUARY, 2023

AUDITOR'S REPORT FEBRUARY 2023



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Liquor Permit

ARCHANA INTERNATIONAL GROCERY LIQUOR PERMIT

Deputy Chief Grizzell stated that this is a new liquor permit request for Archana International Grocery, LLC located at 7770 East Main Street and the owner is Govinda Ghimiray. The permit is for a C1/C2 permit which allows for carryout beer sales until 1am and wine and mixed beverages for on premises consumption or carryout in the original sealed containers until 1am. This businesses location would not have an adverse effect on the operation of any hospitals, schools, or playgrounds. She explained that there is no legal reason to deny the request, so they recommend that they do not request a hearing.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for April 24, 2023.

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

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

Director Meyer explained that this Ordinance was to change to make changes to the zoning code. These recommended changes were presented to the Planning and Zoning Board and their recommendations have been included in this packet.

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

A Resolution Authorizing the Mayor to Sign a Memorandum of Understanding with Franklin County Public Health Department Developing a Complete Streets Policy TEAM for the City of Reynoldsburg.

Director Meyer explained that this Resolution was to establish an agreement between Reynoldsburg and Franklin County Public Health for the Complete Streets Team. He



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stated that they completed a study last year using traffic and accident data on Brice Road and Main Street to identify areas with high accident counts. He stated that Complete Streets would help create a plans and policies to make those traffic areas safer, not only for vehicular traffic but also pedestrian and other forms of transportation.

Councilmember Pyakurel moved to forward this Resolution to Council for approval. Second by Councilmember Lawson-Rowe. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for April 24, 2023.

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

An Ordinance to Amend Section 549.07 and to Enact Section 549.09 of the Codified Ordinances for the City of Reynoldsburg for the Safe Storage of Firearms and Child Access Prevention

Councilmember Baker asked what level misdemeanor penalty this ordinance would attach. Attorney Shook stated that it depended on the situation. He stated that on the possession side, it would be a misdemeanor in the first degree and then on the safe storage section, it was a misdemeanor of the second degree, with no harm caused. It was a misdemeanor of the first degree if there was physical harm caused, and a misdemeanor of the unclassified degree if it was brought into a school facility. Councilmember Baker asked if it could be uniform across the board. Attorney Shook stated that was possible if Council preferred.

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



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Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for April 24, 2023.

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

An Ordinance to Repeal and Replace Ordinance No. 15-2023 Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services Relating to the Eastwood Public Infrastructure Project, Appropriating Funds, and Declaring an Emergency

Director Dorman explained that the Ordinance was the same from last time as it was discussed in committee. After consulting with the Auditor, they needed to change the account where the appropriation was coming from.

Councilmember Strickland moved to forward this Ordinance to Council for emergency approval. Second by Councilmember Lawson-Rowe. Motion carried.

An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with the Rosehill Townhomes (Woodmont Trace) Project

Director Dorman stated that this Ordinance was for the attached townhomes being built on Rosehill Drive near the school. They were now bringing the infrastructure improvements to Council to be accepted for the project.

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

An Ordinance Authorizing the Mayor to Appropriate Additional Funds for Star Consultants for Design Services for the Parks & Recreation/Service Building Project

Director Dorman stated that this Ordinance was for the service building project, which has been discussed for several years. He stated that this was approved last year, but could not officially start until the school board donated the property.



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

An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2023 Street Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this Ordinance was for the City street program. He stated that they will door tag the houses that were affected by this pavement work.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to Inspection Services for the 2023 Street Improvement Project and Sidewalk Maintenance Program, Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this Ordinance is to allow EMH&T to inspect the previously discussed project.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology Inc. Pertaining to the 2023 Street Improvement Project (Preventative Maintenance), Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this Ordinance was for the 2023 street preventative maintenance program, which would allow streets to stay in good shape for five to ten years longer than normal.

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



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An Ordinance Authorizing the Mayor to Enter into a Contract for the 2023 Sidewalk Program Phase IX, Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this Ordinance was for the 2023 sidewalk program. He explained that any streets worked on this year would also have the sidewalks inspected and repaired as needed.

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

An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair, and Maintenance Program (2023)

Director Dorman stated that this Ordinance has to be introduced every year to allow them to describe the areas they are working on and secure the authority to do the necessary assessments.

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

A Resolution to Repeal and Replace Resolution No. 2023-28 Authorizing the Mayor to Enter into an Agreement with Tyler Technologies for the Purchase EnerGov Software Suite and Related Services

Director Dorman stated that this Resolution was needed to update the quote from Tyler Technologies in the legislation because an older quote was used in the original Resolution and the price had increased.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Lawson-Rowe. Motion carried.

There was no Finance & Administration Committee meeting.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 24, 2023**

Consent Agenda for Resolutions

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

2023-35

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH FRANKLIN COUNTY PUBLIC HEALTH DEPARTMENT DEVELOPING A COMPLETE STREETS POLICY TEAM FOR THE CITY OF REYNOLDSBURG. --- Pyakurel. Development, Parks and Recreation Committee.

2023-36

A RESOLUTION TO REPEAL AND REPLACE RESOLUTION NO. 2023-28 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES FOR THE PURCHASE ENERGОВ SOFTWARE SUITE AND RELATED SERVICES --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Emergency Adoption

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

31-2023

AN ORDINANCE TO ACCEPT REAL PROPERTY FROM THE REYNOLDSBURG BOARD OF EDUCATION, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 24, 2023**

32-2023

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT TO PURCHASE NEW FURNITURE, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
----------------	----------------------------

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 15-2023 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES RELATING TO THE EASTWOOD PUBLIC INFRASTRUCTURE PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE ROSEHILL TOWNHOMES (WOODMONT TRACE) PROJECT --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO APPROPRIATE ADDITIONAL FUNDS FOR STAR CONSULTANTS FOR DESIGN SERVICES FOR THE PARKS & RECREATION/SERVICE BUILDING PROJECT --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2023 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 24, 2023**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2023 STREET IMPROVEMENT PROJECT (PREVENTATIVE MAINTENANCE), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE 2023 STREET IMPROVEMENT PROJECT AND SIDEWALK MAINTENANCE PROGRAM, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2023 SIDEWALK PROGRAM PHASE IX, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR, AND MAINTENANCE PROGRAM (2023) --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Second Reading

RESULT:	REFERRED TO COUNCIL
----------------	----------------------------

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE TO AMEND SECTION 549.07 AND TO ENACT SECTION 549.09 OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG FOR THE SAFE STORAGE OF FIREARMS AND CHILD ACCESS PREVENTION --- Bryant. Public Safety, Law and Courts Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 24, 2023**

AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC NATURAL GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING A GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) NATURAL GAS PROGRAM, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) AND THE EXECUTION AND DELIVERY OF THE AGREEMENT ESTABLISHING NOPEC AND APPROVING THE BYLAWS OF NOPEC FOR AN ELECTRIC AGGREGATION PROGRAM, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC ELECTRICITY AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRICITY AGGREGATION PROGRAM, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT FROM THE 2022 TOMATO FESTIVAL MPE CONTRACT --- Salvati. Finance and Administration Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE COMMUNITY EVENTS DEPARTMENT FROM THE 2022 JUNETEENTH EVENT --- Salvati. Finance and Administration Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 24, 2023**

Other Council Matters

Councilmember Baker thanked police, teachers, firefighters, nurses, doctors, retail workers, and all those who continued to work throughout the pandemic.

Councilmember Pyakurel wanted to encourage everyone to come out to the April 29th community clean-up day.

Upcoming Meetings

May 4, 2023 Planning & Zoning Board

May 8, 2023 Council

May 18, 2023 Planning & Zoning Board

May 22, 2023 Council

May 29, 2023 Memorial Day City Offices Closed

Adjournment

Leanora Jenkins, President of Council

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

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

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

2023 Zoning Updates include amendments to the zoning process for refining illustrations, glossary definitions, sustainability standards, accessory structures, driveway standards, fence placement, and special event allowances.

A decorative graphic consisting of two solid red squares. The square on the left is larger and positioned to the left of the title. The square on the right is narrower and taller, positioned to the right of the larger square and to the left of the title.

REYNOLDSBURG ZONING CODE

REYNOLDSBURG, OH
2023

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1101

INTRODUCTION AND HOW TO USE THIS CODE

Introduction and How to Use this Code

SECTION 1101.01 TITLE

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

SECTION 1101.03 PURPOSE AND INTENT

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

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

SECTION 1101.05 APPLICABILITY

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

SECTION 1101.07 ZONES, DISTRICTS AND OVERLAYS

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

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

INTRODUCTION AND HOW TO USE THIS CODE

DISTRICTS	SYMBOL	REPLACES
DISTRICTS		
Olde Reynoldsburg Commercial District	ORD-C	HOD
Olde Reynoldsburg Neighborhood District	ORD-N	HOD
Brice and Main District	BMD	N/A
East Main District	EMD	N/A
OVERLAYS		
Flood Plain Overlay District	FPO	No change
Historic Overlay District	ORD-C; ORD-N	HOD

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

SECTION 1101.09 ZONING MAP

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

SECTION 1101.11 RULES FOR INTERPRETING DISTRICT BOUNDARIES ON THE ZONING MAP

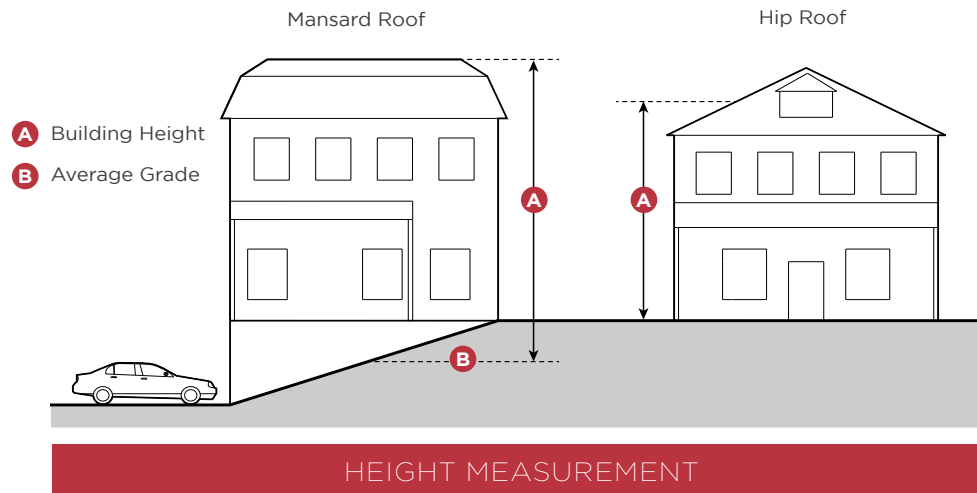
- A. The following rules shall apply to the interpretation of district and zone boundaries on the Zoning Map:
- i. Boundaries indicated as approximately following the centerlines of streets, highways, or alleys shall be construed to follow such centerlines;
 - ii. Boundaries indicated as approximately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

SECTION 1101.13 RULES OF MEASUREMENT AND CALCULATION

A. Height Measurement

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

INTRODUCTION AND HOW TO USE THIS CODE



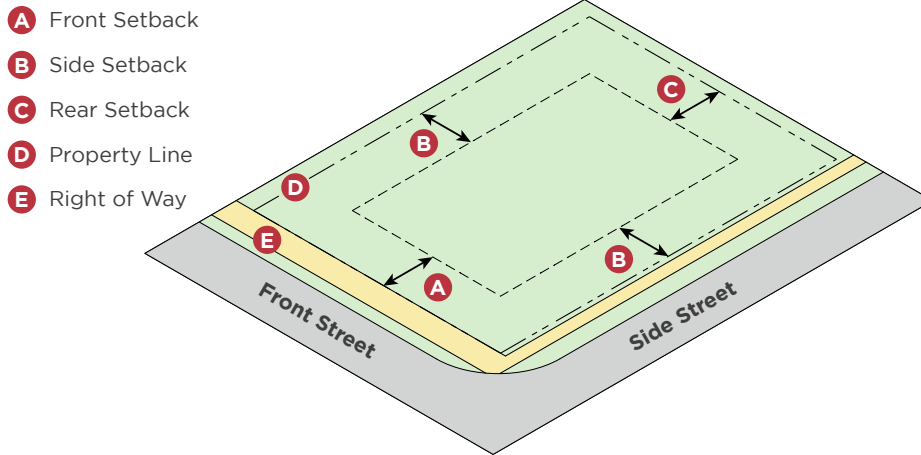
limit.

B. Measuring Distance

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

C. Measuring Setbacks

- i. The front street setback is measured at a right angle from the private and/or public right-of-way line.
- ii. Where a lot extends through the block from street to street, the required front yard must be provided along each street.
- iii. The side street setback is measured at a right angle from the side street right-of-way line.
- iv. The rear setback is measured at a right angle from the rear lot line or the rear right-of-way or easement line where there is an alley. The rear lot line is the lot line opposite to the front street lot line. Where there is more than one front street, the Planning and Zoning Administrator will determine the rear lot line

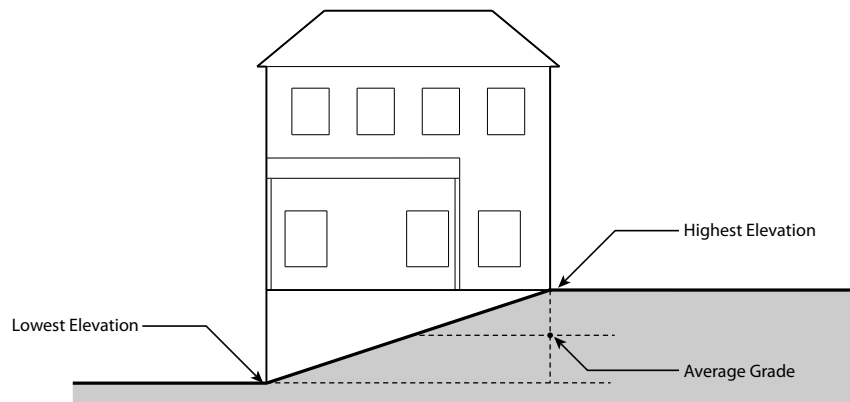


MEASURING SETBACKS

- v. All lot lines which do not front a street, side street or rear lot lines are considered side interior lot lines.
- vi. For the purpose of measuring setbacks, side interior setbacks are measured at a right angle from the side lot line.

D. Determining Average Grade

- i. Average grade is determined by calculating the average of the highest and lowest elevation along



DETERMINING AVERAGE GRADE

INTRODUCTION AND HOW TO USE THIS CODE

natural or improved grade (whichever is more restrictive) along the front of the building parallel to the front street setback line.

E. Yards, Open Space, and Parking

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

F. Lot or Yard Dimensions

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

G. Permitted Encroachments into Setbacks

- i. Fences and walls may encroach into a required setback.
- ii. Sidewalks and driveways may encroach into a required setback.
- iii. A required buffer yard may encroach into a required setback.
- iv. Landscaping may encroach into a required setback.
- v. Building eaves, roof overhangs, gutters, downspouts, light shelves, bay windows and oriels less than ten (10) feet wide, chimneys, flues cornices, belt courses, sills, buttresses or other similar architectural features may encroach up to three (3) feet into a required setback, provided that such extension is at least two (2) feet from the vertical plane of any lot line.
- vi. Unenclosed patios, decks, terraces or porte cochere may encroach into a side interior or rear setback, provided that such extension is at least three (3) feet from the vertical plane of any lot line.
- vii. An awning, canopy or gallery may encroach into a front or side street setback provided that such extension is at least one (1) foot from the vertical plane of any lot line.
- viii. Front porches may encroach into a front setback provided that such encroachment is no greater than six (6) feet from the front building facade, and no closer than 10 feet from the vertical plane of any lot line.

SECTION 1101.15 RULES OF INTERPRETATION

- A. Whenever a defined word appears in the Code, its meaning is as set forth in this article. Words not defined in this Code are interpreted in accordance with their usual dictionary meaning and customary usage.
- B. All references to other regulations or manuals in this Code refer to the most current version and citation for those regulations or manuals, unless expressly indicated otherwise. When the referenced regulations

or documents have been repealed and not replaced by other regulations or manuals, Code requirements for compliance are no longer in effect.

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

SECTION 1101.17 MINIMUM REQUIREMENTS

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

INTRODUCTION AND HOW TO USE THIS CODE

herein shall be minimum regulations and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided.

SECTION 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. Annexed land may be incorporated into one or more zoning districts provided the applicant files a development plan satisfying the requirements of Chapter 1109.~~2123~~ that depicts the proposed zoning classification(s) for the annexed land.

SECTION 1101.21 PRIVATE PROVISIONS

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

SECTION 1101.23 CONFLICTING PROVISIONS

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

SECTION 1101.25 DETERMINATION OF LAND USES NOT LISTED IN THIS CODE

- A. It is recognized that this Code may require interpretation to assign all possible uses to individual zones or districts. Therefore, any use which is not specifically set forth in this Code shall be reviewed by the Planning and Zoning Administrator for consistency with the intent set forth in each district and for compatibility with use characteristics typical of uses permitted within those zones or districts. Based upon this review, the Director of Development shall determine the appropriate district or zone for any

use which is not specifically set forth herein. In case of disagreement with the determination of the Director of Development in assigning a use to an appropriate district or zone, any aggrieved party may file an appeal with the Board of Zoning and Building Appeals.

SECTION 1101.27 SAVING PROVISION FOR PENDING ENFORCEMENT ACTIONS

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

SECTION 1101.29

HOW TO NAVIGATE THIS CODE:

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

1103

DISTRICTS AND ZONES

Districts and Zones

SECTION 1103.01 INTENT

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

SECTION 1103.03 COMPLIANCE WITH REGULATIONS

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

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

SECTION 1103.05 OFFICIAL SCHEDULE OF DISTRICT REGULATIONS ADOPTED

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

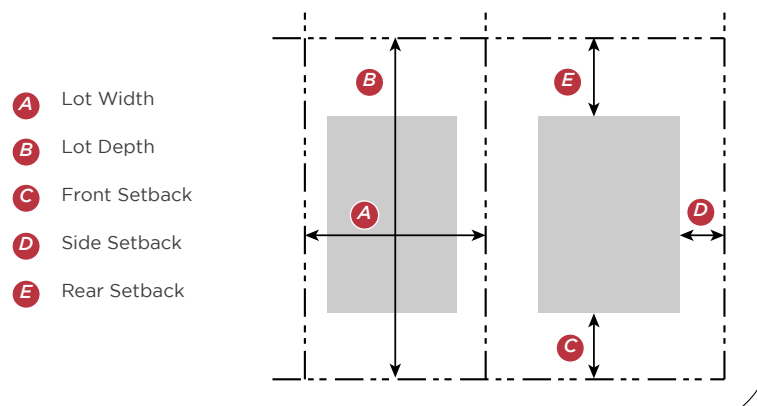
SECTION 1103.07 BUILDING TYPOLOGIES

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

SECTION 1103.09 DEVELOPMENT STANDARDS

Figure 1103.09 A below illustrates the key terms applicable to the development standards included for each development typology. These key terms are illustrated as follows:

FIGURE 1103.09: STANDARDS KEY TERMS



DISTRICTS AND ZONES

This Chapter is divided into four districts (the Olde Reynoldsburg Center, (ORD-C) the Olde Reynoldsburg Neighborhood (ORD-N), the Brice and East Main Street and the East Main Street Insight districts) and five zones. Districts are specific contiguous geographies with the city that have similar existing or desired development patterns. Districts may include numerous blocks of different uses and building types that form the character of each district. The regulations applied to each district respect the unique development pattern while promoting desired outcomes within. Zones are not all contiguous and are mapped across the city primarily based on existing and desired use patterns and distinguish between disparate uses without respect to a specific geographies.

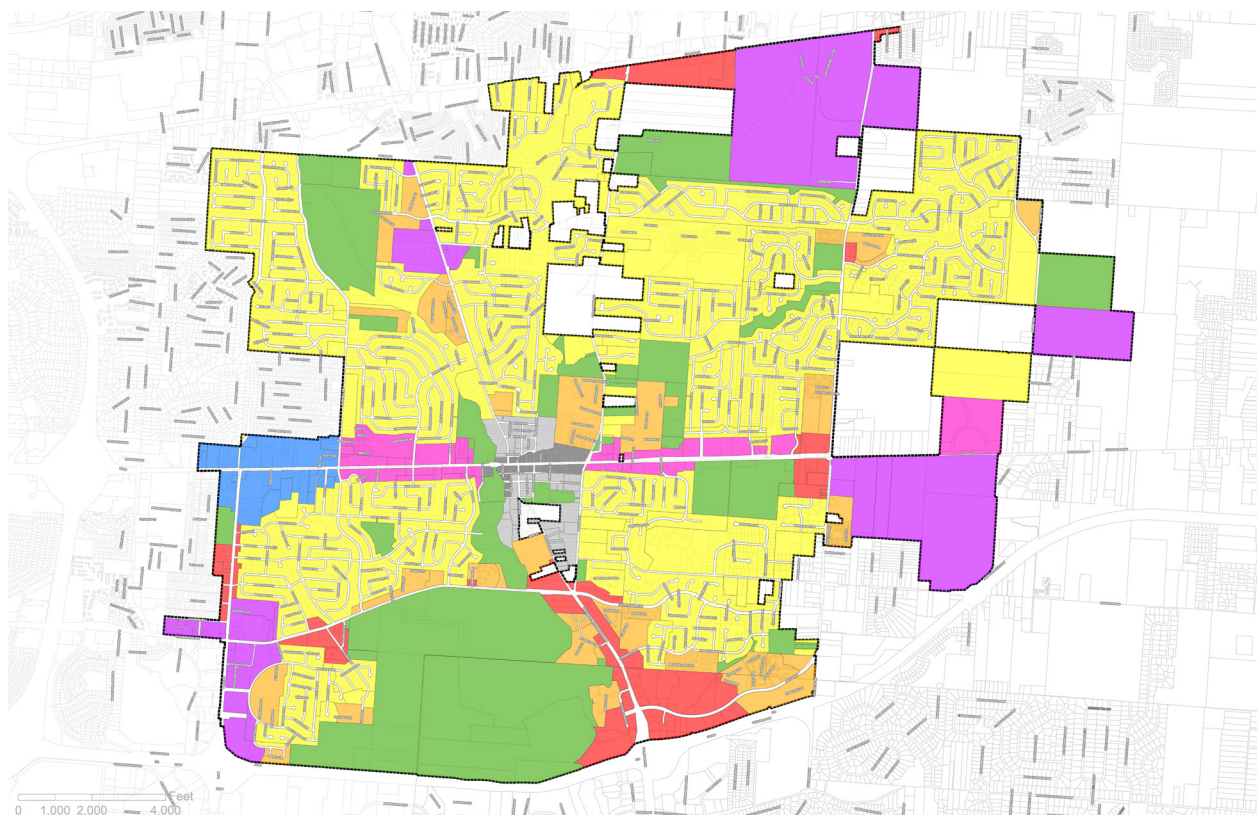


TABLE 1103.10 DISTRICT AND ZONES MAP

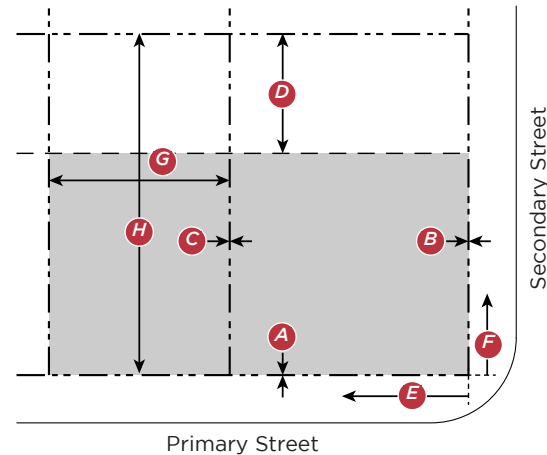
LEGEND

	SR Suburban Residential Zone		ORD-C Olde Reynoldsburg Commercial District
	RM Residential Medium Zone		ORD-N Olde Reynoldsburg Neighborhood District
	CC Community Commercial Zone		EMD East Main Street District
	I Innovation Zone		BMD Brice and Main District
	OS Open Space / Schools Zone		

SECTION 1103.11 OLDE REYNOLDSBURG COMMERCIAL DISTRICT (ORD-C)



Image: Aerial view of the Old Reynoldsburg Commercial District



Key for Diagrams

--- Lot Line

--- Setback Line

Buildable Area

A. INTENT

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

B. ALLOWED BUILDING TYPES

The building types allowed in the ORD-C are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the allowed building type and setback dimensions. See this Chapter 1103.27 (Building Typologies) for detailed design standards.

ALLOWED BUILDING TYPES

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

C. BUILDING PLACEMENT

Build-to-Zone (BTZ)	E Main St Fronting	Commercial District	
Front	0'-15'	NA	A
Side Street, corner lot	0'-10'	NA	B

Setback

Front	NA	5' min	A
Side Street, corner lot	NA	10' min	B
Side	0' min	5' min	C
Rear		30' min	D
Lot Coverage	NA	70%	

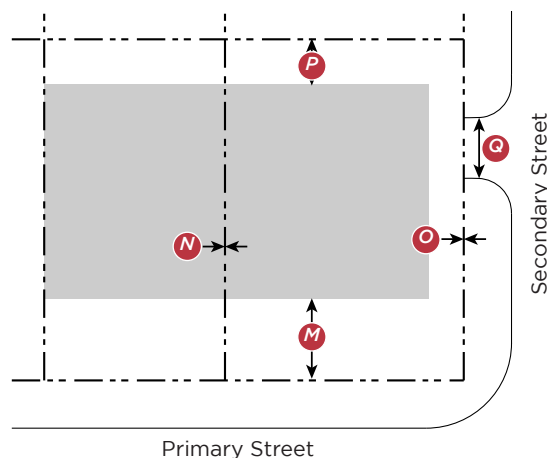
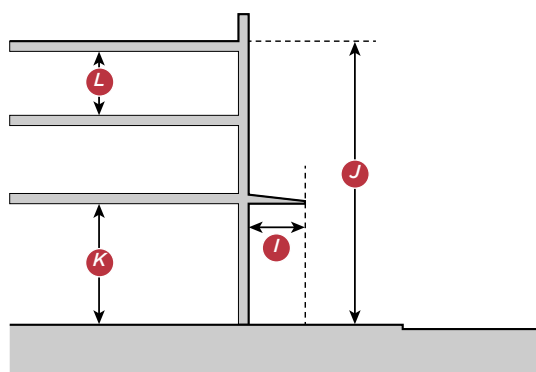
Building Form

Primary Street built to BTZ	30% min	NA	E
Side Street, Corner Lot built to BTZ	30% min	NA	F
Lot Width	30' min	40' min	G
Lot Depth	NA	NA	H
Lot Frontage	30' min	40' min	

Notes

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

DISTRICTS AND ZONES



Key for Diagrams

--- Lot Line

--- Height Line

Buildable Area

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

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

D. BUILDING FORM

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

1. Encroachments into Setback

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

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

Notes

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

2. Height

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

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

Notes

Mansard roofs permitted with administrative approval.

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

E. Parking Placement

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

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

Required Spaces (E Main Street)

Ground Floor	
Uses < 3,000 sf	No off-street parking required
Uses =/ > 3,000 sf	1 space/400 sf
Upper Floors	
Residential uses	1 space/unit; .5 space/studio
Other uses	1 space/450 ft

Notes

Parking Drive Width	15'	
*Or as required by Fire Department		
On corner lots, primary parking drive shall not be located in primary street.		
Shared drives are encouraged between adjacent lots to minimize curb cuts along the street.		
Parking may be provided off-site within 1,300' or as shared parking. Shared parking may count up to a 30% reduction in total parking required.		
Bicycle parking must be provided and in a secure environment and be ground mounted with a clear width of 32 inches and clear length of 84 inches. At least one bicycle space shall be provided for every 1,000 square feet of gross floor area of the principle building.		
See Chapter 1105.01 for further parking regulations.		

F. Frontage Types

See this Chapter 1103.31 (Frontage Type Standards) for detailed standards for each frontage type.

Frontage Type	Primary Street	Secondary Street	Reference
Shopfront	Allowed	Allowed	1103.31 (A)
Patio	Allowed	Allowed	1103.31 (B)
Yard	Allowed	Allowed	1103.31 (C)
Raised Yard	Allowed	Allowed	1103.31 (D)
Porch	Allowed	Allowed	1103.31(E)
Stoop	Allowed	Allowed	1103.31 (F)
Terrace	Allowed	Allowed	1103.31 (G)
Forecourt	Allowed	Allowed	1103.31 (H)
Streetwall	Allowed	Allowed	1103.31 (I)

G. Allowed Open Space Types

The open space types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum open space type and setback dimensions. See this Chapter 1103.29 (Open Space Typologies) for detailed standards.

Allowed Open Space Types	Reference
Greenway and Trail	1103.29 (A)
Park	1103.29 (F)
Nature	1103.29 (J)
Sport Field	1103.29 (G)

H. Allowed Land Uses and Permit Requirements

1. The land uses allowed by this Code are listed in Table 1103 A (Allowed Land Uses and Permit Requirements) below, together with the type of planning permit required for each use. Each land use listed in Table 1103 A (Allowed Land Uses and Permit Requirements) is defined in Chapter 1113 (Glossary of Terms)

2. Establishment of an Allowable Use

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

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

c. A land use that is not listed in Table 1103 A and is determined by the Director to not be included in the definition listed in Chapter 1113 A (Glossary of Terms), is not allowed, unless the Director finds that the proposed use is similar to, compatible with, and will not involve a greater intensity than a listed use and such use is consistent with the purposes of the zone, the Comprehensive Plan, and any applicable City plan.

DISTRICTS AND ZONES

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

ANIMAL SERVICES

Boarding/Kennel	C	
Grooming	P	
Veterinary	P	

COMMUNITY FACILITIES

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

CONGREGATION

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

CULTURAL

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

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

DWELLING

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

FOOD AND BEVERAGE

Bakery - Retail	P	
Beverage - Brewing and Distilling	P	Produces less than 15,000 barrels.
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	P	
Beverage Sales and Retail	P	
Food Sales - Small Format Grocery	P	See definition
Food Sales-Farm	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

EDUCATION

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

HEALTH / WELLNESS

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

MANUFACTURING / PROCESS / INNOVATION

Manufacturing - Artisan	P	
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MEDICAL

Medical Office	P	No overnight patients
Medical - Clinic	P	
Medical Marijuana - Dispensary	C	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

OFFICE

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

PERSONAL SERVICES

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

RECREATION

Studio - Art	P	
Studio - Gymnastics/ martial arts	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS

Allowable Use	P
Conditional Use	C

DISTRICTS AND ZONES

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

SALES AND EXHIBITION

Antique Shop	P	80 percent of goods must be 30 years or older or have collectible value.
Auction Facility	P	Excludes livestock and motor vehicle auctions.
Gallery - Art	P	
Garden Center - Indoor and Outdoor	C	
Retail - Convenience without gasoline	P	
Retail - Large Format	P	
Retail - Medium Format	P	
Retail - Pharmacy	P	
Retail - Shopping Center - Enclosed	P	
Retail - Shopping Center - Outdoor	P	
Retail - Small Format	P	

TOURISM / VISITING

Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	P	Fewer than 30 rooms
Overnight Lodging - Hotel	P	
Overnight Lodging - Limited Service	P	
Overnight Lodging - Resort	P	

Allowable Use	P
Conditional Use	C

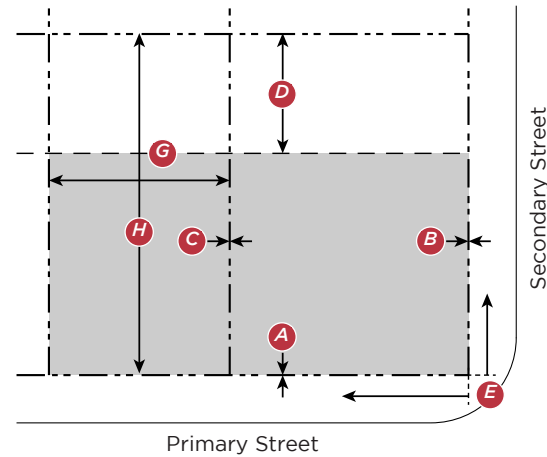
SECTION 1103.13 OLDE REYNOLDSBURG NEIGHBORHOOD DISTRICT (ORD-N)



Image: Aerial view of the Old Reynoldsburg Neighborhood District

Key for Diagrams

-- Lot Line - - - - - Setback Line Buildable Area



A. INTENT

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

B. ALLOWED BUILDING TYPES

The building types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum building type and setback dimensions. See Chapter 1103.27 (Building Types) for detailed design standards.

ALLOWED BUILDING TYPES

Detached Single-Family Building	Small Flex Retail Building
Attached Single-Family Building	Institutional Flex Building
Duplex Building	Community Center Building
Multi-Unit Building	ADU (Accessory Dwelling Unit)

C. BUILDING PLACEMENT

Setback

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

Building Form

Lot Width	35' min	G
Lot Depth	NA	H
Lot Frontage	35' min	E

Notes

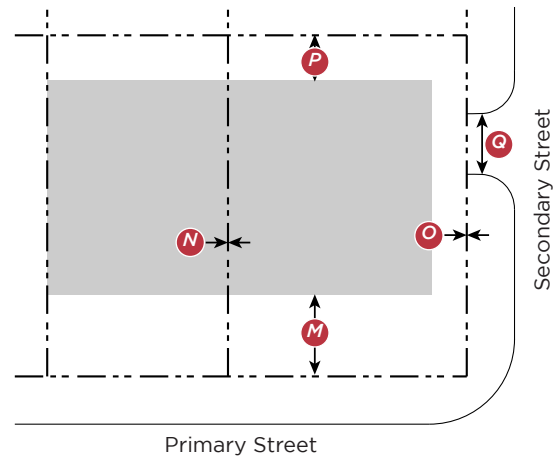
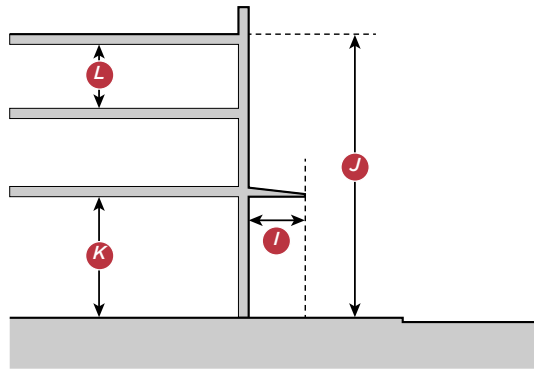
All floors must have a primary ground-floor entrance facing the primary or side street.

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

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

D. BUILDING FORM

DISTRICTS AND ZONES



Key for Diagrams

--- Lot Line

--- Setback Line

Buildable Area

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

1. Encroachments into Setback

The following encroachments are allowed within the ORD-N District, subject to applicable frontage type standards. See this Chapter 1103.31 (Frontage Typologies).

Location		
Front	10' max	
Side	5' max	I
Side Street	8' max	I
Rear	0'	I

Notes

I

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

2. Height

35' max	
2 1/2 stories max	J

3. Required Frontage Type*

J

Porch	Yard
Stoop	Forecourt
Raised Yard	

Notes

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

E. Parking Placement

Off-street parking shall be located in compliance with the following setback standards. See Chapter 1103.31 (Frontage Typologies) for applicability of frontage types associated with street-side parking.

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

Notes

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

F. Frontage Types

See Chapter 1103.31 (Frontage Type Standards) for detailed standards for each frontage type.

Frontage Type	Primary Street	Secondary Street	Reference
Shopfront	Allowed	Allowed	1103.31 (A)
Patio	Allowed	Allowed	1103.31 (B)
Yard	Allowed	Allowed	1103.31 (C)
Raised Yard	Allowed	Allowed	1103.31 (D)
Porch	Allowed	Allowed	1103.31 (E)
Stoop	Allowed	Allowed	1103.31 (F)
Terrace	Allowed	Allowed	1103.31 (G)
Forecourt	Allowed	Allowed	1103.31 (H)
Streetwall	Allowed	Allowed	1103.31 (I)

G. Allowed Open Space Types

The open space types allowed in the ORD-N are limited to the following, which shall be placed on lots with minimum dimensions sufficient to accommodate the minimum open space type and setback dimensions. See Chapter 1103.29 (Open Space Typologies) for detailed standards

Allowed Open Space Types	Reference
Nature	1103.29 (J)
Greenway and Trail	1103.29 (A)
Square	1103.29 (C)
Green	1103.29 (D)
Passage	1103.29 (E)
Park	1103.29 (F)
Sport Field	1103.29 (G)
Pocket Park	1103.29 (I)
Pocket Plaza	1103.29 (H)

H. Allowed Land Uses and Permit Requirements

1. The land uses allowed by this Code are listed in Table 1103B (Allowed Land Uses and Permit Requirements) below, together with the type of planning permit required for each use. Each land use listed in Table 1103B (Allowed Land Uses and Permit Requirements) is defined in Chapter 1113 (Glossary of Terms).

2. Establishment of an Allowable Use

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

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

c. A land use that is not listed in Table 1103B and is determined by the Director to not be included in the definition listed in Chapter 1113 (Glossary of Terms), is not allowed, unless the Director finds that the proposed use is similar to, compatible with, and will not involve a greater intensity than a listed use and such use is consistent with the purposes of the zone, the Comprehensive Plan, and any applicable City plan.

DISTRICTS AND ZONES

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

ANIMAL SERVICES

Veterinary	C	
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CONGREGATION

Event Center - Private Events and Conferences	C	
Religious Assembly	P	

CULTURAL

Library	P	
Live Theater	C	
Museum	C	
Visual Arts Center	P	

DWELLING

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

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

FOOD AND BEVERAGE

Bakery - Retail	P	
Beverage - Brewing and Distilling	C	Produces less than 15,000 barrels.
Food Sales - Farm Market	P	
Food Sales - Small Format Grocery	P	See definition
Food Service - Full Service Restaurant	C	

EDUCATION

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

HEALTH / WELLNESS

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

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS

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

MANUFACTURING / PROCESS / INNOVATION

Manufacturing - Artisan	P	
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MEDICAL

Medical - Clinic	C	
Medical - Office	C	
Office - Professional Services	C	

PERSONAL SERVICES

Personal Care and Beauty Services	C	
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RECREATION

Studio - Art	P	
Studio - Gymnastics/ martial arts	P	

RESIDENT AND CHILD CARE

Child Day Care - Center	P	See 1105.13(G)
Child Day Care - In Home	P	See 1105.13(H)

SALES AND EXHIBITION

Antique Shop	C	80 percent of goods must be 30 years or older or have collectible value.
Gallery - Art	P	
Retail - Boutique	P	
Garden Center	C	

TOURISM / VISITING

Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	C	Fewer than 30 rooms

Allowable Use	P
Conditional Use	C

VIV. Design Guidelines for Olde Reynoldsburg**A. Purpose**

The purpose of this section is to:

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

B. Intent and Applicability

These design guidelines shall apply to non-residential development in the ORD-N and ORD-C and are not intended to stifle innovative design or creativity. Instead, these design guidelines are intended to serve as the minimum standards applicable to non-residential development to ensure that new development and redevelopment satisfied the purposes of the Olde Reynoldsburg Districts as described herein. These design guidelines shall be applied by the **Planning Commission** Planning and Zoning Board in conjunction with its review of applications for Certificates of Appropriateness as described under Chapter 1109.19~~21~~ hereof.

C. General Standards

- (1) **Size, Mass and Scale:** The scale of buildings and accessory structures

DISTRICTS AND ZONES

(including canopies) shall be appropriate to the scale of structures.

(2) **Proportions of Bays and Openings:**

All building bays, including porches, colonnades and porticos as appropriate, shall be square or vertical in proportion, unless the design merits a horizontally-proportioned opening. Wall openings, with the exception of transoms and storefronts, shall be square or vertical in proportion. The facade of a proposed building should draw upon the proportion and number of bays in surrounding buildings, as defined by windows, doors, and column spacing, to establish a compatible scale.

(3) **Building Materials:** Building wall materials shall be combined on each facade only horizontally, unless the building is broken vertically by a change of plane, or a vertical architectural element. Heavier materials, such as masonry and stucco, shall be located below lighter materials, such as cement fiber or wood siding.

(4) **Roof Forms:** Where pitched roofs exist, primary roofs shall have a minimum slope of 4:12, while ancillary roof slopes may be no less than 2:12.

(5) **Garages and Accessory Structures:** Attached garages, detached garages, and other accessory structures shall be subordinate in height, footprint, and proportion to the primary structure on the site, and shall be compatible with the principal structure in terms of roof form, materials, and color. Where a garage contains an accessory dwelling unit above, it may exceed the height of the primary structure.

(6) **Trash, Mechanical, Utility and Service Equipment and Areas**

- i. Loading docks, service areas, and trash disposal facilities (e.g., trash and recycling receptacles,

compactors, dumpsters) shall be hidden or screened from view of streets, parks, squares, or significant pedestrian spaces. Loading areas may be oriented toward adjoining developed properties that are zoned for nonresidential uses, if such loading areas are screened from view.

- ii. Mechanical equipment, such as ventilation systems, commercial exhaust fans, rooftop terminations, commercial cooling equipment, heating and air conditioning units, TV antennas, and satellite dishes, shall be hidden or screened from view. Lattice, open brick enclosures, or vegetation can be used to conceal mechanical equipment. Screening material shall be properly maintained. If vegetation is used for screening, the mature size of the vegetation shall be considered so that equipment air flow will not be compromised.

(7) **Colors:** Buildings and additional site elements — e.g., bollards, arbors, drive-thru canopies, sign posts — shall not be painted in a color or pattern that expresses corporate identity, to the extent that the paint color or pattern is not consistent with the design standards of the district. Fluorescent colors, such as ASHTO safety yellow, are also prohibited except where required by a public agency.

D. Specific Standards

(1) Building Materials and Details.

- i. Building walls shall be finished in 1 or more (but not more than 3) of the following materials:
 - (a) Wood;
 - (b) Fiber cement board siding,

- smooth finish;
- (c) Concrete masonry units with stucco (CBS);
- (d) Reinforced concrete with stucco;
- (e) Brick;
- (f) Corrugated metal, which may be approved by the Planning and Zoning Administrator based on the surrounding context and location on the site; or
- (g) Other materials as approved by the Zoning Administrator, based on visual compatibility with listed approved materials.
- ii. Visible foundation walls and chimneys shall be finished in one of the following materials:
 - (a) Brick; or
 - (b) Stucco.
- iii. Columns may be constructed of the following materials:
 - (a) Wood;
 - (b) Wood or fiber cement clad;
 - (c) Cast iron;
 - (d) Concrete with smooth stucco finish;
 - (e) Cast stone with smooth finish;
 - (f) Brick; or
 - (g) Perma-cast or other synthetic materials as approved by the Planning and Zoning Administrator, based on visual compatibility with listed approved materials.
- iv. Railings and balustrades may be constructed of the following materials:
 - (a) Painted wood;
 - (b) Wrought iron; or
 - (c) Aluminum, PVC or other synthetic material as approved by the Planning and Zoning Administrator, based on visual compatibility with listed approved materials.
- v. Doors shall be made of wood, metal, glass, or fiberglass.
- vi. Roofs with visible pitches shall be constructed of the following materials:
 - (a) 25-year architectural dimension shingles;
 - (b) Tile (clay, cement, natural or manufactured stone);
 - (c) Nonreflective pre-finished metal;
 - (d) Slate;
 - (e) Reflective metal such as copper; or
 - (f) Other similar metals as approved by the Planning and Zoning Administrator.
- vii. The following materials are prohibited:
 - (a) Exposed concrete masonry units;
 - (b) Vinyl Siding;
 - (c) Plastic shutters;
 - (d) Metal panels;
 - (e) Day-glo, luminescent, iridescent, neon or similar types of color finishes;
 - (f) Mirrored glass with a reflectivity of 20% or more; or
 - (g) Roofing;

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- 1) Plastic or PVC roof tile;
or
- 2) Nontraditional colors
such as orange or
purple.

(2) Roof Forms

- i. Permitted roof types include gabled, hipped, shed, barrel vaulted, flat, mono-pitch, and domed. Applied and partial (less than 3 sides) mansard roofs are not typically permitted but may be permitted at the discretion of the Planning and Zoning Administrator based on compatibility with the surrounding context, size, mass and scale of the structure.
- ii. Shed, flat, and mono-pitch roofs shall be concealed with parapets along the street frontage, except on porches, balconies, or building extensions.
- iii. Downspouts and gutters should be galvanized steel, aluminum, or copper and shall match in materials and finish.
- iv. Roof penetrations shall be hidden or painted to match the color of the roof.
- v. Skylights must be flat to the pitch of the roof. They shall not be located on any sloped roof facing the primary frontage

(3) Windows and Doors

- i. Any commercial or mixed-use building elevation facing a street, waterway, or public space shall include a minimum of 40% of transparent fenestration (windows and doors) on the ground floor and 20% on upper floors. Apartment Houses shall conform to these requirements as much as

possible, however the minimum percentage of transparent fenestration on the ground floor may be adjusted at the discretion of the Planning and Zoning Administrator. It shall not be reduced to lower than 30%.

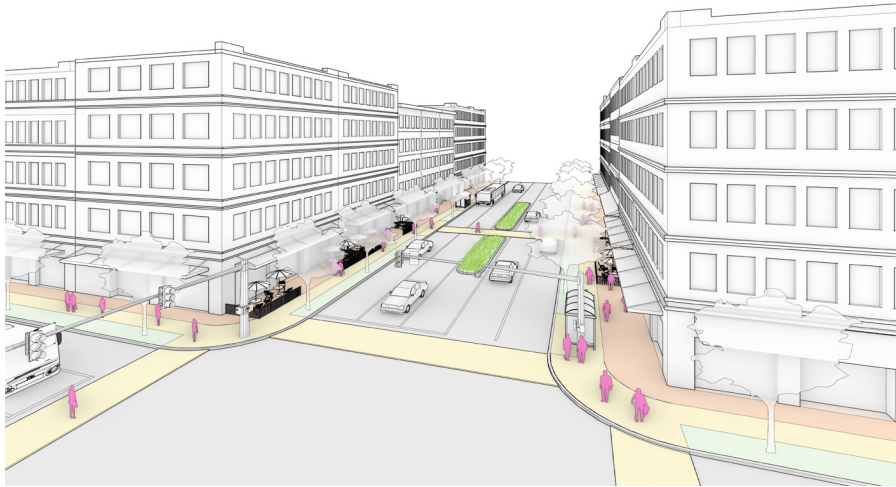
ii. Proportion and Details

- (a) Windows shall not be flush with exterior wall treatments. Windows shall be provided with an architectural surround at the jambs and header, and a projecting sill.
- (b) Window openings may be grouped horizontally, but trim between windows shall be at least 3.5 inches wide. This does not apply to storefront windows.
- (c) Facades should have several window sizes with smaller ones above. This is particularly important when buildings rise more than 2 stories.
- (d) Thin mullions or muntins shall be required on windows larger than 2 feet in any direction, except for shopfronts. The depth of the mullion shall not be less than the width.

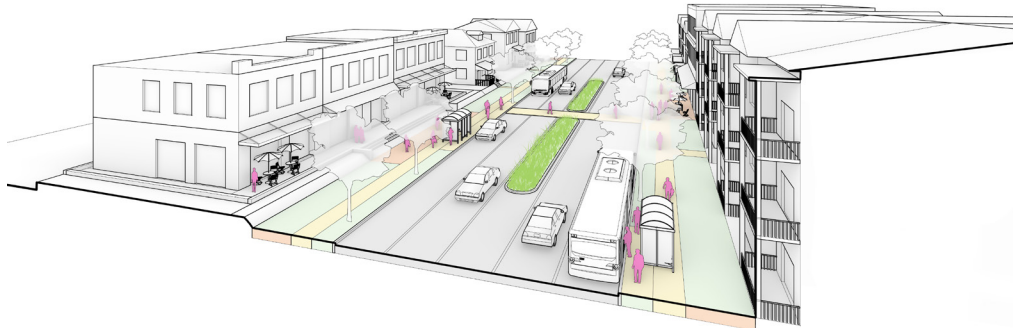
(4) Architectural Details

- i. Shutters: Shutters shall be sized and placed so as to equal the width that would be required to cover the window opening. Operable shutters are preferred.
- ii. Column Bays: Columns and piers shall be spaced no farther apart than they are tall. Column bays shall be of equal and precise proportions.

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.

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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.

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	

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 Marajuana - 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	C	C	
Medical - Standalone Emergency Services	C	C	
OFFICE			
Office - Corporate	P	P	
Office - Data Processing/Call Center	P	P	
Office - Professional Services	P	P	
PERSONAL SERVICES			
Clothing Services - Tailor	P	P	
Financial Services and Banking - with drive thru	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 Care Services - Minor Repair--Light		C	
RECREATION			
Indoor Recreation Enterprise	C	C	
Outdoor Recreation Enterprise	C		
Private Club	C	C	
Recreational Facility - Commercial	P	P	

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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

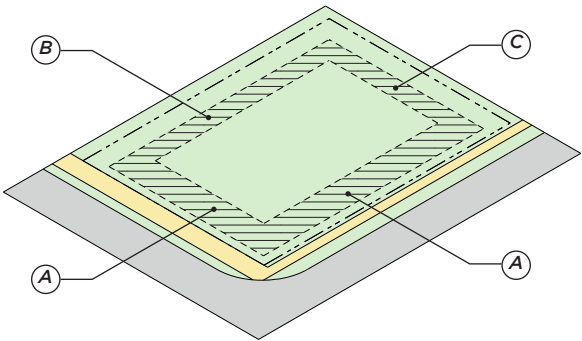
Power Substation Facility		C	
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Allowable Use	P
Conditional Use	C

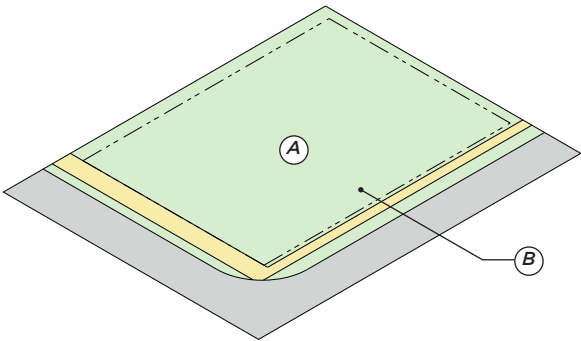
III. Insight District Development Standards

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

A. Lot Dimensions and Setbacks



B. Lot Coverage

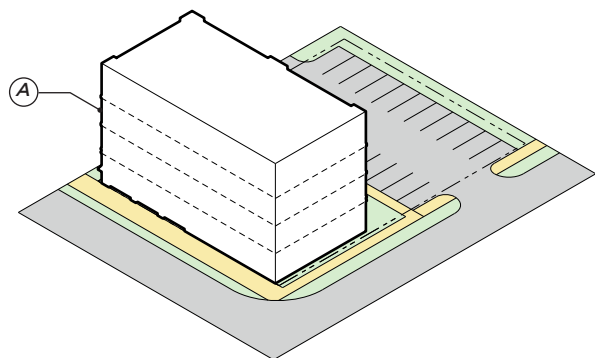


LOT DIMENSIONS	LOT SIZE (MIN./MAX SQ. FT.)	NA
	LOT WIDTH (MIN./MAX.)	NA
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	NA
SETBACKS	A FRONT YARD SETBACK (MIN. FT.)	5 from ROW
	A FRONT YARD SETBACK (MAX. FT.)	20 ft from ROW
	B SIDE YARD SETBACK (MIN. FT.)	10 from lot line; 10 feet between buildings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

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

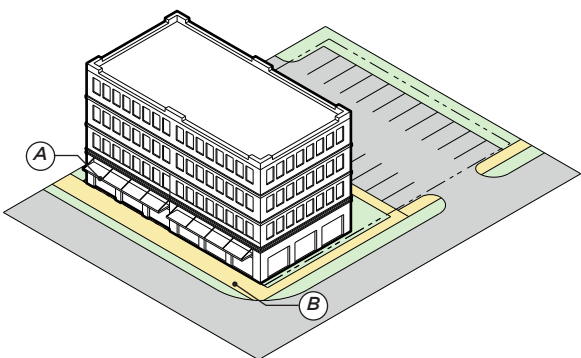
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT	A	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 1109.1719 and Supplemental Regulations below.

D. Frontage

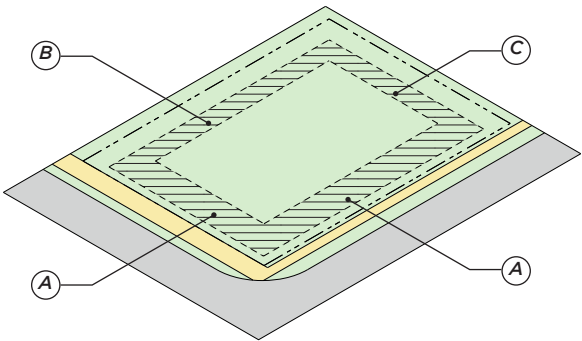


ELEMENT	SHOPFRONT	A
	PATIO	B

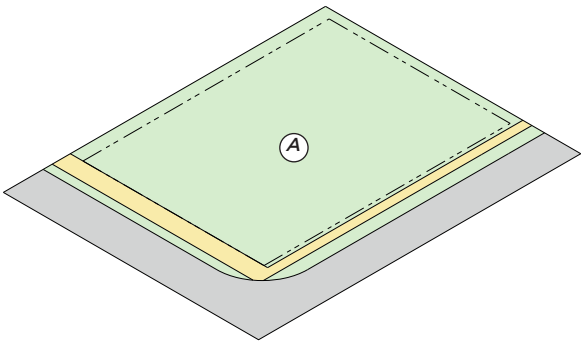
III. Insight Zone Development Standards

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



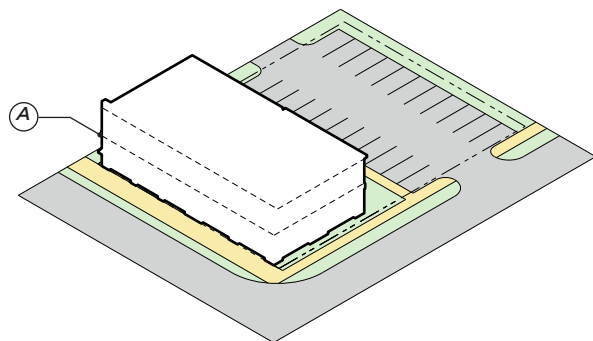
B. Lot Coverage



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

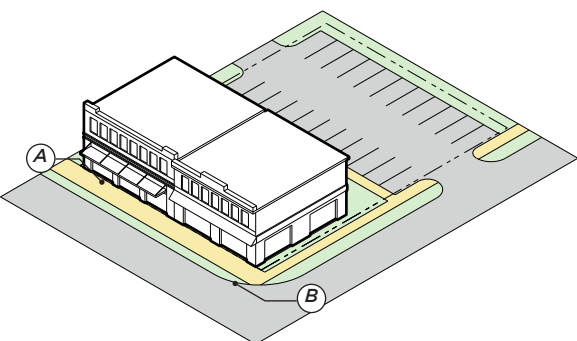
LOT COVERAGE/ OPEN SPACE	A	LOT COVERAGE (MIN.)	50%
		LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	80%
		CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
		LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
		OPEN SPACE (MIN.)	30%
LANDSCAPE REVIEW		OPEN SPACE (MAX.)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

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

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) Bicycle Storage Requirements: ~~Within ½ mile of transit stop: Bicycle facilities, including bicycle racks and areas for storing for scooters. Bicycle facilities, including bicycle racks and areas for storing scooters; and~~
 - a) Retail Buildings: Provide storage for 5% of regular building occupants, no fewer than 2 spaces per building.
 - b) Office Buildings: Provide storage for 5% of peak visitors, no less than 4 spaces per building.
 - c) Institutional Buildings: Provide storage for 5% of peak visitors, no less than 4 spaces per building.

- (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

DISTRICTS AND ZONES

- motorcycles, scooters, or electric carts: Allow up to a 5 percent reduction to the number of automobile parking spaces.
- (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
- (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.

VI. Lot Coverage Bonus

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

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))*

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III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	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)

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 3 feet from all lot lines; 10 feet from the house
	ADU	See Section 1105.05
	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

DISTRICTS AND ZONES

SECTION 1103.19

RESIDENTIAL MEDIUM ZONE (RM)

I. Purpose and Intent

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

II. Uses

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

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

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

III. Development Standards

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

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	24
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35 single-family, two-family, townhouse; 42 apartment building
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)

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Same as primary
	ADU	See Section 1105.5
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	20
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; rear yard
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only; monument sign for each frontage
DESIGN	DESIGN STANDARDS	Single-unit attached and detached building types; For garage requirements, please see Section 1105.0
	SITE PLAN STANDARDS	See site plan review, Chapter 1109.19
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

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:

	DISTRICT USES
PERMITTED 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.)	
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:	• 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

DISTRICT USES (CONT.)	
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

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 1103.23**INNOVATION ZONE (I)****I. Purpose and Intent**

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

II. Uses

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

	DISTRICT USES
PERMITTED USES:	• Air Transportation Services • Auction Facility(See definition) • Beverage - Brewing and Distilling (See definition) • Beverage - Distribution • Beverage - Non-Alcoholic Production • Boarding/Kennel • Community Facility - Activity Center • Community Facility - Government Administration and Courts • Community Facility - Outdoor Recreation • Community Facility - Park • Community Facility - Public Health Safety • Community Facility - Trail • Equipment Repair - Heavy • Equipment Repair - Light • 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 Service - Commissary/Bakery • Food Service - Processing • Food Service - Production • Forestry • Garden Center - Indoor and Outdoor • Health and Wellness - Clinic • Health and Wellness - Fitness Facility/Gym • Library • Manufacturing - Artisan • Manufacturing - Heavy • Manufacturing - Light • Medical - Clinic • Medical - Emergency Services • Medical - Full Service Hospital • Medical - Office • Medical - Outpatient and Urgent Care • Medical - Psychiatric Facility - Standalone • Medical - Standalone Emergency Services • Museum • Office - Corporate • Office - Data Processing/Call Center

DISTRICTS AND ZONES

DISTRICT USES (CONT.)	
PERMITTED USES:	• Office - Professional Services • Overnight Lodging - Boutique Hotel • Overnight Lodging - Hotel • Plant Cultivation • Printing and Publishing • Religious Assembly • Research Facility/Laboratory • School - College/University • School - Trade • Shelter • Storage - Contractor • Storage - Commercial Gases • Studio - Art • Studio - Gymnastics/martial arts • Vehicle Care Services - Washes • Vehicular Repair - Heavy • Vehicular Repair - Light • Veterinary • Visual Arts Center • Warehouse - Large Format • Warehouse - Small Format

DISTRICT USES (CONT.)	
CONDITIONAL USES:	• Child Day Care - Center • Community Facility - Detention and Corrections • Food Sales - Farm Market • Food Sales - Small Format Grocery • Indoor Recreation Enterprise • Junk Storage and Sales • Medical Marijuana - Dispensary • Medical Marijuana Facility - Cultivation & Processing • Mineral Extraction/Processing • Outdoor Recreation Enterprise • Outdoor Processing - Agriculture • Outdoor Processing - Composting • Outdoor Processing - Concrete and Asphalt • Power Generation Facility • Power Substation Facility • Private Club • School - Primary • School - Secondary • Shooting Range - Indoor • Storage - Self-Store (See 1105.13 (E)) • Storage - Vehicular and Boat • Tattoo/Piercing Establishment • Vehicular Sales - Automobiles • Vehicular Sales - Motorcycles • Vehicular Sales - Boats • Vehicular Sales - Recreational Vehicles

III. Development Standards

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

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

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

SECTION 1103.25
OPEN SPACE/SCHOOLS ZONE
(OS)

I. Purpose and Intent

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

II. Uses

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

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

DISTRICTS AND ZONES

III. Development Standards

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

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

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

DISTRICTS AND ZONES

SECTION 1103.27 BUILDING TYPOLOGIES

The below-listed building typologies are the building typologies contemplated for new development in the districts and zones described below. New buildings and alterations to existing buildings shall be reviewed in accordance with Chapter 1103.07 hereof.

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

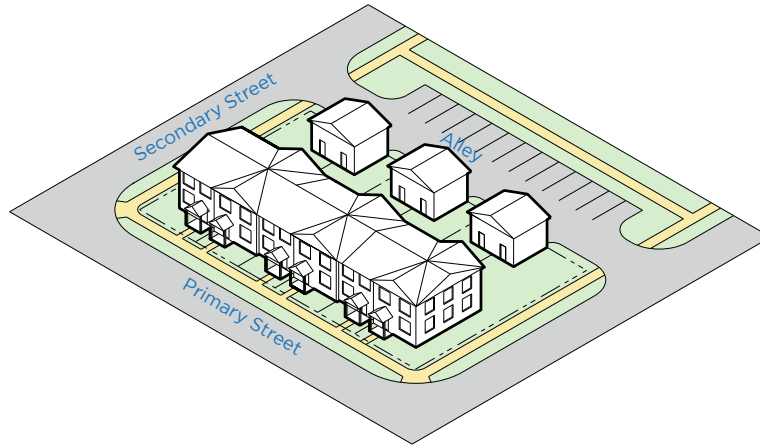
SUBURBAN RESIDENTIAL ZONE (SR)	RESIDENTIAL MEDIUM ZONE (RM)	COMMUNITY COMMERCIAL ZONE (CC)	INNOVATION ZONE (I)	OPEN SPACE/ SCHOOLS ZONE (OS)
X	X			
X	X			
	X			
		X		
		X		
		X		
	X			X
	X		X	
		X		
		X	X	
		X		
			X	
			X	
				X
				X
		X		X

DISTRICTS AND ZONES

A. ATTACHED SINGLE-FAMILY BUILDING

The below illustrations of each development typology are for illustrative purposes only and are intended to supplement the regulations applicable to each zone and district.

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

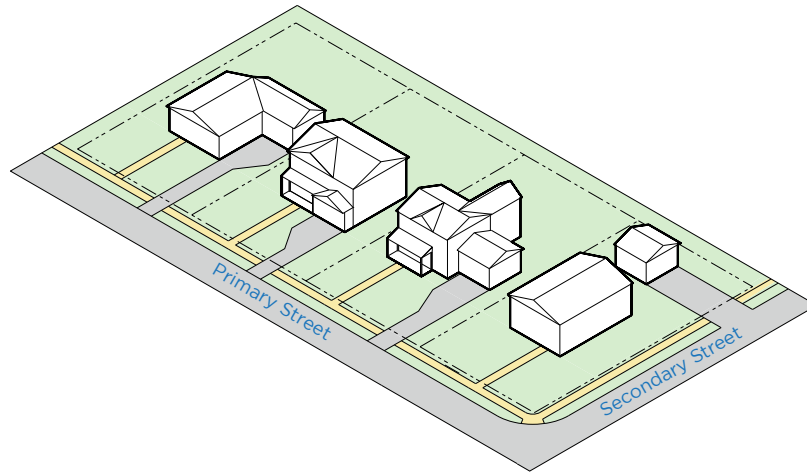
A structure with common walls on either side and no units below or above. Garage access is typically from a rear alley or shared parking area. A small side or rear yard is provided for each unit as private open space.



Image: Attached Single-Family Building

B. DETACHED SINGLE-FAMILY BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

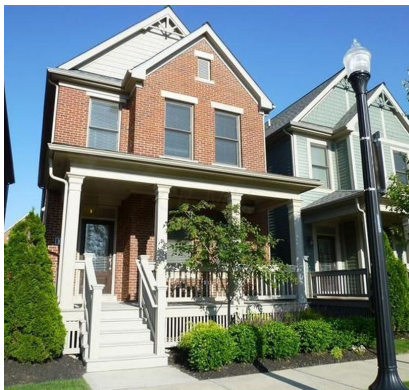
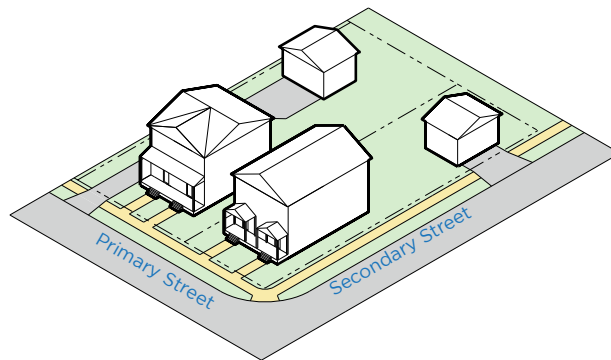


Image: Detached Single-Family Building

DISTRICTS AND ZONES

C. DUPLEX BUILDING

1.. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

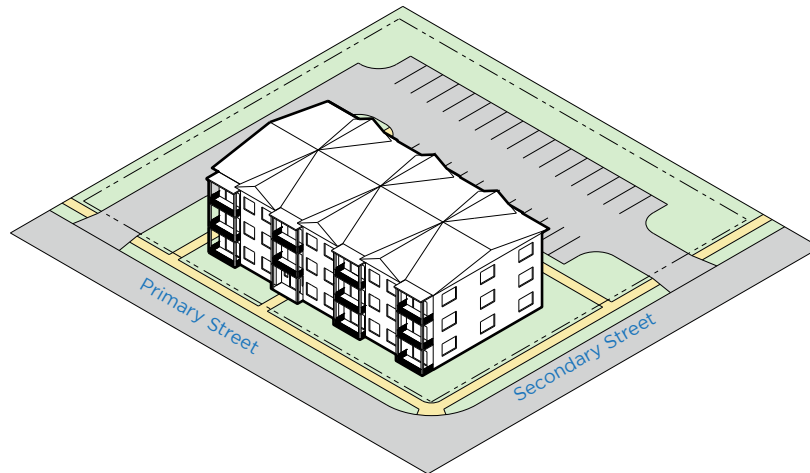


Image: Duplex Building



D. MULTI-UNIT BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

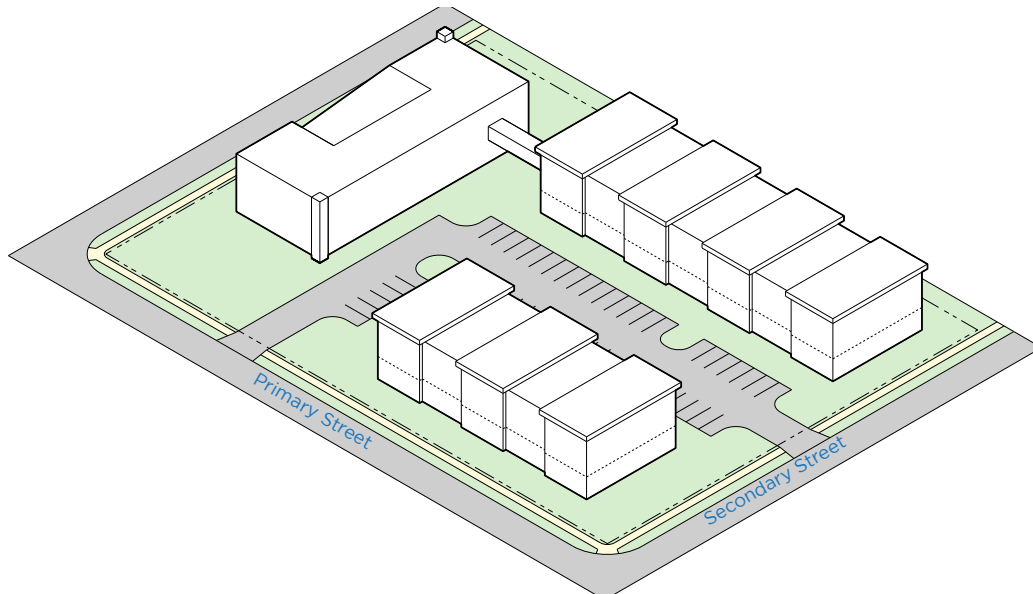


Image: Multi-Unit Building

DISTRICTS AND ZONES

E. MULTI-UNIT COMPLEX

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

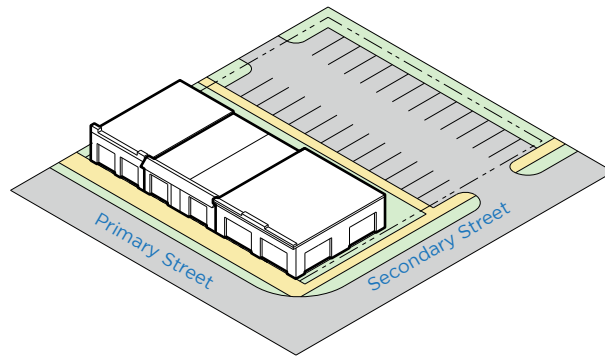
A collection of multi-unit buildings on adjoining pieces of land, generally owned by one entity. The buildings often share common grounds and amenities, such as pools, parking areas, and a community clubhouse, used as leasing offices for the community.



Image: Multi-Unit Complex Building

F. SMALL FLEX RETAIL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

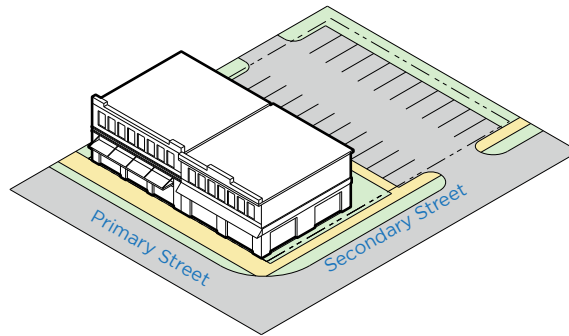


Image: Small Flex Retail Building

DISTRICTS AND ZONES

G. MEDIUM FLEX RETAIL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

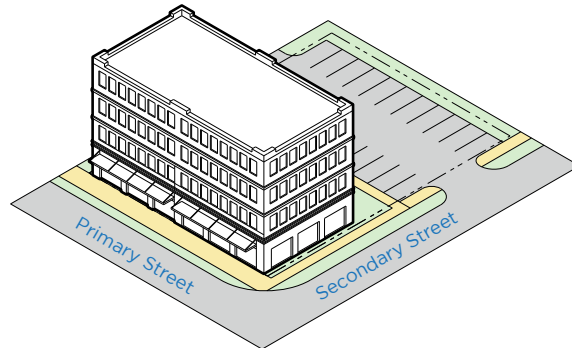
Consists of attached or detached structures ranging from one to three stories. Structures can include single or mixed uses. Parking is located in the rear or side of the building and typically accessed from a rear alley when possible.



Image: Medium Flex Retail Building

H. LARGE FLEX RETAIL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

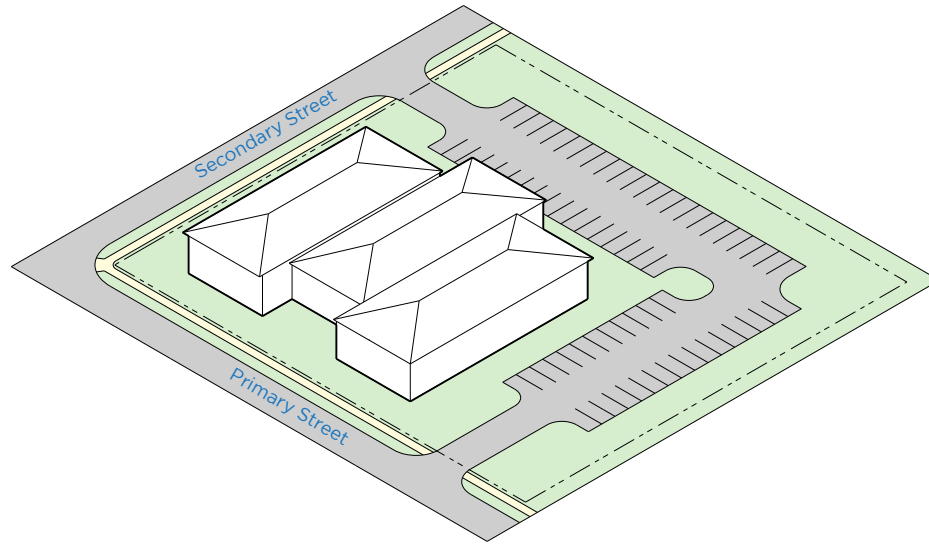


Image: Large Flex Retail Building

DISTRICTS AND ZONES

I. INSTITUTIONAL FLEX BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

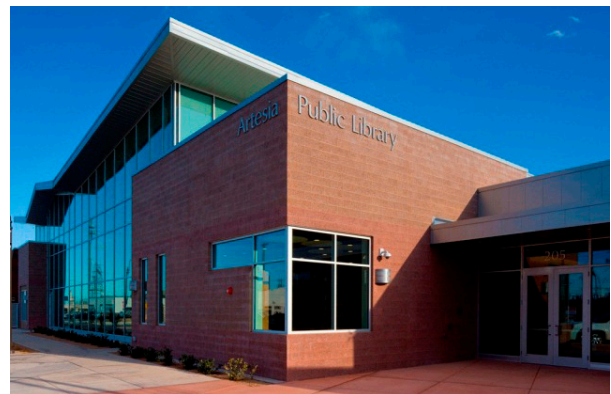
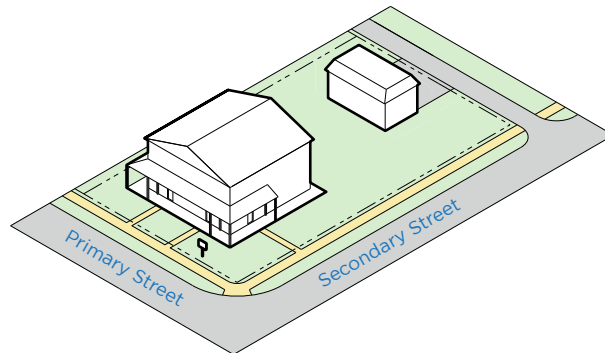


Image: Institutional Flex Building

J. BED AND BREAKFAST BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

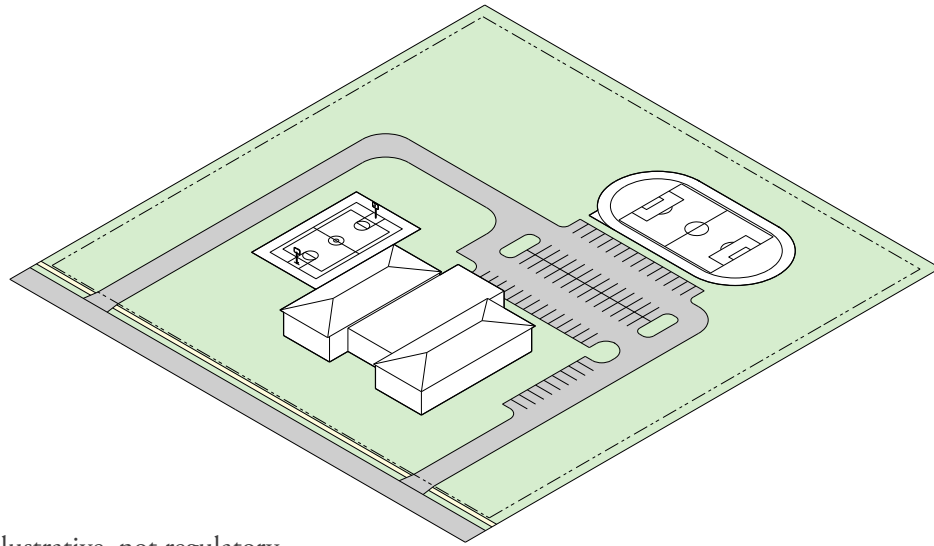


Image: Bed and Breakfast Building

DISTRICTS AND ZONES

K. SCHOOL AND INSTITUTIONAL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

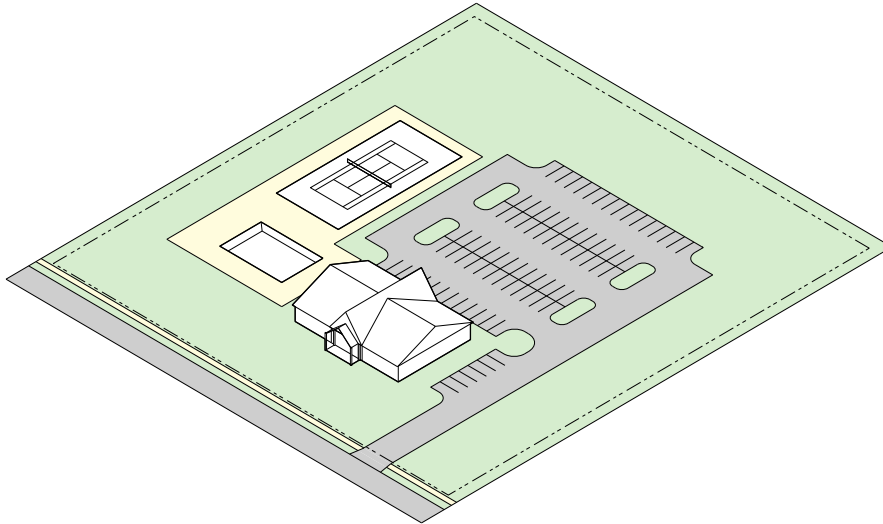
An institution or place for instruction or education, such as kindergarten; elementary, middle, or junior high school, and high school.



Image: School and Institutional Building

L. COMMUNITY CENTER BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

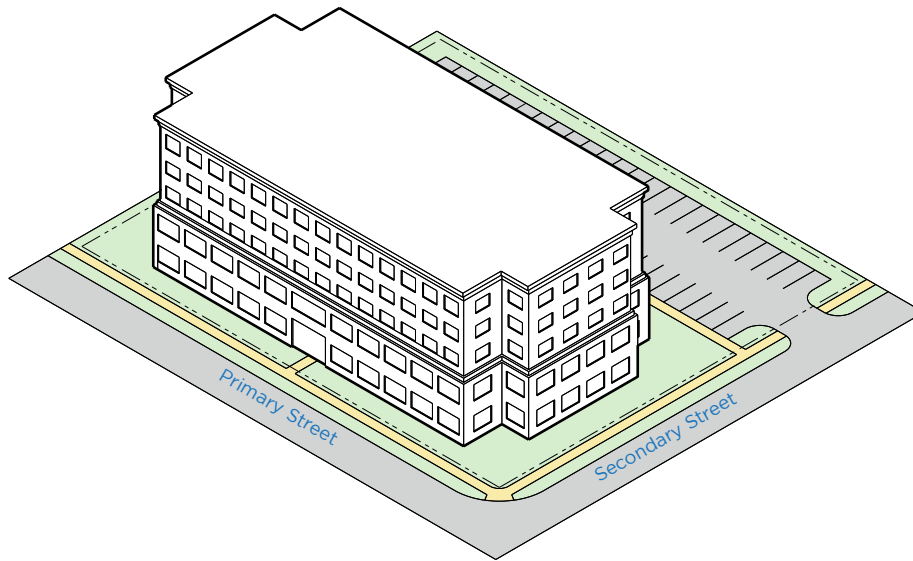


Image: Community Center Building

DISTRICTS AND ZONES

M. OFFICE BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

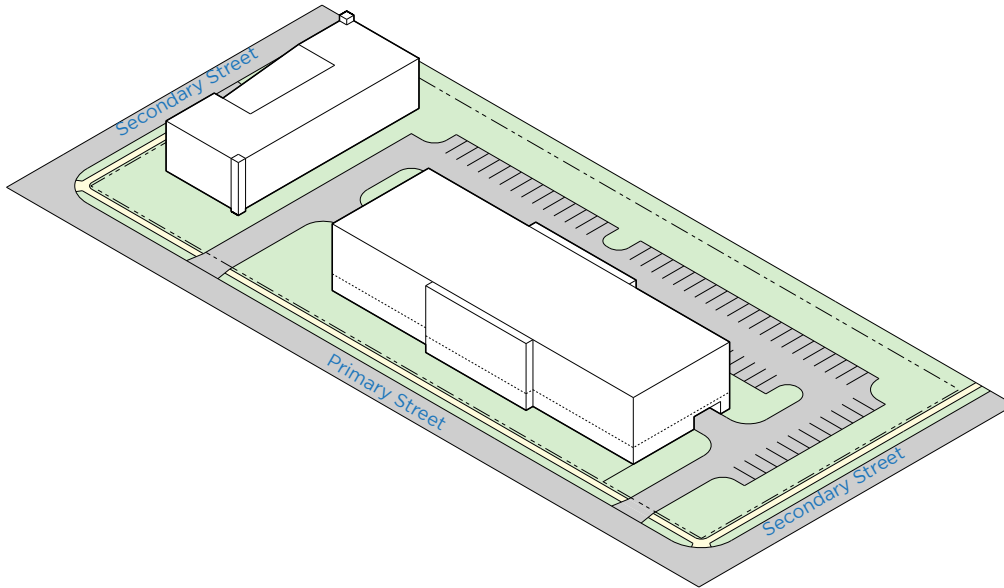


Image: Office Building



N. OFFICE-CORPORATE BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

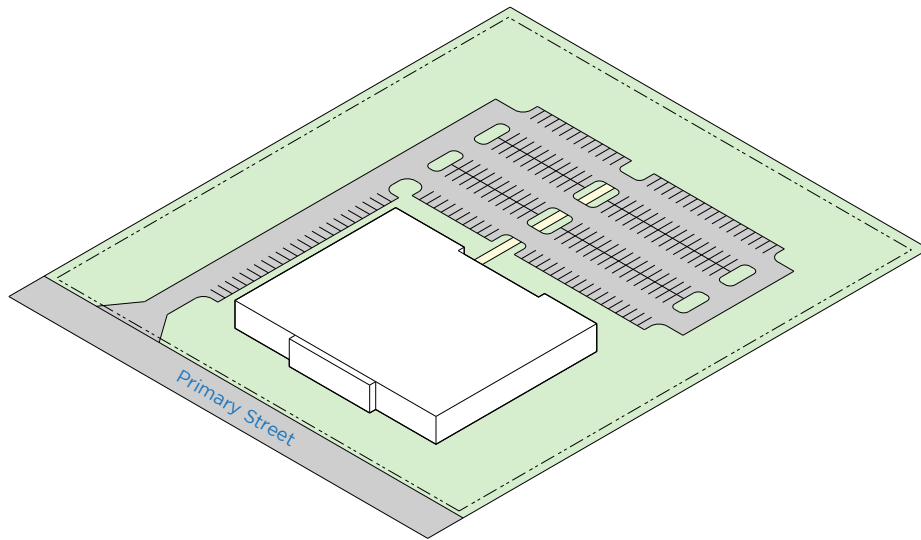


Image: Office-Corporate Building

DISTRICTS AND ZONES

O. RETAIL LARGE FORMAT BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

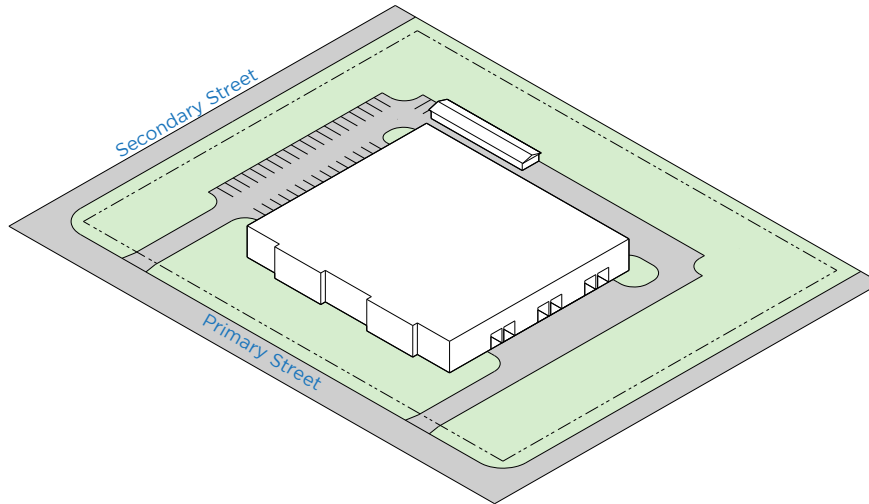


Image: Retail Large Format Building



P. INDUSTRIAL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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



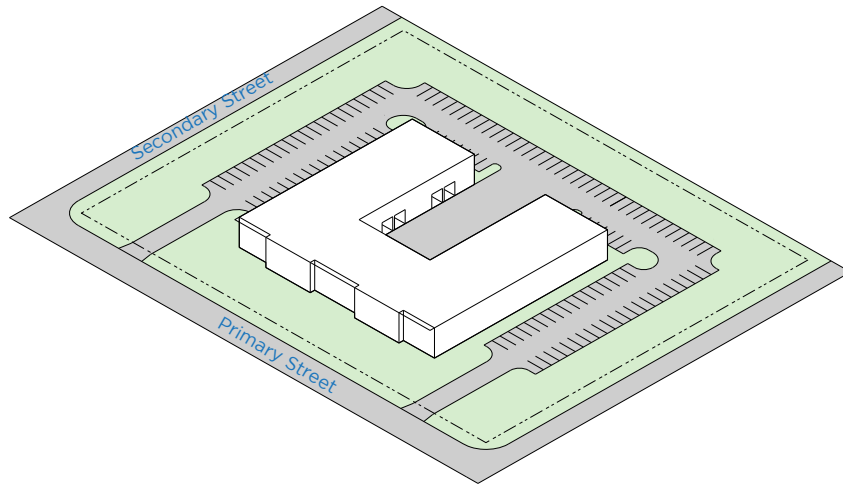
Image: Industrial Building



DISTRICTS AND ZONES

Q. WAREHOUSE BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

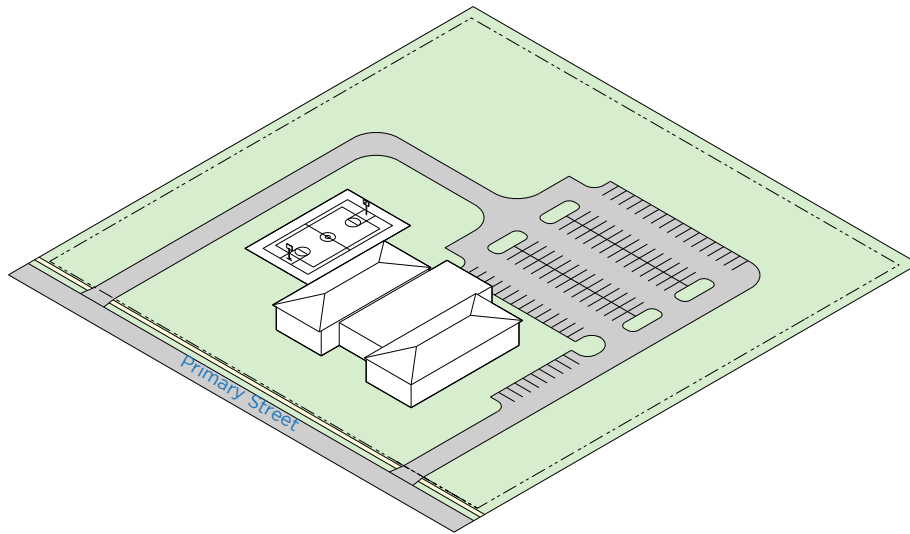


Image: Warehouse Building



R. PRIMARY SCHOOL BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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



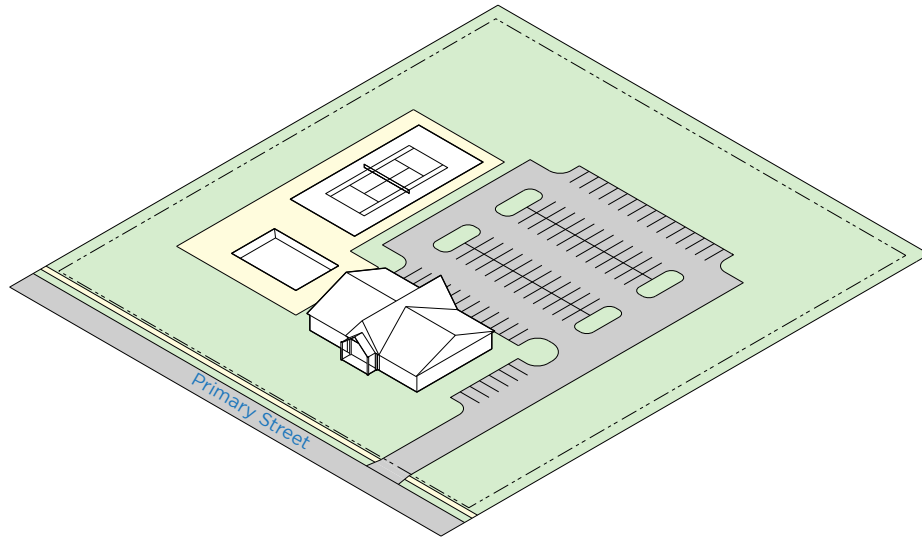
Image: Primary School Building



DISTRICTS AND ZONES

S. COMMUNITY ACTIVITY CENTER BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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

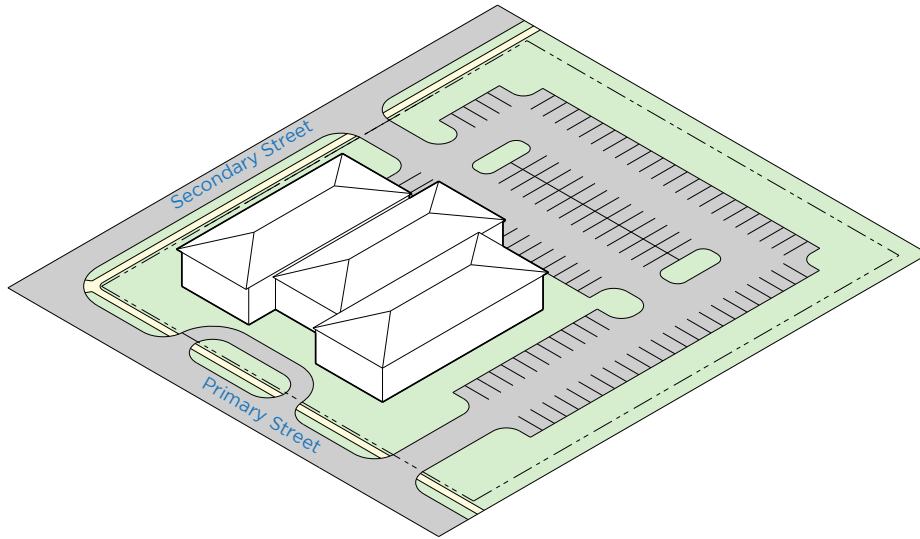


Image: Community Activity Center Building



T. EVENT CENTER BUILDING

1. Typical Lot Configuration



Note: image is illustrative, not regulatory.

2. Description

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



Image: Event Center Building



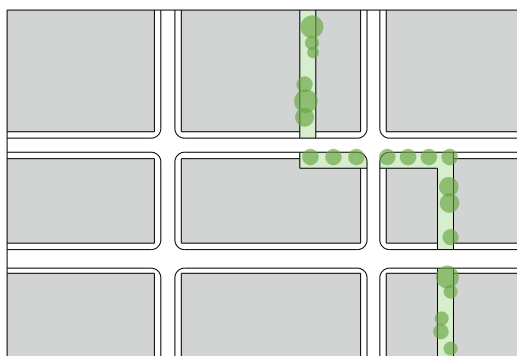
DISTRICTS AND ZONES

SECTION 1103.29 OPEN SPACE TYPOLOGIES

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

A. GREENWAY AND TRAIL

1. Typical Lot Configuration

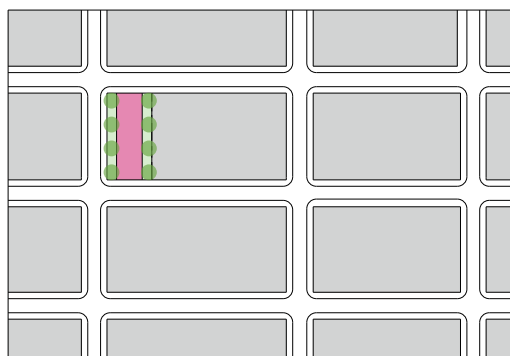


2. Description

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

B. PLAZA

1. Typical Lot Configuration

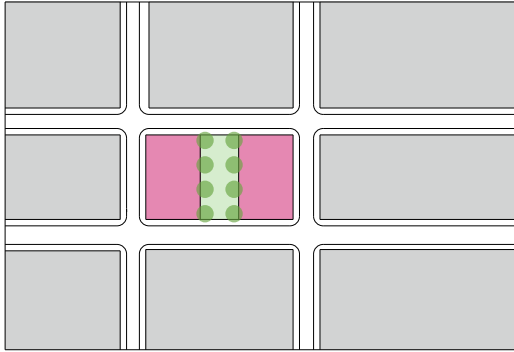


2. Description

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

C. SQUARE

1. Typical Lot Configuration

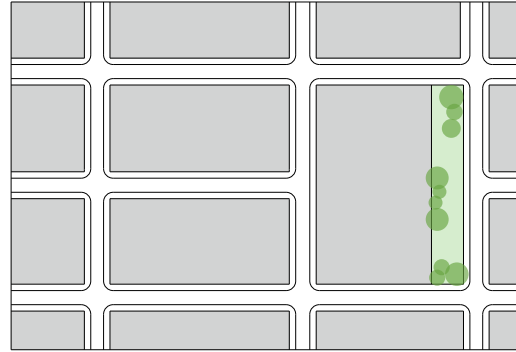


2. Description

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

D. GREEN

1. Typical Lot Configuration



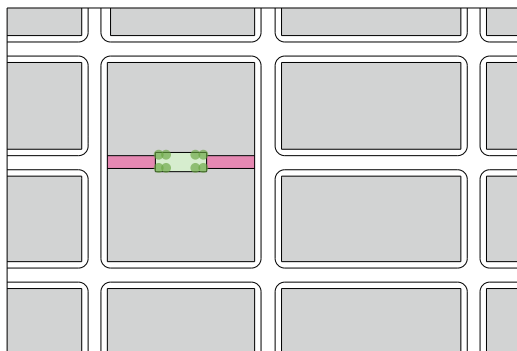
2. Description

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

DISTRICTS AND ZONES

E. PASSAGE

1. Typical Lot Configuration



2. Description

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

F. PARK

1. Typical Lot Configuration

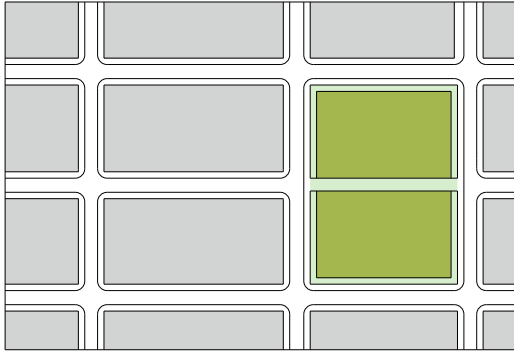


2. Description

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

G. SPORT FIELD

1. Typical Lot Configuration

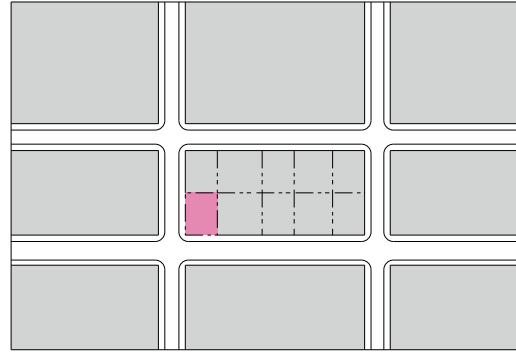


2. Description

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

H. POCKET PLAZA

1. Typical Lot Configuration



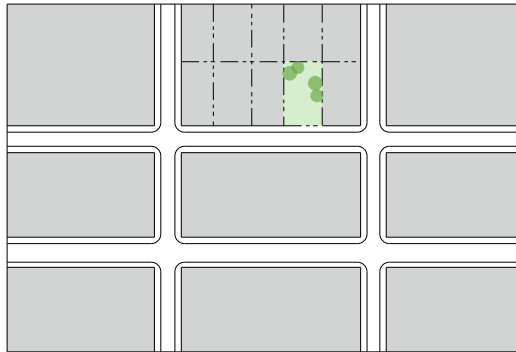
2. Description

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

DISTRICTS AND ZONES

I. POCKET PARK

1. Typical Lot Configuration

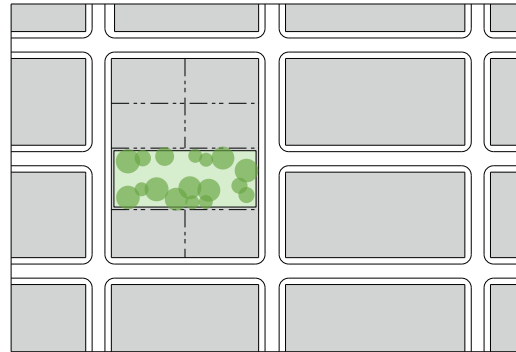


2. Description

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

J. NATURE

1. Typical Lot Configuration



2. Description

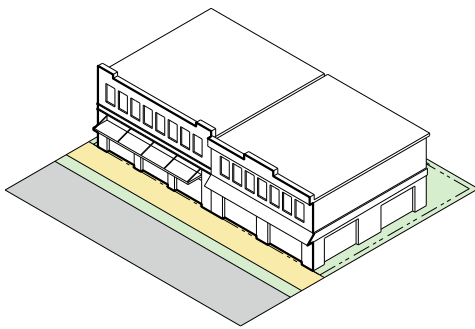
Areas that are to remain undeveloped and that generate their physical character through their natural topography, trees, and plants. This open space type is preserved from any development.

SECTION 1103.31 FRONTAGE TYPOLOGIES

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

A. SHOPFRONT

1. Typical Lot Configuration

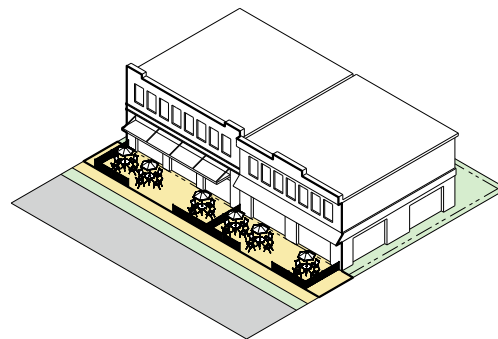


2. Description

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

B. PATIO

1. Typical Lot Configuration



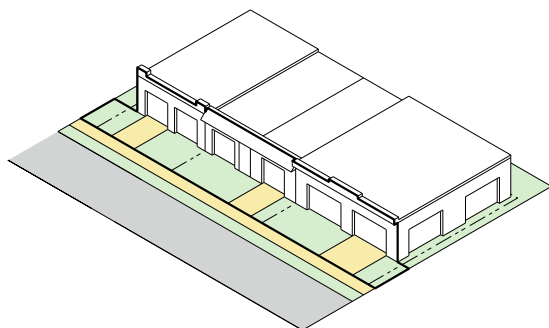
2. Description

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

DISTRICTS AND ZONES

C. YARD

1. Typical Lot Configuration

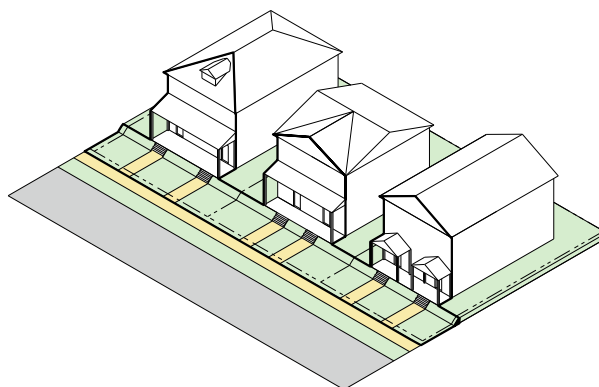


2. Description

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

D. RAISED YARD

1. Typical Lot Configuration

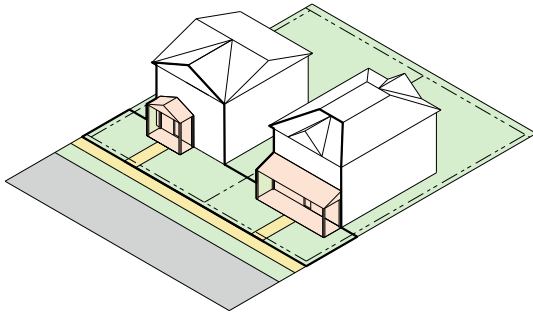


2. Description

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

E. PORCH

1. Typical Lot Configuration

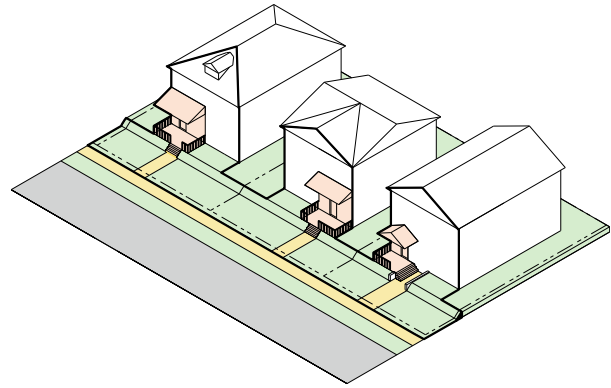


2. Description

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

F. STOOP

1. Typical Lot Configuration



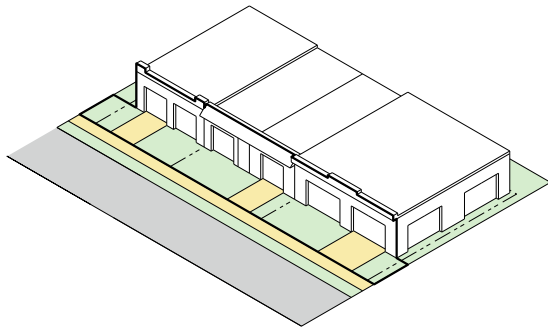
2. Description

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

DISTRICTS AND ZONES

G. TERRACE

1. Typical Lot Configuration

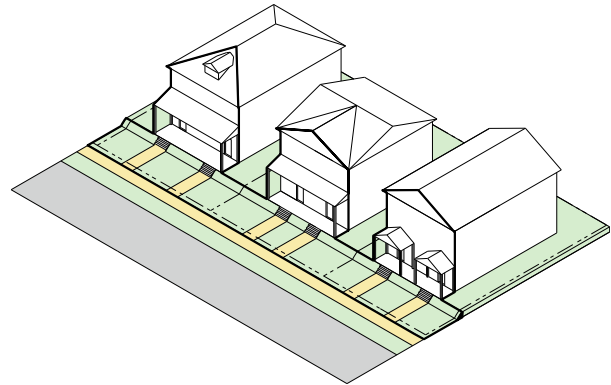


2. Description

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

H. FORECOURT

1. Typical Lot Configuration

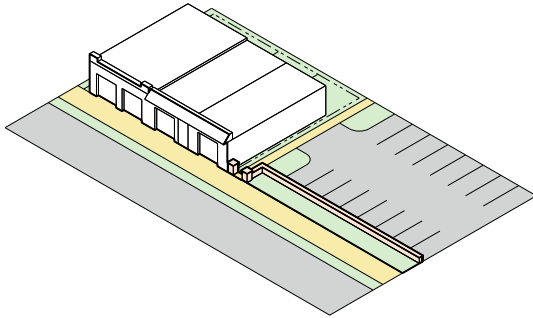


2. Description

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

I. STREETWALL

1. Typical Lot Configuration



2. Description

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

1105

COMMON REGULATIONS

Common Regulations

SECTION 1105.01 OFF-STREET PARKING AND LOADING

- A. **Applicability.** Except as otherwise provided herein, these regulations shall apply under the following circumstances:
- i. The construction of a new building or structure;
 - ii. The substantial expansion of an existing building or structure;
 - iii. A change in the existing use to be conducted upon land or in a building or structure; and
 - iv. Whenever a building or use is changed in floor area, number of employees, number of dwelling units, seating capacity, or in a manner which otherwise creates a need for an increase in the number of parking or loading spaces, such spaces shall be provided for the entire increased use in conformance with the requirements of this article.
- B. **Parking Requirements in Olde Reynoldsburg Commercial District (ORD-C), Brice and Main District (BMD) and East Main District (EMD).** Notwithstanding anything to the contrary contained herein, the parking requirements for any use conducted in the ORD-C, BMD, or EMD shall be determined based upon the applicable regulations set forth under Chapter 1105 hereof.
- C. **Supplemental Parking Regulations in Residential Districts.** The provision of parking space, either open or enclosed, for the parking or storage of vehicles in a residential zoning district for residential uses shall be subject to the following:
- i. **Commercial Vehicles.** Trucks having dual tires on one (1) or more axles, or having more than two (2) axles, designed for the transportation of cargo and including tractor-trucks, trailers, and semi-trailers, shall not be permitted on a lot or parked on a street or alley in a residential zoning district.
 - ii. **Parking of Recreational Equipment.** The parking of recreational equipment and vehicles, including but not limited to travel trailers, motor homes, pickup campers, folding tent trailers, boats or boat trailers, and other similar recreational equipment and vehicles, semi-trailers, travel trailers, or other trailers or motor homes shall not be permitted on any street within the City,

other than for the purpose of loading or unloading such equipment or vehicle. When located on property in a residential district for the purpose of loading or unloading, travel trailers, motor homes, boats or boat trailers, and other similar recreational vehicles shall not exceed a loading or unloading time of 48 consecutive hours. Residents shall be permitted to park a maximum of one (1) recreational vehicle on property located in a residential district if such vehicle is located in an enclosed structure OR all of the following requirements are satisfied for a vehicle parked or store outside of an enclosed structure::

1. Such recreational equipment and vehicles shall be stored or parked at least three (3) feet from any dedicated right-of-way, walkway and/or property line.
2. Not more than one (1) item of recreational equipment shall be permitted to be stored outside on any property used for a residential purpose. All recreational vehicles must be registered and licensed (if applicable) to the resident of the property on which the items are parked or stored. For the purposes of this chapter, a boat stored on a boat trailer shall be deemed one (1) piece of recreational equipment.
3. Under no circumstances shall any recreational vehicle or equipment be occupied or used for living, sleeping, housekeeping, storage or business purposes.
4. No such recreational vehicle shall be parked in any manner in which such vehicle may be deemed, in the professional opinion of the Planning and Zoning Administrator, to obstruct the view of traffic in a manner that endangers the safety of motorists or pedestrian.

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

E. Required Parking and Loading Spaces.

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

COMMON REGULATIONS

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

F. Minimum Off-Street Parking Space Requirement Reductions.

- i. **Minimum Off-Street Parking Space Reduction Standards.** The minimum number of off-street parking spaces required by Table 1105.01A may be reduced for a land use or land uses upon approval of an application demonstrating one or more of the off-street parking space reduction conditions set forth under Sections (F)(ii), F(v), F(vi), or F(vii) below; provided however, under no circumstances shall the cumulative reduction of minimum parking spaces exceed 30% of the minimum number of off-street parking spaces required for a land use.
- ii. **Shared Parking Plan.** Where a mix of land uses on one or more properties or within one or more buildings can demonstrate parking utilization in staggered peak periods, a shared parking plan may be approved by the Planning and Zoning Administrator to reduce the minimum number of required off-street parking spaces for the applicable land use(s). A shared parking plan for the reduction of off-street parking requirements may be submitted to the Planning and Zoning Administrator subject to the following requirements:
 - 1. Shared parking plans must incorporate parking facilities located within five hundred feet (500 ft.) of the subject property or subject properties; and
 - 2. To the greatest extent practicable, adjacent lots included in a shared parking plan shall be connected for vehicular passage and shall provide safe and efficient pedestrian access to all uses served by the parking facilities.
- iii. **Review of Shared Parking Plan.** A decision pertaining to an application for a shared parking plan shall be based on the following factors:
 - 1. The number of parking spaces otherwise required for the land uses that will share the parking facilities designated in the shared parking plan;
 - 2. Documentation that the peak parking utilization for the land uses occurs at different days and/or times;
 - 3. The demonstrated accessibility of the shared parking facilities; and
 - 4. Such other relevant documentation as the applicant(s) may provide to the City in conjunction with a parking reduction application.
- iv. **Effect of Approval of Shared Parking Plan.** When a shared parking plan application is approved, the modified number of required off-street parking spaces for the applicable land uses shall be the largest number of parking spaces needed for the applicable land uses during the most intensive time period of parking utilization as demonstrated by the evidence presented with the application.

- v. **Auto-Share Parking Spaces.** The required minimum number of off-street parking spaces for a land use may be reduced by up to four (4) off-street parking spaces for each off-street parking space that is reserved for auto-share parking; provided however the satisfaction of this parking reduction condition may not result in an off-street parking space reduction in excess of 10%. Auto-share parking spaces shall be designed in a plan to be submitted for review by the Planning and Zoning Administrator; such plan must propose how the auto-share parking spaces will be reserved for auto-share parking.
- vi. **Transit Proximity.** The required minimum number of off-street parking spaces for a land use or land uses may be reduced by up to 10% if more than 50% of the subject property is located within 1,200 feet of any public transit stop. If an existing transit stop is subsequently eliminated, any previously permitted parking reduction shall remain valid, provided that an active transit route remains within 1,200 feet of the development.
- vii. **Bike Lockers and Shower Facilities.** The required minimum number of off-street parking spaces for a non-residential development may be reduced by 5% if such development contains shower and clothing and bike locker facilities for bicycle commuting employees. The required minimum number of off-street parking spaces for a multi-family development may be reduced by 5% if such development contains interior bicycle parking for residents. In each case, the reduction shall apply only to that portion of the minimum off-street parking requirement attributable to the employees or residents that have access to the shower and locker facilities.
- viii. **Review and Revocation.** Upon the grant of a reduction in the minimum number of off-street parking spaces hereunder, the Planning and Zoning Administrator shall periodically review the land uses associated with any approval to determine compliance with such approval. If the Planning and Zoning Administrator determines upon review of any approved application that the terms of any approved plan are not being complied with, then the Planning and zoning Administrator may revoke such approval, and the applicable land use shall be required to satisfy the minimum off-street parking requirement otherwise set forth under Table 1105.01A hereof.

G. Parking and Loading Design Standards

- i. **Location.** A parking space required for a dwelling unit shall be provided on the same lot as the dwelling unit. The standard size for a parking space installed in accordance with these provisions shall be 9' X 18.' A parking space required for a use other than a dwelling unit shall be located on the same lot as the use, except that some or all of such required spaces may be located on another lot within three hundred feet (300') of the use if authorized in the approval of the site plan. Parking or loading facilities shall not be permitted on the right-of-way of any publicly dedicated thoroughfare, except as provided by a public authority.
- ii. **Setbacks.** Off-street parking and loading facilities, with the exception of driveways leading from the public right-of-way to aisles or spaces, shall be located as follows:
 - 1. Required unenclosed parking spaces for Attached Single-Family, Detached Single-Family, Two-Family, and Multi-Unit Dwellings may be provided on paved areas within the front yard required for such structure. Parking shall not be permitted on unpaved areas;
 - 2. No part of any parking lot shall be located closer than five feet (5') to a public right-of-way;
 - 3. Parking may be located in the required front yard in any industrial district, but not closer than twenty feet (20') to a public right-of-way;

COMMON REGULATIONS

4. In any commercial district, parking shall not be located in the area between the frontage and the front setback. The area between the frontage and the front setback shall be improved as a grass and or planting area. Ingress and/or egress through this planting area shall be restricted to a driveway or driveways not to exceed thirty feet (30') in width. Under no circumstances will service roads and or driveways parallel to the right of way be permitted. the grass and/or planting area and driveways are to be made a part of the plot- grade-utility plan and are to be approved by the Service Director and City Engineer.
- iii. **Screening.** Any parking lot which contains more than ten (10) parking spaces and which is located closer than fifty feet (50') to the lot line of any lot which is used for a dwelling, school, hospital, or other institution for human care shall be screened by a fence, wall, or hedge of acceptable design installed at each edge of the parking lot which faces the use noted above. Such fence, wall, or hedge shall be no less than four feet (4') nor more than six feet (6') in height and shall be maintained in good condition without any advertising thereon. The space between such fence, wall, or hedge and the lot line of the adjoining premises shall be landscaped with grass, hardy shrubs or evergreen ground cover and maintained in good condition.
- iv. **Access.** Adequate ingress and egress from the public right-of-way and within the lot shall be provided for all parking and loading spaces. Access for all parking and loading facilities (except those required for Attached Single-Family, Detached Single-Family and Two-Family dwellings) shall be designed to permit any vehicle entering or leaving the premises to be traveling in a forward motion. Driveways shall be located to minimize conflict with vehicular and pedestrian traffic in the public right-of-way. Driveways and service roads shall not be located parallel to the right-of-way. Driveways for non-residential uses shall not exceed thirty feet (30') in width at the right-of-way line nor more than thirty feet (30') at the curb cut line of the street unless otherwise approved by the individual or administrative body reviewing the site plan for the subject property.
- v. **ADA Requirements.** All parking facilities that require accessible parking spaces shall ensure that a portion of the total number of required parking spaces are specifically designated, located, and reserved for use by persons with physical disabilities, in accordance with the standards in the federal Americans with Disabilities Act (ADA). The following standards apply:
 1. The closest parking spaces to the main entrance shall be devoted to the required accessible parking spaces; and
 2. At least one accessible parking space shall be 12 feet (12') wide to accommodate an

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

accessible van or paratransit.

vi. Minimum Aisle Width. Minimum aisle width to access parking spaces shall be as follows:

1. Minimum Aisle Width (feet)

vii. Loading Spaces

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

viii. Paving and Improvements

1. All required parking and loading facilities shall be paved with a durable, dust-free surface such as asphalt or concrete.
2. Parking facilities shall be designed to direct surface water into an adequate storm drainage system. Drainage of surface water onto adjacent properties, walkways, or public streets is prohibited.
3. Paint lines shall be installed and maintained to mark the locations of all parking and loading spaces. Wheel blocks shall be installed for all parking spaces which abut unpaved areas of a lot.

ix. Lighting. Lighting may be installed and arranged as to direct the light away from adjoining properties and public rights-of-way.

H. Maintenance of Parking Lots Required. All paved areas shall be maintained free of holes, litter, trash, and other debris. Within thirty (30) days of the date on which a non-residential use of a lot is terminated, the owner shall install a barricade at all points of vehicular access in a manner approved by the Zoning Administrator.

I. Reserved Parking Lot. In conjunction with the site plan and design review, the applicable reviewing individual or administrative body may approve, upon request of the applicant and review of the site plan, construction of fewer parking spaces than required by Table 1105.01A for a proposed use and site development. In making such determination, the reviewing individual or administrative body shall nevertheless require that the additional area needed to accommodate the required number of parking spaces be reserved as landscaped open areas on the lot. The layout and design of the parking spaces, aisles, and drives of such reserved parking lot shall be indicated on the approved site plan and shall comply with provisions of this Zoning Code.

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The layout and design of the parking spaces, aisles, and drives of such reserved parking lot shall be indicated on the approved site plan and shall comply with provisions of this Zoning Code.

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

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

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

TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Equipment Repair - Heavy	1 for each 500 s.f. of floor area
Equipment Repair - Light	
Vehicular Care Services - Major	
Vehicular Care Services - Minor	
Vehicular Repair - Heavy	
Vehicular Repair - Light	
Camping	1 for each 3 patrons
Community Facility - Outdoor Recreation	
Community Facility - Park	
Community Facility - Golf Course	
Outdoor Enterprise	
Indoor Enterprise	Club - 1 for each 100 s.f. floor area Recreation Facility - 1 for each 200 s.f. floor area
Private Club	
Shooting Range - Indoor Only	
Studio - Art	
Studio - Gymnastics/martial arts	
Community Facility - Activity Center	1 for each 200 sq. ft. of gross floor area
Community Facility - Detention and Corrections	
Community Facility - Government Administration and Courts	
Community Facility - Public Health Safety	
Overnight Lodging - Bed and Breakfast	1 per sleeping room or suite
Overnight Lodging - Boutique Hotel	
Overnight Lodging - Hotel	
Overnight Lodging - Limited Service	
Overnight Lodging - Resort	

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TABLE 1105.01A - REQUIRED PARKING SPACES	
USE	OFF-STREET PARKING SPACES REQUIRED
Junk storage and sales	1 per 1,000 sq. ft. of gross building area
Storage - Contractor	
Storage - Commercial Gases	
Storage - Self-Store	
Storage - Vehicular and Boat	
Warehouse - Large Format	
Warehouse - Small Format	
Air Transportation Services	1 for each 1,000 sq. ft. of sales area
Vehicle Care Services - Washes	To be Completed
Vehicular Sales - Boats	1 per 1,000 sq. ft. of gross building area
Vehicular Sales - Automobiles	
Vehicular Sales - Motorcycles	
Vehicular Sales - Recreational Vehicles	
Mortuary	1 for each 50 s.f. floor space
Temporary Uses	As determined by the Planning and Zoning Administrator

SECTION 1105.03 SIGNS

TABLE 1105.03A PERMITTED PRINCIPAL SIGNS BY ZONE AND DISTRICT

DISTRICT/ZONE	MONUMENT SIGN	PROJECTING SIGN	WALL SIGN	AWNING SIGN	ROOF SIGN
Olde Reynoldsburg Neighborhood District (ORD-N)	MU or NR				
Olde Reynoldsburg Commercial District (ORD-C)	X	X	X	X	X
Brice and Main Street District (BMD)	X	X	X	X	
East Main Street District (EMD)	X	X	X	X	
Community Commercial (CC)	X	X	X	X	
Residential Zones (SR and RM)	NE or NR	NR			
Innovation Zone (I)	X	X	X	X	
Sign Key: MU - Multi-Unit Development NR - Non-Residential Development, excluding home occupation NE - Neighborhood Entry Sign					

- A. Purpose and Applicability.** This section regulates the type, number, design, size, time of display, location, maintenance, and other characteristics of signs in order to: protect the public health, safety, and welfare in all zones and districts; promote clarity in sign communications; promote harmony between and among the physical characteristics of signs and the physical characteristics of surrounding land, structures, and other development features; and to promote attractive and orderly appearance in all districts. The provisions of this section shall apply to all existing signs, to all signs erected or installed after the effective date of this Zoning Code, and to any sign which replaces an existing sign or component thereof.
- B. Zoning Sign Permits Required.** Every sign, except those specifically exempted by the provisions of this section, shall only be erected or installed subsequent to and in conformance with the provisions of a zoning sign permit issued by the Planning and Zoning Administrator. The Planning and Zoning Administrator shall not be required to issue a zoning sign permit to any use or business that does not have a valid zoning certificate or that is otherwise not in compliance with the Zoning Code, Building Code or Property Maintenance Code. For the purposes of approving a sign in conformance with the Zoning Code, a zoning sign permit shall have the same effect as a zoning certificate.

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C. Signs Requiring Permits

- i. **Signs in Zones and Districts.** Signs shall be permitted in the respective districts as established in Table 1105.03A: Permitted Signs and as further provided in this section.
- ii. **Signs in Olde Reynoldsburg Districts.** Subject to the approval of the Planning and Zoning Administrator or the ~~Planning Commission~~ Planning and Zoning Board, as applicable, in conjunction with the certificate of appropriateness process required under Section 1109.21, signs shall be permitted in Olde Reynoldsburg Districts as established in Table 1105.03A and in conformity with the following specific provisions:
 1. **Residential Signs – Olde Reynoldsburg Commercial District (ORD-C) and Olde Reynoldsburg Neighborhood District (ORD-N).** One (1) monument sign per entrance may be located on a lot or lots within a multi-dwelling unit development within the ORD-C or ORD-N. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
 2. **Non-Residential Use or Mixed-Use Signs – ORD-C.** The following sign types shall be permitted to be displayed on structures or buildings utilized for non-residential or mixed-use purposes in conformity with the following specific provisions:
- iii. **Sign Lighting.** The following types of lighting shall be permitted in the ORD-C: exterior illuminated, gooseneck lighting, shadow lit, bulb surround – non-flashing or blinking, and bulb surround – flashing or blinking.
- iv. **Changeable Copy Types.** The following changeable copy types shall be permitted in the ORD-C: channel letters.
- v. **Principal Signs.** A maximum of two (2) of any combination of the following sign types shall be permitted per lot in the ORD-C in accordance with the following provisions:
 1. **Wall Sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, one (1) additional wall sign may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
 2. **Projecting Sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which

extends over a public right-of-way shall provide for a hold-harmless agreement with the City.

3. **Roof Sign.** One (1) roof sign constructed of metal with a maximum surface area of eighty (80) square feet may be located on the roof of a principal structure located in the ORD-C. Such roof sign shall be setback a minimum of five feet (5') from the edge of the roof of the principal structure and may be illuminated with a direct light.
 4. **Awning Signs.** A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").
 5. **Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the ORD-C. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
- vi. **Signs in Residential Zones (SR and RM Zoning Districts).** Subject to the approval of the Planning and Zoning Administrator or the **Planning Commission Planning and Zoning Board**, as applicable, in conjunction with the site plan and design review process required under Section 1109.17~~19~~, signs shall be permitted in the SR and RM zones as established in Table 1105.03A and in conformity with the following specific provisions:
1. **Sign Lighting.** The following types of lighting shall be permitted in RM zones: exterior illuminated and gooseneck lighting. Sign lighting is not permitted in SR zones.
 2. **Changeable Copy Types.** Changeable copy types are not permitted in SR and RM zones.
 3. **Principal Sign Types.** The following sign types shall be permitted in the SR and RM zones in accordance with the following provisions:
 4. **Neighborhood entry sign.** One (1) or more permanent ground signs may be located on a lot or lots within a subdivision or multi-family dwelling development. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
 5. **Flags.** Flags are permitted as a supplemental sign type in SR and RM zones.
 6. **Real Estate Signs.** One (1) freestanding real estate sign per lot frontage is permitted on premises for individual lots or building until such lots are sold or rented in accordance with the following provisions:
 - (a) Maximum Sign Face. Six (6) square feet.
 - (b) Maximum Height. Five (5) feet.
 - (c) Location Requirements. At least one foot from street right of way and at least five feet from side or rear lot lines.
 - (d) Time Restrictions. Sold signs shall be removed within five (5) calendar days from closing on the sale of the subject property.

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7. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- vii. **Signs in Commercial and Mixed-Use Zones. (BMD/EMD Districts, CC Zone, and Innovation Zone).** Subject to the approval of the Planning and Zoning Administrator or the ~~Planning Commission~~ **Planning and Zoning Board**, as applicable, in conjunction with the site plan and design review process required under Section 1109.17~~19~~, signs shall be permitted in commercial and mixed-use zones as established in Table 1105.03A and in conformity with the following specific provisions:
 1. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
 2. **Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
 3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12") in height.
 4. **Monument Sign.** One (1) monument sign with a base constructed of stone or brick may be installed in commercial or mixed-use zones. In the EMD or BMD the base shall be constructed of brick only. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
- viii. **Signs in Open Space/Schools Zone.** Signs in the OS zone shall be subject to review and approval by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Planning Commission~~ as applicable.

D. Supplemental Signs Non-Residential Districts. In addition to the above-listed principal sign types the following supplemental sign types are exempt from zoning sign permits and may be permitted in non-residential districts, as specified below, in accordance with the following provisions:

- i. Banner Signs.** In all non-residential districts a maximum of one (1) banner sign may be permitted in accordance with the provisions set forth under this subsection. Banner signs shall be a maximum of thirty-two (32) square feet and shall be located a maximum of eight feet (8') above grade. The display of banners shall be allowed for no more than forty-five (45) days per year.
- ii. Flags.** Flags are permitted as a supplemental sign type in all non-residential districts.
- iii. Sandwich Board Signs.** A maximum of one (1) sandwich board sign may be permitted in accordance with the provisions set forth under this subsection. Sandwich board signs shall have a maximum sign face area of six (6) square feet with a maximum board width of twenty-four inches (24") and a maximum board height of thirty-six inches (36"). Any sandwich board located in accordance with this subsection shall be constructed of wood and shall be displayed for a maximum of twelve (12) hours per day.
- iv. Real Estate Signs.** Any combination of free-standing, wall or window real estate signs may be located upon any non-residential property for a total of three (3) signs, provided that such signs do not exceed the permitted dimensions for the corresponding sign-type in the zoning district that is applicable to the subject property. Notwithstanding anything to the contrary contained herein, if freestanding signs are not permitted in the zoning district applicable to the subject property, then one free-standing sign not exceeding seven (7) feet in height with a maximum sign face of twenty (20) square feet may be located upon the subject property. All real estate signs located in accordance with this subsection shall be removed within five (5) calendar days from closing on the sale of the subject property.
- v. Window Sign.** Up to two (2) window signs no larger than thirty percent (30%) of the surface area of the window or windows on which such sign or signs are placed. **Any object located within (3) three feet of the window pane that obstructs the interior view of any commercial building will be subject to all applicable window sign regulations.** Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.
- vi. Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.

E. Generally Applicable Regulations for all Signs.

- i. Sign height.** The height of a sign shall be measured from the finished grade which shall be defined as that point where the grade line intersects the front wall of the building. The height of a sign may not be artificially increased beyond the permitted height by placement of the sign on an earth mound.
- ii. Sign setbacks.** Signs shall be located in conformity with the side and rear yard requirements of the applicable zone or district.
- iii. Sign colors.** No sign requiring a permit under the provisions of this chapter shall contain more than four (4) colors, including black and white. Where a corporate logo is used, the logo shall

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count as one of the four (4) colors. Where a multi-tenant sign is present, no individual sign face panel may contain more than four (4) colors.

- iv. **Construction.** All signs shall be properly constructed and maintained to ensure that no safety hazard is created. All signs shall be built in conformity with the requirements of the Building Code and the procedures of the Building Division.
- v. **Location.** Except as otherwise provided in this Zoning Code, no sign or any part of any sign shall be placed in, over or extend into any public right-of-way.
- vi. **Lighting.** The level of illumination emitted or reflected from a sign shall not be so intense as to constitute a safety hazard to vehicular movement on any street from which the sign may be viewed, as determined by an average person. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent lots or streets.
- vii. **Concealment of Wires and Components.** Irrespective of the sign type permitted under this section, all wiring and components of such sign shall be concealed from public view.
- viii. **Contractor Identification.** All signs shall be plainly marked with the name of the person or company that installed the sign.
- ix. **Maintenance and Repair Required:**
 - 1. The owner of a sign shall repair, support, clean, repaint, or perform any maintenance service necessary to maintain the reasonable and proper appearance and condition of the sign. Whenever the Planning and Zoning Administrator determines a sign to be in need of repair, support, cleaning, repainting or other maintenance, he/she may issue a notice to the sign owner to complete the needed repairs or maintenance.
 - 2. All sign face panels shall be intact and free from cracks. No sign shall be permitted to exist without an intact face panel. Whenever the Planning and Zoning Administrator determines that a sign face is cracked or not intact, he/she may issue a notice to the sign owner to replace the sign face.
 - 3. If the Planning and Zoning Administrator determines that the existing condition of the sign creates an immediate hazard to the public health, safety or welfare, he/she shall issue a notice to the owner requiring the sign to be removed immediately.

F. Nonconforming Signs.

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

- iii. A nonconforming sign shall not be structurally relocated or replaced, unless the new sign is in compliance with this chapter.

G. Abandoned Signs and Sign Faces.

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

H. Special Sign Regulations for Gasoline Stations. Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:

- i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.
- ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.
- iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

SECTION 1105.05 ACCESSORY STRUCTURES

A. Generally Applicable Regulations for Accessory Uses and Accessory Structures. An accessory use or accessory structure shall be permitted in any district provided that:

- i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;
- ii. It is subordinate to and serves the main use or building;

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

B. Accessory Dwelling Units

- i. 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.
- ii. Except as otherwise provided in this Zoning Code an Accessory Dwelling Unit
 - 1. 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;

2. Shall follow the side yard setbacks set forth in the applicable zoning district for the primary dwelling unit ;
3. Shall be no closer than 8 feet (8FT) from the rear lot line;
4. Shall not be located closer than ten feet (10FT) to a main building;
5. Shall not occupy more than 20% of the required rear yard;
6. 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;
7. 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;
8. Exterior finish materials must be compatible with existing primary dwelling unit;
9. Only one entrance is allowed and must be located on the primary façade facing the street.

C. Garage Standards

- i. 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.
- ii. **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.

D. Service Structures

- i. Electrical transformers, generators, storage tanks, utility vaults and heating or cooling units which extend beyond the surface may be built in the rear and side yard.
- ii. Service structures shall maintain a three (3) foot setback from all lot lines

SECTION 1105.06 RESIDENTIAL DESIGN STANDARDS

- A. Purpose and Intent.** The following design standards are intended to enhance the character, aesthetics, and architectural consistency of residential development in the Suburban Residential (SR) and Residential Medium (RM) Districts.

B. Entry to Residential Buildings

- i. Entries shall be visible from the front of the building and shall connected to a paved driveway or sidewalk by a clearly delineated pedestrian walkway.
- ii. At least two building materials should be used for exterior walls (excluding trim and cornices) on all building facades with road frontage.

C. Building Articulation and Openings

- i. All dwellings must incorporate design features such as offsets, balconies, projections, recesses or covered entrances, windows, doors, window reveals, or similar elements to create horizontal and

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vertical relief and avoid box-like forms.

- ii. Incorporate at least three of the following features, consistent in design style, that provide articulation and design interest consistently throughout the project:
 - 1. Decorative trim elements that add detail and articulation, such as door surrounds with at least a two-inch depth, decorative eave detailing, belt courses;
 - 2. Pitched / variegated roof forms;
 - 3. Roof overhangs at least 12 inches deep;
 - 4. Variety in use of materials, especially at ground level stories, for detailing at porches / entry areas, paneling at bays or at special parts of the building;
 - 5. Building base (typically bottom three feet) that is faced with a stone or brick material, or is delineated with a channel or projection; and/or
 - 6. Railings with a design pattern and materials such as wood, metal, or stone which reinforces the architectural style of the building.

D. Garage Standards.

- i. Side entry garages shall have windows on the front facing wall.
- ii. 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.
- iii. For detached single-family 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.

E. Driveway Standards

- i. Driveways shall be located at least 3 feet away from the property line unless the driveway is extended into the nearest front private or public right-of-way.
- ii. ~~Driveways are permitted to be 10 feet in width for each primary garage space.~~
- iii. ~~No driveway is permitted to be located beyond the front setback line of the primary structure unless there is a side entry garage, in which case the garage may not extend beyond the rear of the primary structure.~~

F. Building Orientation, Height, and Form

- i. Divide massing of a structure by limiting building length, or designing buildings with two or more of the following special features to break up building bulk, including:
 - 1. Horizontal and vertical setbacks and stepbacks (instead of a long flat wall);
 - 2. Changes in roof form and height; and/or
 - 3. Major full-height recesses (typically at least 10 feet deep) along the length of the building that successfully break the building into smaller discrete masses.

G. Architectural Design/Materials

- i. Avoid combining structural and decorative characteristics from different architectural styles into a

single building.

- ii. Incorporate the surrounding architecture when building in an established neighborhood.
- iii. Utilize durable, high-quality building materials that will last for the life of the building.
- iv. Use exterior siding materials such as stucco, wood siding, masonry, tile, wood shingles, metal panels, and glass panels. Vinyl siding and other plastic materials may be used only in conjunction with other natural materials. Scored plywood (T1-11 or similar), corrugated metal, and cinderblock used for exterior cladding are not permitted.

H. Windows

- i. Design window recesses, window trim, and other window elements to create architectural interest. Incorporate at least one of the following window features throughout the project:
 - 1. Minimum depth of at least two inches from glass to exterior of trim;
 - 2. Minimum depth of at least six inches from glass to wall edge around windows if there is no trim (this is only appropriate for certain architectural styles such as Spanish Revival or Modern); and/or
 - 3. Decorative trim elements that add detail and articulation, such as window surrounds with at least a two-inch depth.

I. Remodeling and Additions.

- i. Design remodeling projects and additions such that the exterior appearance of the building demonstrates design integrity in the following ways:
 - 1. Use complementary materials for exterior facades;
 - 2. Use window types that are similar in size, shape, and proportion of the windows on the original building and are characteristic for the architectural style; and/or
 - 3. Use consistent roof materials and roof forms.
- ii. Do not remove or cover high-quality original finish materials and ornamentation integral to the design integrity of the building.

SECTION 1105.07 LANDSCAPING AND BUFFERING

A. Purpose and Intent. These standards are intended to establish landscaping regulations that:

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

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- B. Application.** The Planning and Zoning Administrator may require a landscape plan and/or tree survey to be submitted in conjunction with any application for a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review approval. Such landscape plan and/or tree survey shall include the following:

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

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

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

- iii. The location and size of any structures presently on the lot, and those proposed to be placed on the lot.
- iv. The proposed location and description of screening to be placed on the lot in order to comply with this section.

C. General Landscape Provisions.

- i. When required by the Planning and Zoning Administrator, a landscape plan shall be approved in accordance with this chapter prior to granting a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review. A zoning certificate is not required for the addition of pervious surface including grass, mulched groundcover, other planted areas, and/or permeable or pervious pavers or paving that facilitates the infiltration of water into the soil.
- ii. No landscaped area shall be used for display and/or storage purposes.
- iii. The species, location and spacing of trees and shrubs planted in all public rights-of-way and on all sites shall be subject to approval by the Planning and Zoning Administrator.
- iv. No Certificate of Occupancy shall be granted until all conditions herein have been met; however, in the event landscaping cannot be completed due to weather conditions, or peculiar conditions related to the development of the subject property such as conditions related to phased development, the applicant shall provide financial security, in a form acceptable to the City, in the amount of one hundred twenty-five percent (125%) of the cost of materials and installation of all remaining landscaping to be completed and an estimate of such costs in order to be eligible for a Certificate of Occupancy.
- v. When phasing development upon a property, a proportionate share of landscaping acceptable to the City shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed, unless special circumstances warrant the installation of a greater amount of landscaping with any phase.
- vi. The developer and/or property owner shall be responsible for the installation and maintenance of all landscaping, buffering, perimeter treatment and screening improvements in a healthy condition. This provision shall also apply to single-family and two-family dwellings.
- vii. Bare earth shall not be considered landscaping or a landscaped area for the purposes of meeting the landscape requirements herein. Land area shall be considered “covered” if it is used for growing grass, shrubs, trees, plants or flowers, or if covered by decorative rock, stone or wood chips, or otherwise landscaped as provided herein. This provision shall also apply to single-family and two-family dwellings.
- viii. These landscaping provisions are not intended to require multiple or overlapping setbacks, buffers and perimeter treatments. When more than one (1) such standard applies, that standard which

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results in the higher landscaping or buffering requirement shall apply. Buffering and perimeter treatments may be located within the required setbacks and may be counted toward required open space except not as usable open space.

- ix. Utility easements which conflict with required buffer yards, perimeter treatment, parkway or median standards may require an alternative design approach to address such conflicts.

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

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

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

F. General Landscape Standards.

- i. The following standards shall ensure that landscaping is used to improve the aesthetic quality of a development or site in addition to providing a functional purpose and year-round interest and/or screening.
- ii. The size of landscape elements and materials shall meet minimum standards and be consistent with the size of the project and any existing streetscape. Minimum plant sizes are as follows:
- iii. Landscaping in parking areas, driveway entrances and intersections shall be designed to meet the minimum clear sight triangle as defined in the Zoning Code.
- iv. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:
- v. Plant materials used in conformance with the provisions of this section shall conform to the specifications of the American Association of Nurserymen (AAN) for number one grade and shall have all wire and twine removed prior to planting. All trees shall be balled and burlapped or equivalent. Grass sod shall be clean and free of weeds and noxious pests or diseases. Plant materials which are known to be intolerant of the area in which they are proposed to be installed, or whose physical characteristics may be injurious to the public shall not be specified for use.
- vi. If any trees or other plant materials die or become diseased and must be removed, the property owner shall be responsible for replacing all materials that were removed. In the event that existing

- preserved trees die or become diseased and must be removed; the replacement shall be based on the tree credits Table 1105.07A. If trees or shrubs are removed for convenience purposes, the property owner shall be responsible for replacing all removed materials elsewhere on the site. If adequate space is not available on the site, the replacement shall occur at a location approved by the City. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Development Director or designee determines that weather constraints require one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute a violation of this Zoning Code and the penalty requirements shall apply.
- vii. Trees and shrubs shall be planted so that at maturity they do not interfere with utility service lines and traffic safety. Trees planted near public sidewalks shall be installed in such a manner as to prevent physical damage to sidewalks, curbs, gutters, pedestrian ways, bike paths and other public improvements. A protective tree grate and vault shall be provided when trees are planted in paved areas such as plazas or sidewalks. This provision shall also apply to single-family and two-family dwellings.
 - viii. When an applicant presents that the placement of all trees and shrubs as required in this section would create an impractical landscape effect, a portion of the trees and shrubs may be located in alternative locations on the same site, subject to approval by the Development Director or designee.
 - ix. In no event shall a landscaped setback be less than six feet (6') in width, nor shall the width of the landscaped setback be inadequate to allow for the installation and healthy growing condition for the required amount of trees or shrubs.
 - x. In order to promote efficient irrigation and maintenance measures, berms shall not exceed a slope of three to one (3:1) and shall be graded to appear as smooth, rounded, naturalistic forms.
 - xi. To insure that landscape materials do not constitute a driving hazard, a clear "sight triangle" shall be observed at all street and access drive intersections. In the case of a city street intersection, the sight triangle shall consist of the area between points twenty feet (20') along both intersecting streets from their respective edge of pavements. Ground cover, perennials, shrubs and trees shall be permitted within the sight triangle provided that perennials and shrubs do not exceed a maximum height of eighteen inches (18") and tree trunks shall be devoid of limbs to a height of eight feet (8').
- G. Street Tree Requirements.** It shall be required in all zones and districts that applicants plant trees along public streets of their development. Trees shall be planted in such manner, type, quantity and locations as approved by the Planning and Zoning Administrator or the Planning and Zoning Board **Planning Commission** in conjunction with the site plan and design review process, as defined by the following conditions, and that any undeveloped street or existing street with undeveloped frontage shall conform to these requirements at the time of the development.
- i. Trees planted shall be on the list of approved street trees maintained by the City of Reynoldsburg.
 - ii. The minimum spacing between this and other trees shall be 35 feet for large trees (mature height of fifty feet (50') or more), twenty-five feet (25') for medium trees (mature height of between thirty and fifty feet (30'-50') and fifteen feet (15') for small trees (range from ten to thirty feet (10'-30') at maturity).
 - iii. The maximum spacing between trees shall be forty-five feet (45') for large trees, thirty-five feet

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(35') for medium trees, and twenty-five feet (25') for small trees.

- iv. The minimum distance between the tree and the edge of the street shall be two and one-half feet (2 ½') for a large tree, two feet (2') for medium tree and one and one-half feet (1 ½') for a small tree. In areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalks shall be two feet (2') for a large tree, two feet (2') for a medium tree and one and one-half feet (1 ½') for a small tree, as defined in approved street tree list.

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

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

H. Interior Lot Landscaping.

TABLE 1105.05B: SUMMARY OF BUFFER REQUIREMENTS

ZONE OR DISTRICT REQUIRING BUFFER	ADJACENT ZONE OR DISTRICT TO REQUIRED TO PROVIDE BUFFER	BUFFER REQUIREMENTS
SR or RM	ORD-C, EMD, or BMD	10 foot (10') buffer along all common boundaries; - One (1) tree for every forty feet (40') of linear boundary or fraction thereof; - Continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
SR or RM	CC	15 foot (15') buffer along all common boundaries; - One (1) tree for every forty feet (40') of linear boundary or fraction thereof; - Continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
Any residential use in any zoning district	Any non-residential use in SR or RM	5 foot (5') buffer along all common boundaries; - One (1) tree for every fifty feet (50') of linear boundary or fraction thereof; - Continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
SR, RM, or residential use in other zoning district	I	15 foot (15') buffer along all common boundaries; - One (1) tree for every twenty feet (20') of linear boundary or fraction thereof; - Continuous ten foot (10') high planting, hedge, fence, wall, earth mound or combination thereof.
Any zone (except for Innovation)	Adjacent freeway or arterial	- Twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to a freeway or arterial - One (1) tree for each thirty feet (30') of linear boundary, or fraction thereof; - Continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
Any zone (except for Innovation) adjoining a railroad	Any property with a railroad	- Twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to railroad boundaries; - One (1) tree for each thirty feet (30') of linear boundary, or fraction thereof; - Continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.

- i. For all new construction or land development for which a building permit and/or a zoning certificate is required, trees shall be provided for within the structure-related property lot lines, equal to or in excess of the following total tree trunk diameters (as measured one foot (1') from the ground level) for the specified building ground coverage square footage or land area square footage, by building and/or land use type, as follows:
 1. All residences and residential land uses, per dwelling unit, there must be planted one-half inch (1/2") in trunk diameter for every one 3,000 square feet of lot size or fraction thereof, with a minimum of two inches (2") of total trunk diameter.
 2. All commercial structures, including commercial-related parking, loading and trash storage areas, and all industrial, warehouse, and storage uses and their associated parking, loading,

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and trash storage areas:

- (a) Up to twenty thousand (20,000) square feet: one inch (1") trunk diameter for every two thousand (2,000) square feet or fraction thereof with a minimum of two inches (2") of total trunk diameter.
 - (b) Twenty thousand and one to fifty thousand (20,001 - 50,000) square feet: a total trunk diameter of ten inches (10"), plus one-half inch (1/2") of trunk diameter for every two thousand (2,000) square feet over twenty thousand (20,000) square feet or fraction thereof.
 - (c) Over fifty thousand (50,000) square feet: a total trunk diameter of twenty inches (20"), plus one inch (1") of trunk diameter for every four thousand (4,000) square feet over fifty thousand (50,000) square feet or fraction thereof.
 - 1) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, including related parking, loading and trash storage areas:
 - (d) Up to nineteen thousand and five hundred (19,500) square feet: one inch (1") in trunk diameter for every fifteen hundred (1,500) square feet or fraction thereof, with a minimum of two inches (2") of total trunk diameter.
 - (e) Nineteen thousand, five hundred and one to forty-nine thousand and five hundred (19,501 - 49,500) square feet: a total trunk diameter of thirteen inches (13"), plus two inches (2") of trunk diameter for every two thousand (2,000) square feet over nineteen thousand and five hundred (19,500) square feet or fraction thereof.
 - (f) Forty-nine thousand, five hundred and one (49,501) square feet and more: a total trunk diameter of twenty-five inches (25"), plus two inches (2") of trunk diameter for every three thousand (3,000) square feet over forty-nine thousand and five hundred (49,500) square feet or fraction thereof.
- ii. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited toward minimum tree planting requirements as follows:
 1. Existing trees, which are preserved, may be credited toward the tree planting requirements of this section according to Table 1105.05A - Credit for Existing Trees. Tree credits shall be given as long as all other provisions and the intent of this Zoning Code are met. Fractional caliper measurements shall be attributed to the next lowest category.
 2. No credit shall be given for existing preserved trees that are:
 - (a) Not located on the actual development site;
 - (b) Not properly protected from damage during the construction process;
 - (c) Prohibited species under the caliper size of thirteen inches (13") measured at four and one-half feet (4 1/2') above the ground; or
 - (d) Dead, dying, diseased, or infested with harmful insects.
- iii. In order to apply for credit, existing trees must be protected during construction. All existing trees shall be protected by the placement of an orange construction fence around the perimeter of the tree/trees. In order to protect the root system of the existing trees, said fence shall be installed at a minimum radius from the trunk. The minimum shall be one foot (1') of radius per one

inch (1") of caliper of the tree. (ex. On a six inches (6") diameter tree, the fence shall be placed a minimum of six feet (6') from the trunk of the tree.)

- iv. No new tree plantings shall be required if existing trees to remain on the site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements as set forth above.
- v. Any combination of existing and new trees may be used to meet the requirements of this section.

I. Property Buffer Requirements.

- i. **Grass or Ground Cover Required.** Grass or ground cover shall be planted on all portions of the required buffer not occupied by other landscape material. Trees do not have to be equally spaced but may be grouped. All landscape requirements shall be met by the applicant if his/her property is contiguous to property fully developed prior to the passage of this chapter. A landscape plan meeting the requirements of this section shall be approved by the Planning and Zoning Board **Commission** or the Planning and Zoning Administrator in conjunction with the site plan and design review process before the commencement of construction on the subject property.
- ii. **Buffer Requirements.** When one zoning classification abuts another zoning classification, a minimum buffer zone shall be required as follows:
 - 1. Any residential zone adjoining the EMD, BMD, or ORD-C; required buffer zone is ten feet (10') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound, or combination thereof.
 - 2. Any residential zone adjoining the CC required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet (40') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 - 3. Any residential use adjoining a property located in a residential zone operating with a conditional use; required buffer zone is fifteen feet (15') adjacent to all common boundaries except street frontage and shall include one (1) tree for each forty feet of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 - 4. Any residential zone or any residential use in any zoning classification adjoining an Innovation (I) District required buffer zone is twenty feet (20') adjacent to all common boundaries except street frontage and shall include one (1) tree for each twenty (20) feet of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 - 5. Any zone adjoining a freeway or arterial street prohibiting driveways; required buffer zone is twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to a freeway or arterial and shall include one (1) tree for each thirty feet (30') of linear boundary, or fraction thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.
 - 6. Any zone (except Innovation) adjoining a railroad; required buffer zone is twenty feet (20') for residential zones and fifteen feet (15') for all other zones adjacent to railroad boundaries and shall include one (1) tree for each thirty feet (30') of linear boundary, or fraction

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thereof, and a continuous six foot (6') high planting, hedge, fence, wall, earth mound or combination thereof.

J. Parking Area Landscaping Standards.

- i. Parking lots containing more than six thousand (6,000) square feet of area or twenty (20) or more vehicular parking spaces, whichever is less, shall provide interior landscaping of the peninsular or island types of uncompacted, well-drained soil that contains a minimum of six inches (6") of top soil mix, as well as perimeter landscaping.
- ii. For every ten (10) parking spaces or fraction thereof, the applicant shall provide not less than two hundred (200) square feet of interior landscaped parking lot areas containing at least one (1) tree with a minimum diameter of two inches (2") and four (4) shrubs.
- iii. The minimum landscape area permitted shall be two hundred (200) square feet with a minimum planting width of ten feet (10').
- iv. In order to encourage the required landscape areas to be properly dispersed, and to break up large expanses of parking, no individual landscape area shall be larger than five hundred (500) square feet in size in vehicular use areas less than thirty thousand (30,000) square feet and no individual landscape area shall be larger than two thousand (2,000) square feet in vehicular use areas over thirty thousand (30,000) square feet. Individual landscape areas larger than above are permitted as long as the additional area is in excess of the required minimum total.
- v. All parking lots shall provide perimeter landscaping. Parking lots shall have perimeter landscaping of a minimum width of ten feet (10') exclusive of vehicle overhang. The perimeter landscaping shall consist of a continuous evergreen hedge, evergreen trees, earthen mound or a combination thereof as required to provide a continuous opaque screen, a minimum of thirty-six inches (36") in height, within one (1) year of installation. The perimeter landscape shall also contain a minimum of one (1) deciduous tree per fifty (50) linear feet of parking perimeter.
- vi. Parked vehicles may hang over the interior landscaped area no more than two and one-half feet (2 ½'). Concrete or other wheel stops shall be provided to ensure no greater overhang on the landscaped area. Where parked vehicles will overhang, a four-foot (4') minimum spacing shall be provided from the edge of pavement to all trees.
- vii. Grass or ground cover shall be planted on all portions of the required landscaping area not occupied by other landscape material. Such material fulfills required interior or perimeter landscaping.

K. Screening and Landscaping for Service Structures.

- i. In order to properly screen service structures from the main building and neighboring lots, the following screening requirements shall apply:
- ii. Location of screening. Either a solid, opaque fence or wall or earth berm, with a continuous planting of evergreen plant material shall enclose any service structure on all sides, unless such structure must be frequently accessed, in which case screening on all but one (1) side is required. The average height of the screening fence or wall shall be one foot (1') more than the height of the enclosed structure but shall not exceed the maximum permitted height of fences and walls of the District.

- iii. Mechanical equipment and service functions associated with a building shall, to the maximum extent feasible, be incorporated into the overall design theme of the building and the landscape so that these functions are out of view from public ways and adjacent properties while allowing convenient access.
- iv. Plant material required for screening of service structures shall not count towards the fulfillment of other landscape requirements in this section. No interior landscaping shall be required within an area screened for service structures.
- v. Curbs to protect plant material. Whenever plant material is placed around any trash disposal unit or waste collection unit which is emptied or removed mechanically on a regular basis, a curb to contain the placement of the container shall be provided adjacent to the plant material. The curbing shall be at least one foot (1') from the material and shall be designed to prevent possible damage to the plant material when the container is moved or emptied.
- vi. Service structures shall be grouped together whenever possible.
- vii. The provisions of this section shall not apply to service structures located on lots with single family and two-family dwellings, except that any generator located within six feet (6') of any lot line shall be screened in accordance with this section.

L. Natural Preservation Zones.

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

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during the preliminary plat stage and shall follow the procedures set out in Chapter 1111. The Planning and Zoning Administrator may recommend to the Planning and Zoning Board **Planning Commission** the location of a preservation zone.

2. Preservation zones shall become part of the final plat or final development plan for subdivisions by the Planning and Zoning Board **Planning Commission** and approved by Council. Preservation zones shall become part of the site plan that is part of the certificate of appropriateness approval.

iv. Protection of Preservation Zones.

1. Before any activity, clearing, and/or construction begins, the entire preservation zone shall be enclosed with at least three foot (3') high orange construction fencing to prevent any access to the area. Such fencing shall protect the root systems of vegetation within the preservation zone. The fencing can only be taken down for an individual lot when an occupancy permit has been issued for the structure on the concerned lot. The fencing shall remain on the undeveloped lots until occupancy permits are granted for each lot.
2. Said preservation zone shall not be disturbed any time before, during, or after said construction except for necessary access as approved by the Planning and Zoning Administrator.
3. No permanent or temporary structure, building, or fence shall ever be placed upon, in, or under said preservation zone.
4. Utilities and roadways in preservation zones may only be installed consistent with an Environmental Plan and/or Mitigation Plan.
5. No development, clearing, thinning, construction, or work shall be performed in the preservation zone except for necessary construction as deemed necessary by the Planning and Zoning Administrator. If a preservation zone is disturbed at any time (including but not limited to utility construction and/or easement, building or grading construction) by the developer, contractor, subcontractor, house builder, property owner, or a representative, such disturbances that occur shall be restored to an approved condition. Diseased trees and/or diseased vegetation may be removed with the approval of the Planning and Zoning Administrator. Obnoxious weeds and/or brush of less than one inch (1") caliper may be removed without destroying the integrity of the preservation zone.

6. No dirt, stones, wood, or debris shall be placed within the preservation zone.
7. Trees located in a preservation zone that have been pushed over, cut apart, blown over, or fallen due to aging and/or deterioration are the property owner's responsibility to remove from the preservation zone.
8. A utility company servicing and/or installing utilities in the designated preservation zone shall also be subject to these restrictions.
9. These restrictions shall be printed on the final plat, the final development plan, and/or site plan.
10. Drainage shall not be changed in a manner that will damage the preservation zone..
11. The developer shall notify all contractors, utility companies, and/or cable companies doing work in the concerned subdivision of the preservation zone requirements.

SECTION 1105.09 EXTERIOR LIGHTING

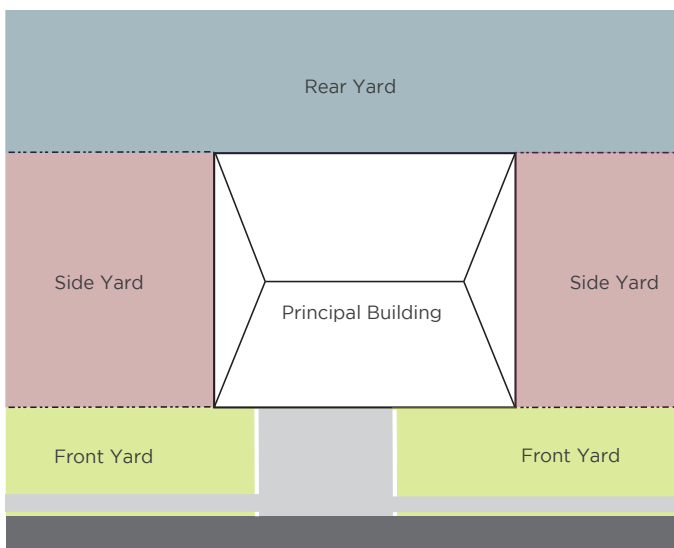
- A. Purpose and Applicability.** The purpose of this section is to ensure that all exterior site and building lighting shall not affect the reasonable use and enjoyment of adjacent properties but provide minimum levels to enhance safety of individuals and property. Lighting standards shall also protect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

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SECTION 1105.11 FENCES AND SCREENING.

TABLE 1105.11A FENCE MATERIALS								
SUMMARY OF PERMITTED FENCE MATERIALS								
DISTRICT/ZONE	LUMBER	VINYL	WROUGHT-IRON	STONE	BRICK	CHAIN LINK	METAL	BARBED-WIRE
ORD-N	X	X	X	X	X			
ORD-C	X	X	X	X	X			
BMD	X	X	X	X	X			
EMD	X	X	X	X	X			
Community Commercial (CC)	X	X	X	X	X			
Residential Zones (SR and RM)	X	X	X	X	X	X ^R		
Innovation Zone (I)	X	X	X	X	X	X	X	X ^A
Open Space/Schools Zone (OS)	X	X	X	X	X			

INTERIOR LOTS



CORNER LOTS

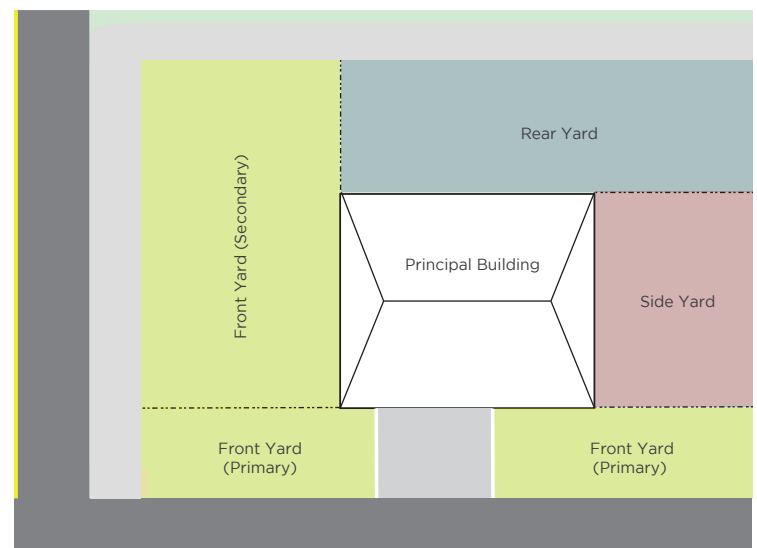


TABLE 1105.11B FENCE HEIGHT, SETBACKS AND OPACITY

SUMMARY OF FENCE HEIGHT, SETBACKS AND OPACITY						
	FRONT AND CORNER YARD FENCES			REAR AND SIDE YARD FENCES		
DISTRICT/ZONE	MAX. HEIGHT	MINIMUM SETBACK	MAXIMUM OPACITY	MAX. HEIGHT	MINIMUM SETBACK	MAXIMUM OPACITY
ORD-N	4 ft.	3 ft. from ROW	50%	6 ft.	0 ft. from property line	100%
ORD-C	4 ft.	3 ft. from ROW	50%	4 ft.	0 ft. from property line	100%
BMD	4 ft.	3 ft. from ROW	50%	4 ft.	0 ft. from property line	100%
EMD	4 ft.	3 ft. from ROW	50%	4 ft.	0 ft. from property line	100%
Community Commercial (CC)	4 ft.	3 ft. from ROW	50%	4 ft.	0 ft. from property line	100%
Residential Zones (SR and RM)	4 ft.	3 ft. from ROW	50%	6 ft.	0 ft. from property line	100%
Innovation Zone (I)	4ft.	3ft. from ROW	50%	10 ft.	0 ft from property line	100%
Open Space/Schools Zone (OS)	4ft.	5 ft from ROW	50%	10 ft.	0 ft from property line	100%

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

- vi. **Fences in Olde Reynoldsburg Neighborhood District.** The following regulations shall govern fences located upon properties in the Olde Reynoldsburg Neighborhood District:
 1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.

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4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than six feet (6FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences **shall** be placed on the property line of the subject property **unless, at the discretion of the Planning and Zoning Administrator, there is articulable and substantial basis to permit an applicant to deviate.**
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in residential districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- vii. **Fences in Residential Districts.** The following regulations shall govern fences located upon properties in residential zoning districts:
1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than six feet (6FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences **shall** be placed on the property line of the subject property **unless, at the discretion of the Planning and Zoning Administrator, there are substantial grounds to deviate.**
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in residential districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, stone ~~and chain-link (rear-yard-only)~~. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- viii. **Fences in Commercial and Mixed-Use Zones and Districts.** The following regulations shall govern fences located upon properties in commercial and mixed-use zones and districts:

1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than eight feet (8FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences **shall** be placed on the property line of the subject property **unless, at the discretion of the Planning and Zoning Administrator, there is articulable and substantial basis to permit an applicant to deviate.**
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in mixed-use districts shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- ix. **Fences in Innovation Zone.** The following regulations shall govern fences located upon properties in the Innovation Zone:
1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than three feet (3FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than ten feet (10FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences **shall** be placed on the property line of the subject property **unless, at the discretion of the Planning and Zoning Administrator, there is articulable and substantial basis to permit an applicant to deviate.**
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 100%.
 7. **Fence Materials.** Fences in the Innovation Zone shall be constructed of materials that

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match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same. Metal, non-chain-link, fences are permitted in the Innovation Zone.

8. **Barb-Wire Fences—Innovation Zone.** Fences containing barbs may be erected as rear fences to secure properties in the Innovation Zone. The Planning and Zoning Administrator shall only grant a fence permit for a fence of this type after determining that the nature and location of the fence is not a danger to the public or intended to injury persons engaged in lawful activity.
- x. **Fences in the Open Space/Schools Zone.** The following regulations shall govern fences located upon properties in the Open Space/Schools Zone:
 1. **Front and Corner Yard Fences—Height.** Between the front setback line for structures and the front facade of the principal structure, fences shall be no higher than four feet (4FT).
 2. **Front and Corner Yard Fences—Setback.** Front and corner yard fences shall be no closer to the right-of-way than five feet (5FT).
 3. **Front and Corner Yard Fences—Opacity.** Front and corner yard fences shall be constructed of an open design, which is defined as at least fifty percent (50%) open. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 4. **Rear and Side Yard Fences—Height.** Between the rear setback line or side setback line for structures and the rear façade or side of the principal structure, fences shall be no higher than ten feet (10FT).
 5. **Rear and Side Yard Fences—Setback.** Rear and side yard fences shall be placed on the property line of the subject property unless, at the discretion of the Planning and Zoning Administrator, there is articulable and substantial basis to permit an applicant to deviate.
 6. **Rear and Side Yard Fences—Opacity.** Rear and side yard fences may be constructed of materials with a maximum opacity of 50%.
 7. **Fence Materials.** Fences in the Open Space/Schools Zone shall be constructed of materials that match or compliment any existing structures on a lot. This includes but is not limited to, painted or treated lumber, vinyl, wrought iron, painted aluminum, brick, and stone. All lumber fences shall be constructed so that the finished boards hide the vertical and horizontal posts when viewed from adjacent lots unless the fence is constructed in such a manner that the finished look of both sides of the fence is the same.
- C. **Corner Lots.** In the case of a corner lot, one side will be designated as the primary front yard, i.e the principal front of the building and the second side will be designated as the secondary front yard. Setbacks in primary and secondary front yard shall be placed at least three (3) feet from the Right-of-Way.
- D. **Service Fences.** Waste containers, air conditioning units, and electrical generators may be screened with fence materials allowable in the property's district and shall be considered decorative fences and not require a permit.
- E. **Temporary Fences.** Temporary fences may be constructed without a permit for the following reasons:

- i. As required due to an unsafe building, right-of-way or utility maintenance emergency.
- ii. A construction fence in conjunction with a site that has active building permits.
- iii. In conjunction with an approved temporary special land use permit or any special event approved through the Parks and Recreation Department. Temporary fences of this nature may only be maintained for the length of the approved permit or through the duration of the special event.
- iv. Temporary horticultural fences are permitted as temporary fences within the area designated for rear fences. Temporary horticultural fences shall be of an open design, shall not exceed four feet (4FT) in height, and not enclose an area larger than five hundred square feet (500SF).
- v. Temporary fences may be constructed of materials or in a manner not consistent with the provisions of this chapter, but shall not be constructed in a manner designed to cause a hazard to public safety.
- vi. In the event a temporary fence exists for a period of thirty (30) days or more, and the Planning and Zoning Administrator determines that it is a hazard to public safety, the Planning and Zoning Administrator may require a fence permit or that the fence comply with any provision of this chapter.

F. Generally Applicable Fence Regulations.

- i. All fences, unless specifically exempt by this chapter, shall require a fence permit from the Planning and Zoning Administrator. No fence shall be erected, constructed, altered, relocated or rebuilt prior to obtaining a fence permit. An existing fence that requires new vertical posts to be set shall be considered an altered fence, and subject to a new permit. **Existing chainlink fences within the Suburban Residential zoning district may be repaired or replaced in their entirety provided that a zoning certificate is obtained and that the subject fence is placed in the same position and arrangement as the existing fence and otherwise meets the same or smaller dimensions.** For the purposes of this chapter, a fence permit shall have the same effect as a zoning certificate in proving conformance with the Zoning Code.
- ii. Fences shall only be constructed in conformance with the provisions of this chapter and of the fence permit issued by the Planning and Zoning Administrator.
- iii. No fence shall be installed in a manner or location which obstructs or alters the drainage of the lot on which it is located or of any abutting lot. All fences that are constructed abutting or across drainage easements shall be subject to the following additional regulations:
 - 1. Shadow box fences and fences of an open design, which is defined as at least fifty percent (50%) open will be the preferred fence styles. For picket fences, the distance between pickets shall be no less than the width of the pickets themselves.
 - 2. Privacy fences shall provide a gap between the vertical boards and the ground of no less than two inches (2IN).
- iv. Fences may be inspected for compliance with the provisions of this Zoning Code. If any fence is installed, erected, constructed or maintained in violation of any of the provisions of this chapter, the Planning and Zoning Administrator may notify the owner or lessee of the fence in question to repair or replace the fence so as to comply with this chapter or to remove it.

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- v. No fence shall be constructed of materials such as highway guardrails, corrugated metal, metal wire or plastic mesh, or other such materials that are not designed for use as fencing material or are not sufficiently weather resistant and durable.
- vi. No fence shall be constructed which is electrically charged, includes any material which is potentially hazardous such as spikes or barbed wire, or is otherwise designed to injure except as provided for in this chapter.
- vii. Chain-link fences may not be utilized as a means of support for wooden privacy fences.

SECTION 1105.13 SUPPLEMENTARY USE CONDITIONS

- A. Temporary Land Use.** The Planning and Zoning Administrator shall have the power to grant permits authorizing temporary special land uses for the following types of temporary events ~~sales~~: tent sales, sidewalk sales, or seasonal sales of produce, plants, firewood, or Christmas trees.

- i. Zoning Districts Where Permitted.** Temporary special land uses for tent sales, sidewalk sales, or seasonal sales of produce, plants, firewood, or Christmas trees shall only be permitted in the Community Commercial Zone (CC), the Brice & East Main Street District (BMD) and the East Main Street District (EMD).
- ii. Application and Fee.** Every person, firm or corporation desiring to obtain a temporary special land use permit, as required by this section, shall file an application with the Planning and Zoning Administrator together with an application fee. The application for a temporary special land use permit shall be accompanied by plans and specifications as required by the Planning and Zoning Administrator. This includes but is not limited to, plans that show the following:
 - 1. The shape, location, and dimensions of the lot, including the shape, size, location, and use of all buildings or other structures already on the lot, and the off-street parking layout.
 - 2. The materials to be utilized in and the shape, size, and location of all buildings and structures to be erected or moved onto the lot, including all tents, tables, stands or display racks.
 - 3. The anticipated automobile traffic flow to and from the lot and any adjacent thoroughfares, loss of off-street parking space, if any, as well as the anticipated flow of pedestrian traffic upon lot sidewalks.
- iii. Time Limitations**
 - 1. A temporary special use permit for a tent or sidewalk sale shall be effective for no longer than seven (7) days. No more than three (3) temporary special land use permits for tent sales or sidewalk sales shall be issued for a given location within a single calendar year. Temporary special use permits for tent sales or sidewalk sales shall not be issued for any given location for consecutive time periods except in the Olde Reynoldsburg Commercial District, the Brice and East Main Street District, and the East Main Street District.
 - 2. A temporary special land use permit for the sale of Christmas trees shall be effective for no longer than thirty (30) days. No more than one (1) temporary special land use permit for the sale of Christmas trees shall be issued for any given location within a single calendar year.
 - 3. A temporary special use permit for seasonal sales of produce, plants, or firewood shall be effective for a period no longer than ninety (90) days. No more than one (1) temporary

special land use permit for seasonal sales of produce, plants, or firewood shall be issued for any given location within a single calendar year.

4. The Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals** shall have the power to vary these periods and add other conditions to an approved permit as deemed necessary by the Planning and Zoning Administrator or the **Commission** Board in order to further the goals and principles of the Zoning Code.
- iv. Regulations.** A temporary special use permit shall only be granted if the Planning and Zoning Administrator determines that the proposed use, including the erection of any temporary building or structure, will:
1. Provide adequate light and ventilation between buildings and structures.
 2. Provide adequate automobile and pedestrian traffic flow.
 3. Provide adequate off-street parking.
 4. Will meet the intent of the Zoning Code or otherwise not interfere with the protection of public health, safety, and general welfare.
 5. Not be incompatible with, or otherwise adversely affect, the physical character of the community and, in particular, the surrounding area within a distance of one thousand feet (1,000FT).
 6. No temporary special use shall be permitted if it reduces the parking on a lot by greater than twenty-five percent (25%).
- v. Vacant Lots.** When the proposed temporary special use is to be conducted on an otherwise vacant or unused lot, the use shall comply with all applicable zoning regulations for the district.
- vi. Accessory Structures.** Tents and other temporary structures are subject to building permits and other regulation by the Building Division.
- vii. Variance.** The Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals** shall have the power to vary the time periods of and add other conditions to an approved permit as deemed necessary by the Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals** in order to further the intent of the Zoning Code or otherwise protect the public health, safety, and general welfare.
- B. Special Events and Community Activities.** The following regulations apply to the approval and operation of special events and community activities.
- i. Exceptions.** A temporary special land use permit shall not be required for special event or community activity permitted or organized through the Parks and Recreation Department or Public Safety Department.
 - ii. Exceptions—Open Space Districts.** A temporary special land use permit shall not be required for a special event or community activity associated with a permitted semi-public use in Open Space/Schools District provided that the special event or festival meets the following conditions:
 1. The special event or festival takes place entirely on the lot or parcel associated with the existing approved semi-public use.

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2. The special event or festival is no longer than three (3) consecutive days and that there are no more than two (2) such events or festivals at a given location within a calendar year.
 - iii. **Exceptions—Non-Profit or Charitable Organizations.** A temporary special land use permit shall not be required for a special event or community activity conducted on a commercial parcel that is organized by a non-profit or charitable organization. No more than two (2) such events shall be conducted by the same organization at the same location within a calendar year, **unless the Planning and Zoning Administrator, consultation with the Director of Parks and Recreation and Director of Public Service finds there's a substantial basis to grant an additional permit.**
 - iv. **Applicability.** Except as otherwise provided herein, the Planning and Zoning Administrator may require temporary special land use permit for any other type of special event.
 - v. **Accessory Structures.** Tents and other temporary structures for festivals and special events are subject to building permits and other regulation by the Building Division.
- C. **Regulations Applicable to Swimming Pools, Fish Ponds, and Water Parks.** A swimming pool, fish pond, or water park shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.
- i. **Private Swimming Pool.** A private swimming pool, where in-ground or above-ground shall be permitted in any commercial, mixed-use or residential district as an accessory use provided that it complies with the following conditions and requirements:
 1. Use. The pool shall be intended and used solely for the enjoyment of the occupants of the main use of the lot on which it is located.
 2. The pool, including any walks or paved areas or accessory structures adjacent thereto, shall not be located closer than ten feet (10') to any lot line, shall not be closer than 10' from the principle structure and any accessory structures, and shall not be closer to any frontage than a distance ten feet (10') greater than the setback required for a principal building.
 3. The area of the swimming pool, exclusive of decks, walks, and other appurtenances, shall not exceed ten percent (10%) of the area of the lot.
 4. No lights, diving board, or other equipment or accessory shall project more than ten feet (10') above the average finished grade of the pool site.
 5. In ground pools are required to have a fence around the pool or the property, minimum height of 4 feet with a locking gate. Above ground pools are required to have a fence around the pool or the property, minimum height of 4 feet with a locking gate or a removable ladder that is able to be locked up
 6. A swimming pool shall be installed or constructed subsequent to and in conformance with the regulations of the Building Code and a permit issued by the Building Inspector. The Building Inspector shall not issue any permit for a swimming pool until he has submitted the application for a swimming pool to the Zoning Officer who shall determine compliance with the Zoning Code and issue a zoning certificate.
 - ii. **Community or Club Swimming Pool.** A community or club swimming pool means any pool constructed by an association of property owners or by a private club for use and enjoyment by members of the association or club and their families. Community and club swimming pools

are permitted in any district, but shall comply with the following conditions and requirements:

1. A community or club swimming pool shall be intended and used solely for the enjoyment of the members, their families and guests, and guests of the association or club under whose ownership or jurisdiction the pool is operated.
2. A community or club swimming pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than one hundred feet (100') to any lot line.
3. A community or club swimming pool and all of the area used by the bathers, including all adjacent deck areas, shall be so walled or fenced as to prevent uncontrolled access by children.

iii. Fish Pond, Water Garden. A body of water designed and used as a fish pond or as a water garden shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.

1. Water depth shall not exceed twenty-four inches (24") unless enclosed by a fence forty-eight inches (48") in height with a locking gate.
2. Water surface area shall not exceed one hundred (100) square feet.

D. Portable Temporary Storage Units. A zoning certificate shall be obtained from the Zoning Administrator prior to the placement of a portable temporary storage unit on a property when the unit will be on the property for a period of more than seven days. No more than one unit is permitted on a property at any given time, the duration of which shall not exceed a period of fourteen days total. The unit must be placed on a hard surface (not grass), and must be on the property for which it is being used. The use of these units shall be limited to no more than twice in any twelve month period. Permission to exceed these limitations may be granted by the Planning and Zoning Board **Board of Zoning and Building Appeals**. A portable temporary storage units is not permitted as a permanent accessory structure regardless of the proposed location of the unit on a parcel.

i. Calamity exception. If the portable temporary storage unit is being used to store personal property as a result of major calamity (e.g. fire, flood, or other event where there is significant property damage), the Planning and Zoning Board **Board of Zoning and Building Appeals** or Zoning Administrator may extend these time periods.

ii. Approved construction project. If the portable temporary storage unit is being used to store materials as part of an approved construction project, the portable temporary storage unit may remain onsite as long as there is a valid open building permit obtained through the City of Reynoldsburg.

E. Outdoor Storage. The following regulations shall apply to the approval and operation of outdoor storage as an accessory use:

- i. Outdoor storage shall only be permitted in areas identified on the approved site plan. No such activity shall be located closer than fifty feet (50FT) to a residential zoning district boundary or road right-of-way abutting any residential zoning district or within ten feet (10FT) of any road right-of-way. Such activities shall not occupy any required parking area or driveway;
- ii. Any outdoor storage area located closer than one hundred feet (100FT) to a residential district

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- shall, if determined to be visible from such district, be screened by a landscape buffer strip or other means indicated on the approved site plan;
- iii. Illumination of outdoor storage areas shall be designed to prevent glare or direct light from the illumination source into residential areas;
 - iv. Outdoor displays shall be maintained in a neat and orderly fashion. Waste material shall be contained within a storage area completely surrounded by a gated masonry wall six feet (6FT) in height or other screening approved by the Board. Such screening shall be set back from residential districts at least six feet (6FT) and landscaped according to the approved site plan;
 - v. The site plan submitted with an application for a conditional use permit shall indicate the types of merchandise or materials to be stored, and, if applicable, any seasonal changes of merchandise or materials;
 - vi. Outdoor repair, preparation, cleaning, assembly, disassembly, or other similar activities shall not be permitted unless the nature and location of such activity is specifically identified in the application and approved by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Board of Building and Zoning Appeals.~~

F. Self-Store. The following regulations shall apply to the approval and operation of mini-storage facilities:

- i. All storage shall be within an enclosed building unless the nature and location of outdoor storage has been specifically approved by the Board in conformance with the supplementary regulations for outdoor sales, storage, or display;
- ii. Loading and unloading areas shall be paved and shall be located only as approved by the Board;
- iii. A minimum of five (5) parking spaces shall be provided near the leasing office. Sufficient space shall be provided in the paved lanes serving the storage units to accommodate on-site movement of vehicles and the parking and loading/unloading of the trucks, vans, trailers, and automobiles of persons using the units;
- iv. An on-site leasing office shall be provided;
- v. Fencing of the perimeter shall be provided as determined by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Board of Zoning and Building Appeals~~ in a manner which promotes security and presents an appropriate appearance to abutting properties;
- vi. A landscaped yard of at least twenty-five feet (25FT) in width shall be provided along any lot line of the subject site which abuts a residential area. This area shall not be covered by buildings, parking or drives;
- vii. Door openings facing residential areas shall not be permitted unless approved by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Board of Zoning and Building Appeals;~~
- viii. Activities on the site shall be limited to the storage of property only. Other activities, such as the operation of tools, rummage sales, temporary residency, shall be prohibited unless specifically permitted by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Board of Zoning and Building Appeals;~~
- ix. Hours of operation shall only be as approved by the Planning and Zoning Administrator or the Planning and Zoning Board ~~Board of Zoning and Building Appeals;~~ after consideration of the

impact of the proposed use upon the character, safety, and tranquility of the neighborhood.

G. Indoor Storage Facilities. The following regulations apply to the approval and operation of indoor storage facilities:

- i. A minimum of twenty percent (20%) of the floor area of any structure proposed to be used as an indoor storage facility shall be used for other uses permitted within the respective zoning district, unless otherwise specifically approved by the Board on the approved site plan.
- ii. All storage shall take place within an enclosed individual storage unit that is rented or leased on an individual basis. Storage shall be prohibited outside of the structure or within designated aisle areas with exception of vehicle and recreational vehicle storage areas clearly shown on the plan.
- iii. A rental or leasing office shall be required to be located on-site.
- iv. No more than one (1) external garage-door entrance shall be provided for each twenty (20) storage units within the structure.
- v. A landscaped yard of at least twenty-five feet (25FT) in width shall be provided along any lot line of the subject site which abuts a residentially zoned property. A reduction of this buffer may be approved by the Board if alternate means of screening are provided and specifically approved on the site plan.
- vi. Caretaker/residential units are prohibited.
- vii. One (1) parking space shall be located on the site for each seventy-five (75) storage units, in addition to other required parking for all other uses on the site.

H. Childcare Centers. The following regulations shall apply to conditional use permits for childcare centers:

- i. No zoning permit or conditional use permit for a childcare center shall be issued for a lot that is within one hundred fifty feet (150FT) of any lot or parcel with an approved gasoline station use, or which is likely to generate noxious fumes or vapor.
- ii. All outdoor play areas shall meet the minimum requirements outlined by the State agency with oversight of childcare centers. No play area shall be located adjacent to a loading space, loading dock or other area where vehicles are likely to idle. No play area shall be constructed in a manner that allows children access to any electrical or telecommunications box/vault.
- iii. No childcare center shall be permitted to operate between the hours of 7:00 p.m. and 6:00 a.m. the following morning unless specifically approved by the Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals**.

I. Home Occupations. The following regulations shall apply to the approval and operation of a home occupation as an accessory use in a dwelling:

- i. No person who is not a permanent resident of the dwelling shall be employed in the home occupation;
- ii. The home occupation shall be clearly incidental and subordinate to the dwelling use. No more than fifteen percent (15%) of the floor area of all buildings on the lot shall be used in the conduct of the home occupation;
- iii. There shall be no change in the outside appearance of the dwelling or lot, or other visible

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evidence of the conduct of the home occupation. No sign is permitted.

- iv. The home occupation shall not generate traffic in greater volumes than would normally be expected in a residential neighborhood.
- v. No equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in the line voltage off the premises.
- vi. Prior to establishing a home occupation, the owner or occupant of the dwelling shall apply and receive approval for a zoning certificate from the Planning and Zoning Administrator.

J. Pawnbroking, Bookmaking, Betting, Adult Oriented Businesses. The following requirements shall apply to the approval and operation of pawnbroking, bookmaking, betting, scheme/game of chance, massage establishment, body piercing establishment, tattoo establishment, adult bookstore, adult motion picture theater, adult video store: No such conditional use for these uses shall be conducted within one thousand feet (1,000FT) of the property line of any church, childcare center, public or private school, public library, public park lands, or any premises that sell or distribute alcoholic beverages.

K. Gasoline Stations. The following regulations shall apply to the approval and operation of gasoline stations:

- i. Parking of employee vehicles, vehicles used in the operation of the business, vehicles awaiting servicing or return to customers after servicing, and vehicles held for disposal shall only be permitted in the locations approved on the site plan. Parking and storage of vehicles not related to the principal use of the site shall not be permitted.
- ii. Vehicle sales, service, rental, or leasing shall not be permitted on the site unless specifically approved.
- iii. Retail sales of products other than vehicular fuels shall be permitted only within an enclosed structure which shall comply with all provisions of the district, including requirements for parking. Outdoor display, storage, or sale of goods shall not be permitted on the site unless specifically approved in the conditional use permit and in conformance with the supplementary standards for outdoor display, storage, and sale.
- iv. Temporary outdoor storage of discarded materials, vehicle parts, scrap and other waste prior to collection shall only be permitted within a storage area completely surrounded by a gated masonry wall six feet (6FT) in height or other screening approved by the Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals**. Such screening shall be set back from residential districts at least ten feet (10FT) and landscaped according to the approved site plan.
- v. Fuel pumps and canopies shall conform to all requirements of this chapter with regard to height, setbacks, and signs.
- vi. Air compressor pumps (e.g., for tire inflation) and other outdoor equipment shall be identified on the site plan and shall be located in a manner which minimizes noise impacts on residential areas.

- vii. Curb cuts shall be limited to two (2) per site. On corner lots, curb cuts shall be limited to one (1) per street.

L. Drive-Thru Service. The following regulations shall apply to the approval and operation of drive-thru establishments:

- i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.
- ii. Lanes required for vehicle access to and waiting for use of a drive-thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. The Planning and Zoning Administrator or Planning and Zoning Board **Board of Zoning and Building Appeals**, as applicable, may require a traffic study which documents the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.
- iii. The Planning and Zoning Administrator or Planning and Zoning Board **Board of Zoning and Building Appeals**, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.
- iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.

M. Solar Panels and Solar Panel Arrays. The following regulations shall apply to the installation of solar panels and solar panel arrays:

- i. **Accessory Use.** A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. A zoning certificate is required for freestanding solar panels or solar panel arrays only.
- ii. **Roof mounted solar panels and solar panel arrays.** Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.
 - 1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
 - 2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, “flat roof” shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
 - 3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.
- iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall be located in accordance with the following regulations.

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1. **Location.** Freestanding solar panels or solar panel arrays shall not be located in front of any principal building and shall not project past the width of the principal building.
 2. **Height.** The maximum height for any freestanding solar panel or solar panel array shall be the maximum height of an accessory structure in the base zoning district in which the solar panel or solar panel array is located.
 3. **Glare.** Freestanding solar panels or freestanding solar panel arrays shall be located so as not to create glare onto adjacent roads, buildings, lots, or rights-of-way.
 4. **Lot Coverage.** The maximum lot coverage for any freestanding solar panel or freestanding solar panel array shall be ten percent (10%) of the total lot area with the lot coverage being determined based upon the area of the face of the solar panels.
 5. **Screening.** All freestanding solar panels or freestanding solar panels with a ground storage battery shall secure such battery with a secure cover.
 6. **Wind Resistance.** All freestanding solar panels and freestanding solar panel arrays shall be able to withstand velocities of no less than one -hundred and ten (110) miles per hour.
- iv. **Site Plan.** Any application for a solar panel or solar panel array under this section shall be accompanied with a site plan depicting the following items:
1. The location of the panels or panel array;
 2. The height of the panels or panel array;
 3. For roof mounted panels and panel arrays, an overhead view of the roof identifying all vents, chimneys, or other appurtenances, including vertical objects (e.g. trees), that may affect the location of panels;
 4. For freestanding panels and panel arrays, a calculation of the lot coverage of the panels or panel array;
 5. An indication of whether any freestanding panel or panel array has a ground storage battery, and, if so, how such battery will be secured;
 6. The manufacturer cut sheet for the model to be installed; and
 7. Such other information as the Planning and Zoning Administrator may determined to be necessary to evaluate compliance with this section and with the Zoning Code.
- v. **Decommissioning.** The Planning and Zoning Administrator shall be notified in writing by the owner of any previously permitted solar panel or solar panel array upon the permanent discontinuance of energy production, and panels and/or arrays shall be completely removed within nine (9) months of discontinuance of use and the affected area shall be fully restored to its preconstruction condition or better within three (3) months of the date of such removal.
- N. **Licensed Medical Marajuana Cultivation, Processing, and Dispensaries.** The following regulations shall apply to conditional use permits for any medical marajuana facility:
- i. Any and all medical marajuana facilities in the City shall be licensed by the Department of Commerce and under Chapter 785 of the Codified Ordinances of the City of Reynoldsburg.
 - ii. No medical marajuana facility shall be located within a five hundred (500) feet radius of another such medical marajuana facility measured from the centerline of the front door of the establishment.

- iii. No medical marijuana facility shall be located within a five hundred (500) feet radius of any public park, residential district, or school, as measured from the centerline of the front door of the establishment.
- iv. The exterior of any medical marijuana facility shall be properly screened such that activities, with the exception of administrative tasks, occurring within the facility cannot be observed from any public right of way.
- v. Any Medical Marijuana Cultivation or Processing Facility shall not be permitted with any other use located on the same parcel of land or located within the same building.

SECTION 1105.15 TELECOMMUNICATIONS FACILITIES

- A. In recognition of the quasi-public nature of cellular and/or wireless telecommunication systems, it is the purpose of these regulations to: accommodate the need for cellular or wireless telecommunications towers and facilities for the provision of personal wireless/cellular services while regulating their location and number in the City; minimize adverse visual effects of telecommunication towers and support structures through proper siting, design, and screening; to minimize the adverse impacts that telecommunication facilities may have on the health, safety and welfare of the public; to avoid potential damage to adjacent properties from telecommunication tower and support failure; and to encourage the joint use of any new and existing telecommunication towers and support structures to minimize the number of such structures. The following requirements shall apply to conditional use permits for wireless telecommunication facilities:
- B. **Special Application Requirements.** A site plan shall include the following:
 - i. The total area of the lot;
 - ii. The existing zoning of the site and all adjoining lots;
 - iii. All public and private right-of-way and easements located on the lot;
 - iv. The location of all existing buildings and structures on the lot; all buildings or structures and uses within five hundred feet (500FT) of the tower site; and the proposed location of the wireless/cellular communication tower and all wireless/cellular communication support structures including dimensions, heights, and, where applicable, the gross floor areas;
 - v. The location and dimensions for all curb cuts, driving lanes, off-street parking spaces, grades, surfacing materials, drainage plans, illumination of the facility, and landscaping;
 - vi. The location of all proposed fences, screening and walls;
 - vii. Any other information as may be required by the Board.
 - viii. A report prepared by a licensed professional engineer documenting the height, design, proof of compliance with nationally accepted structural standards, and a description of the tower's capacity, which shall include the number and types of antennae it can accommodate.
 - ix. For the purpose of demonstrating the necessity for the erection of any new telecommunication tower, any applicant requesting permission to install a new tower shall provide evidence of written communication with all other wireless/cellular service providers who supply service within a one (1) mile radius of the proposed facility requesting use of the other providers'

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towers for collocation of the applicant's antennae. The contacted provider shall be requested to respond in writing to the inquiry within thirty (30) days. The applicant's letter(s) as well as the responses received shall be presented to the Board to demonstrate the need for a new tower.

- x. The applicant shall also provide evidence of written communication with owners of nearby tall structures within a one (1) mile radius of the proposed tower site, asking permission to install the wireless/cellular antennae on those structures. Tall structures shall include, but not be limited to: smoke stacks, water towers, buildings over fifty feet (50FT) in height, other communication towers, and roadway light poles.
 - xi. The facility owner/operator shall present a maintenance plan demonstrating responsibility for the site.
 - xii. The applicant shall provide a copy of a permanent easement or appropriate leasehold estate providing for access to the tower site. The access to the tower sight must be maintained regardless of other development that may take place on the site.
 - xiii. The communication company must demonstrate proof to the City that the company is licensed by the Federal Communications Commission (FCC).
- C. The following additional regulations shall apply to wireless telecommunications facilities:
- i. Wireless or cellular telecommunication sites shall be located at least two hundred fifty feet (250FT) from any residential zoning district.
 - ii. The setback between the base of the tower or any guy wire anchors and any property line shall be located a distance which is at least forty percent (40%) of the tower's height or fifty feet (50FT), whichever is greater.
 - iii. The maximum height of a telecommunication tower shall be two hundred feet (200FT). The maximum height of the equipment building shall be thirty-five feet (35FT).
 - iv. Maximum size of an equipment building shall be seven hundred and fifty square feet (750SF).
 - v. The minimum lot size and area restriction shall be the same as permitted for any other use in the Innovation Zone.
 - vi. A security fence eight feet (8FT) in height with barbed wire around the top shall completely surround the tower, the equipment building and any guy wires.
 - vii. Towers and antennae shall be designed to withstand wind gusts of at least one hundred miles per hour (100MPH).
 - viii. The tower shall be painted in a non-contrasting gray or similar color to minimize its visibility, unless otherwise required by the Federal Communications Commission (FCC) or Federal Aviation Administration (FAA).
 - ix. No graphics advertising is permitted anywhere on the facility.
 - x. Buffer planting shall be located around the perimeter of the security fence as follows: An evergreen screen shall be planted that consists of either a hedge or evergreen trees that shall provide a minimum of seventy-five percent (75%) opacity year round.
 - xi. The tower shall not be artificially lighted except to assure safety or as required by the FAA.
 - xii. Warning signs shall be posted around the facility with an emergency telephone number of whom

to contact in the event of an emergency.

- xiii. The owner/operator of any telecommunications facility shall design such facility so that additional service providers may add their antennae, platforms, and associated hardware to the structure at a later date. The owner/operator shall negotiate in good faith with other providers for the collocation of other service providers' antennae at the facility, shall cooperate with the City in identifying other wireless/cellular service providers for the purpose of negotiating sublease agreements for collocation of other service providers' antennae at the facility, and shall not interfere or hinder service providers from utilizing the facility.
- xiv. Where possible, an antenna or tower for use by a wireless/cellular service providers shall be attached to an existing structure or building. A new wireless communication facility shall not be erected if there is a technically suitable space for wireless communication facility available on an existing wireless communication tower or other suitable structure within the applicant's search area. The applicant must demonstrate that a technically suitable location is not reasonably available on an existing structure or that bona fide efforts to negotiate location on structures have been rejected.
- xv. Any owner of a tower whose use will be discontinued shall submit a written report to the Planning and Zoning Administrator indicating the date on which such use shall cease. If at any time the use of the facility is discontinued for one hundred eighty (180) days (excluding any dormancy period between construction and the initial use of the facility), the Board may declare the facility abandoned. The tower owner and the owner of the property upon which the tower is located shall receive written instruction from the Board to either reactive the use within one hundred eighty (180) days or dismantle and remove the facility.
- xvi. If reactivation does not occur within said period, the City may thereafter proceed to move the facility and assess the costs of removal to the owner, as well as certify those costs to the County Auditor as a lien against the property.
- xvii. In addition to the foregoing requirements, the following standards, items A. through D., shall apply to wireless or cellular telecommunications facilities permitted on a property with an existing use:
 - 1. The existing use on the property may be any permitted use or lawful nonconforming use in the Innovation Zone, and said use need not be affiliated with the wireless/cellular telecommunication provider.
 - 2. The telecommunication facility shall be fully automated and unattended on a daily basis.
 - 3. The vehicular access to the equipment building shall, whenever feasible, be provided along the circulation driveways of the existing use.
 - 4. Subsequent to approval of a conditional use permit for a telecommunication tower, the owner shall submit building permit applications to the City for any additional antennae proposed to be placed on the tower. A new zoning certificate will not be required, unless the Planning and Zoning Administrator determines that such additions do not conform with the approved conditional use permit.

SECTION 1105.17 CONVERSION OF DWELLING UNITS

- A. In the SR, RM, and ORD-N, a structure may be converted to accommodate an increased number of dwelling units, provided that the proposed dwellings and lot conform with all requirements for new

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dwelling in the district, including the permitted number of dwellings, all yard and lot dimensions, floor area for each dwelling, and required parking spaces.

SECTION 1105.19 PERFORMANCE STANDARDS

- A. Applicability.** Every permitted use and conditional use permit shall conform to the performance standards in this chapter and to the laws and regulations of the State of Ohio and of the federal government. Any use permitted by this Zoning Code may be undertaken and maintained if acceptable measures and safeguards are employed to limit dangerous and objectionable elements to acceptable limits as established by the performance standards. Compliance with these standards shall be required during all times of operation of the approved activity or use.
- B. Existing Use.** An existing use which does not conform with these performance standards shall not be enlarged or remodeled if: the enlargement or remodeling will cause greater noncompliance with the performance standards which exist at the time of the proposed enlargement or remodeling; or if the nonconforming conditions are not brought into compliance as a result of or concurrently with the enlargement or remodeling.
- C. Measurement Procedures.** Methods and procedures for the determination of compliance with these performance standards shall conform to applicable methodologies prescribed by this Zoning Code or to applicable standard measurement procedures published by the American National Standards Institute, New York, N.Y., the Manufacturing Chemists' Association, Inc., Washington, D.C. and the United States Bureau of Mines, the National Fire Protection Association, the Ohio Environmental Protection Agency, and other recognized organizations whose standards are acceptable to the Zoning Official.
- D. Studies to Demonstrate Compliance.** When the Planning and Zoning Administrator or the Planning and Zoning Board **Board of Zoning and Building Appeals** determines that either the information provided by the property owner is not sufficient to determine compliance with the performance standards without providing additional studies or expert advice, or that the information provided by the owner is of such nature, complexity, or quantity that the Planning and Zoning Administrator or the Board is not able to make a determination of compliance without additional studies or expert advice, then the Planning and Zoning Administrator shall advise the owner that such studies or advice are required. The Planning and Zoning Administrator and the Board may accept the required studies prepared by qualified professionals engaged by the owner or the owner shall deposit funds with the City as required to pay for such studies or expert advice.
- E. Control of Objectionable Processes and Operations.** The Planning and Zoning Administrator or Planning and Zoning Board **Board of Zoning and Building Appeals**, prior to the issuance of a zoning certificate, may require the submission of statements and plans indicating the manner in which dangerous and objectionable elements, including those described in the following performance standards, involved in processing and in equipment operations are to be eliminated or reduced to acceptable limits and tolerances.
- F. Performance Standards.** The following performance standards shall be applicable to the operation of any use permitted under this Zoning Code.

- i. **Fire Hazards.** Any activity involving the use or storage of flammable or explosive materials shall be protected by adequate fire-fighting and fire suppression equipment and by such safety devices as are normally used in the handling of any such material. Such hazards shall be kept removed from adjacent activities to a distance which is compatible with the potential danger involved.
- ii. **Radioactivity or Electrical Disturbance.** No activity shall emit dangerous radioactivity at any point or electrical disturbance adversely affecting the operation at any point of any equipment other than that of the creator of such disturbance.
- iii. **Noise and Vibration.** All activities shall comply with the provisions of Section 509.11 of the Code of Ordinances and all other regulations of the City relating to noise and vibration.
- iv. **Smoke Emission.** Smoke shall not be emitted with a density greater than No. 1 on the Ringelmann Chart as issued by the U. S. Bureau of Mines except for flow-off periods of ten minutes duration of one per hour when a density of not more than No. 2 is permitted.
- v. **Odors.** No malodorous gas or matter which is offensive or produces a public nuisance or hazard on any adjoining lot shall be permitted.
- vi. **Air Pollution.** No pollution of air by fly-ash, dust, vapor or other substance which is harmful to health, animals, vegetation or other property, or which can cause excessive soiling shall be permitted.
- vii. **Glare.** No direct or reflected glare which is visible from any lot outside any Industrial District or from any public street, road or highway shall be permitted.
- viii. **Erosion.** No erosion, by either wind or water carrying objectionable substance onto neighboring properties shall be permitted.
- ix. **Water Pollution.** Pollution of water shall be subject to the requirements and regulations established by the State Water Pollution Control Board.
- x. **Toxic or Noxious Matter.** No use, operation, or activity shall emit or discharge toxic or noxious matter in any form, particularly as identified on the USEPA Extremely Hazardous Substances List, which may be detrimental to the public health, safety or general welfare or which may endanger the natural environment. Provisions for the proper storage, use, and disposal of hazardous and/or toxic materials shall conform to the standards and requirements for such materials established by the USEPA and OEPA.



1107

NON-
CONFORMITIES

Non-Conformities

SECTION 1107.01 ADMINISTRATION OF NON-CONFORMITIES

- A. The following sets forth the rights of a property owner to continue, enlarge, repair, alter, replace, or discontinue a non-conforming use or structure.
- B. Table 1107.01 A summarizes the decisions relative to nonconformities and the role of each of the administrative, quasi-judicial, quasi-legislative, and legislative reviewing parties.

SECTION 1107.03 APPLICABILITY

- A. Non-conforming uses are declared by this Code to be incompatible with permitted uses in the zones and districts involved. A non-conforming use of a structure, a non-conforming use of land, or a non-conforming use of structure and land in combination, shall not be extended or enlarged after passage of this Code by attachment on a building or premises of additional signs intended to be seen from off the premises, or by the addition of other uses, of a nature which would not be permitted generally in the zone or district involved.

SECTION 1107.05 EFFECT OF ACTUAL CONSTRUCTION

- A. To avoid undue hardship, nothing in this Code shall be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of adoption or amendment of this Code and upon which actual building construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and fastened in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially commenced, such substantial excavation, demolition or removal shall be deemed to be actual construction, provided that work is carried on diligently after such excavation, demolition or removal. For the purposes of this Section 1107.05 substantial excavation, demolition or removal shall mean the completion of at least 75% of the scope of applicable work.

TABLE 1107.01 A		
DETERMINATIONS OF:	ZONING ADMINISTRATOR	PLANNING AND ZONING BOARD (PZB)
ENLARGEMENT		
Application Submitted To:	X	
Decision By:		X
Appeal To:		
REPAIR OR ALTERATION		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ
REPLACEMENT		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ
DISCONTINUANCE		
Application Submitted To:	X	
Decision By:	X	
Appeal To:		QJ
KEY		
QJ	Quasi-Judicial Decision	

SECTION 1107.07 SINGLE-FAMILY DWELLINGS

- A. In any zone or district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Code notwithstanding limitations imposed by other provisions of this Code. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the district or zone, provided that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district or zone in which such lot is located, except that the minimum side yards may be reduced ten percent (10%) of the width of the lot, provided that no side yard shall be less than the least of the applicable district or zone regulation and three feet (3FT). Variance of yard requirements shall be obtained only through action of the Planning and Zoning Board (PZB) ~~BZBA~~.

NON-CONFORMITIES

SECTION 1107.09 CONTIGUOUS LOT

- A. If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Code, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purpose of this Code, and no portion of such parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Code, nor shall any division of any parcel be made which creates a lot width or area below the requirements stated in this Code.

SECTION 1107.11 ALTERATION OF NON-CONFORMING STRUCTURE

- A. No such non-conforming structure may be enlarged or altered in a manner which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
- B. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - i. No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
 - ii. Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
 - iii. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
 - iv. Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 3 or more continuous months, the non-conforming use shall be permanently terminated.
 - v. Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage. The PZB ~~BZBA~~ may approve the reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of a site and design plan submitted in accordance with the requirements for site and design plan submittal under Chapter 1109.

SECTION 1107.13 CONTINUATION OF NON-CONFORMITY

- A. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- i. No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
 - ii. Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
 - iii. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
 - iv. Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 3 or more continuous months, the non-conforming use shall be permanently terminated.
 - v. Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage.
 - vi. The PZB ~~BZBA~~ may approve the reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of an application for variance submitted pursuant to Chapter 1109 of this Code.

SECTION 1107.15 REPAIRS AND ALTERATIONS

- A. Repairs, alterations and maintenance work as required to keep said non-conforming structure in sound condition and repair may be made to a non-conforming structure; provided that the total repairs and alterations shall not exceed 50% of the structure's then fair market value.
- B. Nothing in this Code shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

NON-CONFORMITIES

SECTION 1107.17 EFFECT OF PRIORI REGULATIONS

- A. Chapter 1195 of Ordinance 37-69 (passed May 12, 1969) established requirements for certificates for those lawful non-conforming uses which were established prior to the effective date of that ordinance. The adoption of this Code shall not repeal or diminish those requirements or rights which were applicable to the lawful non-conforming uses which were subject to Ordinance 37-69.
- B. Uses and structures established subsequent to the effective date of Ordinance 37-69 shall have been established in conformance with the provisions of that ordinance and its subsequent amendments in order to be deemed lawful.
- C. Any lawfully existing use or structure existing on the effective date of this Code, which use or structure does not conform with one (1) or more of the provisions of this Code, shall be deemed a non-conforming use or structure under the provisions of this Code. Provided that such non-conforming use or structure was established in conformance with the zoning provisions in effect prior to adoption of this Code, and provided that such use or structure was established under authorization of and in conformance with a permit or other authorization issued by the City, then such use or structure shall be a lawful non-conforming use or structure and shall be permitted to continue under the provisions of this Code.

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ADMINISTRATION
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Administration and Procedures

SECTION 1109.01 REVIEW AND APPROVALS SUMMARY

- A. This Chapter sets forth the powers and duties of the Planning and Zoning Administrator and the Planning and Zoning Board ~~Board of Zoning and Building Appeals (BZBA), and the Planning Commission~~ relative to the administration and enforcement of this Zoning Code.
- B. The following table summarizes the applications and role of each of the administrative, quasi-judicial, quasi-legislative, and legislative reviews set forth in this Title and the responsible reviewing party:

TABLE 1109.01A			
APPLICATION TYPE	ZONING ADMINISTRATOR	PLANNING AND ZONING BOARD (PZB)	COUNCIL
ZONING CERTIFICATES			
Application Submitted To:	X		
Decision By:	A		
Appeal To:		QJ	
VARIANCES			
Application Submitted To:	X		
Decision By:		QJF	
Appeal To:			
CONDITIONAL USES			
Application Submitted To:	X		
Decision By:	A	QJF (optional)	
Appeal To:			

TABLE 1109.01A			
APPLICATION TYPE	ZONING ADMINISTRATOR	PLANNING AND ZONING BOARD (PZB)	COUNCIL
SIMILAR USE DETERMINATION			
Application Submitted To:	X		
Decision By:		QJ	
Appeal To:			QJ
SITE PLAN REVIEW AND DESIGN REVIEW			
Application Submitted To:	X		
Decision By:	A Standard Plan	QJ Major Plan	
Appeal To:			
ZONING TEXT AND MAP AMENDMENT			
Application Submitted To:	X		X
Decision By:	A	QL	LS
Appeal To:			

KEY	
A	Administrative Decision
QJ	Quasi-Judicial Decision
QJF	Quasi-Judicial Decision-Final Appealable Decision
QL	Quasi-Legislative Decision
LS	Legislative Decision
X	Responsible for Application Intake and Determination of Completeness

ADMINISTRATION AND PROCEDURES

SECTION 1109.03 PLANNING AND ZONING ADMINISTRATOR

- A. Unless otherwise directed by the Director of Development, the Planning and Zoning Administrator shall have the following responsibilities and powers:
- i. Enforce the provisions of this Code and interpret the meaning and application of its provisions;
 - ii. Receive, review and make determinations on applications for zoning certificates;
 - iii. Issue zoning certificates as provided by this Code and keep a record of same with notations of special conditions involved;
 - iv. Review and process standard site and design plans pursuant to the provisions of this Code;
 - v. Make determinations on whether violations of this Code exist, determine the nature and extent thereof, and notify the owner in writing pursuant to the procedures in this Code;
 - vi. Conduct inspections of buildings and uses of land to determine compliance or noncompliance with this Code;
 - vii. Review, process, and approve or deny applications for conditional use permits pursuant to the provisions of this Code.
 - viii. Maintain permanent and current records required by this Code, including, but not limited to, the Zoning Map, zoning certificates, inspection documents and records of all variances, amendments and Conditional Uses, which shall be made available for use of the Council and Planning and Zoning Board ~~, Planning Board, the Board of Zoning and Building Appeals (BZBA)~~ and the public;
 - ix. Determine the existence of any violations of this Code and enforce this Code;
 - x. Revoke a Zoning Certificate or approval issued contrary to this Code or based on a false statement or misrepresentation on the application;
 - xi. Administer the Flood Plain regulations set forth under Chapter 1103 of this Code; and
 - xii. Such other administrative duties as specifically granted to them from time to time by the Mayor or the Director of Development

SECTION 1109.05 PLANNING AND ZONING BOARD PLANNING COMMISSION

- A. The City of Reynoldsburg Planning and Zoning Board ~~Planning Commission~~ is established and organized in accordance with Section 7.01, Article VII of the Charter.
- B. The Planning and Zoning Board ~~Planning Commission~~ shall have the following powers and duties under this Code and in furtherance of the Charter:
- i. Initiate advisable Zoning Map changes, or changes to the text of the Code where the same will promote the best interest of the public in general through recommendation to the City Council;
 - ii. Review all proposed amendments to this Code, whether map amendment or text amendment;
 - iii. Review plats and subdivision regulations in accordance with Chapter 1111;

- iv. Review and approve or deny approval of certificates of appropriateness, as provided in Chapter 1109.1921 hereof;
- v. Review of site plans in accordance with Chapter 1109.1749 hereof;
- vi. Establish such reasonable conditions, regulations, and standards in the approval of a district change, site plan and design approval, certificate of appropriateness, or other official action as necessary to ensure a project complies with the purpose and intent of this Code and of the ordinances of the City;
- vii. Exercise any powers, duties or functions provided to municipal planning Boards by state law that do not otherwise conflict with City Council's ordinances or resolutions, this Code or the Charter; and
- viii. Such other official action consistent with the powers, duties, or authorities of the Board ~~Commission~~ as set forth by the provisions of the Charter, this Code, or assigned by City Council.
- ix. ~~To permit exceptions to and variances from the provisions of this Code, as provided in Chapter 1109.1143 hereof;~~
- x. ~~To authorize or deny a conditional use permit where the Planning and Zoning Administrator has forwarded an application to the PZB BZBA for review;~~
- xi. ~~To authorize the operation of a similar use through the similar use determination process set forth under Chapter 1109.17 hereof;~~
- xii. ~~To establish such reasonable conditions, regulations, and standards in the approval of a conditional use, variance or exception, or other official action as necessary to ensure that the design, construction, and operation of the use or structures subject to such approval are carried out consistent with the purpose and intent of this Code and of the ordinances of the city;~~
- xiii. ~~To make interpretations, upon request of the Planning and Zoning Administrator or upon appeal from any property owner of the city, of the meaning and application of the provisions and illustrations of this Code and of the Zoning Map of the city including:~~
 - 1. ~~Determination of the exact boundary lines of districts or zones;~~
 - 2. ~~Determination of the meanings of the permitted uses and conditional uses as listed in the districts or zones;~~
 - 3. ~~Determination of the rules applicable to the filing of applications, review procedures, and permit issuances; provided however, the PZB BZBA shall not make such interpretations as the City Attorney may determine should be a matter of legislative action by City Council;~~
- xiv. ~~To grant or deny a zoning certificate when the question of the issuance of such certificate is referred to it by the Planning and Zoning Administrator, or when the provisions of this Zoning Code indicate that the Board shall consider such question;~~
- xv. ~~To overrule or amend any official action of the Planning and Zoning Administrator when an applicant makes an appeal for such relief and when the Board determines that such action has been contrary to the intent and spirit of this Code. For such purpose, the Board may make null and void any zoning certificate issued or any action taken by the Planning and Zoning Administrator by notifying the Planning and Zoning Administrator and the principal interested party or parties in writing;~~
- xvi. ~~To hear appeals from the Property Maintenance Code as provided for in that code; and~~
- xvii. ~~Such other official action consistent with the powers, duties, or authorities of the Board as set~~

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forth by the provisions of the Charter this Code or assigned by City Council.

- C. In furtherance of its duties and powers under this Code and the Charter, the Planning and Zoning Board ~~Planning Board~~ shall operate in accordance with the following procedures:
- i. ~~Three (3)~~ Four (4) members present shall constitute a quorum of the Planning Board.
 - ii. All actions taken by the Planning and Zoning Board ~~Planning Board~~ shall be initiated by motion and shall be recorded in the minutes.
 - iii. The Planning and Zoning Board ~~Planning Board~~ shall keep minutes of its proceedings showing the vote of each member upon each application or questions, or, if a member is absent or fails to vote, the minutes shall indicate such fact.
 - iv. ~~Three (3)~~ Four (4) affirmative votes shall be required for the adoption of any motion.

SECTION 1109.07 ~~BOARD OF ZONING AND BUILDING APPEALS (BZBA)~~

- A. ~~The City of Reynoldsburg Board of Building and Zoning Appeals (BZBA) is established and organized in accordance with Section 7.02, Article VII of the Charter.~~
- B. ~~The powers and duties of the BZBA shall be as follows:~~
- i. ~~To permit exceptions to and variances from the provisions of this Code, as provided in Chapter 1109.13 hereof;~~
 - ii. ~~To authorize or deny a conditional use permit where the Planning and Zoning Administrator has forwarded an application to the BZBA for review;~~
 - iii. ~~To authorize the operation of a similar use through the similar use determination process set forth under Chapter 1109.17 hereof;~~
 - iv. ~~To establish such reasonable conditions, regulations, and standards in the approval of a, conditional use, variance or exception, or other official action as necessary to ensure that the design, construction, and operation of the use or structures subject to such approval are carried out consistent with the purpose and intent of this Code and of the ordinances of the city;~~
 - v. ~~To make interpretations, upon request of the Planning and Zoning Administrator or upon appeal from any property owner of the city, of the meaning and application of the provisions and illustrations of this Code and of the Zoning Map of the city including:~~
 1. ~~Determination of the exact boundary lines of districts or zones;~~
 2. ~~Determination of the meanings of the permitted uses and conditional uses as listed in the districts or zones;~~
 3. ~~Determination of the rules applicable to the filing of applications, review procedures, and permit issuances; provided however, the BZBA shall not make such interpretations as the City Attorney may determine should be a matter of legislative action by City Council;~~
 - vi. ~~To grant or deny a zoning certificate when the question of the issuance of such certificate is referred to it by the Planning and Zoning Administrator, or when the provisions of this Zoning Code indicate that the Board shall consider such question;~~

- vii. ~~To overrule or amend any official action of the Planning and Zoning Administrator when an applicant makes an appeal for such relief and when the Board determines that such action has been contrary to the intent and spirit of this Code. For such purpose, the Board may make null and void any zoning certificate issued or any action taken by the Planning and Zoning Administrator by notifying the Planning and Zoning Administrator and the principal interested party or parties in writing;~~
- viii. ~~To hear appeals from the Property Maintenance Code as provided for in that code; and~~
- ix. ~~Such other official action consistent with the powers, duties, or authorities of the Board as set forth by the provisions of the Charter this Code or assigned by City Council.~~
- C. ~~In furtherance of its duties and powers under this Code and the Charter, the BZBA shall operate in accordance with the following procedures:~~
 - i. ~~Three (3) members present shall constitute a quorum of the BZBA;~~
 - ii. ~~All action taken by the Board shall be initiated by motion and shall be recorded in the minutes. The Board shall keep minutes of its proceedings showing the vote of each member upon each question, or, if a member is absent or fails to vote, the minutes shall indicate such fact; and~~
 - iii. ~~Three (3) affirmative votes shall be required for the passage of any motion.~~

SECTION 1109.0705 APPLICATIONS

- A. All requests for a decision or approval under this Code begins with the property owner or agent thereof filing an application with the Planning and Zoning Administrator on forms provided from time to time.
- B. A complete application shall include all required submissions and the payment in full of all applicable fees, which shall be proposed from time-to-time by the Mayor and approved by Council.
- C. The Planning and Zoning Administrator will determine whether an application is complete and is ready to be processed. In some instances, an additional application may be deemed necessary by the Planning and Zoning Administrator and, if so, an application will not be deemed to be complete unless and until the all applications are submitted and reviewed and determined to be in accordance with all submittal requirements. The applicant will be notified in writing of any deficiencies in the completeness of the application and shall have 30 days from the date thereof to complete the application or the application will be deemed null and void.
- D. If a decision on the application is to be made by someone other than the Planning and Zoning Administrator, then the complete application shall be forwarded to the appropriate body for review in accordance with this Code.
- E. Unless otherwise prescribed by this Code or requested by the applicant, the applicable decision-making body or administrator shall render a decision on all applications within sixty (60) days from the original hearing.
- F. The Planning and Zoning Administrator, in consultation with the Director of Development, BZBA,

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or any additional City staff shall publish application procedures and additional requirements in a document to be known as the Development Handbook, which shall be incorporated here by reference. The Planning and Zoning Administrator shall make the most current version of this document available to the public in a manner that is easily accessible.

- G. In the interest of timely and efficient administration of the provisions of this Code, applicants may submit, and the Board may take action upon, concurrent applications for conditional uses, similar use determinations, variances, and other matters on which the Board is granted authority by this Code. All such concurrent applications shall be submitted in conformance with the applicable provisions of this Code. The Board shall not take such concurrent action if it determines that such concurrent action is not in the best interest of the city.
- H. Unless otherwise prescribed by this code or requested by the applicant, the Board shall render a decision on all applications within sixty (60) days from the original hearing.

SECTION 1109.0911 ZONING CERTIFICATE

- A. The submission and review of zoning certificates shall be conducted in accordance with the provisions set forth hereunder.
- B. No use of land, building or structure and no construction or alteration of an existing use, building, or structure shall commence until a zoning certificate is issued by the Planning and Zoning Administrator certifying that the intended use of the premises has been documented, reviewed, and approved in conformance with the provisions of this Zoning Code. A zoning certificate shall only be issued by the Planning and Zoning Administrator subsequent to completion of all procedures and approvals required by this Code. The Planning and Zoning Administrator shall not be required to issue a zoning certificate where the subject property is not in compliance with the Zoning Code, Building Code, or Property Maintenance Code.
- ~~C. Except as otherwise provided in this Code, a zoning certificate shall be required before:~~
- C. An application for a zoning certificate shall be submitted to the Planning and Zoning Administrator and shall include, a plan or plans drawn to scale showing:
 - i. The dimensions and the shape of the lot to be used or built upon;
 - ii. The sizes and locations of existing structures and uses on the lot;
 - iii. The dimensions and locations of proposed structures and uses;
 - iv. The heights of existing and proposed structures;
 - v. A statement detailing the proposed use, which shall be signed by the applicant; and
 - vi. Such other documentation as may be necessary to determine conformance with the provisions of this Code.
- E. When the Planning and Zoning Administrator determines that an application for a zoning certificate does not comply with the provisions or intent of this Code, or that an application does not provide sufficient information to determine compliance with this Code, then the Planning and Zoning

Administrator shall deny the application and shall not issue a zoning certificate.

F. The Planning and Zoning Administrator may refer zoning certificates to the BZBA for review.

G. Within fourteen (14) days of the Planning and Zoning Administrator's denial of a zoning certificate, the applicant may file a written appeal with the PZB. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the Planning and Zoning.

SECTION 1109.1113 VARIANCES

- A. The provisions set forth hereunder shall apply to the review and grant of variances under this Code.
- B. An applicant seeking a variance shall submit a written request for variance on forms provided by the Planning Zoning Administrator together with the applicable fee. In addition to information relating to the subject property and the applicant, the request for a variance shall include the following information:
 - i. A description of the nature of the variance requested and a statement demonstrating the extent to which the requested variance conforms to the standards for variance in this Code;
 - ii. A statement of hardship; and
 - iii. Such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.
- C. Before approving or denying a request, the PZB ~~BZBA~~ shall hold at least one public hearing on the matter. The PZB ~~BZBA~~ shall cause notice of the hearing to be made to the public by seven (7) days advance publication, in a newspaper of general circulation in the City, of the place, time, date and the nature of the variance applied for. The PZB ~~BZBA~~ shall also cause the subject property to be posted with a notice of hearing at least seven (7) days prior to the day of the hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. No variance from the strict application of the provisions of this Code shall be granted unless the PZB ~~BZBA~~ makes specific findings of fact, based on the evidence presented to it, which support conclusions that the variance conforms to the following standards:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 - ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of

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- the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 - v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
- E. In granting any variance, the PZB **BZBA** shall establish such conditions as are necessary to secure substantially the objectives of this Code. Any violation of such conditions and safeguards, when they have been made a part of the terms under which the variance has been granted, shall be deemed a violation of this Code.
- F. No action of the PZB **BZBA** granting a variance shall be valid for a period longer than twelve (12) months from the date of such action unless the zoning certificate is obtained within such period, and the erection or alteration of a structure is started or the use is commenced within such period, provided however, notwithstanding anything to the contrary herein, such twelve (12) month period may be extended by the Planning and Zoning Administrator upon the demonstration by the applicant that any delay in the commencement of the erection or alteration of a structure is the result of factors beyond the control of the applicant, in which case, the Planning and Zoning Administrator may elect to grant an extension of up to six (6) months.
- G. The PZB **BZBA** shall not accept a new application for a variance that has been previously denied within twelve (12) months of denial.

SECTION 1109.1315 CONDITIONAL USES

- A. Reviews of applications for conditional uses shall be conducted by the Planning and Zoning Administrator in accordance with the provisions set forth under this section; provided however, if, the Planning and Zoning Administrator determines in his or her professional opinion that an application warrants public review, then the Planning and Zoning Administrator shall forward such application to the PZB **BZBA** for review. The intent of the procedure for authorizing a conditional use is to set forth

the development standards and criteria for locating and developing conditional uses in harmony with the character of the surrounding area, conditions of development and with regard to appropriate laws.

- B. In addition to such standard information regarding the subject property and the applicant, the application for a conditional use shall contain the following:
- i. Description of the zoning district and existing uses of adjacent lots;
 - ii. A statement of the conditional use for which the application is submitted,
 - iii. Including a description of the activities proposed on the subject property, the goods and services sold or provided, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will assist the PZB ~~BZBA~~ with understanding the nature of the proposed use and its potential impacts;
 - iv. A plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
 - v. A narrative statement describing the compatibility of the proposed use with the existing uses of adjacent lots and with the Land Use Plan, including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;
 - vi. A narrative addressing each of the applicable criteria set forth in the standards and requirements for all conditional uses set forth below and, as applicable, the supplementary requirements for special uses set forth under the applicable district or zone regulations.
 - vii. Such other information as the PZB~~BZBA~~ deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations. Such additional information may include, but shall not be limited to:
 1. Traffic impact analysis;
 2. Storm water impact analysis; and/or
 3. Utility impact analysis.
- C. When review of an application for a conditional use permit is forwarded by the Planning and Zoning Administrator to the PZB ~~BZBA~~, before approving or denying a request for a conditional use, the PZB ~~BZBA~~ shall hold at least one public hearing on the matter. The PZB ~~BZBA~~ shall cause notice of the hearing to be made in accordance with its standard process for providing notice of a hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. Upon reviewing an application for a conditional use, the Planning and Zoning Administrator or the PZB ~~BZBA~~, as applicable, shall consider whether the application provides adequate evidence that the proposed conditional use is consistent with the following standards:
- i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;
 - ii. The proposed use shall not adversely affect the use of adjacent property;

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- iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
 - vi. The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
 - vii. The proposed use complies with the applicable specific provisions and standards of this Code;
 - viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
- E. After review of the application and any additional information presented by the applicant, the Planning and Zoning Administrator or the PZB **BZBA**, as applicable, shall take action to:
- i. Approval the conditional use, based upon findings of compliance with the standards and requirements of this Code and subject to conditions to ensure compliance with this Code; or
 - ii. Deny the conditional use, upon finding that the application does not comply with the provisions of this Code
- F. In approving a conditional use, the Planning and Zoning Administrator or the PZB **BZBA**, as applicable, may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of this Code, to protect the character of the surrounding properties and neighborhood affected by the proposed use, and to mitigate the special impacts of the use. Such conditions may include, but shall not be limited to:
- i. Locations, setbacks, and configurations of structures and of uses of interior and exterior space;
 - ii. Screening comprised of landscaping, walls, fencing or other materials or construction;
 - iii. Access points and traffic management provisions, including those impacting vehicular and pedestrian access, and the locations and design of parking facilities;
 - iv. Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
 - v. Other features of construction, including but not limited to paving and parking, signs, and landscaping;
 - vi. Hours and method of operation;
 - vii. Maintenance of the site, structures, and landscaping;
 - viii. Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
 - ix. A time limit for operation of the use, if temporary operation is determined to be a typical characteristic of the proposed use or otherwise appropriate given unique circumstances of the proposed use.
- G. Subsequent to approval by the Planning and Zoning Administrator or the PZB **BZBA**, and compliance

with all applicable conditions of such approval and of this Zoning Code, the Planning and Zoning Administrator shall issue a zoning certificate stating the conditional use and all conditions of its approval.

- H. Approval of a conditional use shall be void upon the occurrence of any or all of the following:
 - i. The applicant fails to commence construction of the structure in which the approved conditional use is to be conducted within one (1) year of the date of approval;
 - ii. The applicant fails to commence the operation of the conditional use within six (6) months of the date of the approval, where such use is to be conducted in an existing structure; and/or
 - iii. The conditional use is operated in a manner which violates any condition of the approval.
- I. The Planning and Zoning Administrator shall review all approved conditional use permit applications six (6) months after final action to determine if the approved use is in operation and otherwise in compliance with all conditions of approval. Upon such six (6) month review the Planning Zoning Administrator shall proceed in accordance with the circumstances outlined below:
 - i. If the Planning and Zoning Administrator finds the conditional use to be in operation and in compliance with the conditions of approval, the Planning and Zoning Administrator shall notify the PZB ~~BZBA~~ of such compliance.
 - ii. If the Planning and Zoning Administrator finds that construction has not begun, the Planning and Zoning Administrator shall record that information for an additional six (6) month review, and shall notify the ~~BZBA~~ of such inaction.
 - iii. If the Planning and Zoning Administrator finds a use in an existing structure or building not to be in operation, the permit and zoning certificate shall be deemed revoked and the Planning and Zoning Administrator shall notify the applicant of such revocation as well as the PZB ~~BZBA~~. Upon such revocation, the applicant shall have the right to appeal that decision of the Planning and Zoning Administrator to the PZB ~~BZBA~~ and request the PZB ~~BZBA~~ allow up to one (1) additional six (6) month period to begin operation following the administrative appeal procedure.
- J. Whenever the Planning and Zoning Administrator determines that a conditional use is being operated in a manner that violates any condition of the use's approved permit, the permit and zoning certificate shall be considered revoked. The Planning and Zoning Administrator shall notify the permit holder as such, who shall immediately discontinue operation of the use:
 - i. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the PZB ~~BZBA~~. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the PZB ~~BZBA~~ following the administrative appeal procedure. Upon appeal, the PZB ~~BZBA~~ shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
 - ii. If this determination is made at any other time, the Planning and Zoning Administrator shall notify the PZB ~~BZBA~~. The applicant shall have the right to appeal this determination of the

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- Planning and Zoning Administrator following the normal administrative appeal procedure. Upon appeal, the PZB ~~BZBA~~ shall have the power to uphold the revocation or reapprove the permit.
- K. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the PZB ~~BZBA~~. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the PZB ~~BZBA~~ following the administrative appeal procedure. Upon appeal, the PZB ~~BZBA~~ shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
 - L. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
 - M. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the PZB ~~BZBA~~.
 - N. Appeals of decisions of the Planning and Zoning Administrator may be taken to the PZB ~~BZBA~~ pursuant to the procedures set forth under Chapter 1109.23~~25~~ hereof. Appeals of decisions of the PZB ~~BZBA~~ may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.

SECTION 1109.15~~17~~ SIMILAR USE DETERMINATION

- A. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
- B. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the PZB ~~BZBA~~.
- C. Appeals of decisions of the Planning and Zoning Administrator may be taken to the PZB ~~BZBA~~ pursuant to the procedures set forth under Chapter 1109.23~~25~~ hereof. Appeals of decisions of the PZB ~~BZBA~~ may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.
 - i. Such use is not listed in any other zone or district as a permitted use;
 - ii. Such use has characteristics and impacts consistent with those of one (1) or more of the permitted uses in the district; and such use has characteristics and impacts more consistent with those of the permitted uses of the zone or district than with the permitted uses of any other district;
 - iii. The establishment of such use in the zone or district will not significantly alter the nature of the district;
 - iv. Such use does not create dangers to health and safety and does not create offensive noise,

- vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and
- v. Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.
- D. A similar use shall be heard by the PZB ~~BZBA~~ in accordance with the notice provisions applicable to a conditional use.
 - E. Based upon the application of the foregoing factors, the PZB ~~BZBA~~ shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.13~~25~~ hereof.
 - F. Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.13~~15~~(J) hereof.
 - G. Within fourteen (14) days of the PZB ~~BZBA's~~ denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the PZB ~~BZBA~~ shall have waived such right to appeal, and the decision of the PZB ~~BZBA~~ shall become final.

SECTION 1109.17~~19~~ SITE PLAN AND DESIGN REVIEW

SITE PLAN AND DESIGN REVIEW	WHEN APPLICABLE....
Minor Site Plan and Design Review	Any non-residential development, or site improvement which involves under five thousand square feet (5,000SF) of structure or building, other than a fence or accessory structure.

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SITE PLAN AND DESIGN REVIEW	WHEN APPLICABLE...
Major Site Plan and Design Review	Any development, which involves more than five thousand square feet (5,000SF) of structure or building; Any development impacting or adjacent to an environmentally sensitive feature; Any development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.

- A. Applicability.** Except as otherwise provided herein or elsewhere in this Zoning Code, minor site plan and design review or major site plan and design review is required in accordance with the provisions contained herein. The Planning and Zoning Administrator shall conduct minor site plan and design review and the Planning and Zoning Board ~~Planning Commission~~ shall conduct major site plan and design review, in each case, as provided below.
- B. Minor Site Plan and Design Review.** Minor site plan and design review shall be required for any non-residential development or site improvement which involves under five thousand square feet (5,000 SF) of structure or building other than a fence or accessory structure.
- C. Minor Site Plan and Design Review—Application.** An application for minor site plan and design plan review shall be submitted to the Planning and Zoning Administrator and shall include the following information:
- i. A vicinity map showing the location of the proposed development in relationship to the surrounding area including major thoroughfares.
 - ii. A site plan illustrating the following:
 1. The dimensions of property lines, parcel dimensions and adjoining rights-of-way.
 2. The current zoning of the parcel and all adjacent parcels.
 3. The location of proposed buildings and structures.
 4. The location of existing water bodies, streams, drainage ditches, stands of trees and other pertinent features within one hundred fifty feet (150 ft.) of the proposed development.
 5. Setbacks and building separations shall be noted in accordance with zoning requirements.
 6. A landscape concept plan, including approximate location of all new landscape material and plantings, that addresses the applicable district requirements.
 7. A transportation and parking plan, including location and number of all parking and loading spaces and location of all proposed walkways and bike/pedestrian access points, that addresses the applicable district requirements.
 - iii. An architectural plan, including exterior building materials, colors, and lighting features, that addresses the applicable district requirements; and
 - iv. Such other information as the Planning and Zoning Administrator or Planning and Zoning Board ~~Planning Commission~~ may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning and Zoning Board

Planning Commission. The Board shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

- D. Minor Site Plan and Design Review—Review and Approval or Denial.** Any applicant requesting minor site plan and design review shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as the Planning and Zoning Administrator may require. Within thirty (30) days of filing a complete application, the Planning and Zoning Administrator shall act upon the application for minor site plan and design review based upon the applicable district regulations, and other applicable regulations, standards, and design guidelines of the City. If the Planning and Zoning Administrator determines that the proposed development complies with the applicable standards of the applicable districts, then, the Planning and Zoning Administrator shall issue a zoning certificate. If the Planning and Zoning Administrator determines that the proposed development does not comply with the applicable standards of the applicable district, then the Planning and Zoning Administrator shall deny the application and state the reasons for such denial in writing.
- E. Major Site Plan and Design Review.** Major site plan review shall be required for the following forms of development in any district:
- i. Any development, which involves more than five thousand square feet (5,000SF) of structure or building;
 - ii. A development impacting or adjacent to an environmentally sensitive feature; or
 - iii. A development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.
- F. Major Site Plan and Design Review—Application.** An application for major site plan and design review shall be submitted to the Planning and Zoning Administrator and shall include the following information:
- i. All materials required for minor site plan and design review as set forth above;
 - ii. A basic utility plan;
 - iii. Where applicable an engineers staff report will be conducted by the City Engineer, where further recommendations could be made. The cost for any engineering study or report prepared by and/or for the City shall be assumed by the Applicant as part of the cost of the application;
 - iv. Where required a plot-grade utility plan shall be submitted to the Director of Development for PZB **Planning Commission** review and approval subsequent to and in conformance with an approved site plan;
 - v. Such other information as the Planning and Zoning Administrator or Planning and Zoning Board **Commission** may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning and Zoning Board **Planning Board**. The Board **Commission** shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.
- G. Site Plan and Design Review—Conditions.** In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning and Zoning Board **Planning Commission**, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the purpose and

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intent of this Zoning Code.

- H. Approved Site Plan—Modifications.** The Director of Development or his or her designee, may approve such adjustments to an approved site plan as are required for engineering purposes such as proper function of utilities or to accommodate soil conditions. Such adjustments shall meet the following conditions:
- i. The adjustment is required in order to ensure the life-safety, proper function of the site utilities or building, or to comply with the regulations of a State or Federal agency;
 - ii. The adjustment is as minimal as possible to correct the engineering issue;
 - iii. The adjustment does not increase the impervious surface on the subject property by more than ~~one hundred square feet (100SF)~~10% as compared to the impervious surfaces contemplated on the approved site plan ~~or in response to a public safety concern initiated by the fire department or law enforcement agency with jurisdiction.~~
 - iv. The adjustment shall not be used to add any additional uses or tenants;
 - v. The adjustment does not increase the number of curb cuts on a public street; and
 - vi. The adjustment does not violate any specific condition of the approved site plan.
- I. Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- J. Site Plan—Appeals.** The Planning and Zoning Board ~~BZBA~~ shall hear all appeals of individuals who are directly affected by a decision of the Planning Board or Planning and Zoning Administrator when such appeal is properly and timely filed as required by this chapter. An applicant refused such certificate shall appeal in writing to the PZB ~~BZBA~~ within thirty (30) days of the date of refusal by the applicable decision-making body. The PZB ~~BZBA~~ shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request.

SECTION 1109.19~~21~~ CERTIFICATE OF APPROPRIATENESS—OLDE REYNOLDSBURG DISTRICTS.

- A. Certificate of Appropriateness (COA).** A certificate of appropriateness must be obtained prior to commencing new construction or any exterior remodeling, reconstruction or other exterior building modifications of non-residential structures located within the Olde Reynoldsburg Districts. The Planning and Zoning Administrator shall not issue a zoning certificate prior to the Planning and Zoning Board ~~Commission~~ review and approval of a certificate of appropriateness in accordance with the provisions of this chapter. The Planning and Zoning Administrator shall review all zoning certificate applications for projects within the design review districts exempted from a COA by this section or any other section of this Zoning Code, for compliance with the standards of Section design guidelines adopted by the Planning and Zoning Board ~~Commission~~ or City Council. If in the professional

opinion of the Planning and Zoning Administrator, the proposed project does not meet those standards or design guidelines, a certificate of appropriateness from the Planning and Zoning Board ~~Commission~~ shall be required.

- B. Application for COA.** All applications and attachments for a COA shall be made to the Planning and Zoning Administrator at least fourteen (14) days prior to a regularly scheduled meeting of the Planning Board.
- C. Exception to COA.** A certificate of appropriateness shall not be required in the case of customary building maintenance activities that do not alter the building material types or exterior colors.
- D. COA Review.** The Planning and Zoning Board ~~Commission~~ shall review an application for a COA to determine if proposed new construction or alteration to an existing non-residential structure promotes, preserves and enhances the overall architectural character and integrity of the Olde Reynoldsburg Neighborhood District or Olde Reynoldsburg Commercial District, as applicable, and to endeavor to assure that the proposed structure or alteration would not be at variance with existing non-residential structures within such district. In considering the new construction or alteration, the Planning and Zoning Board ~~Commission~~ shall evaluate the application based whether the proposal:
 - i. Enhances the attractiveness and desirability of the district;
 - ii. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
 - iii. Improves residential amenities in any adjoining residential neighborhood.
 - iv. Enhances and protects the public and private investment in the value of all land and improvements within the district.
 - v. Satisfies the applicable guidelines set forth under Chapter 1103; and
 - vi. Overall effects of the project or development on the appearance and environment of the district.
- E. Time for Decision on COA.** The Planning and Zoning Board ~~Commission~~ shall render a decision on all applications within sixty (60) days from the original hearing of the Planning Board unless additional time is requested by the applicant. Upon approval by the Planning and Zoning Board ~~Commission~~, the Planning and Zoning Administrator shall issue a COA to the applicant.
- F. Other Land Use Approvals.** An application for a COA in which the design under consideration would require a variance granted by the Planning and Zoning Board ~~Commission~~ or a site plan and design review by the Planning and Zoning Board ~~PZB~~ prior to construction shall not be considered until a final determination has been made on all required variances or site plan and design reviews. If during the course of a review, the PZB ~~BZBA or Planning Commission~~ determines that a zoning variance or other approval will be required in order to implement the proposal under consideration, it shall suspend further action on the application until such time as the additional approval has been heard and approved by the ~~BZBA~~ or the application has been amended to eliminate the need for such additional approval.
- G. Appeal of COA.** The PZB ~~BZBA~~ shall hear all appeals of individuals who are directly affected by a decision of the Planning Board when such appeal is properly and timely filed as required by this chapter. An applicant refused such certificate shall appeal in writing to PZB ~~BZBA~~ within thirty (30)

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days of the date of refusal by the Planning and Zoning Board ~~Commission~~. The PZB ~~BZBA~~ shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request. A resolution stating the decision of PZB ~~BZBA~~ shall be introduced and passed at the next regular meeting following the hearing.

SECTION 1109.~~21-23~~ 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 PZB ~~Commission~~ may recommend amendments, revisions, changes, or repeals of zoning districts, uses, regulations, or other provisions of this Zoning Code. When the PZB ~~Commission~~ makes an advisory recommendation to City Council, the application requirements and fees shall not apply.
- D. When a person or persons having an interest in a lot or lots in the City petitions City Council for an amendment to the Zoning Code which involves changing the zoning district assigned to the lot(s), then such petition shall be made in the following form which shall be known as the development plan, unless such requirements are waived by City Council:
 - i. Correct legal description of the lot(s);
 - ii. The names and addresses of the owners of lot(s) contiguous or directly across the street from the subject lot(s);
 - iii. Existing topography at two-foot (2 ft.) contour intervals of the subject lot(s) and extending at least three hundred feet (300 ft.) outside of the proposed lot, including lot lines, easements, street rights-of-way, existing structures, trees and landscaping features thereon;
 - iv. The proposed vehicular and pedestrian traffic patterns;
 - v. The location of all existing and all proposed structures;
 - vi. The proposed assignment of use and subdivision of land including private land and common land;
 - vii. Preliminary plans of all structure types;
 - viii. Deed restrictions and protective covenants;
 - ix. A schedule for construction;
 - x. Traffic impact study;

- xi. Utilities impact study;
 - xii. Drainage impact study; and
 - xiii. Such other relevant information as City Council may require to determine the propriety of initiating the ordinance for district change.
- E. In conformance with the Charter, subsequent to initiation by a member of Council of an ordinance or resolution establishing, amending, revising, changing, or repealing zoning districts, uses, regulations, or other provisions of this Zoning Code, the presiding officer of Council shall, immediately after the first reading and initial public hearing of the ordinance or resolution, set a date for a public hearing before the Planning and Zoning Board ~~Commission~~, to be held not earlier than fifteen (15) days after the first reading.
- F. Immediately after the 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 and Zoning Board ~~Commission~~. The Planning and Zoning Board ~~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 and Zoning Board ~~Commission~~ shall return to the Clerk of Council the written recommendations of a majority of the members of the Planning and Zoning Board ~~Commission~~.
- G. The Planning and Zoning Board ~~Commission~~ and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:
- i. The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;
 - ii. The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;
 - iii. The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community; and
 - iv. The compatibility of the proposed district and development plan with a comprehensive plan, or any area plans, to surrounding zoning districts, and to existing and planned land uses.
- H. At the next meeting of Council subsequent to receiving the recommendations of the Board, the ordinance or resolution shall be given its second reading.
- I. Council may adopt, deny, or adopt with modifications the recommendations of the Planning and Zoning Board ~~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.

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- J. A concurring vote of at least three fourths ($\frac{3}{4}$) of the membership of Council shall be necessary to pass any zoning ordinance or resolution which differs from the written recommendations of the Planning Board, 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 1109.21~~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. The development is intended to show that the proposed use is consistent with the comprehensive plan and the proposed zoning district change and is not intended to replace the major site plan, variance or conditional use process. 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 and Zoning Board 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 and Zoning Board ~~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.
- 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 and Zoning Board ~~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.

SECTION 1109.23.25 APPEALS

- A. Any person directly affected by the decision of the Planning and Zoning Administrator or a notice or order issued under this Zoning Code shall have the right to appeal to the PZB ~~BZBA~~, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted or the provisions of this code do not fully apply.
- B. Unless otherwise provided in this Code, an applicant refused such approval, exception, certificate or variance shall appeal in writing to Council within thirty (30) days of the date of refusal by the PZB ~~BZBA~~. The Council shall set a date for a hearing on the appeal and render a decision on the appeal within thirty (30) days of the receipt of such written request. A resolution stating the decision of Council shall be introduced and passed at the next regular meeting following the hearing.

C.

SECTION 1109.2527 DURATION OF CERTIFICATES, PERMITS, APPROVALS

- A. Unless otherwise provided in Code, all zoning certificates, permits or other approvals granted by the Planning Zoning Administrator, Planning Comision or BZBA, shall be valid for a period of one (1) year from date of approval by the BZBA or date of issue by the Planning Zoning Administrator.
- B. Once a building permit is secured, a zoning certificate, permit or other approval shall be considered to experie when that building permit expires.
- C. Within that period, that applicant must complete the following for the proposed improvement:
 - i. If required, submit a subsequent zoning application;
 - ii. If required, secure a building permit; and
 - iii. If no other permits are required, construct the proposed improvement.
- D. Any application that is incomplete or otherwise un-issued by the Planning and Zoning Administrator shall expire one(1) year from the date of application.
- E. One (1) additional period of six (6) months may be granted by the Planning and Zoning Administrator upon finding that unique circumstances warrant the additional time and that the conditions upon which approval was granted have not changed.

SECTION 1109.279 VIOLATIONS; REMEDIES

- A. In the event of a violation of any provision of this code, or imminent threat thereof, the City, or the owner of contiguous or neighboring property who would be especiallly damaged by such violation, in addition to any other remedies provided by law, may insitiute a suit for injunction to prevent of terminate such violation. The City may file for a judgment for damages if the violation is deemed to have caused damages to the City.
- B. Notice of Violation.

(1) Whenever the Planning and Zoning Administrator, or her or or his desirnee, determines there are reasonable grounds to believe that there is a violation of any provisions or requirements set forth in this Zonoing Code, the Administrator or designee may issue a notice setting forth the alleged violations and advising the owqner or person having a chage that such violations must be corrected.

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(2) Content of Notice of Violation

- a. All notices of violation shall be in writing and shall be served on the owner, operator, occupant, or any person from whom action, forbearance or compliance is required.
- b. All notices of violation shall identify the sections of this Zoning Code to which the order applies.
- c. All notices of violation shall provide a description of the property, dwelling, dwelling unit, multiple dwelling, business building or premises where the violations are alleged to exist or to have been committed; and/ or a description of the violation. Such description of property may include, but is not limited to, the address where the violation exists.
- d. All notices of violation shall specify a reasonable time for compliance with the order. Such reasonable time may vary depending upon the nature of the violation.
- e. All notices of violation shall advise the owner or person having charge that if the order is not complied with by the specified date of compliance the administrator may initiate a civil and/or criminal complaint against the owner or person having charge.

(3) Service of Notice of Violation. A Notice of Violation shall be served upon the owner, operator, occupant, or any person from whom action, forbearance, or compliance is required. Such notice shall be served by any one (1) of the following methods:

- a. Personal service; or
- b. Certified mail; or
- c. Residence serviced; or
- d. If the methods prescribed by in (a)-(c) are ineffective, service, may be effectuated by publication in a newspaper of general circulation in the City; or
- e. If service is returned marked as having been refused or unclaimed, service may be effectuated by regular mail service to an address that is reasonably believed to be: effectuated by regular mail service to an address that is reasonably believed to be:
 - i. A place of residence of the owner or operator, or
 - ii. A Location at which the owner or operator regularly receives mail; or
- f. For any owner, operator, or occupant that is a business registered with the Ohio Secretary of state, service may, in addition to the above, be effectuated by Certified Mail service on the statutory agent of the business.

(4) When the Notice of Violation has been properly serviced, the order shall be effective as to anyone having any interest in the premises whether recorded or not at the time the order was issued and shall be effective against any subsequent owner of the premises as long as the violation exists and the remains a city record of the order in a public file maintained by the director.

(5) Written or oral acknowledgement by the owner of a receipt of a notice of violation shall be evidence that the owner received the notice of violation. An appeal of the notice of violation to the PZB by the owner pursuant shall constitute evidence of written acknowledgement by the owner of service of notice of violation.

C. Civil Penalties

1. In addition to any other remedy or penalty provided in the Section, any owner of property who fails to comply with a Notice of Violation issued under this Section by the date specified in the notice shall incur a civil penalty of \$1,000.00 for each calendar day thereafter that an owner, operator, or occupant fails to comply with the Notice of Violation.

2. The administrator shall provide notice to the owner prior to the assessment of a civil penalty. Such notice shall state the date on which the assessment of a civil penalty will commence and shall be served on the owner as provided in this Section.

3. The administrator must document the noncompliance for each day for which civil penalty is to be assessed against an owner under Section. Such documentation may include periodic, but not necessarily daily, photographic evidence of non-compliance demonstrating the continued existence of the condition of the premises for which the Notice of Violation was issued.

4. The Administrator shall also document that prior to the issuance of the notice of civil penalty that the Administrator personally conferred or attempted to confer with the owner of the premises as an effort to establish a reasonable period of time for the owner to comply.

5. The City, through the Administrator, may file a civil action in a court of competent jurisdiction seeking a court order to recover any accumulated civil penalties.

6. Any accumulation of civil penalties under this Section shall be stayed pending an appeal of the Notice of Violation to the PZB until the PZB issues its decision on the appeal.

7. This section shall apply to any Condominium Association organized under Chapter 5311 of the Ohio Revised Code as the owner and/or operator of common areas under the control of the Condominium Association.

D. Additional Penalties

1. In addition to any other civil penalties provided for by this Code, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written Notice of Violation as provided in this Chapter is guilty of an unclassified misdemeanor, which is punishable by a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.

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2. A separate offense shall be deemed committed for each and every day during or upon which such illegal location, erection, construction, reconstruction, enlargement, change, maintenance, or use occurs or continues. It shall not be necessary for a separate complaint to be filed for each calendar day such violation persists.

3. On a second or subsequent offense occurring within two (2) years of a prior offense, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written notice provided herein is guilty of an unclassified misdemeanor punishable by up to sixty (60) days in jail and a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.

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SUBDIVISION REGULATION

Subdivision Regulations

SECTION 1111.01 VARIANCES

- A. In cases where it is deemed that hardships, topography or other factual deterrent condition prevail, variations and exceptions from the dimensional standards and improvement requirements as set forth in the Subdivision Regulations may be recommended by the Planning and Zoning Board **Commission**, but must be approved by Council

SECTION 1111.03 APPROVAL OF SUBDIVISION WITHOUT PLAT

- A. Notwithstanding any other provisions of the Subdivision Regulations, a proposed division of a parcel of land along an existing public street, whether the parcel to be divided fronts on the street or has access to it by private right of way or private driveway, not involving more than five lots after the original tract has been completely subdivided, may be submitted to the Planning and Zoning Board **Commission** for approval without plat. If the Planning and Zoning Administrator, acting on behalf of the Planning and Zoning Board **Commission**, is satisfied that the proposed subdivision complies with all applicable platting, subdividing or zoning regulations, they shall approve the proposed subdivision and, on presentation of a conveyance of the parcel, shall stamp the same "approved by the Planning and Zoning Board **Commission**; no plat required." The Planning and Zoning Administrator may require the submission of a sketch and such other information as is pertinent to determining compliance with this section. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the district in which it is located.

SECTION 1111.05 PRELIMINARY PLAT

- A. **Sketch may be Submitted for Suggestions.** The owner of land who desires to subdivide it shall submit a sketch of the plat to the Planning and Zoning Board **Commission** for its comments and suggestions. The owner can then make such corrections and changes as agreed upon before preparing and submitting his preliminary plat for consideration.

- B. Copies of Preliminary Plat To Be Submitted.** The owner of land who desires to subdivide it shall submit six (6) copies of a preliminary plat along with six (6) copies of a general layout of all site improvements to be installed on the entire tract of land to be developed even if the owner or developer only intends to initially develop only a part of the tract, to the Planning and Zoning Board ~~Commission~~ twenty-one (21) days prior to a regular meeting of the Board ~~Commission~~. A copy of the general layout of all site improvements attached to a copy of the plat shall be in the possession of each member of the Planning and Zoning Board ~~Commission~~ for a minimum period of seven (7) days before consideration for approval.
- C. Fees.** A fee shall be paid at the time of submission of the preliminary plat as stated in this Code.
- D. Contents of Preliminary Plat**
- i. The preliminary plat shall contain the following, and be prepared by a licensed professional engineer in the State of Ohio:
 1. The scale, with a minimum of one inch to equal one hundred feet;
 2. The proposed name of the subdivision;
 3. Key map showing location within the City;
 4. Names and addresses of owners, developers and the surveyor who made the plat;
 5. Date;
 6. North point; and
 7. Legal description of parcel being subdivided.
 - ii. The following existing conditions shall be shown on the plat:
 1. Boundary lines and approximate acreage included matching the provided legal description;
 2. Locations, widths and names of all existing or previously platted streets or alleys, and proposed thoroughfare locations as shown on the official City Thoroughfare Plan, railroad and utility rights of way, parks and public open spaces, permanent buildings and structures, all section and corporation lines within or adjacent to the tract;
 3. Existing sewers, water mains, culverts and other underground facilities within the tract, indicating pipe sizes, elevations and grades, if readily available, and locations, if known or available;
 4. Boundary lines of adjacent tracts of unsubdivided and subdivided land;
 5. Existing zoning restrictions;
 6. Existing contours, with intervals of five feet where the slope is greater than ten percent and not more than two feet where the slope is less than ten percent;
 7. Drainage channels, wooded areas, water courses and other significant physical features;
 8. Existing and proposed easements.
 - iii. All elevations on the preliminary plat shall be based on NAVD (North American Vertical Datum)

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1988 datum.

- iv. The following proposed conditions shall be shown:
 1. Layout of streets and right-of-way widths;
 2. Layout, numbers and dimensions of lots including total square footage;
 3. Parcels of land intended to be dedicated or temporarily reserved for public use;
 4. Building setback lines shown graphically with dimensions;
 5. Indication of any lot on which a use other than residential is proposed by the owner;
 6. Names of new streets which shall not duplicate names of any existing dedicated street within the County and/or its incorporated areas;
 7. New streets which are extensions of or in alignment with existing streets which shall bear the names of the existing streets of which they are extensions or with which they are in alignment;
 8. Bearings and dimensions of lot, parcel, and right-of-way boundaries; and
 9. Proposed landscaping, if any.
- v. All new streets shall be named in the following manner and shall be subject to the approval of the Planning and Zoning Board **Commission**:

GENERAL DIRECTION	OVER 1,000 FEET IN LENGTH	UNDER 1,000 FEET IN LENGTH
North and south	Streets	Places
East and west	Avenues	Courts
Diagonal	Roads	Ways
Curving	Drives	Circles

- vi. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.

- E. **Approval of Preliminary Plat.** When a plat is filed with the Planning and Zoning Board **Commission**, the Planning and Zoning Administrator shall examine it to determine whether or not it complies with the requirements of Section 1111.01(A) through (D). The Planning and Zoning Administrator shall then refer the plat to the City Engineer. If the plat does not meet the requirements, the Planning and Zoning Administrator shall return it to the owner who shall revise and refile it, and additional fees may apply. If the plat meets the requirements, the Planning and Zoning Administrator shall lay it before the Planning and Zoning Board **Commission** at its next meeting. The **Commission** shall thereupon examine it and approve it or conditionally approve it within thirty (30) days if it is satisfied that it complies, or will comply after minor changes, in all respects with this chapter. The approval or the conditions of approval of the Planning and Zoning Board **Commission** will be indicated in writing on two (2) copies of the preliminary plat which will be returned to the owner and surveyor. The remaining four (4) copies bearing the notation of approval shall remain on file, available to the public. The approval of a preliminary plat shall be effective for a maximum period of twelve months, unless extended by the Planning and Zoning Board **Commission**.

SECTION 1111.07 FINAL PLAT

- A. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.
- B. The general layout of all site improvements attached to the preliminary plat shall be for the entire tract of property even if the owner or developer only intends to initially develop a part of the entire tract and such general layout is to provide for the extension of improvements to the boundary of the proposed subdivision to serve adjoining land.

SECTION 1111.09 ADDITIONAL REQUIRED INFORMATION

- A. A final plat shall contain the following additional information, and be prepared and sealed by a licensed professional engineer in the State.
 - i. Boundary of plat based on an accurate traverse with angular and lineal dimensions;
 - ii. True angle and distance to the nearest street intersection, accurately described on the plat;
 - iii. Municipal, township, county or section lines accurately tied to the lines of all chord dimensions;
 - iv. Radii, internal angles, points of curvature, tangent bearings and lengths of all chord dimensions;
 - v. All lot numbers and lines with accurate dimensions in feet and hundredths and bearings in degrees and minutes;
 - vi. Accurate location of all monuments, which shall be composed and/or located as follows:
 - 1. Be composed of a durable material;
 - 2. Be a minimum length of thirty inches (30IN);
 - 3. Of a minimum cross-section area of material of two tenths square inches (one inch (1IN) in diameter);
 - 4. Be identified with a durable marker bearing the Surveyor's Ohio Registration number and/or name or company name;
 - 5. Be detectable with conventional instruments for finding ferrous or magnetic objects;
 - 6. Placed with the top at the existing grade elevation.
 - 7. One such monument shall be placed at each extreme corner of the subdivision. All lots must be marked with steel pins, and such pins must be in place after a building is completed. The Building Official shall confirm that lot pins are in place on the final occupancy permit.
 - vii. Exact location, width and name of all streets or other public ways; and

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- viii. Known easements, accurately located and stating the purpose for which they are intended. Easements may be added or revised on the final plat after final plat approval. Easements added to the final plat or revised on the final plat require the approval of the City Engineer and the Director of Public Service and said approvals are to be entered on the final plat. The owner or developer shall offer an easement for television cable and television cable equipment within the easement(s) shown on the final plat. The easement shall be granted at no expense to the television cable owner/operator, if the cable operator installs the necessary television cable and television cable equipment in the utility trench during the time the trench is open for the installation of other utilities. Otherwise, the owner, developer or City may revoke the offer of an easement.

B. A final plat shall also contain:

- i. A certificate by a registered professional land surveyor that the plat represents a completed survey and that the monuments shown exist as located or will be set following construction and that all dimensional and geodetic details are correct.
- ii. Notarized certification by the owner or owners of the adoption of the plat and the dedication by them to public use of the streets and other public areas shown on the plat. The signatures of the owner(s) are required prior to the obtaining of any City Official's signature on the plat. No property shall extend to the center of a right of way.
- iii. Proper form for the approval of the Planning and Zoning Board ~~Commission~~ with space for the signature of the Chairman.
- iv. Space for approval by signature of the City Engineer and Director of Public Service.
- v. Proper form for approval and acceptance by Council, showing ordinance number and provisions for signature by the Clerk of Council.
- vi. Space for approval, by signature of the City Engineer and Director of Public Service, of easements added to or revised on the final plat.
- vii. Space for transfer by the County Auditor and recording by the County Recorder. A statement of the expiration date of the City approval shall be placed just ahead of the space provided for the County Auditor's signature.
- viii. A topographic survey prepared by an Ohio registered professional surveyor using the North American Vertical Datum of 1988 (NAVD88) reflecting flood way, floodway fringe, base flood elevations and property lines of the plat under consideration for development.

C. Copies to be filed with Clerk. One (1) copy of the final plat showing all approvals and the date and place of recording shall be supplied by the owner to the Clerk of Council.

D. Copies to be filed with Clerk. One (1) copy of the final plat showing all approvals and the date and place of recording shall be supplied by the owner to the Clerk of Council.

- i. The subdivider shall not transfer any lot, parcel or tract of a proposed subdivision, until approval is received of the final plat.

- ii. The subdivider shall not proceed with any construction work on any lot until approval is received of the final plat and compliance is made with all other provisions of the Subdivision Regulations, unless it is for the exact purpose of building model units. The subdivider may be granted a building permit for not more than two units, in the case of single family detached housing and not more than one building of eight units or less, in the case of townhouse for sale or condominium housing, providing the following conditions have been met:
 - 1. Proof of ownership of that portion of subdivision to be used for models;
 - 2. The proposed models have legal frontage on an existing public roadway, water and sanitary sewer;
 - 3. Insurances have been granted to the City in the form of bond, escrow funds, letters of credit or other assurances the City deems necessary to insure installation of improvements;
 - 4. Occupancy permit shall not be issued until Section 1111.09 has been complied with.
- E. **Transfer of Lot Contrary to Plat Prohibited.** The owner of the subdivision shall make no conveyance of any lot smaller in width or area than indicated on the plat, except for the purpose of increasing the area of another lot.
- F. **Project Representation by Engineer During Installation of Improvements.** All construction work and materials used in connection with public improvements and storm water management in the area platted shall conform to City specifications and requirements of the City Engineer. The City Engineer shall provide the owner or developer with project representation at the expense of the owner or developer during installation of the improvements.
- G. **Bond Letter of Credit for Improvements: Deposit and Insurance**
 - i. Before approval of the final plat, the owner or developer shall agree in writing that prior to the beginning of construction of any street, private roadway, public improvement and storm water management infrastructure the owner or developer shall provide a bond, certified check or an irrevocable letter of credit from a solvent bank doing business in Franklin, Licking or Fairfield Counties, Ohio, guaranteeing the completion of said improvement(s) within one (1) year from the date of agreement or such time as may be agreed to by Council. The bond, check or irrevocable letter of credit shall be in an amount equal to the estimated cost of constructing said improvement(s), as approved by the City Engineer. A maintenance bond, certified check or an irrevocable letter of credit in the amount of five percent (5%) of the estimated construction costs shall be provided for a maintenance period of one (1) year beginning with the date of acceptance of the said improvement(s) by the Director of Public Service and City Engineer.
 - ii. The owner or developer shall prior to construction, deposit with the Director of Public Service and with the approval of the City Engineer a sum of money as prescribed by the Director of Public Service and the City Engineer to defray the cost of inspection and the engineering services provided and any expenses incurred by the City due to the installation of the improvements and review of the plat and plans. Fees for the review of plats and plans shall be calculated by the owner or developer, to be verified by the City using the fee schedules as provided by the Director of Public Service. These and other documents detailing the development process can be obtained from the Public Service Department. For inspections the owner or developer shall deposit with the Public Service Department a sum of money based on

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- an approved cost of construction schedule, and be approved by the City Engineer. Should the amount of such deposit be insufficient to cover the cost thereof, the owner or developer shall immediately upon request of the City deposit a sum of money acceptable to the City Engineer and the Director of Public Service. Upon completion and acceptance of the improvements, any unexpended balance shall be refunded to the owner or developer.
- iii. The subdivider shall hold the City harmless for any claims for damages of every nature arising or growing out of the construction of such improvements, and shall defend at his cost and expense, each suit or action brought against the City by reason thereof, until the improvement has been accepted by the City and the developer notified in writing within thirty days. The subdivider shall furnish proof to the City, prior to the time of commencing construction of possession of Comprehensive General Liability Insurance, naming the City of Reynoldsburg as an additional insured. These Certificates of Insurance shall contain a provision that coverage afforded in the policies will not be canceled unless at least thirty days prior written notice has been given to the City. Limits on bodily injury shall not be less than five hundred thousand dollars (\$500,000) for personal injury to any one person and a total of not less than one million dollars (\$1,000,000) each accident. Limits on property damage shall be not less than two hundred thousand dollars (\$200,000) per occurrence, or five hundred thousand dollars (\$500,000) aggregate for each accident. Umbrella Excess Liability Insurance to extend existing policies to the required limits will be accepted.
 - iv. If any violation of or noncompliance with, any of the provisions and stipulations of this chapter occurs, the City shall have the right to stop the work without delay and utilize the bond, certified check or an irrevocable letter of credit for the completion of the improvement or use the certified check or proceeds thereof for such purpose.

H. Modification, Alteration, Amendment or Vacation, In Whole or In Part Of Plat After Approval.

No modification, alteration, amendment, or vacation, in whole or in part, of a final plat except for the addition of appropriate easements as approved by the City Engineer shall be made in or to a final plat approved by Council under the provisions of this chapter or another political subdivision prior to annexation unless such modification, alteration, amendment, or vacation, in whole or in part, is first submitted to and accepted by the Service Director, is recommended by the Planning and Zoning Board **Commission**, and Council approves such modification, alteration, amendment, or vacation, in whole or in part, by ordinance. If the modified, altered, amended, or vacated, in whole or in part, final plat is approved by Council, the owner shall file and record the plat with the County Recorder within sixty days. If the final plat has already been recorded then the owner shall file and record the ordinance and an authenticating affidavit executed by the Clerk of Council with the County Recorder within sixty days, wherein the modified, altered, amended, or vacated, in whole or in part, plat shall be indexed or cross-referenced with the original plat. If the plat is not filed with the County Recorder within sixty days, the modification, alteration, amendment, or vacation, in whole or in part, is void and is of no effect.

SECTION 1111.11 REQUIRED IMPROVEMENTS

A. Improvements to be Paid for By Subdivider

- i. The owner of land who desires to subdivide it shall provide and pay the entire cost of

improvements to such land as follows:

1. Before the construction of any building, street improvements shall consist of grading the right of way for full width; construction of permanent curbing and roadway; construction of drainage structures and appurtenances. Two roof drain openings shall be provided in the curb for each lot;
 2. Sanitary sewers, including manholes, services and all appurtenances;
 3. Water distribution system, including mains, services, valves, fire hydrants and all appurtenances;
 4. Curbs and sidewalks on existing streets as determined by the City Engineer; Storm sewers, including manholes, inlets and all appurtenances.
- ii. All phases of the improvement shall be approved by the City Engineer and shall be constructed in accordance with City specifications.
 - iii. The City may require other improvements not listed in this section, if they are deemed necessary by the City Engineer for the protection of public health, safety or welfare.
 - iv. The City shall require a plot-grade-utility-plan approval for all residential subdivisions in accordance with the provisions of Chapter 1109.17~~19~~.

B. Inspection During Installation

- i. The construction of all improvements shall be inspected by the City Engineer at the time of installation. Under no circumstances are such installations to be made without an inspector on the job. The City Engineer shall be notified three days before any construction work is begun.
- ii. If any violation of, or noncompliance with, any of the provisions of this chapter occurs, the City shall withhold the issuance of the occupancy permit until the violation or noncompliance is corrected.

C. Construction Drawings; Dimensions; Revision

- i. All construction drawings for improvements shall be on a horizontal scale of one inch to fifty feet and vertical scale of one inch to five feet. The sheet size shall be twenty-two inches by thirty-six inches.
- ii. Upon approval and acceptance of all improvements, the original construction drawings for the improvements shall be revised to reflect the actual construction. All drawings including the master grade plan or reproductions thereof on tracing cloth shall become the property of the City and shall be on file in the office of the City Engineer.

D. Service Roads

- i. Service Roads Authorized. When it is determined by the City Engineer that the roadways provided in the Subdivision Regulations are not satisfactory for the needs of special circumstances, additional roadways, designated “service roads,” may be prescribed by the City Engineer. These service roads will be shown on the plat of a subdivision in such locations as are determined by the City Engineer, subject to plat approval as provided by the Subdivision

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- ii. Service Road Right of Way. When it is determined that service roads may be included in a subdivision plat, the right of way for the road shall be no less than thirty-two feet in width and shall be dedicated to public use in the same manner as prescribed in the Subdivision Regulations for all other public roads.
- iii. Service Road Specifications. Service roads shall be constructed of materials and to design section as shown on the revised standard construction drawing File R-23A as presently constituted and as hereafter amended on file with the City Engineer.
- iv. Sidewalks Not Required. No sidewalks or other provision for traffic, other than motor vehicular traffic, shall be required in conjunction with the construction of any service road.

SECTION 1111.13 STREET LIGHTS

- A. Design and Layout.** The design and layout for the street lighting, the underground wiring and other pertinent equipment to be used shall be designed by a registered engineer, and approved by the City Engineer.
- i. All energy lines leading to the light standard shall be underground in new developing subdivisions.
 - ii. All street lighting designs are to be coordinated with the supplier of electric energy. Two drawings for each street lighting layout shall be submitted to the supplier of electric energy for record purposes.
 - iii. Street lights using poles and light assemblies as shown on standard drawings R-46 and R-47, respectively, are to be installed with not less than 160 feet spacing nor more than 240 feet spacing. Street lights using the alternate residential luminaire and pedestal pole, as shown on standard drawing R-46A, are to be installed with not less than 125 feet spacing nor more than 160 feet spacing. Street lights shall be installed alternating on opposite sides of the street.
 - iv. The alternate residential luminaire and pedestal pole detail, as shown on standard drawing R-46A, shall be used in all residential areas. The pole detail and light assembly (commonly referred to as a “cobra light”), as shown on standard drawing R-46 and R-47, respectively, shall be used in all commercial corridors, unless otherwise approved by Council through adoption of streetscape standards or other such action to permit consideration of alternative styles, or as may otherwise be approved by any other Board of Commission having jurisdiction to approve or permit the use of alternative styles as part of its review of an overall design concept.
 - v. The drawings are specification sheets for street light standards, luminaries, mercury vapor lamps and pedestal termination points and will be available at the Director’s office.
 - vi. All connections to supplier of electric energy secondary service locations shall be made by supplier.
- B. Lights to Be Installed.** Any person, firm or corporation desiring final acceptance of a street, shall, before final acceptance is granted, have the street lights installed and ready for use.
- C. Maintenance of Lighting Is Responsibility of City.** It shall be the responsibility of the City to secure the energy for lighting and to maintain the installations.

- D. Damages to distribution system.** Any contractor or agent for the developer, while in the process of installing street lights, who damages the distribution system of an electric energy supplier shall be liable for such damages and for any other cost as a result of such damages, and the energy supplier may charge and receive payment for such damages from the party responsible.
- E. Completion Bond Required.** If conditions are such that street lights cannot be installed prior to the acceptance of the streets upon which street lights are to be installed as required in Section 1111.13, the person, firm or corporation requesting acceptance of such streets shall deposit with the City Auditor an amount of cash or collectable funds, or a performance bond in form satisfactory to the City Attorney equal to one and one-half times the estimated cost of the installation of street lights as security for the installation of such lights, which installation shall be completed within six months of the date of deposit of such funds or bond. Failure on the part of such person, firm or corporation to complete the installation within six months shall be cause for the Public Service Director to order installation by such other contractor as he may choose and cause the cost of installation to be paid from the funds or bonds so deposited. That portion of such funds not used for the installation shall be returned to the depositor at the completion and acceptance by the City of the street lighting installation.
- F. Easement for Energy Lines to Light Standards.** The developer shall provide the necessary easement for street lighting. The City Engineer will coordinate with the developer, where necessary, the easement leading to the electric lighting standard so that lighting may be properly spaced.

SECTION 1111.15 STANDARDS

A. Street Standards

- i. **Street Design.** Streets shall be dedicated to public use by the owner. Minor residential streets shall be so designed as to discourage their use by nonlocal traffic. Except where necessitated by local conditions, dead-end streets and cul-de-sacs will not be approved in residential districts. Dead-end alleys are prohibited in all districts. Easements for utilities must be provided along side or rear lot lines where possible. Street rights of way shall have the following minimum widths:
 1. Major arterial, which include Federal, State and County roads which are main arteries of access to the City: one hundred (100FT); an additional width of forty-five feet (45FT) shall be provided to accommodate a service drive wherever lots are to face a primary road;
 2. Minor arterial, which are next in importance as avenues of access between sections of the City as opposed to commercial traffic and nonlocal traffic: eighty feet (80FT);
 3. Neighborhood collector, which are within a new subdivision: sixty feet (60FT);
 4. Minor residential, which are completely residential in nature: fifty feet (50FT);
 5. Alleys: twenty feet (20FT);
 6. Easements: as required.
- ii. **Minimum Pavement Widths.** Minimum pavement widths shall be as follows:
 1. Major arterial: variable as conditions may require;
 2. Minor arterial: thirty-six feet (36FT);

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3. Neighborhood collector: thirty-two feet (32FT);
 4. Minor residential: twenty-six feet (26FT);
 5. Alleys: eighteen feet (18FT);
 6. Service drives: twenty feet (20FT);
 7. Sidewalks: minimum four feet (4FT) along non-arterial and minimum width along arterial streets to be as approved by the City Engineer, in accordance with the provisions of Section 909.02.
- iii. Maximum Grades. The maximum grades shall be:
 1. Major arterial: four percent (4%);
 2. Minor arterial: five percent (5%);
 3. Neighborhood collector, minor residential streets and alleys: six percent (6%)
 - iv. Minimum Grade. The minimum grade for any street shall be one-half of one percent at the gutter, unless otherwise approved by the City Engineer. Street intersections shall be rounded by radii not less than twenty feet (20FT) at the curbline.
 - v. Standards. All street construction and specifications for materials shall be in conformity with standards required by the City as published by the City Engineer.
 - vi. Plans. The plans must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

B. Private Roadways

- i. As used in this section “private roadway” means any passageway designed for use by motor powered vehicles, upon property owned by one or more persons, firms or corporations where such passageway serves in excess of four dwelling units.
- ii. All proposed private roadways and their pavement widths shall be shown on the preliminary and final plats filed in accordance with these Subdivision Regulations. In addition, a document indicating the responsible party for maintenance shall also be provided.
- iii. All private roadways shall be improved with a hard surface of concrete, asphalt or other similar products or combination of products. The construction and specification for materials for private roadways shall conform with standards provided by the City standards as published by the City Engineer.
- iv. The minimum pavement width for private roadways shall be twenty-six feet (26FT) and the maximum grade shall be six percent (6%), however, the minimum grade for private roadways shall be one-half of one percent at the gutter, unless otherwise approved by the City Engineer.
- v. Every private roadway ending in a dead end or at a cul-de-sac circle shall have a minimum pavement width as approved by the Planning and Zoning Board ~~Commission~~ to assure access to the area for fire equipment and to facilitate the turning of vehicular traffic. In approving such minimum pavement widths the Planning and Zoning Board ~~Commission~~ shall consider whether such cul-de-sac or turn-around will be used for parking vehicles.

- vi. The plans must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

C. Sanitary Sewers

- i. Plans and profiles of sanitary sewers shall be submitted to the Director of Public Service. All grades, pipe sizes, manholes and other appurtenances shall be shown and installation and materials shall be in conformity with City standards as published by the City Engineer.
- ii. Sanitary sewer plans must bear the approval of the Director of Public Service and the City Engineer and the Superintendent of Water/Wastewater. Places shall be provided for their signatures.

D. Water Distribution

- i. Plans of the proposed water distribution system shall be submitted to the Director of Public Service. All plans must show pipe sizes, locations of valves, fire hydrants and other appurtenances. Installation and materials shall be in conformity with City standards as published by the City Engineer.
- ii. Water distribution system plans, if not incorporated as part of the street improvement plans, must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Fire Chief. Places shall be provided for their signatures.

E. Storm Sewer System

- i. Proposed storm sewers, including grades, pipe sizes, manholes, inlets and appurtenances may be shown on the street improvement plans. Installation and materials shall be in conformity with City standards published by the City Engineer.
- ii. The owner or developer shall follow the recommendations of the City Engineer with regard to the proper method and direction of drainage and storm water following review of the proposed plan of such drainage as submitted by the subdivider or his engineer. A storm water management report shall be submitted to the City Engineer for review in conjunction with drainage plans.
- iii. The storm sewer plans, if not incorporated as part of the street improvement plans, must bear the approval of the City Engineer, Director of Public Service, Superintendent of Water/Wastewater, Superintendent of Streets, and Floodplain Administrator. Place shall be provided for their signature.

F. Lots and Blocks

- i. Every lot shall abut on a dedicated street. Double frontage lots shall be avoided. At the intersection of two streets, property line corners shall be rounded by an arc with a minimum radius of ten feet (10FT). Size, shape and orientation of residential lots shall be appropriate to the location of the proposed subdivision and for the types of development contemplated and in conformity with the Zoning Code, with proper regard given yard areas, setback lines, etc. Excessive depth in relation to length shall be avoided. A proportion of two to one depth to frontage shall be normal and depths in excess of three times the lot width are not recommended.

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- Side lines of lots shall be approximately at right angles or radial to the street line. Corner lots shall have extra width sufficient to permit maintenance on both front and sides of lot. The maximum length of blocks may not exceed eighteen hundred feet (1,800FT) except where topographic conditions require longer blocks, nor shall they be less than four hundred feet (400FT) in length. Wherever blocks are longer than nine hundred feet (900FT), crosswalks or crosswalk easements not less than ten feet (10FT) in width may be required near the center of the block, and Council may require that a sidewalk be constructed in accordance with City standards for sidewalk construction. The width of a block shall normally be sufficient to allow two tiers of lots of appropriate depth except where double and reverse frontage lots are allowed. Where frontage on a primary street is involved, the long dimension of the block shall front thereon in order to minimize access intersections.
- ii. Where either sanitary sewer or water service is not available, lots shall have a minimum frontage of seventy-five feet (75FT) and a minimum area of ten thousand square feet (10,000SF). Where neither sanitary sewer nor water service is available, lots shall have a minimum frontage of one hundred feet (100FT) and a minimum area of twenty thousand square feet (20,000SF).

G. Drainage

- i. The Planning and Zoning Board ~~Commission~~ shall not approve any subdivision having inadequate storm drainage or other physical drainage impairment as determined by the City Engineer. In areas known to be subject to periodic floods, such drainage improvements must be made as to satisfy the Director of Public Service and the City Engineer in order that the health and welfare of the people will be protected.
- ii. No natural drainage course shall be altered and no fill, buildings or structures shall be placed in it unless provisions are made for the flow of water in a manner satisfactory to the City Engineer. An easement shall be provided on both sides of any existing important surface drainage course adequate for the purpose of protecting, widening, deepening, enclosing or otherwise improving such stream for drainage purposes.
- iii. A master grade plan shall be prepared for all subdivisions and shall be presented to the for review and approval by the City Engineer. The grading plan shall show the existing topography, the proposed street grades and the proposed storm sewers with pipe sizes and grades. It shall also show the proposed elevation at each lot corner, the proposed finish grades at the house and shall delineate the method of rear yard drainage by showing proposed swales and direction of surface slope by arrows. The grading plan shall follow the standards as established for such grading by the City Engineer.
- iv. Wherever possible, with exceptions being made where the topography of an area does not permit such grading practice, lots shall be graded from the rear lot line to the street. Where a lot abuts directly on two streets, the grade shall be from the corner of the lot which is diagonally opposite to the corner of the two streets on which the lot abuts. This section is included in order to reduce the amount of water standing in yards to a minimum. Therefore, where it is not possible to grade a lot in the prescribed manner, the owner or developer shall provide for the adequate drainage of any and all low areas and tie such drainage into and make it a part of the storm sewer system of the development and the City as directed by the City Engineer, with approval of such drainage subject to inspection by the City Engineer along with the inspection of other storm sewer installations.

- v. The Planning and Zoning Board ~~Commission~~ shall not approve the final plat of any development or subdivision over which it has jurisdiction without certification from the Director of Public Service and the City Engineer that such development or subdivision has been designed to be in full compliance with the design requirements contained in the Stormwater Management Policy and Design Manual.
- vi. There is hereby adopted, and incorporated by reference as if set out at length herein, for the purpose of establishing rules and regulations for the design, construction, or alteration, the Stormwater Management Policy and Design Manual as hereafter amended in the most recent edition published by City Engineer.

H. Public Use Areas

- i. Ten percent (10%) of the area of each residential subdivision, exclusive of streets, shall be allocated for recreational uses. When a proposed subdivision contains an area described as a proposed public building site, park, playground or other public area, that area shall be dedicated on the plat to the City, another public agency, or reserved for acquisition by the City within a period of five (5) years by purchase or other means.
- ii. Where required, the developer and the City shall work out an arrangement for parks and recreational facilities.
- iii. Proposed large scale neighborhood unit developments and similar unusual developments may require the reservation or dedication of such additional areas or sites of a character, extent and location suitable for the needs of the community facilities created by such particular developments where deemed necessary by the Planning and Zoning Board ~~Commission~~.
- iv. Natural features of beauty such as trees, brooks, topography and views shall be preserved whenever possible in designing any subdivision.

I. Underground and Electric Telephone Lines

- i. The term "subdivision" as used in this section refers only to residential subdivisions of more than eleven (11) lots platted subsequent to July 1, 1967.
- ii. Unless the subdivision has been exempted from the requirements of this section, as provided in subsection (e) hereof, all telephone and electric distribution wires, conduits, and cables therein shall be installed underground, except as necessary to bring service to the subdivision, and except for existing overhead facilities and any rearrangement, improvement or addition thereto.
- iii. The preliminary plan with respect to the subdivision shall be submitted to the City Engineer and to the electric and telephone utility companies which will provide service to the subdivision for their recommendations with respect to the width and location of easements for electric and telephone distribution cables and related facilities. The recommendations of the City Engineer and such utility companies shall be submitted to the Planning and Zoning Board ~~Commission~~ by the owner of the subdivision together with the plat of the subdivision. Prior to signing the plat of the subdivision, the Planning and Zoning Board ~~Commission~~ shall determine that adequate easements are provided for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines. The owner of the subdivision shall, at the time the plat of the subdivision is submitted for approval, present such evidence as the Planning and Zoning Board ~~Commission~~ deems necessary to ensure that the owner shall makes or has made provision for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines in accordance with this section, adequate for the anticipated needs of the subdivision.

SUBDIVISION REGULATIONS

- iv. The construction of all underground facilities shall meet the minimum requirements of any code approved by the Public Utilities Commission of Ohio.
 - v. If, in the opinion of the owner of any subdivision or a portion thereof, or any interested utility company, the installation of underground facilities is economically or physically unfeasible, such owner or utility company may apply to the Planning and Zoning Board **Commission** for exemption of the subdivision or portion thereof from the requirements of this section, stating in the application for exemption the reasons thereof or, and submitting therewith such exhibits, documents and data as may be necessary to substantiate the request. The Planning and Zoning Board **Commission** shall hold a hearing, at which the applicant and any other interested person may appear, at its regularly scheduled meeting, after the submission of an application for exemption. Notice of the hearing shall be given by certified mail by the applicant, at the applicant's expense, to each interested utility and owner no less than seven (7) days prior to such hearing. If the Planning and Zoning Board **Commission** denies the application following the notice and hearing, the applicant may file a written appeal therefrom with the Clerk of Council, stating the reasons therefor, within thirty (30) days following the announcement of such decision by the Planning and Zoning Board **Commission**. Such appeal shall be placed on the agenda for the next regularly scheduled meeting of Council following the filing thereof with the Clerk and shall be heard at such meeting. Council may, by resolution, reverse or affirm, wholly or in part, or may modify the decision of the Planning and Zoning Board **Commission**.
- J. Separability.** If any court of competent jurisdiction determines that any clause, section or portion of Section 1111.15(I) is invalid or unconstitutional, such finding shall in no way affect the validity of unconstitutionality of the balance of Section 1111.15(I).
- K. Erosion and Sediment Control**
- i. An erosion and sediment control plan shall be prepared for all developments covered by this regulation which disturb one or more acres of land.
 - 1. The erosion and sediment control plan shall conform to any and all standards defined in the Ohio Environmental Protection Agency authorization for storm water discharges associated with construction activity under the current National Pollutant Discharge Elimination System (NPDES) permit, and all revisions and amendments thereto. The Notice of Intent, as well as a copy of the Storm Water Pollution Prevent Plan (SWP3) shall be provided to the city as part of the erosion and sediment control plan submittal.
 - 2. The SWP3 shall be prepared by a professional experienced in the design and implementation of erosion and sedimentation controls and shall address all phases of construction. The SWP3 shall incorporate, at a minimum, all of "Part III, Section G" SWP3 requirements of the current NPDES permit, and all revisions and amendments thereto.
- L. Utility and Traffic Studies.** Utility and traffic studies may be required by the City Engineer to facilitate proper master or large-scale planning of the City's infrastructure prior to the submission of public or private construction plans. Fees for review of such traffic or utility studies shall be established and updated from time to time.

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GLOSSARY OF TERMS

Glossary of Terms

A.

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.

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

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

Adult Booth. Any area of an adult oriented business set off from the remainder of such establishment by one or more walls or other dividers or partitions and used to show, play, or otherwise demonstrate any adult materials or to view any live performance that is distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.

Adult Day Care. A licensed facility for the daytime care of an adult with a mental or cognitive impairment.

Adult Entertainment. See Section 795.02, Codified Ordinances of the City of Reynoldsburg.

Adult material. Any of the following, whether new or used:

- A. Books, magazines, periodicals, or other printed matter, or digitally stored materials that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.
- B. Films, motion pictures, video or audio cassettes, slides, computer displays, or other visual representations or recordings of any kind that are distinguished or characterized by an emphasis on the exposure, depiction, or description of specified anatomical areas or the conduct or simulation of specified sexual activities.
- C. Instrument, novelties, devices, or paraphernalia that are designed for use in connection with specified sexual activities, or that depict or describe specified anatomical areas.

Advertising structure. Any outdoor display for the purpose of advertisement, notice or announcement located apart from the premises or product referred to in the display.

Agriculture. Farming; ranching; aquaculture; algaculture meaning the farming of algae; apiculture and related apicultural activities, production of honey, beeswax, honeycomb, and other related products; horticulture; viticulture, winemaking, and related activities; animal husbandry, including, but not limited to, the care and raising of livestock, equine, and fur-bearing animals; poultry husbandry and the production of poultry and poultry products; dairy production; the production of field crops, tobacco, fruits, vegetables, nursery stock, ornamental shrubs, ornamental trees, flowers, sod, or mushrooms; timber; pasturage; any combination of the foregoing; the processing, drying, storage, and marketing of agricultural products when those activities are conducted in conjunction with, but are secondary to, such husbandry or production.

Aisle. That part of an off-street parking or loading area which provides vehicular access to parking or loading spaces, exclusive of driveways.

Alterations, structural. Any change in the supporting members of a building such as bearing walls, columns, beams or girders.

Antique Shop. Any premises used for the sale or trading of articles of which 80 percent (80%) or more are over thirty (30) years old or have collectible value. Antique shop does not include a thrift or second-hand store.

GLOSSARY OF TERMS

Applicant. Any Person or authorized agent of a Person, that applies for a Zoning Permit, Certificate of Appropriateness, Map Amendment or other land use process or approval pursuant to this chapter.

Application. The process by which an Applicant submits a request to be granted any land use approval or land use approvals under the provisions of this chapter. An Application includes all attachments to the form promulgated by the city from time to time, as well as all verbal statements and representations made by the Applicant throughout the review process.

Auction facility. A building, area, or areas within a building used for the public sale of goods, wares, merchandise, or equipment to the highest bidder. This definition excludes therefrom an auction, the principal purpose of which is the sale of livestock or motor vehicles.

Awning. A shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework.

Awning, Back-lit. Any awning, fixed or retractable, which incorporates any transparent or translucent material in its covering and is illuminated by a light source placed behind the covering.

Awning, Fixed. A fixed structure supported by a frame or bracketing extending outward from the wall of a building which does not retract or roll up and is constructed to provide shade or shelter.

Awning, Retractable. A structure fastened to the wall of a building which, in a closed or rolled up position, does not extend beyond 8 inches from the face of the building and, when extended, is constructed to provide shade or shelter.

Awning Sign. A non-illuminated sign affixed flat to the surface of an awning (known as the base material) or which does extend vertically or horizontally beyond the limits of such an awning.

B.

Bakery-Retail. An establishment primarily engaged in the retail sale of baked products for consumption

off site. The products may be prepared either on or off site. Such use may include incidental food service. A bakery shall be considered a general retail use.

Banner. A temporary sign composed of light weight material not enclosed in a rigid frame, secured or mounted so as to allow movement of the sign caused by the movement of the atmosphere. Includes those used to announce open houses, grand openings, make special announcements, or communicate events.

Basement. A story all or partly underground but having at least one-half (1/2) of its height below the average level of the adjoining ground.

Berm. A mound of earth, higher than the surrounding grade, used for screening or buffering, definition of space, noise attenuation and/or decoration in landscaping.

Beverage – Brewing and Distilling. An establishment where beer, malt beverages or spirits are made on the premises and then sold or distributed, and which produces less than 15,000 barrels (~465,000 gallons) per year. The brewer may sell to a retailer or directly to a customer.

Beverage – Distribution. A facility where beverages are received and/or stored for delivery to the ultimate customer at remote locations.

Beverage - Non-Alcoholic Production. A facility that manufactures and distributes non-alcoholic beverages, such as soft drinks, to other distributors or retailers.

Beverage Sales - Liquor and Beer Sit Down/Bar Establishment. An area primarily devoted to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

Beverage Sales - Liquor Store. Any business selling general alcoholic beverages, also known as sale of distilled spirits or hard liquor, and may include wine and beer sales, for off-premises consumption.

Block. A parcel of land which is bound by other lots, streets, highways, railroad rights-of-way, parks or open space, undeveloped land, water courses or bodies of water, channels or a combination thereof.

~~**Board of Zoning and Building Appeals or Board.** The Board of Building and Zoning Appeals (BZBA) of the City of Reynoldsburg, as established by the Charter.~~

GLOSSARY OF TERMS

Boarding / Kennel. Any structure or premises on which five (5) or more dogs or cats over three (3) months of age are housed, bred, boarded, or trained overnight.

Buffer. The promotion of separation and compatibility between land uses of different intensities within or adjacent to a development, or along roadways or other public areas through the use of setbacks, natural vegetation, berms, fences, walls or a combination thereof. The term “buffer” may also be used to describe the method(s) used to promote compatibility such as a landscape buffer.

Buffer Yard. Area intended to provide buffering between land uses of different intensities or along public rights-of-way.

Building. A structure enclosed with exterior walls used or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Building, Accessory. See “Accessory Structure”.

Building Code. Part Thirteen of the Codified Ordinances of the City of Reynoldsburg, Ohio.

Building Frontage. The side, or facade, of a building closest to and most nearly parallel to an abutting street.

Building Frontage, Primary. A building frontage that abuts a street listed as a primary street.

Building Frontage, Secondary. A building frontage that abuts an alley or street not listed as a primary street.

Building, Height. The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the ~~coping of a flat roof~~ ~~the roof for flat roofs~~, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.

Building, Main. A building in which is conducted the main use of the lot on which the building is located.

Building Materials and Hardware (Retail). An establishment for the retailing, wholesaling or rental of building supplies or construction equipment. This use classification includes lumberyards, home improvement sales and services, tool and equipment sales or rental establishments.

Building, Rear. The wall or plane opposite the primary building frontage. For a building on a corner lot, the building rear is the wall or plane opposite the wall or plane containing the principal building entrance.

Build-To-Line. The point from a primary or secondary street where the front of the building is to be located.

Business Sign. A sign containing product advertisements or other detailed information about the operation of a business. Specifically, such sign is one which contains brand names of goods sold or services rendered on the premises, a listing of numerous specific types of goods or services, prices or special sale information, telephone number or other similar information. A business sign may also include items permitted on an identification sign.

Building, Temporary. A building located on a lot for a limited duration.

C.

Camping. Any parcel or tract of land under the control of any person, organization, or governmental entity wherein sites are offered for the use of the public or members of any organization for the establishment of temporary living sites for two or more recreational vehicles, tents or camping units.

Canopy. A permanent or temporary structure other than an awning or marquee, attached to a building over an entrance and carried by a frame supported by the ground or sidewalk, extending from the entrance to or over the public sidewalk for the purpose of providing shade or shelter to pedestrians walking from the sidewalk to the building's entrance.

Cemetery. Land used or intended to be used for the burial of the human dead and dedicated as a cemetery for such purposes.

Certificate of Appropriateness. A certificate issued by the Planning and Zoning Administrator stating that the proposed modification to a structure complies with the provisions of Chapter 1109.19~~21~~.

Changeable Copy Sign (Automatic). A sign or portion thereof on which the copy changes automatically or animation is displayed through electrical or electronic means (e.g., time and temperature units and message centers); considered a business sign.

GLOSSARY OF TERMS

Changeable Copy Sign (Manual). A sign or portion thereof on which copy is changed manually through placement of letters or symbols on a sign panel; considered a business sign.

Channel. A natural or artificial watercourse of perceptible extent, with bed and banks to confine and conduct continuously or periodically flowing water.

Charter. The charter of the City, the same as may be amended from time to time.

Child Care, Type A. A permanent residence in which child care or publicly funded childcare is provided for seven (7) to twelve (12) children at one time or a permanent residence of the administrator in which childcare is provided to four (4) to twelve (12) children at one time if four (4) or more children at one time are under the age of two (2).

Child Care Center, Type B. A permanent residence of the provider in which child care is provided for one to six (6) children at one time in which no more than three (3) children are under the age of two (2) at one time.

Child care – in home. A private home licensed by the state of Ohio in which more than six (6) but not more than twelve (12) minor children are given are and supervision for periods of less than twenty-four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption.

Child day care – center. Any place operated by a person, society, agency, corporation, institution, or any other group that is licensed by the state of Ohio wherein twelve (12) or more children under 17 years of age who are not related to the facility operator and whose parents or guardians are not residents in the same house and with such person, society, agency, corporation, or institution responsible for the control and care of children enrolled therein.

City. The City of Reynoldsburg, Ohio, a municipal corporation, acting by and through its City Council.

City Attorney. The elected Law Director of the City.

City Council. The elected members of the City Council of the City.

City Engineer. The City Engineer of the City.

Clerk of Council. The Clerk of the City Council.

Clothing Services – Dry Cleaning with Drive Thru. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry via a counter or drive-through without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Clothing Services - Dry Cleaning without Drive Thru. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry via a counter without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises. Drive-through pick-up or delivery is not permitted.

Clothing Services - Tailor. An establishment or place of business primarily engaged in the provision of frequent or recurrent services related to the alteration or hand-made creation of clothing.

Code. The Code of Ordinances of the City.

Common Area. Land in any development held in common or single ownership that is not reserved for the exclusive use or benefit of an individual tenant or owner.

Community Activity. An activity that is open to the general public and sponsored by a public, private, nonprofit or religious organization that is educational, cultural, or recreational in nature.

Community Facility. Existing, planned and proposed parks, playgrounds, schools and other public lands and buildings located within the City.

Community Facility – Activity Center. A building or other enclosed structure open to residents of a subdivision or the general public, which is owned and operated by a private entity, a public agency, or a nonprofit organization, and that is used predominantly for cultural, educational, recreational, or social purposes.

Community Facility - Detention and Corrections. A facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of civil or criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, and prison. These facilities house prisoners who are in the custody of city/county/ law enforcement and the facilities are typically government owned.

GLOSSARY OF TERMS

Community Facility - Government Administration and Courts. A facility devoted to the operations of the City, County or State, but not including detention and corrections.

Community Facility - Outdoor Recreation. Non-commercial recreation premises consisting of woodlands, water courses, and fields used for active recreational activities that do not require modifying the existing setting, including but not limited to, paintball, laser tag, and orienteering.

Community Facility – Park. A natural or landscaped area, buildings, or structures, provided by a unit of government, to meet the active or passive recreational needs of people.

Community Facility - Public Health Safety. Facilities operated by public agencies including fire stations, other fire prevention and firefighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities.

Community Facility – Trail. A public path exclusively for pedestrians and bicycles, but not including a sidewalk or street.

Comprehensive Plan. A plan, or any portion thereof, adopted by the Planning Commission and Council of the City showing the general location and extent of present and proposed physical facilities including housing, industrial and commercial uses, major thoroughfares, parks, schools and other community facilities. This plan establishes the goals, objectives and policies of the community.

Conditional Use. A special use that allows the Board of Zoning and Building Appeals to review and place conditions on development standards such as location, design, size, density, operation, intensity of use, generation of traffic and traffic movement, processes and equipment employed, and the amount and kinds of public facilities and services required. These conditions ensure that each proposed use is consistent with the intent and objectives of the particular district in which it is to be located, and protects adjacent properties and the general health, safety and welfare of the public.

Conditional Use Permit. A permit issued by the Planning and Zoning Administrator upon approval by the Planning and Zoning Administrator or the Board of Zoning and Building Appeals, as applicable, to allow a use designated as such in the applicable district or overlay.

Council. The Council of the City.

County. Collectively, as applicable, any of Franklin, Fairfield or Licking Counties in Ohio.

County Recorder. The office of official land records for the County.

Curb Cut. A location, approved by the City, at which vehicular access is permitted from the traveled portion of a public street to or from a private driveway. Such location may involve or require the alteration or cutting of the curb abutting the street pavement to allow for at-grade vehicular movement onto the street pavement.

D.

Deed. A written instrument for the conveyance of real property from one person to another.

Deciduous. A plant with foliage that is shed annually.

Deck. An uncovered platform or floor, supported above the ground and open to the sky.

Density. A unit of measurement; the number of dwelling units per acre of land.

- A. Gross density. The number of dwelling units per acre of the total land to be developed.
- B. Net density. The number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.

Developer. Any person, subdivider, partnership, owner or corporation or duly authorized agent who constructs or contracts to construct improvements on subdivided land.

Development. The improvement of a tract or parcel of land, which results in an alteration of land or vegetation.

GLOSSARY OF TERMS

Development Agreement. An agreement between a Developer and the City and which contains the following components:

- A. Summary and Affidavit;
- B. Preliminary Development Plan;
- C. Final Development Plan;
- D. Restrictive Covenants; and
- E. Attachments.

Development Director. The Development Director of the City of Reynoldsburg as defined in the Administrative Code. All references to the Development Director may be construed as referring to the Development Director or his/her designee.

Development Plan. Reports, applications, maps, technical drawings, illustrations, and other matter describing the intended use and construction of improvements of land, particularly relating to a request for amendment of a zoning district or for creation of a planned unit development.

Directional Sign. On-premise sign used to direct vehicles to parking areas or indicate points of entry or exit for a facility or off-street parking lot. Such signs may contain information such as “Lot A”, “Green Lot”, “in”, “enter”, “entrance”, “out”, “exit”, “do not enter” or similar directives. Such signs shall not include any business information other than the business logo and/or name.

District. A section of the City for which zoning regulations governing the use of land and buildings, the height of buildings, the sizes of yards and the intensity of uses are uniform. Boundaries of the districts are shown on the Official Zoning Map.

Drainage Features and Improvements. Natural features of land or designed features of land, buildings, and other improvements, including storm sewers, natural and manmade watercourses, swales, yard drains, catch basins, curbs, retention facilities, and other features affecting the flow of storm water or designed to direct or manage the flow of storm water.

Driveway. A paved way providing access from a street or other means of access to the subject premises.

Drive-Thru. A building or portion thereof that, by design, permits customers to receive goods or services while remaining in a motor vehicle.

Dwelling. Any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more persons, but not including a tent, cabin, trailer or mobile home, boarding or rooming house or hotel.

Dwelling, Assisted. A residential facility for elderly persons (age 60 or older) and their spouses, or for persons having such disabilities as to require assistance with daily living tasks, as suggested by their physician. The facility contains four or more dwelling units and/or rooming units, and provides, through on-site personnel, such exclusive resident services as meal preparation, laundry services and room cleaning.

Dwelling – Attached Single-Family. A dwelling unit that is attached to one or more dwelling units, each with independent exterior access and each with no less than two exterior walls. This type of dwelling includes condominiums and townhouses.

Dwelling – Detached Single-Family. A building designed for or occupied by one family or housekeeping unit.

Dwelling - Developmental Disability. A dwelling devoted to two or more persons who have a physical or mental impairment or handicap, or both, that substantially limits one or more major life activities, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, learning, breathing, or working. A physical or mental impairment may include orthopedic, visual, speech, or hearing impairments, Alzheimer's disease, presenile dementia, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, autism, or emotional illness.

Dwelling Floor Area. The sum of the gross horizontal inside dimension areas of the floors of a dwelling, including stairways, halls, and closets, but not including basements, porches, garages, breeze ways, utility rooms, laundry areas, or carports.

Dwelling, Group. A housing unit classified further as one of the following:

- A. **Group Home, Class I.** A facility providing 24-hour care in a protected living arrangement for not more than fifteen (15) residents. This classification includes foster homes, homes for the physically and mentally impaired, homes for the developmentally disabled, congregate living facilities for persons 60 years of age and older, and maternity homes.
- B. **Group Home, Class II.** A facility providing 24-hour care in a protected living arrangement for not

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more than fifteen (15) residents. This classification includes homes for juvenile delinquents, halfway houses providing residence in lieu of institutional sentencing, halfway houses providing residence to those needing correctional and mental institutionalization. This classification also includes emergency shelter during crisis intervention for not more than fifteen (15) victims of crime, abuse, or neglect, and residential rehabilitation for alcohol and chemical dependence for 15 or fewer individuals.”

Dwelling, Mobile Home. Any non-self-propelled vehicle so designed, constructed, reconstructed or added to by means of accessories in such manner as will permit the use and occupancy thereof for human habitation when connected to utilities, whether resting on wheels, jacks, blocks or other temporary foundation and used or so constructed as to permit its being used as a conveyance upon the public streets and highways and exceeding a gross weight of 4,500 pounds and an overall length of thirty (30) feet.

Dwelling, Multi-Unit Building. A building containing three or more dwelling units.

Dwelling, Multi-Unit Building Complex. A site containing two or more multi-unit buildings situated in relation to one another, which may include common facilities such as a clubhouse and/or swimming pool and common parking areas.

Dwelling, Nursing. A facility operated and dedicated to the care of persons who cannot care for their own needs either partially or totally. This term includes nursing homes, skilled nursing facilities, convalescent homes, special care facilities (e.g., Alzheimer Unit), assisted living facilities, adult day care facilities, independent living units such as patio homes, and other similar facilities.

Dwelling - Two-Family. A building on a single lot containing two dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, except for a common stairwell exterior to both dwelling units.

Dwelling Unit. One or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single household maintaining a household.

E.

Easement. A right granted by a written instrument from one owner of land to another for use of a specified

portion of the grantor's real property for a specific purpose or purposes as set forth in an easement agreement.

Easement Area. The particularly described area of exclusive or non-exclusive legal interest in, on, under, over or through a portion of a parcel of land or appurtenance thereto.

Educational/Public Service sign. A sign designed to provide information on school or public events, community recognition and/or promotes information about good health and safety.

Emergency. A reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate action.

Engineer. Any engineer licensed by the State of Ohio State Board of Registration for Professional Engineers.

Equipment Repair ~~Equipment Repair—Light.~~ Establishments primarily engaged in the provision of repair services to individuals and households, rather than businesses, but excluding automotive and equipment repair use types. Typical uses include appliance, electronic, computer, or bicycle/scooter repair shops.

~~Equipment Repair—Heavy. Establishments that repair commercial or personal automotive vehicles, equipment, or recreational vehicles and may have associated vehicle storage for no longer than 60 days on a paved surface.~~

Essential Public Services and Utilities. The erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety of general welfare, but not including buildings.

Event Center – Private Events and Conferences. A commercial event center used to host private events and conferences such as weddings and other personal events, but not including funerals, and private business or industry conferences.

Event Center – Public Meetings and Conventions. A public event center used to host events and

GLOSSARY OF TERMS

conferences such as trade shows, conferences, and other public events.

Evergreen. A plant with foliage that persists and remains green year-round.

F.

Façade. A side of the exterior of a building (exclusively of permitted encroachments), especially the front, but also sometimes the sides and rear.

Fee. A charge, as required by this Zoning Code, paid by an applicant or other person, for the purpose of paying some or all of the costs incurred by the City in processing and reviewing requests for zoning amendments, site plans, zoning permits, and other administrative activities relating to zoning.

Fence. A structure, hedge or other landscape material positioned up to or on top of the property line, easement line, right-of-way, or setback line, as applicable for the purpose of separating properties, or for screening, enclosing, and/or protecting the property within its perimeter.

Fence, decorative. A fence, hedge or other landscaping material used for decorative purposes only and not intended for use as an enclosure, barrier, or means of protection or confinement. Decorative fences shall not be site obscuring.

Financial Services and Banking – with Drive Thru. A facility including provisions for the conduct of banking services directly to the occupants of motor vehicles for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

Financial Services and Banking - without Drive Thru. A freestanding building without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds.

Finished Grade. The average level of the finished surface of the ground adjacent to the exterior walls of a building.

Fire Pit. An aboveground structure together with a seating area, installed, constructed and designed for the

setting of small-scale fires in accordance with the regulations applicable to the subject property upon which such structure and seating area are located.

Flood plain. Land under and along a watercourse which is subject to inundation by a 100-year flood, as determined by the Federal Emergency Management Agency (FEMA) or other source determined acceptable to the city.

Flood, Regional. Large floods which have previously occurred or which may be expected to occur on a particular stream because of like physical characteristics. The regional flood generally has an average frequency of the 100-year recurrence interval flood.

Floodway. That portion of the flood plain, including the channel, which is reasonably required to convey the regional flood waters. Floods of less frequent recurrence are usually contained completely within the floodway.

Floodway Fringe. That portion of the flood plain, excluding the floodway, where development may be allowed under certain restrictions.

Floor. That part of a room or story which forms its lower, horizontal enclosing surface.

Floor area, gross. The total square feet of all main and accessory buildings which are enclosed, measured from the exterior building face or from the centerline of common walls separating building units.

Food Sales - Farm Market. Retail sales of agricultural products and items grown or produced in and around the City.

Food Sales - Large Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 25,000 square feet of gross floor area. At least 1,000 square feet of a large format grocery shall be devoted to the sale of fresh produce at all times.

Food Sales - Small Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 500 square feet but not more than 25,000 square feet of gross floor area. At least 10 percent of a small format grocery shall be devoted to the sale of fresh produce at all times.

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Food Service - Commissary/Bakery. A facility that produces food and baked goods for distribution or sale to restaurants and retail bakeries. **Any on-site, direct-to-consumer sales are only for consumption off the premises.**

Food Service – Deli. An establishment where food is sold for consumption off- premises and no counters or tables for on- premises consumption of food are provided, but excludes groceries and supermarkets.

Food Service - Fast Casual Restaurant. An establishment where food is preparing and purveying food on a full-service basis where customers order at the counter and where their prepared food is either delivered to them or carried by them to a table for on-premises consumption or carried out for off-premises consumption.

Food Service - Full Service Restaurant. An establishment maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinner- ware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service using no more than two delivery vehicles.

Food Service – Processing. Manufacturing establishments processing foods for human consumption and certain related products. Includes: (1) bakery products, sugar and confectionery products (except facilities that produce goods only for on-site sales with no wider distribution); (2) dairy products processing; (3) fats and oil products (not including rendering plants); (4) fruit and vegetable canning, preserving, and related processing; (5) grain mill products and by-products; (6) meat, poultry, and seafood canning, curing, and byproduct processing (not including facilities that also slaughter animals); and (7) miscellaneous food preparation from raw products, including catering services that are independent from food stores or restaurants.

Food Service – Production. Manufacturing establishments producing foods for human consumption and certain related products. Includes rendering plants and animal slaughterhouses.

Food Service - Quick Serve/Fast Food with Drive Thru. An establishment engaged primarily in the business of preparing food and purveying it on a self-serve or semi self-serve basis. Customer orders and/or service may be by means of a walk-up counter or window designed to accommodate vehicular traffic. Consumption may be either on or off the premises.

Food Service - Quick Serve/Fast Food without Drive Thru. An establishment engaged primarily in the business of preparing food and purveying it on a self-serve or semi self-serve basis. Customer orders and/or service may be by means of a walk-up counter. Consumption may be either on or off the premises.

Forestry. Facilities, activities, or equipment used to plant, raise, manage, harvest, and remove trees on private land. The term includes site preparation, fertilization, pest control, and wildlife management.

Freestanding Sign. A sign which is not attached to a building and which is either attached directly to the ground or elevated on a supporting structure attached to the ground.

Freestanding solar panel. A solar panel or an array of solar panels that is not attached to a structure and is mounted on a structure that is attached to the ground.

Frontage. The principal elevation of a building, which is most often the elevation that abuts a street. In the context of the location of any building typology described under the Zoning Code, frontage means the street or right-of-way type that a building is permitted to abut.

G.

Gable. The triangular section of wall at the end of a pitched roof, occupying the space between the two slopes of the roof, or the whole end wall of a building or wing having a pitched roof.

Gallery – art. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This clarification does not include libraries, museums, or non-commercial art galleries.

Garage, Private. An accessory building or part of a principal building used for the storage of motor vehicles as an accessory use and in which no business or industry connected directly or indirectly with the repair or servicing of such motor vehicles is carried on.

Garden center – indoor and outdoor. A place of business where retail and wholesale products and produce are sold to the consumer. These centers, which may include a nursery and/or greenhouse, import most of the items sold, and may include plants, nursery products and stock, potting soil, hardware, power equipment and machinery, hoes, rakes, shovels, and other garden and farm variety tools and utensils.

Golf Course. A tract of land laid out with at least nine holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course includes a clubhouse and shelters as accessory uses.

GLOSSARY OF TERMS

Gasoline Station. See “Retail – Convenience with gasoline”.

Grade. The elevation of land surrounding a structure or the slope of a road, in each case expressed as a percentage.

Ground Sign. A display sign supported by uprights or braces in or upon the ground surface.

H.

Health and Wellness – Clinic. An establishment where patients who are not lodged overnight are admitted for examination and treatment by a group of physicians practicing medicine together.

Health and Wellness – Fitness Facility/Gym. Any fitness center, gymnasium, health, studio fitness center and athletic club, which may include any of the following: aerobics instruction, exercise machines, sauna, spa or hot tub facilities; indoor tennis, handball, racquetball and other indoor athletic amenities and events.

Health and Wellness – Massage. A private establishment that provides therapeutic or medical massage of a non-sexual nature provided by a licensed practitioner.

Health and Wellness - Physical therapy. An outpatient office establishment that provides physical rehabilitation or occupational therapy for individuals with an injury or disability.

Height or Above Ground Level. When referring to a tower or other structure, the distance measured from the finished grade at the base of the tower/structure to the highest point on the tower or other structure, including the base pad and any antenna.

Home Occupation. An occupation conducted in a dwelling unit, provided that no more than one person other than members of the family residing on the premises shall be engaged in such occupation. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than thirty-five percent (35%) of floor area of the dwelling unit shall

be used in the conduct of the home occupation. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one sign, not exceeding four square feet in area, non-illuminated, and mounted flat against the wall of the principal building. No traffic shall be generated by the conduct of such home occupation and any need for parking generated by the conduct of such home occupation shall meet the off-street parking requirements as specified in this Zoning Ordinance, and shall not be located in a required front yard.

Homeowners Association (HOA) or Property Owners Association (POA). An incorporated, non-profit organization established by a developer, subdivider or an association of property owners whose membership shall consist of individual property owners within a subdivision.

Household. A person living alone or two (2) or more persons living together as a single housekeeping unit as distinguished from two or more persons living together in any congregate or group housing. For purposes of these Regulations, the following shall create a rebuttable presumption that the group is not a single housekeeping unit:

- A. Keyed lock(s) on any interior door(s) to prevent access to any area of the dwelling unit with sleeping accommodations;
- B. Members of the group have separate leases, or sub-leases and/or make separate rent payments to a landlord; or
- C. The group significantly reforms over the course of a twelve (12) month period by losing and/or gaining members.

I.

Identification Sign. A sign identifying or naming a business institution, residential development or other use. Specifically, such sign may indicate the name, owner, or manager and address of an existing building, business or other use, including the general type of goods sold or services rendered, but without a listing of numerous specific goods or services and without reference to brand names, prices, “sales” or telephone numbers.

Illuminated Sign. Any sign illuminated by electricity, gas or other artificial light including reflecting or phosphorescent light.

Improvements. Any additions to the natural state of the land which increases its value or utility, including

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pavements, curbs, gutters, sidewalks, crosswalks, water mains, sanitary and storm sewers, landscaping and other appropriate facilities or plantings.

- A. “Site improvements” means the improvements made to the land outside the exterior limits of a structure or structures.
- B. “Public improvements” means all improvements financed entirely or in part by public funds or which have been dedicated to public use by plat, easement or deed of transfer.
- C. “Final Plat Improvements” mean those improvements set forth in the final plan submitted to and approved by the City in accordance with these regulations.
- D. “Drainage Improvements” means those improvements determined by the City Engineer to be necessary to facilitate satisfactory drainage in accordance with these regulations, including but not limited to underground pipe, inlets, catch basins, ditches, and/or retention basins.

Independent Living, Age-Restricted. A private development comprised of individual dwelling units designed for occupancy by individuals who are over a threshold age, which is typically fifty-five (55) years old.

Indoor Recreation Enterprise. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to, arcades, bowling alleys, theaters, etc.

Indoor Storage Facility. Climate-controlled storage within an enclosed structure containing separate, individual, and private storage spaces of varying sizes leased or rented on an individual basis for varying periods of time, with no unit having direct external access, but being served by common indoor access aisles.

Information Window/Wall Sign. Window or wall signage bearing only information about entry and exit, business hours, authorized service representative information and/ or discount, credit systems accepted in that establishment (e.g. American Express, MasterCard, Visa, Golden Buckeye Card, etc.), and business directives (e.g. no soliciting, no firearms, etc.).

Institutional/Government Offices. A building or location that provides for community meetings and/or activities including, but not limited to, City Hall, Township Hall, school administration building, recreation center (public or private), property listed on the National Register of Historic Places, Chamber of Commerce building, Arts Council building, library, or other public buildings owned or operated by the City.

J.

Junk. Old or scrap copper, brass, rope, gas, trash, waste, batteries, paper or rubber, junked, dismantled or wrecked, automobiles or parts thereof, iron, steel and other old or scrap ferrous or nonferrous materials.

Junk Storage and Sales. Any lot, land, or structure, or part thereof, used primarily for the collection, storage and sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage and salvaging of machinery or vehicles not in operating condition, and for the sale of parts thereof.

K.

No definitions.

L.

Landscaped Area. An area with plants, trees, natural turf or other vegetation planted in accordance with a landscape plan.

Landscaping. Physical improvements consisting of plants, shaped earth, walls and fences, rocks, and other related features, typically installed to beautify a premises and/or to screen negative impacts or protect certain uses from one another.

Land Use Plan. The long-range plan for the desirable use of land in an area as adopted by the Planning Commission and Council; one purpose of the Plan, among other purposes, is to serve as a guide in future development and zoning for the community.

Library. A public facility for the use, but not sale, of literary, musical, artistic, or reference materials.

Live Plantings. Trees, shrubs and organic ground cover which are in healthy condition.

Live Theater. A structure used for dramatic, operatic, or other live performance, for admission to which

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entrance money is received.

Loading Space, Off-Street. Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right of way.

Logo (or trademark). A letter or group of letters (usually stylized) or a symbol or symbols that represent a word, group of words, or business name. Usually used as part of a business identification scheme that is meant to identify goods, products, services or a business entity itself.

Lot. A portion of a subdivision or other parcel of land intended as a unit for transfer of ownership and/or for building purposes or development, having fixed boundaries and designated on a plat or survey together with the required open spaces and having frontage on a public street or a private street.

Lot Coverage. The ratio of enclosed ground floor area of all buildings and structures on a lot to the horizontally projected area of the lot, expressed as a percentage.

Lot Line Adjustment. A process that is used to change property lines of existing parcels for the purpose of combining two (2) or more adjacent parcels into one (1) parcel, alter and/or correct the boundary between two (2) or more parcels, or reconfigure the shape of parcels, without creating any additional parcels.

Lot Measurements. The method of measurement for a lot under this chapter, which shall be conducted as follows:

- A. Depth means the distance between the mid-points of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.
- B. Width means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the minimum required building setback line.

Lot, Minimum Area of. The area of a lot is computed exclusive of any portion of the right of way of any public or private street.

Lot of Record. A lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot Types. Means, as follows:

- A. “Corner lot” means a lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.
- B. “Interior lot” means a lot with only one frontage on a street.
- C. “Through lot” means a lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.
- D. “Reversed frontage lot” means a lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

M.

Maintenance bond. An agreement by a subdivider or developer with the City, for a percentage of the established construction cost, used as a guarantee against any deficiencies which might develop between commencement of a development by a subdivider or developer and formal acceptance of dedication by City Council.

Major Thoroughfare Plan. The portion of comprehensive plan adopted by the City Planning Commission indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction.

~~**Major Tree.** Any tree measured with a diameter-at-breast height equal to or greater than 4”.~~

Manufactured Home. Any non-self propelled vehicle transportable in one or more sections which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, and which bears a label certifying that it is built in compliance with Federal Manufactured Housing Construction and Safety Standards.

Manufactured Home Park. Any tract of land upon which three or more manufactured homes are located for residential use, either free of charge or for revenue purposes, including any roadway, building, structure,

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vehicle, or enclosure used or intended to be used as a part of the facilities of such park.

Manufacturing – Artisan. An establishment, not exceeding 3,000 square feet of floor area, for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items. Odors, fumes or excess noise may not be produced at the facility.

Manufacturing – Heavy. Any use in which the major activity is the treatment, processing, rebuilding, repairing, or bulk storage of material, products, or items, and where the finished product is not acquired by the ultimate user on the premises and produces any externally perceptible noise, fumes, odors, vibrations, or outdoor storage.

Manufacturing, Light. Manufacturing establishments engaged in and undertaking the assembly, fabrication and conversion of already processed raw materials into products, the production of which does not cause excessive noise, odor or other similar impacts on surrounding land uses

Marquee. A permanent structure fastened entirely to the building and projecting from the wall above an entrance and extending over the street right-of-way to provide shelter for automobile passenger loading and unloading entrance.

Marquee sign. A display sign attached to or hung from and supported by the building and extending beyond the building wall or front facade.

Medical - Clinic. A facility other than a hospital, emergency room or urgent care where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: offices for physicians, dentists, chiropractors, or other health care professionals; outpatient care facilities; urgent care facilities; and other allied health services. These facilities may also include incidental medical laboratories. Patients are not provided with room and board and are not kept overnight on the premises. Medical Services and medical clinics include medical and dental laboratories incidental to the medical office use.

Medical – Emergency Services. A 24-hour outpatient facility, operated by a hospital or health organization, and staffed by doctors and nurses that provides immediate emergency care services similar to what would be expected in a hospital. Urgent care facilities are not considered emergency care facilities.

Medical – Full Service Hospital. An institution in which sick or injured persons are provided medical care

and assistance and, in the course of same, may be housed overnight, fed and provided nursing and related services. Hospital shall comprise any related, accessory facilities such as laboratories, outpatient departments, training facilities, food service facilities, central service facilities and staff offices which are integral parts of the principal hospital facility.

Medical – Office. A building used exclusively by physicians, dentists, and similar personnel for the treatment and examination of patients solely on an outpatient basis, provided that no over- night patients shall be kept on the premises.

Medical - Outpatient and Urgent Care. Outpatient-only medical services that apply to medical issues whereby a patient requires more immediate attention or care than can be provided by an appointment with a family doctor or general practitioner. Emergency ambulance services may not be provided.

Medical - Psychiatric Facility – Standalone. An establishment where human patients who may or may not be lodged overnight are admitted for examination and treatment by a group of professionals licensed by the state of Ohio to treat mental health issues or addiction.

Medical - Standalone Emergency Services. Stand-alone emergency medical facilities, which provide emergency services, including basic imaging and laboratory services that may be an off-campus emergency center associated with a hospital, or a non-affiliated, licensed medical care provider.

Medical Marajuana Facility - Cultivation. Any entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marajuana as permitted under R.C. Chapter 3796.

Medical Marajuana Facility - Dispensary. Any entity licensed pursuant to R.C. §§ 3796.04 and 3796.10 and any rules promulgated thereunder to sell medical marajuana to qualifying patients and caregivers.

Medical Marajuana Facility - Processing. Any entity in the business of obtaining medical marajuana from one or more licensed cultivators, processing medical marajuana from one or more licensed cultivators, delivering and/or selling medical marajuana to one or more licensed retail dispensaries, and licensed under Ohio Revised Code Section 3796.19.

Meeting Facility. Facilities typically accommodating groups of students in multiple instructional spaces. Examples of these facilities include: individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities;

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martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. This definition also includes production studios for individual musicians, painters, sculptors, photographers, and other artists.

Mineral Extraction / Processing. The exploration for or extraction of surface or subterranean compounds and materials; this includes oil and gas exploration and production, and the mining of metallic and nonmetallic minerals, sand, gravel, and rock.

Mini-Storage Facility. A building consisting of individual, self-contained spaces that are leased or owned for the storage of business goods, household goods, or contractor supplies.

Minor Subdivision. A proposed division of a parcel of land along an existing public street, not involving the opening, widening or extension of any street or road, and involving no more than five lots after the original tract has been completely subdivided, that may be submitted to the authority having approving jurisdiction of plats under the provisions of R.C. 711.05, 711.09 or 711.10 for approval without plat.

Mobile Home Park. Any site, or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle or enclosure used or intended for use as a part

Mobile Home. Any non-self-propelled vehicle so designed, constructed, reconstructed, or added to by means of accessories in such manner as will permit the use and occupancy thereof for human habitation, when connected to utilities, whether resting on wheels, jacks, blocks, or other temporary foundation and used or so construed as to permit its being used as a conveyance upon the public streets and highways and exceeding a gross weight of four thousand five hundred (4,500) pounds and an overall length of thirty (30) feet, and not in compliance with the Federal Manufactured Housing Construction and Safety Standards Act of 1974.

Mobile home subdivision. A subdivision as defined in this section in which three or more mobile homes used for habitation are parked, including any roadway, building, structure, vehicle or enclosure used or intended for use therein.

Monuments. Permanent concrete or iron markers used to establish definitely all lines of the plat of a subdivision, including all lot comers, boundary line comers and points of change in street alignment.

Monument Sign. A sign, with one or two (2) sides, attached to a permanent foundation or fastened to a base, and not attached or dependent upon any structure, pole, post or similar

Mortuary. A building or part thereof used for human funeral services. Such building may contain space and facilities for (a) embalming and the performance of other services used in the preparation of the dead for burial; (b) the performance of autopsies and other surgical procedures; (c) the storage of caskets, funeral urns, and other related funeral supplies; (d) the storage of funeral vehicles; and (e) facilities for cremation. Where a mortuary is permitted, a mortuary chapel shall also be permitted.

Motor Vehicle. A vehicle which is designed and manufactured to be self-propelling or self-moving upon the public street or highway. More specifically, as referred to in this ordinance, it includes: automobiles, trucks, tractors and scooters and motorcycles.

Movie Theater. A specialized theater for showing movies or motion pictures. The primary structural difference between a theater and a movie theater is the projection screen. However, many movie theaters can easily be adapted for stage performances and many stages have folding screens for movie projections. Although screen shapes are mostly rectangular, they come in a variety of shapes. Also, some special-purpose multimedia movie theaters use multiple screens, one on each wall face, or the entire ceiling surface, which are sometimes curved or geodesic in shape.

Multi-Family (2-4 Units). A building designed for two families, or housekeeping units, living independently of each other in separate dwelling units.

Multi-Family. A building or portion thereof designed for or occupied by five (5) or more families, or housekeeping units, living independently of each other in separate dwelling units which are accessible by interior hallways. This type of dwelling unit excludes a hotel.

Multi-Family Rental Office/Management Site. A residential apartment structure, permitted in multi-family residential districts, that is used by an apartment owner, employee or realtor to demonstrate construction and to display built-in amenities to prospective apartment tenants and to promote the rental or lease of apartment units. The rental office may be staffed and furnished.

Museum. A room or building for exhibiting, or an institution in charge of, a collection of books, or artistic, historical, or scientific objects.

N.

GLOSSARY OF TERMS

Nonconformities. A building, structure or use of land existing at the time of enactment of this Zoning Ordinance which does not conform to the regulations of the district or zone in which it is situated.

O.

Office – Corporate. An establishment primarily engaged in providing internal office administration services as opposed to customer service in a single building or a campus setting; for example, the headquarters, regional offices or the administrative offices for a corporation. Generally, the majority of the traffic generated from corporate offices comes from employees and not the general public.

Office - Data processing / Call Center. A facility containing equipment for telecommunications or data processing/storage including switches, routers, operation centers, and other infrastructure critical for telecommunication companies, internet servers, data firms, fiber-optic cable, and other technology providers.

Office – Professional Services. Professional offices including: accounting, auditing and bookkeeping services; advertising agencies; architectural, engineering, planning, and surveying services; attorneys; counseling services; court reporting services; data processing and computer services; detective agencies and similar services; educational, scientific, and research organizations; employment, stenographic, secretarial, and word processing services; government offices including agency and administrative office facilities; management, public relations, and consulting services; photography and commercial art studios; writers and artists offices outside the home. Does not include medical offices or offices that are incidental and accessory to another business or sales activity that is the principal use. Incidental offices that are customarily accessory to another use are allowed as part of an approved principal use.

Official Zoning Map. The Official Zoning Map of the City of Reynoldsburg, as the same may be amended from time to time in accordance with this Zoning Ordinance.

Off-Premises Sign. Any sign unrelated to a business or profession conducted or to a commodity or services sold or offered upon the premises where such sign is located.

On-Premises Sign. Any sign related to a business or profession conducted, or a commodity or service sold or offered upon the premises where such sign is located.

Opacity. The degree or extent that light is obscured. 100% opacity meaning fully obscured, 0% meaning fully transparent.

Open/Closed Sign. A window or wall sign bearing only information indicating if the business is open or closed. This does not include the hours of operation. Signs that include both the open/closed information and the hours of operation shall be deemed to be an information sign.

Open Space. An area of land that is intended and used for environmental, scenic, or recreational purposes and which may include lawns, landscaping, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, and wooded areas. Open space shall not be deemed to include paved areas such as roads, driveways, or parking lots, and shall not be deemed to include spaces required for minimum yards. That portion of a natural or man-made water body which shall be interpreted as open space shall be determined by the Planning Commission.

Ornamental Tree. A deciduous tree planted primarily for its ornamental value or for screening and which will typically be smaller than a shade tree.

Outdoor Recreation Enterprise. Any business which is operated as a recreational enterprise, either publicly or privately owned, for profit. Examples include but are not limited to horse stables, fisheries, wilderness preserves, golf course, mini-golf courses, amusement parks and campgrounds.

Outdoor Processing – Agriculture. Activities involving a variety of operations on crops or livestock which may generate dust, noise, odors, pollutants, or visual impacts that could adversely affect adjacent properties. These uses include but are not limited to slaughterhouses, mills, canneries, and milk processing plants.

Outdoor Processing – Composting. An establishment for the processing of organic waste in a controlled environment to produce a stable fertilizing product by microbiologically degrading organic matter under aerobic conditions.

Outdoor Processing - Concrete and Asphalt. An industrial facility used for the production of asphalt or concrete, or asphalt or concrete products, used in building or construction, and includes facilities for the administration or management of the business, the stockpiling of bulk materials used in the production process or of finished products manufactured on the premises and the storage and maintenance of required equipment, but does not include the retail sale of finished asphalt or concrete products.

Outdoor Storage. The keeping of property in an open area of a lot for the purpose of sales, storage, or display.

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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 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 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 are offered for pay to persons. “Hotel” does not include agricultural labor camps, apartment houses, apartments or other similar places of permanent personal residence, lodging houses, rooming houses, or hospital or college dormitories.

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

Owner. Any individual, firm, association, syndicate, co-partnership, corporation, trust, or other legal entity having sufficient proprietary interest in real property to commence and maintain proceedings with respect to any land use approval sought hereunder.

Overlay. An area depicted on the official zoning map, within which, through super-imposition of a special designation, certain regulations and requirements apply in addition to those of the base zoning districts to which such designation is added.

P.

Pad. A building site prepared by artificial means, including grading, excavation or filling, or any combination thereof.

Panel Sign. A sign which is mounted, attached, painted, or displayed on a sign panel.

Parapet Wall. A low wall barrier at the edge of a roof or structure which may serve to prevent falls over the edge or serve as a stylistic feature.

Parcel. A division of real property contained in a single legal description that is recorded in the official land records of the Recorder's office.

Park. See "Community Facility - Park".

Parking Area or Structure. An off-street area or structure for required parking or loading spaces, including driveways, access ways, aisles, parking and maneuvering space necessary for the parking or loading areas.

Parking Space, Off-Street. An area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or alley right of way.

Patio. An outdoor seating area, covered or uncovered, constructed, installed and located upon a property in accordance with all local and state laws and regulations, including this zoning ordinance, applicable to the subject property upon which such seating area is located.

Pedestrian Amenity. Elements of individual developments that directly affect the quality and character of the public domain.

Pedestrian Zone. An area between a main building and a public street utilized for pedestrian access and amenities.

Perimeter Treatment Plan. A plan designed for the installation and perpetual maintenance of improvements intended to provide visual and noise protection for the outer edges of developments which border arterial or major collector streets. Said plan shall include materials, techniques and sizes of buffering treatments such as landscaping, fencing, screen walls, berms, or a combination thereof sufficient to provide adequate buffering. The perimeter treatment plan may be incorporated into the landscape plan.

Performance Bond or Surety Bond. An agreement by a subdivider or developer with the City for the amount of the estimated construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the subdivider's agreement.

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Person. Any firm, association, organization, limited partnership, general partnership, trust, company or corporation as well as any natural person.

Personal Care and Beauty Services. Any enterprise conducted for gain which primarily offers services to the general public such as shoe repair, watch repair, barber shops, beauty parlors and similar activities. These uses may also include accessory retail sales of products related to the services provided.

Pet Grooming. An establishment to which owners of domestic pets bring such pets for grooming services, including nail clipping, bathing, haircuts and related services; provided however, such establishment shall not keep animals overnight or offer general veterinary services.

Planned Development or Planned Unit Development. An area of land in which a variety of housing types and subordinate commercial and industrial facilities are accommodated in a preplanned environment under more flexible standards, such as lot sizes and setbacks, than those restrictions that would normally apply under these regulations. The procedure for approval of such development contains requirements in addition to those of the standard subdivision, such as building design principles and landscaping plans.

Planning and Zoning Administrator. The public official of the City of Reynoldsburg designated to administer and enforce this Zoning Ordinance.

~~**Planning Commission or Commission.** The Planning Commission of the City of Reynoldsburg, established pursuant to Article VII, Section 1 of the Charter.~~

Plant Cultivation. The production of crops, fruit trees, nursery stock, truck garden products, or similar plant materials outside of structures such as greenhouses.

Planting Area. Any area utilized for landscape material installation having a minimum area of fifty (50) square feet.

Plants. Living vegetation. Artificial plants are not included in this definition.

Plat. The map, drawing or chart on which the developer's plan of subdivision is presented to the City Planning Commission for approval and, after such approval, to the County Recorder for recording.

Plat, final. The final map, drawing or chart made by a surveyor registered in the State of Ohio, and supplementary information, based upon the approved preliminary plat, in which the subdivider's plan is presented to the City Planning Commission for approval and which, if approved, will be certified and submitted to the County Recorder.

Plat, preliminary. The preliminary map, drawing or chart, and supplementary information, on which the layout and design of a proposed subdivision is submitted to the City Planning Commission for consideration and tentative approval.

Plot-Grade-Utility Plan. Drawings and other documents describing the approved grading, drainage features and improvements, vehicular facilities, utilities, and other improvements for a development.

Political Sign. Signs having reference to a political official, candidate, question, issue or opinion.

Portable Sign. A sign which is designed to be moved and is not permanently attached to any part of a building or to the ground.

Power Generation Facility. A facility that converts one or more energy sources, including but not limited to water power, fossil fuels, nuclear power, or solar power, into electrical energy or steam. A power generation plant may also perform either or both of the following: (a) operation of a transmission system that conveys the energy or steam from the generation facility to a power distribution system; (b) operation of a distribution system that conveys energy or steam from the generation facility or the transmission system to final consumers.

Power Substation Facility. An assemblage of equipment for purposes other than generation or utilization, through which electric energy in bulk is passed for the purposes of switching or modifying its characteristics to meet the needs of the general public, provided that in residence districts an electric substation shall not include rotating equipment, storage of materials, trucks or repair facilities, housing of repair crews, or office or place of business.

Primary Street. A primary street as referred to in this section includes Main Street, Brice Road, and Livingston Avenue.

Printing and Publishing. Any business publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or nonprofit.

GLOSSARY OF TERMS

Private Club. A building or portion thereof or premises owned or operated by a person for a social, literary, political, educational or recreational purpose primarily for the exclusive use of members and their guests.

Private Swimming Pool. Any structure that contains water over 24 inches (610 mm) in depth and which is used, or intended to be used, for swimming or recreational use and which is available only to the family and guests of the property owner. This includes inground, aboveground, portable and inflatable swimming pools, hot tubs and spas.

Professional Office. A building or portion of a building wherein services are performed involving predominately administrative, professional or clerical operations.

Projecting Sign. A display sign which is attached directly to the building wall and which extends more than fifteen (15) inches from the face of the wall.

Public Access Easement. An easement granted to the public for all the purposes for which a public sidewalk may be used, including but not limited to, pedestrian and travel.

Public Service Facility. The erection, construction, alteration, operation or maintenance of buildings, power plants or substations, water treatment plants or pumping station, sewage disposal or pumping plants, and other similar public service structures by a public utility, by a railroad, whether publicly or privately owned, or by a municipal or other governmental agency, including the furnishing of electrical, gas, rail transport, communication, public or private water and sewage service.

Public Street. A public right-of-way used for vehicular traffic that is permanently maintained by the City of Reynoldsburg, by the State of Ohio, or by the federal government.

Public Swimming Pool. Any outdoor structure, chamber, or tank containing a body of water for swimming, diving, recreational use, or sanctioned event that is intended to be used collectively for swimming, diving, recreational use, or sanctioned event and is operated by any person whether as the owner, lessee, operator, licensee, or concessionaire, regardless of whether or not a fee is charged for use.

Public Uses. Public parks, schools, and administrative, cultural, and service buildings, not including public land or buildings devoted solely to the storage or maintenance of equipment and material.

Public Way. An alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, freeway, highway, land, parkway, right of way, road, sidewalk, street, subway, tunnel, viaduct, walk, bicycle path or other ways in which the general public or a public entity have a right, or which are dedicated whether improved or not.

Q.

No definitions.

R.

R.C. The Ohio Revised Code.

Real Estate/Model Home Sign. A temporary sign promoting the development, construction, rental, sale or lease of property.

Recreation Facility, Commercial. Recreation facilities open to the public, established and operated for a profit, such as commercial golf courses, golf driving ranges, swimming pools, ice skating rinks, riding stables, race tracks, carnivals, and similar commercial enterprises.

Recreation Facility, Institutional. Recreation-type facilities open to the public, established and operated for a profit and offering a learning environment. Such activities may include but are not limited to gymnastics, karate studio, exercise/gym facility, ceramics, photography and similar commercial enterprises.

Recreation Facility, Noncommercial. Any business which is operated as a recreational enterprise, either publicly or privately owned, for nonprofit. Examples include, but are not limited to: fishing areas, parks, archery ranges, etc.

Recreational Vehicle. A vehicle type unit primarily designed as temporary living quarters for recreation, camping, or travel use only, which either has its own motive power or is mounted on or drawn by another vehicle. The basic entities are: boat, travel trailer, camping trailer, truck camper, and motor home.

GLOSSARY OF TERMS

Redevelopment. The increase of a developed property or building gross floor area or combination thereof by more than fifty percent (50%) over a seven year period.

Religious Assembly. A permanently located church, cathedral, synagogue, temple, mosque, or other place dedicated to religious worship. As part of its functions it may include the following incidental and subordinate uses subject to applicable federal, state and local regulations: offices, residences for clergy, religious instruction, educational institutions, private and special schools, day care centers, emergency shelters, and community and recreational activities.

Research Facility / Laboratory. A facility primarily for medical, optical, orthotic, prosthetic, or dental laboratory services, photographic, analytical, or testing services and/or engaged in the research, development and controlled production of high technology electronic, industrial or scientific products or commodities for sale.

Reservation. Any reservation of public land made by a developer in accordance with the provisions of these regulations.

Residential (Upper Floor). Where permitted, dwelling units located on a floor other than the ground floor.

Residential Care and Congregate Residential. An establishment operated for the purpose of providing special care or rehabilitation to the occupants, as defined in R.C. 5119.341 and 5123.19, including the following:

- A. Assisted living;
- B. Developmental disability dwelling;
- C. Elderly Care;
- D. Life Care or Continuing Care Services;
- E. Mental Health or Substance Abuse; and
- F. Nursing care.

Residential Model Home. A residential structure, permitted in all residential districts that is used by a licensed home builder/developer, real estate workers or realtor to demonstrate construction, display built-in amenities and color selection charts to prospective home buyers and promote the sale or lease of housing units. The model home may be staffed and furnished. (Ord. 25-97. Passed 6-12-97 :)

Restricted Open Space. Open space within any subdivision that is restricted from further development in accordance with a deed restriction or similar restrictive covenant.

Retail – Convenience with gasoline. A facility associated with the sale of gasoline products that also offers for sale prepackaged food items and tangible consumer goods, primarily for self- service by the consumer. Hot beverages, fountain-type beverages, and pastries may be included in the food items offered for sale.

Retail – Convenience without gasoline. A small retail establishment, usually located within or associated with another use, that offers for sale convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods.

Retail – Large format. A retail establishment containing consumer goods that exceeds 20,000 square feet.

Retail – Medium format. A retail establishment containing consumer goods that is between 5,000 and 20,000 square feet.

Retail – Pharmacy. A business substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs.

Retail – Shopping center – enclosed. A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, and protection from the elements.

Retail – Shopping center – outdoor. A group of commercial establishments planned, constructed, and managed as a total entity shopping center with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations, whereby access to individual shops requires outdoor access from a shared sidewalk or road.

Retail – Small format. A retail establishment containing consumer goods that is no greater than 5,000 square feet.

GLOSSARY OF TERMS

Right-of-Way. A strip of land taken or dedicated for use as a public or private way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities, and may include special features (required by the topography or treatment) such as grade separation, landscaped area, viaducts and bridges.

Road. See “Street”.

Routine Maintenance. Work that is planned and performed on a routine basis to maintain and preserve the condition of the building or site including but not limited to painting, addition of awnings, roof repair, parking rehabilitation, and window replacement and treatment.

S.

School – College / University. A post-secondary institution for higher learning that grants associate or bachelor’s degrees and may also have research facilities and/or professional schools that grant master and doctoral degrees. This may also include community colleges that grant associate or bachelor’s degrees or certificates of completion in business or technical fields.

School – Primary. A public, private, or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in schools within the state.

School – Secondary. A public, private, or parochial school offering instruction at the junior, and/or senior high school levels in the branches of learning and study required to be taught in the public schools within the state.

School – Trade. A school established to provide for the teaching of industrial, clerical, managerial, or artistic skills. This definition applies to schools that are owned and operated privately for profit and that do not offer a complete educational curriculum.

Screening. Improvements such as landscaping and fencing, or the intentional arrangement and location of uses, structures, and open spaces in a manner intended to mitigate or conceal negative impacts of one use upon another or to improve the appearance of the use.

Seat. For purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four (24) lineal inches of benches, pews or space for loose chairs.

Semi-Nude. A state of dress or undress in which clothing covers no more than the human genitals, anus, and areolae of the female breast, as well as portions of the body covered by supporting straps or devices or by other minor accessory apparel such as hats, gloves, and socks.

Semi-Public Uses. Places of worship, Sunday schools, parochial schools, colleges, hospitals, and other institutions of an educational, religious, charitable, or philanthropic nature.

Service Director. The Director of Public Service of the City of Reynoldsburg, as defined by the Administrative Code or City Charter.

Setback. A line established by these regulations and/or Zoning Ordinance or resolution, generally parallel with and measured from the front lot line, defining the limits of a front yard in which no building or structure may be located above ground, except as may be provided in such Codes.

Setback Line. A line established by the Zoning Ordinance generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be provided in such Zoning Ordinance.

Sewage and Water Facilities. Sewage collection and/or water distribution systems provided or franchised by a public authority.

Sewage Disposal System, Group. An approved sewage disposal system which provides for the combined collection and disposal of sewage from a group of residential, commercial, or industrial buildings.

Sewage Disposal System, On-Site. A septic tank installation on an individual lot which utilizes an anaerobic bacteriological process for the elimination of solid wastes and provides for the proper and safe disposal of the effluent, subject to approval of health and sanitation officials having jurisdiction.

GLOSSARY OF TERMS

Sewers, Central or Group. An approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

Sewers, On-Site. A septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

Shade Tree. A deciduous tree planted primarily for its high crown of foliage or overhead canopy and which typically reaches a height of at least forty (40) feet.

Shed. A storage structure constructed and located upon a property in accordance with the regulations applicable to the subject property the purpose of which is for the storage of yard equipment, recreational equipment or other consumer goods to be utilized by the residents of the subject property upon which such structure is located.

Shelter. A facility used to house or contain stray, homeless, abandoned, or unwanted animals and that is owned, operated, or maintained by an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

Shooting Range – Indoor. A building open to the general public wherein the shooting of firearms is permitted for the practice of marksmanship, except indoor shooting galleries maintained or operated by any police department which is not available to the general public.

Shrub. That area which the City requires maintenance in order to preserve the sight distance and safety of motorists, pedestrians and bicyclists by requiring an unobstructed line of sight necessary for most drivers stopped at an intersection to see an approaching vehicle to avoid a collision. Further information is provided in Section 1105.07.

Sidewalk. That portion of the road right of way outside the roadway, which is improved for the use of pedestrian traffic.

Sight triangle. A triangle at an intersection, formed by the two roads or rights-of-way and a third line, which must be kept clear of obstructions such as hedges so that people in one road can see cars approaching on the other.

Sign. Any display, figure, painting, placard, poster, drawing, letter, word, symbol, number, or any combination of these or any other device visible, with or without verbiage, which can be seen from the right-of-way and is designed to inform or attract the attention of persons not on the premises on which the sign or street graphic is located. Used to convey a message, advertise, inform or direct attention to a person, institution, organization, activity, place, object or product.

Sign Area. The entire area within a single continuous perimeter enclosing the extreme limits of writing, representation, emblem, or any figure or similar character together with any frame or other material or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed; excluding the necessary supports or uprights on which such sign is placed. The area of a sign having more than one display shall be computed as the total of the exposed exterior display surface area.

Sign, Bulletin Board. A structure containing a surface upon which is displayed the name of a religious institution, school or library, auditorium, stadium, athletic field or area of similar use for the announcement of services or activities to be held therein.

Sign, Construction. A sign indicating the names of architects, engineers, contractors and similar persons involved in the design and construction of a structure or project.

Sign Face. The surface of the sign upon, against or through which the message of the sign is exhibited.

Sign, Flashing. Any illuminated sign on which the artificial light or any part thereof has conspicuous or intermittent variation in intensity or color.

Sign, Governmental. A sign erected at the side of or above roads to give instructions or provide information to road users.

Sign Height. The vertical distance from the uppermost point used in measuring the area of the sign to the crown of the road on which the property fronts.

Sign, Moving. Any sign which in part or total, rotates, revolves or otherwise is in motion.

Sign, Name Plate. A sign designating only the name and address or the name and professional occupation and address of a person or persons residing in or occupying space in such building or premises.

Sign Panel. A structural object or portion of a structural object designed to form a distinct background area or frame for the display of a sign's information.

GLOSSARY OF TERMS

Sign, Painted Bulletin. An advertising structure on which advertising design is painted and posted, and which may incorporate the use of cutouts and/or other embellishments.

Sign, Poster Panel. An advertising structure measuring not more than twelve (12) feet by twenty-five (25) feet overall on which posters are displayed.

Sign, Promotional. A temporary sign, the function of which is to announce a special event.

Sign, Roof. Any sign which is erected over the roof or parapet above the roofline and/or receives any or all its support from the roof structure.

Sign Structure. The supports, uprights, bracing or framework for signs.

Sign, Warning. Any sign indicating danger or a situation which is potentially dangerous.

Site Plan. A drawing and other documents, subject to review and approval by the City, describing the planned improvements of a lot. A site plan is one of the following types:

- A. **Major Site Plan.** A plan review required for any development that meets the requirements on Section 1109.17~~19~~, and which is subject to review and approval by the Planning Commission;
- B. **Minor Site Plan.** A plan review required for any development which does not qualify for a major site plan review and consists of an improvement other than a single family dwelling, two-family dwelling, or a dwelling within a planned development, and which is subject to review and approval by the Planning and Zoning Administrator and other City staff; or
- C. **Residential Site Plan.** A plan review required for a single family dwelling, two-family dwelling, or a dwelling within a planned development, and which may be approved by the Planning and Zoning Administrator. (Also see Section 1109.17~~19~~)

Site Obscuring Structure. Opaque or having such qualities as to constitute a complete visual barrier to persons outside the perimeter of the site obscuring object. A fence, which partially obscures a site, shall not be considered site obscuring if it has maintained at least 40% transparency.

Skirting. The rigid physical attachments to a mobile home designed and intended to completely screen,

shelter, and protect such mobile home's base and entire area between the floor surface and the ground, which includes, but not limited to, all electrical and plumbing conduits, insulation material, and undercarriage.

Solar Panel. A solar photovoltaic panel, solar hot air or hot water panel collector device, or other type of energy system which relies upon solar radiation as a source for the generation of electricity or transfer of stored heat.

Solar Panel Array. An integrated assembly of solar panels with a support structure or foundation and other components.

Sold Sign. A temporary sign announcing that a property has been sold, leased or is no longer available.

Special Event. A temporary outdoor use of land for the purposes of a gathering, including but not limited to a fair, festival, celebration, or fundraiser.

Specified Sexual Activities. Any of the following activities , the fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; or Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; masturbation, actual or simulated; or Human genitals in a state of sexual stimulation, arousal or tumescence; or excretory functions as part of or in connection with any of the activities set forth above.

Stacking Space. Area where cars are permitted to wait in a resting state to access a use, or at a traffic signal or sign.

Storage – commercial gases. Any establishment whereby the primary activity is, or necessitates, the storage of compressed gasses.

Storage – Contractor. An unenclosed portion of the lot or parcel upon which a construction contractor maintains its principal office or a permanent business office. Designation of the lot or parcel as a contractor's storage yard would allow this area to be used to store and maintain construction equipment and other materials customarily used in the trade carried on by the construction contractor.

Storage – Self-Store. A building or group of buildings designed and used solely for the purpose of leasing

GLOSSARY OF TERMS

interior space for the storage of personal property, household items and the inventory of commercial businesses where storage units are individually leased or rented and where access to storage units is infrequent. Outdoor storage and the storage of junk, explosives, flammable materials and other noxious or dangerous materials are specifically prohibited.

Storage – vehicular and boat. An enclosed or outdoor facility used solely for the storage of land-, air-, or water-based vehicles.

Storm Water Design Manual. The most current copy of the “Storm Water Design Manual”, which provides guidelines for developing proper and adequate storm water collection and disposal facilities will be on file in the office of the City Engineer. The Storm Water Design Manual is that manual prepared by the Mid-Ohio Regional Planning Commission.

Story. That portion of a building other than a cellar included between the surface of any floor and the surface of the floor above it or if there is not floor above it, then the space between the floor and the ceiling next above it. A basement shall be counted as a story if it is used for living quarters or if two-thirds of its volume is above the average finished grade of the adjoining ground. See also, “Basement”.

Street. The full width between property lines bounding every public way of whatever nature, with a part thereof to be used for vehicular traffic and designated as follows:

- A. “Alley” means minor ways used primarily for vehicular service access to the back or side of properties abutting on other streets.
- B. “Arterial street” means a highway primarily for through traffic, carrying heavy loads and large volume of traffic, usually on a continuous route.
- C. “Collector street” means a thoroughfare, whether within a residential, industrial, commercial or other type of development, which carries traffic from local streets to arterial highways, including principal entrance streets of residential developments and primary circulation routes within such development.
- D. “Cul-de-sac” means a local street of relatively short length with one end open to traffic and the other end terminating in a vehicular turnaround.
- E. “Dead-end street” means a street or a portion of a street with only one vehicular traffic outlet.
- F. “Expressway” or “freeway” means a thoroughfare which carries relatively large volumes of traffic at a relatively high speed over long distances. Expressways are usually multi-lane highways for through traffic with all crossroads separated in grade and with full control of access.
- G. “Half-street” means a street or a portion of a street with only one-half of the width paved and having

proper right of way. Usual access at edge of subdivision where the centerline is also the plat boundary

- H. “Local street” means a street primarily for providing access to residential, commercial or other abutting property.
- I. “Loop street” means a type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the 180 degree system of turns are not more than 1,000 feet from such arterial or collector street, nor normally more than 600 feet from each other.
- J. “Major arterial street” or “principal arterial street” means a throughway which carries through traffic, usually intra-city, on a continuous route. Major arterial streets will have no curb parking and will have no curb parking and will use of marginal access roads, including limited access highways.
- K. “Marginal access streets” means a local street parallel and adjacent to an arterial highway, providing access to abutting properties and protection from the major street or arterial highway.
- L. “Minor arterial street” means a throughway which carries crosstown traffic from several neighborhoods, thereby servicing several residential collector streets.

The comprehensive plan gives additional guidance on street classification and definitions.

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

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

Structured Parking. 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 or more artists or artisans, including the accessory sale of art produced on the premises, or gallery space.

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

Subdivider. Any individual, owner, developer, firm, association, syndicate, co-partnership, corporation, trust or any other legal entity commencing proceedings under these regulations as an applicant to affect a subdivision of land hereunder for himself or for another.

GLOSSARY OF TERMS

Subdivision.

- A. The division of any parcel of land shown as a unit or as contiguous units on or before January 1, 1976 into two or more parcels, sites or lots, any one of which is less than five acres for the purposes, whether immediate or future, of transfer of ownership, provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easement of access, and the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempted; or
- B. “Commercial Subdivision” means the improvement of one or more parcels of land for commercial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities; or
- C. “Industrial Subdivision” means the improvement of one or more parcels of land for industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or lease holders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities; or
- D. “Minor Subdivision”. See “Minor Subdivision”.

Subdivision Regulations. The Subdivision Regulations of the City of Reynoldsburg, Chapter 1111 of Part Eleven, Land Use and Subdivision Regulations, of the Codified Ordinances of Reynoldsburg.

Swimming Pool. A body of water of artificial construction, used for swimming or recreational bathing, which is over eighteen inches (18”) in depth at any point, and has more than one hundred (100) square feet of area on the water surface when filled to capacity, and including the bottom and sides of the pool, and the equipment appurtenances thereof.

T.

Tattoo/Piercing Establishment. A place, as defined by the Ohio Revised Code or the Ohio Administrative Code, where tattoo or body piercing services are provided.

Temporary Sign. A display sign, banner or other advertising device constructed of cloth, canvas, fabric or other light temporary material with or without a structural frame, intended for a limited period of display, including decorative displays for holidays or public demonstrations.

Temporary Special Land Use. A temporary use of land for a set amount of time, permitted in conjunction with the display or the display and sales of merchandise, goods, or materials.

Temporary Use. A temporary use of land for a set amount of time, permitted in conjunction with the display or the display and sales of merchandise, goods, or materials.

Tenants-in-Common. That form of real property ownership described in R.C. 5302.19, as the same may be amended from time to time.

Thoroughfare. See “Street”.

Thoroughfare Plan. A plan, adopted by City Council, which shows general locations and extent of existing, planned, and proposed streets and other transportation facilities of the City.

Tract. A continuous expanse of land.

Traditional or Natural Materials. Consists of clay bricks (full or thin set, if thin set, corners must have full brick appearance), stone, cultured stone (samples must be provided), wood or fiber cement board siding.

Tree. A large woody plant having one (1) or several self-supporting stems or trunks and numerous branches and which may be deciduous or evergreen.

Tree Lawn. A small area, often planted with trees and grass, between a street and the sidewalk of that street.

U.

Unit of a Building or Building Unit. A space occupying a portion of a building, containing an entrance from the building exterior, and separated from other such spaces by a party wall or walls.

GLOSSARY OF TERMS

Use. The specific purposes for which land or a building is designated, arranged, intended or for which it is or may be occupied or maintained.

Use, Accessory. A use located on the same lot with, and of a nature customarily incidental and subordinate to, the main use. Examples include: a parking lot for a commercial or industrial business; administrative and sales offices for an industrial plant; or a home occupation.

Use, Main. A use which is the dominant or principal activity or use of a lot.

Use, Permitted. A use which is permitted by right in a district, as listed on Table 1103.01A or as otherwise permitted by right in this Code, provided that such use shall comply with all provisions of this Code.

Use, Prohibited. A use which is not identified in this Zoning Code as either a permitted use or a conditional use.

Use, Similar. A use which is not identified in this Code as a permitted use or a conditional use in any district, but which is determined by action of the Board of Zoning Appeals and City Council to be a use sufficiently like or compatible with other uses in a district as to be allowed as a conditional use in that district.

V.

Variance. An adjustment to the development standards of the zoning regulations, that does not apply to use or required density that is reviewed and approved, modified, or denied by the Board of Zoning Appeals after at least one public hearing.

Vehicular Care Services – Major. General repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, including body work, framework, welding, and major painting service.

Vehicular Care Services – Minor. The replacement of any part or repair of any part that does not require removal of the engine head or pan, engine transmission or differential; incidental body and fender work, minor painting and upholstering service. Above stated is applied to passenger automobiles and trucks not in excess of 7,000 pounds gross weight.

Vehicle Care Services – Washes. The use of a site for washing and cleaning of passenger vehicles, recreational vehicles, or other light duty equipment.

Vehicular Sales – Automobiles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motor vehicles, or used motor vehicles as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales – Boats. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new boats or watercraft, or used boats or watercraft as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales – Motorcycles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new motorbikes or motorcycles, or used motorbikes or motorcycles as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sales - Recreational Vehicles. The use of any building or portion thereof, or other premises or portion thereof, for the display, sale, rental, or lease of new recreational vehicles or campers, or used recreational vehicles or campers as an ancillary use of a lot, and any warranty repair work and other repair service conducted as an accessory use.

Vehicular Sign. A sign mounted upon, painted upon, or otherwise erected on a trailer, truck, automobile or other vehicle parked or placed so that the signs thereon are visible from a public street or right of way.

Veterinary. A structure or premises utilized for the diagnosis and treatment of ill and injured animals and the short-term boarding incidental to the clinical use. A veterinary clinic cannot be implicitly interpreted as a kennel.

Vicinity Map. A drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better locate and orient the area in question.

Visual Arts Center. A facility open to the public that is devoted to the visual arts.

GLOSSARY OF TERMS

W

Walkway. A public or private way, four (4) feet or more in width, for pedestrian use only, whether along the side of a road or not.

Wall, of a building. An external, vertical surface enclosing a portion of a building.

Wall, front. That wall of a building which most nearly parallels the front lot line of the lot on which the building is located or, for the purpose of locating a wall sign on a space within a multi-occupant building, that wall which is declared by the Planning Administrator to be the front wall, generally that wall which faces a common, central parking lot or drive.

Wall Sign. A display sign which is painted on or attached directly to the building wall and which extends not more than fifteen inches from the face of the wall.

Warehouse – large format. An enclosed storage facility which is used to store goods or parts, or for any part of the shipping process, that is greater than 50,000 square feet and includes cross-dock facilities.

Warehouse – small format. An enclosed storage facility which is used to store goods or parts, or for any part of the shipping process, that is under 50,000 square feet and does not include cross-dock facilities.

Warehousing, Public. A person or business whose primary purpose and profit motive is the receiving, storing and shipping of merchandise or commodities for one or more unrelated persons or businesses.

Weed. Any ground cover or shrub which is typically not installed for the purposes of landscaping; which is not typically propagated by the horticultural or nursery trades; or which presents a particularly noxious allergenic or growth characteristic.

Wholesale and Distribution. An establishment that engages in the sale of goods, merchandise and commodities for resale by the purchaser.

Window Sign. A sign painted, attached or affixed to the interior or exterior surface of windows or doors of a building or suspended on the inside or outside of the windows or doors.

Working day. The days occurring Monday through Friday, excluding legal holidays. The time within which an act is required by law to be done shall be computed by excluding the first and including the last day; except that when the last day falls on the weekend or a legal holiday, the act may be done on the next succeeding day that is not the weekend or a legal holiday. ·

Y.

Yard. A required open space other than a court unoccupied and unobstructed by any structure or portion of a structure above the general ground level of the graded lot upward; provided accessories, ornaments and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

Yard, front. A yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.

Yard, rear. A yard extending between side lot lines across the rear of the lot and from the rear lot line to the rear of the principal building.

Yard, side. A yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

Z.

Zoning Certificate. A document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or lands in accordance with the previously issued zoning permit.

Zoning District or District. An area depicted on the official zoning map comprised of properties and land uses that are otherwise intended to reflect the comprehensive plan.

Zoning Code. The part of the Codified Ordinances of the City of Reynoldsburg known and referred to as the

GLOSSARY OF TERMS

City of Reynoldsburg Planning and Zoning Code, as it may be amended from time to time.

Zoning Permit. A document issued by the Planning and Zoning Administrator authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

A. Terms Applicable to Landscape Requirements

Crown Spread. The distance measured across the greatest diameter of the above ground portions of a plant.

Decorative Walls and Fences. Barriers constructed of wood, masonry or other appropriate material.

Developed Area. That a portion of a plot or parcel of land upon which a building, structure, pavement, landscaped material or other improvements, excluding public rights-of-way, have been placed.

Diameter at Breast Height (DBH). The diameter of the tree as measured at four and a half (4½) feet above grade. If a tree splits into multiple trunks below 4½ feet above grade, the trunk is measured at its most narrow point below the split.

Earth Mounds. Earthen physical barriers which block or screen a view, which have vegetation capable of preventing erosion, and have a maximum permitted slope of three feet horizontal to one vertical (3:1) where mounds are to be mowed.

Ground Cover. Landscape materials such as natural mulch or low growing plants installed in such a manner so as to form a continuous cover over the ground.

Interior Landscaping. The use of landscape materials within the boundaries of the parcel, exclusive of the perimeter landscaping.

Landscape Buffer. Landscape materials installed between certain land uses [i.e. (1) between multifamily and single-family uses, (2) between any residential and commercial uses, and (3) between any manufacturing and residential or commercial use], between thoroughfares and land uses, and between thoroughfares and off-street parking in order to reduce glare, unsightly views, and noise.

Landscape Material. Materials such as, but not limited to, living trees, shrubs, vines, lawn grasses, ground cover, landscape water features and non-living, durable material commonly used in landscaping, including, but not limited to, rocks, pebbles, sand, decorative walls and fences, earthen mounds, but excluding pavements or surfaces for

GLOSSARY OF TERMS

Native Plant Species. A plant species, other than noxious weeds, that are indigenous to the area and usually do not need human intervention to grow or reproduce.

New Structure. Any structure newly constructed or erected, except for fences, decks, signs, trash enclosures, swimming pools, playground equipment and accessory structures under 250 sq. ft., which requires location on the ground. Additions to, alterations to and/or reconstruction of an existing structure or building shall not be considered a new structure.

Opacity. The required percent of visual screening from adjacent properties in a vertical plane extending from the established grade to a required height.

Service Structures. Equipment or elements providing service to a building or a site including but not limited to loading docks, storage tanks, trash containers or receptacles, electrical transformers, utility vaults which extend above the surface, cooling towers, and heating and cooling units.

Shrub. A perennial plant which has persistent multiple woody stems from a common root and differing from a tree by its low stature and habit of branching from the base.

Substantial Expansion. When an existing structure or vehicular access area is expanded, altered, or enlarged where such expansion, alteration, or enlargement exceeds twenty-five (25) percent of the area of the existing structure or vehicular access area.

Tree. Any self-supporting, woody perennial plant which normally grows to an overall height of at least fifteen (15) feet.

Tree, Deciduous. Trees which normally shed their leaves in the fall.

Tree, Large. Any tree which normally attains a mature height equal to or greater than forty (40) feet.

Tree Lawn. That part of the street right of way not covered by sidewalk, bike path or other paving, lying between the sidewalk and street.

Tree, Major. An existing living tree with a DBH of at least eighteen (18) inches.

Tree, Measurement. The diameter in inches of a tree trunk measured six (6) inches above grade for trees equal to or less than six (6) inches in diameter or measured at DBH for trees larger than six (6) inches in diameter.

Tree, Medium. Any tree which normally attains a mature height greater than twenty-five (25) feet and less than forty (40) feet.

Tree, Small. Any tree which normally attains a mature height greater than fifteen (15) feet and less than twenty-five (25) feet.

Tree, Standard. A tree planted with a trunk caliper (diameter) of at least one and 3/4 (1¾) inches measured 6" above grade.

Vehicle Encroachment. Any protrusion of a vehicle outside of a parking space, display area, storage area, access way, or access aisle into a landscape area.

Vehicular Use Area. Any paved surface area, excepting public rights-of-way, used by any type vehicle, whether moving or at rest for the purpose of (including but not limited to) driving, parking, loading, unloading, or storage.

GLOSSARY OF TERMS

B. Terms Applicable to Wireless Telecommunication Structures

Antenna. Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Antenna Support Structure. Any building or other structure other than a Tower which can be used for location of Wireless Telecommunications Facilities.

Co-location. The use of a wireless telecommunications facility by more than one wireless telecommunications provider.

Engineer, Radio Frequency. An engineer who possesses the additional qualifications of holding a FCC General Radiotelephone Operator License and who has successfully completed training in electromagnetic field theory and antenna theory.

Equipment Shelter. The structure in which the electronic receiving and relay equipment for a Wireless Telecommunications Facility is housed.

FAA. The Federal Aviation Administration and any legally appointed, designated or elected agent or successor.

FCC. The Federal Communications Commission and any legally appointed, designated or elected agent or successor.

Height or Above Ground Level. When with respect to Chapter 1105.13, the distance measured from the finished grade at the base of the tower/structure to the highest point on the tower or other structure, including the base pad and any antenna.

Monopole. A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

Open Space. An area substantially open to the sky which may be on the same lot with a building. The area may include, along with the natural environmental features, water areas, swimming pools and tennis courts,

any other recreational facilities that the Planning Commission deems permissive. Streets, parking areas, structures for habitation and the like shall not be included.

Tower. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, wireless telecommunications towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Towers, Pre-existing and Pre-existing Antennas. Any tower or antenna for which a building permit or special use permit has been properly issued prior to the effective date of this chapter, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.

Viewshed. The area surrounding a Wireless Telecommunications Facility or Antenna Support Structure, within which the Facility or Structure is visible from street level.

Wireless Telecommunications Facilities. Any cables, wires, lines, wave guides, antennas and any other equipment or facilities associated with the transmission or reception of communications as authorized by the FCC which a Person seeks to locate or has installed upon a Tower or Antenna Support Structure. However, the term Wireless Telecommunications Facilities shall not include: (1) Any satellite earth station antenna two meters in diameter or less which are located in an area zoned industrial or commercial; (2) Any satellite earth station antenna one meter or less in diameter, regardless of zoning category; (3) Antennas used by amateur radio operators are excluded from this definition.

REYNOLDSBURG ZONING CODE

REYNOLDSBURG, OH
2023

Proposed Zoning Code Changes since PZB:

Page 4:

- Reordered in Table of Contents (Combined BZBA and PC into (Section 1109.05)

Page 11:

- Planning Commission to Planning and Zoning Board Revision (Per 152-2022)

Page 14:

- ~~Inserted reference to 1105.05.E (References updated section on Decks and Patios)~~

Page 22:

- Updated City Zoning Map with January 2023 Zoning Districts/Colors
- Updated Zoning Legend

Page 33:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 41:

- “Vehicular Car Repair – Light” changed to “Vehicular Care Services – Minor.”
Aligned with use already in glossary definitions.

Page 47:

- Revised Bicycle Facility Requirements

Page 56:

- Removed Vehicular Repair – Heavy and Vehicular Repair – Light
(Not defined in glossary and covered under Vehicular Care Services – Major and Minor)

Page 59:

- Removed “Equipment Repair - Heavy” and “Equipment Repair - Light”
from Permitted Use table.

Page 60:

- Removed “Vehicular Repair – Heavy” and “Vehicular Repair – Light”
from Permitted Use table

- Removed “Overnight Lodging - Hotel” and “Overnight Lodging - Boutique Hotel” from Permitted Use table.

Page 109:

- Removed “Vehicular Repair – Heavy” and “Vehicular Repair – Light”
(Not defined in glossary and covered under Vehicular Care Services – Major and Minor)
- Removed “Equipment Repair - Heavy” and “Equipment Repair - Light”

Page 114:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)
[Several]

Page 118:

- Board of Zoning and Building appeals to Planning and Zoning Board Revision (Per Ordinance 152-2022)
- Accessory Structures: Floodplain Administrator responsibility outlined.

Page 119:

- Service Structures section created
- ~~Deck and Patio Section created~~

Page 120:

- Driveway Standards modified (removed E.ii and E.iii)

Page 125:

- Planning Commission to Planning and Zoning Board Revision
(Per Ordinance 152-2022)

Page 129:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 131:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 132:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 133:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 134:

- Modified chainlink fence provisions in SR zone
- Yard Diagrams added, interior and corner lots

Page 136:

- Rear and Side Yard Fence conditions modified in ORD
- Rear and Side Yard Fence conditions modified in Residential districts

Page 137:

- Rear and Side Yard Fence conditions modified in commercial and mixed use districts
- Rear and Side Yard Fence conditions modified in Innovation district

Page 138:

- Rear and Side Yard Fence are allowed to deviate from property line in Open Space/School Zone.
- Corner Lot Section is created defining primary and secondary front yard.
- Service Fences are defined and allowed without a permit.

Page 139:

- Modified chainlink fence provisions in SR zone

Page 140:

- Replaced “sales” with “events” for more inclusive Supplementary Use categories

Page 141:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 142:

- Allowing more than two events in calendar year by same organization at same site by Planning and Zoning Administrator, Department of Parks and Recreation, and Director of Public Service.

Page 143:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 144:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 145:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 146:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 147:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 152:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 155:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 156:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 157:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 162:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)
- Updated Tables for Administration and Procedures for PZB

Page 163:

- Updated Tables for Administration and Procedures for PZB

Page 164:

- Section Title Change: Planning and Zoning Board
- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)
[Several]

Page 165:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)
- Merged duties of BZBA with PZB Under 1109.05

Page 166:

- Quorum and affirmative votes changed from 3 to 4
- Removed Section of BZBA responsibilities *Relocated to 1109.05*
- Removed Subsection C from Section 11

Page 167:

- Section Title Change: 1109.05 to 1109.07

Page 168:

- Section Title Change: 1109.09 to 1109.11

Page 169:

- Section 1109.11 to 1109.13
- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 170:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]
- Section 1109.15 to 1109.13

Page 171:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 172:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 173:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 174:

- Section Title Change: 1109.17 to 1109.15

Page 175:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 176:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 177:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]

Page 178:

- BZBA to Planning and Zoning Board Revision (Per Ordinance 152-2022)[Several]
- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]
- Section 1109.17.H.iii updated to reflect increased site plan impervious surface modification threshold.

Page 175:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 180:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 181:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 182:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several] Development Plan expanded.

Page 183:

- BZBA changed to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 186:

- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several] Page 187:
- Planning Commission to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 188:

- Planning Commission changed to Planning and Zoning Board (Per Ordinance 152-2022) [Several]

Page 190:

- Planning Commission changed to Planning and Zoning Board Revision (Per Ordinance 152-2022)

Page 196:

- Planning Commission changed to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 199:

- Planning Commission changed to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 200:

- Planning Commission changed to Planning and Zoning Board Revision (Per Ordinance 152-2022) [Several]

Page 207:

- Removed Board of Zoning and Building Appeals Definition from Glossary

Page 208:

- Modified Building Height definition to be in accordance with method from Page 11.

Page 220:

- Modified Food Service – Commissary/Bakery definition modified to include only off premises consumption.

Page 227:

- “Major Tree” definition removed to keep Tree, Major in Landscape glossary. Fixes discrepancy in measurement method.

Page 236:

- “Planning Commission or Commission” definition removed

Page 263:

- Remove error page in document.

MEMO:

As of April 6, 2023, Planning and Zoning Board has reviewed and modified additional changes to the first reading of the Spring 2023 Zoning Code Updates. These changes are now included and annotated in the official list of changes and the Zoning Code document. These changes included the following:

- On page 14, removed proposed change to Section 1101.13.G.vi
- On page 47, defined Bicycle Facility standards.
- On page 60, removed Overnight Lodging-Hotel, Overnight Lodging-Boutique, Vehicle Repair-Heavy, and Vehicle Repair-Light from use table.
- On page 109, removed Equipment Repair-Light, Equipment Repair - Heavy, Vehicular Repair-Heavy, and Vehicular Repair - Light from required parking space table 1105.01A.
- On page 119, remove Section 1105.05.E - Deck and Patio Standards and added Section 1105.05.D, Service Structures.
- On page 134, modified fence standards.
- On page 139, modified fence standards.
- On page 178, Section 1109.17 additional requirements for development plan adjustments related to impervious surface.
- Removal of page 263 - duplicate.

SECTION 1109.15 CONDITIONAL USES

- A. Reviews of applications for conditional uses shall be conducted by the Planning and Zoning Administrator in accordance with the provisions set forth under this section; provided however, if, the Planning and Zoning Administrator determines in his or her professional opinion that an application warrants public review, then the Planning and Zoning Administrator shall forward such application to the BZBA for review. The intent of the procedure for authorizing a conditional use is to set forth the development standards and criteria for locating and developing conditional uses in harmony with the character of the surrounding area, conditions of development and with regard to appropriate laws.
- B. In addition to such standard information regarding the subject property and the applicant, the application for a conditional use shall contain the following:
 - i. description of the zoning district and existing uses of adjacent lots;
 - ii. a statement of the conditional use for which the application is submitted,
 - iii. including a description of the activities proposed on the subject property, the goods and services sold or provided, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will assist the BZBA with understanding the nature of the proposed use and its potential impacts;
 - iv. a plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
 - v. a narrative statement describing the compatibility of the proposed use with the existing uses of adjacent lots and with the Land Use Plan, including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;
 - vi. a narrative addressing each of the applicable criteria set forth in the standards and requirements for all conditional uses set forth below and, as applicable, the supplementary requirements for special uses set forth under the applicable district or zone regulations.
 - vii. Such other information as the BZBA deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations. Such additional information may include, but shall not be limited to:
 - 1. Traffic impact analysis;
 - 2. Storm water impact analysis; and/or
 - 3. Utility impact analysis.
- C. When review of an application for a conditional use permit is forwarded by the Planning and Zoning Administrator to the BZBA, before approving or denying a request for a conditional use, the BZBA shall hold at least one public hearing on the matter. The BZBA shall cause notice of the hearing to be made in accordance with its standard process for providing notice of a hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. Upon reviewing an application for a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, shall consider whether the application provides adequate evidence that the

proposed conditional use is consistent with the following standards:

- i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;
 - ii. The proposed use shall not adversely affect the use of adjacent property;
 - iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
 - vi. The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
 - vii. The proposed use complies with the applicable specific provisions and standards of this Code;
 - viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
- E. After review of the application and any additional information presented by the applicant, the Planning and Zoning Administrator or the BZBA, as applicable, shall take action to:
- i. Approval the conditional use, based upon findings of compliance with the standards and requirements of this Code and subject to conditions to ensure compliance with this Code; or
 - ii. deny the conditional use, upon finding that the application does not comply with the provisions of this Code
- F. In approving a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of this Code, to protect the character of the surrounding properties and neighborhood affected by the proposed use, and to mitigate the special impacts of the use. Such conditions may include, but shall not be limited to:
- i. Locations, setbacks, and configurations of structures and of uses of interior and exterior space;
 - ii. Screening comprised of landscaping, walls, fencing or other materials or construction;
 - iii. Access points and traffic management provisions, including those impacting vehicular and pedestrian access, and the locations and design of parking facilities;
 - iv. Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
 - v. Other features of construction, including but not limited to paving and parking, signs, and landscaping;
 - vi. Hours and method of operation;

ADMINISTRATION AND PROCEDURES

- vii. Maintenance of the site, structures, and landscaping;
 - viii. Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
 - ix. A time limit for operation of the use, if temporary operation is determined to be a typical characteristic of the proposed use or otherwise appropriate given unique circumstances of the proposed use.
- G. Subsequent to approval by the Planning and Zoning Administrator or the BZBA, and compliance with all applicable conditions of such approval and of this Zoning Code, the Planning and Zoning Administrator shall issue a zoning certificate stating the conditional use and all conditions of its approval.
- H. Approval of a conditional use shall be void upon the occurrence of any or all of the following:
 - i. The applicant fails to commence construction of the structure in which the approved conditional use is to be conducted within one (1) year of the date of approval;
 - ii. the applicant fails to commence the operation of the conditional use within six (6) months of the date of the approval, where such use is to be conducted in an existing structure; and/or
 - iii. The conditional use is operated in a manner which violates any condition of the approval.
- I. The Planning and Zoning Administrator shall review all approved conditional use permit applications six (6) months after final action to determine if the approved use is in operation and otherwise in compliance with all conditions of approval. Upon such six (6) month review the Planning Zoning Administrator shall proceed in accordance with the circumstances outlined below:
 - i. If the Planning and Zoning Administrator finds the conditional use to be in operation and in compliance with the conditions of approval, the Planning and Zoning Administrator shall notify the BZBA of such compliance.
 - ii. If the Planning and Zoning Administrator finds that construction has not begun, the Planning and Zoning Administrator shall record that information for an additional six (6) month review, and shall notify the BZBA of such inaction.
 - iii. If the Planning and Zoning Administrator finds a use in an existing structure or building not to be in operation, the permit and zoning certificate shall be deemed revoked and the Planning and Zoning Administrator shall notify the applicant of such revocation as well as the BZBA. Upon such revocation, the applicant shall have the right to appeal that decision of the Planning and Zoning Administrator to the BZBA and request the BZBA allow up to one (1) additional six (6) month period to begin operation following the administrative appeal procedure.
- J. Whenever the Planning and Zoning Administrator determines that a conditional use is being operated in a manner that violates any condition of the use's approved permit, the permit and zoning certificate shall be considered revoked. The Planning and Zoning Administrator shall notify the permit holder as such, who shall immediately discontinue operation of the use:
 - i. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning

Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.

- ii. If this determination is made at any other time, the Planning and Zoning Administrator shall notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator following the normal administrative appeal procedure. Upon appeal, the BZBA shall have the power to uphold the revocation or reapprove the permit.
- K. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
- L. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
- M. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.
- ~~N.~~ Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.

~~N.~~

~~SECTION 1109.17 SIMILAR USE DETERMINATION~~

- ~~C.~~ The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.

~~O.~~

- ~~C.~~ Subsequent to disapproval of an application for a conditional use permit, a period of at least (1) one
- ~~C.~~ year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.

~~P.~~

- ~~E.Q.~~ Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.

- A. When an application for a zoning certificate is submitted for a use which, in the opinion of the Planning Administrator, is not listed as a permitted use or a conditional use in any district, then the Planning Administrator shall refuse to issue a zoning certificate.
- B. When a particular use is not specifically listed in this Zoning Code and it is unclear whether the use is permitted, the provisions established in this Section allow the Planning and Zoning Administrator, by formal action, to determine whether or not a proposed use is similar to a permitted or conditionally permitted use and whether such proposed use may be permitted in a particular Zoning District.
- C. **Approving Authority.** The Planning and Zoning Administrator shall be the designated Approving Authority for Similar Use Determinations.
- D. **Approval Findings.** In determining “similarity,” the Approving Authority shall make all of the following findings:
- i. Such use is not listed in any other zone or district as a permitted use;
 - ii. Such use has characteristics and impacts consistent with those of one (1) or more of the permitted uses in the district; and such use has characteristics and impacts more consistent with those of the permitted uses of the zone or district than with the permitted uses of any other district;
 - iii. The establishment of such use in the zone or district will not significantly alter the nature of the district;
 - iv. Such use does not create dangers to health and safety and does not create offensive noise, vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and
 - v. Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.
- E. A similar use may be heard by the PZB in accordance with the notice provisions applicable to a conditional use if, in the professional opinion of the Planning and Zoning Administrator, such determination warrants review by the adjudicative body.
- F. Based upon the application of the foregoing factors, the PZB shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.25 hereof.
- G. Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.15(J) hereof.
- H. Within fourteen (14) days of the PZB’s denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the PZB shall have waived such right to appeal, and the decision of the PZB shall become final.

ADMINISTRATION AND PROCEDURES

- iii. ~~The establishment of such use in the zone or district will not significantly alter the nature of the district;~~
- iv. ~~Such use does not create dangers to health and safety and does not create offensive noise, vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and~~
- v. ~~Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.~~

F. ~~A similar use shall be heard by the BZBA in accordance with the notice provisions applicable to a conditional use.~~

G. ~~Based upon the application of the foregoing factors, the BZBA shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.25 hereof.~~

H. ~~Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.15(J) hereof.~~

I. ~~Within fourteen (14) days of the BZBA's denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the BZBA shall have waived such right to appeal, and the decision of the BZBA shall become final.~~



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Authorizing the Mayor to Enter into the Northeast Ohio Public Energy Council (NOPEC) and the Execution and Delivery of the Agreement Establishing NOPEC and Approving the Bylaws of NOPEC for an Electric Aggregation Program, and Declaring an Emergency

APPROVALS:

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

take advantage of reduced rates

STAFF REPORT:

BYLAWS
GOVERNING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the “Agreement”) pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council’s business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 and Section 4 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chairman of the Council a written designation of that proxy.

- (A) Officers. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman and Vice-Chairman who each shall be selected pursuant to Section 3 hereof. The Chairman (and in the Chairman’s absence, the Vice-Chairman) shall preside at Assembly meetings.

If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

- (B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.
- (C) Meetings. The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chairman and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

- (1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.
- (2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 8 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.
- (3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 3 hereof.
- (4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

- (A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director.
- (B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located

in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

- (C) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half of the members of the Board shall each serve a two-year term and the other half shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

- (D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.
- (E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

- (F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its members by majority vote of all its members. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one year term by the Board of Directors by a majority vote of its members.
- (1) Chairman. The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. Such duties of the Chairman described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chairman shall cast the tie-breaking vote.
- (2) Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of his duties.
- (3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chairman may request. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.
- (4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:
- (a) contracting with a Member, or

- (b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(G) Powers and Duties of the Board of Directors. The Board of Directors shall have the authority to:

- (1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.
 - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
 - (b) amendments to or modifications of the Agreement and Bylaws,
 - (c) appropriations of the Council,
 - (d) each Member's share of Aggregation Costs or any Additional Program Costs, and
 - (e) disqualification of Members.
- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of

the Council's resources, amend the budget and appropriations of the Council.

- (4) Approve the inclusion of additional Members into the Council.
- (5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.
- (6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

Section 4. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a chairman and vice-chairman, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chairman described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chairman, the Committee vice-chairman shall preside at Committee meetings. The Committee vice-chairman shall succeed to the office of the Committee chairman, should it be vacated before the end of a term, and shall assist the Committee chairman in the discharge of the Committee chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 5. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish

the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 6. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20th) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly the Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly

and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The chairman of each of those bodies shall be the

parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chairman and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

Exhibit A

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:

Ashtabula
Columbiana
Cuyahoga
Erie
Geauga
Huron
Lake
Lorain
Mahoning
Medina
Portage
Richland
Sandusky
Seneca
Stark
Summit
Trumbull

Northwest Ohio Region:

Allen
Auglaize
Defiance
Fulton
Hancock
Hardin
Henry
Lucas
Mercer
Ottawa
Paulding
Putnam
Van Wert
Williams
Wood

Central Ohio Region:

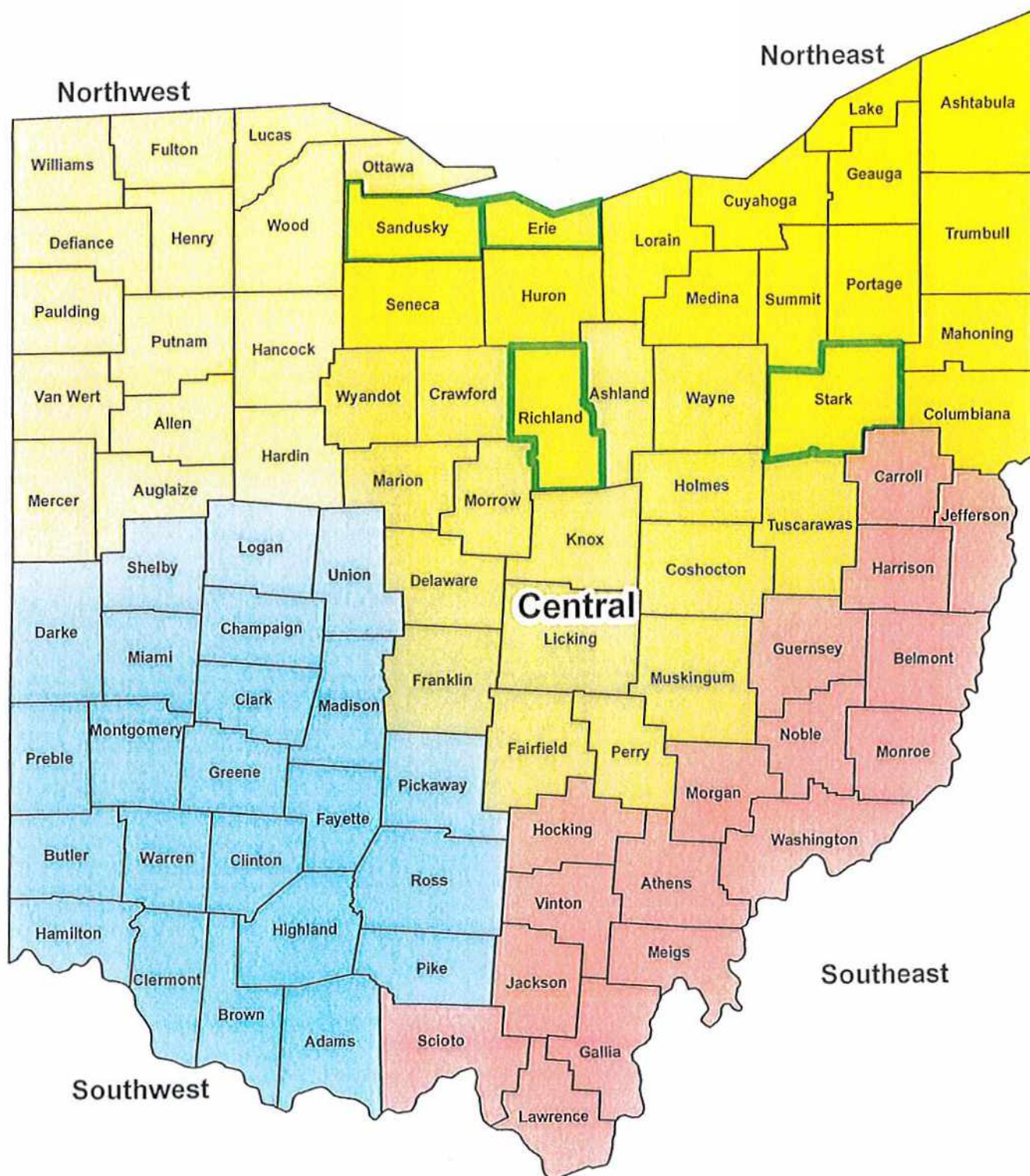
Ashland
Coshocton
Crawford
Delaware
Fairfield
Franklin
Holmes
Knox
Licking
Marion
Morrow
Muskingum
Perry
Tuscarawas
Wayne
Wyandot

Southwest Ohio Region:

Adams
Brown
Butler
Champaign
Clark
Clermont
Clinton
Darke
Fayette
Greene
Hamilton
Highland
Logan
Madison
Miami
Montgomery
Pickaway
Pike
Preble
Ross
Shelby
Union
Warren

Southeast Ohio Region:

Athens
Belmont
Carroll
Gallia
Guernsey
Harrison
Hocking
Jackson
Jefferson
Lawrence
Meigs
Monroe
Morgan
Noble
Scioto
Vinton
Washington





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Approving the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program for the Purpose of Jointly Establishing and Implementing an Electricity Aggregation Program, and Declaring an Emergency

APPROVALS:

EMERGENCY:

financial needs of the city

REASON FOR EMERGENCY:

immediately effective in order to maximize the potential benefit through the Electric Program provided by NOPEC

STAFF REPORT:

Northeast Ohio Public Energy Council

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

For Member Communities

Amended 11/14/17

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Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the “Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its approximately 220 member communities in compliance with Ohio law regarding government aggregation of electric consumers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Plan is to describe the uniform approach to a customer Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent consumer interests in competitive markets for electricity. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility.

Combining consumer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. The Aggregation Program contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities shall have the opportunity to join NOPEC.

Under the Opt-In Aggregation Program, NOPEC offers customers who live in NOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in NOPEC’s Opt-In Aggregation Program can contact the Supplier (defined below) to enroll. Supplier and NOPEC also may contact individuals in NOPEC member communities regarding opt-in opportunities.

NOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. NOPEC also may endorse any competitive retail electric service supplier to offer within NOPEC’s member communities products that are not included in the Aggregation Program (“Endorsement Program”).

The Plan was adopted after public hearings were held in accordance with Section 4928.20(C) of the Ohio Revised Code, and modified in accordance with paragraph 2.5.4.7 of the Plan.

1.0 Overview

1.1 Ohio Law

1.1.1 Senate Bill 3

Ohio law enacted in 1999 allows for competitive purchase of retail power supply. Section 4928.20 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as “government aggregators.” This law allows communities acting as government aggregators to join together and combine their resources for development and implementation of an Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Plan describes the Aggregation Program to be utilized for participating customers in NOPEC communities.

1.1.2 Senate Bill 221

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio’s public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) – incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) – allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility’s standard service offer (“SSO”) would do so at the market price of power;
- R.C. 4928.20(K) – requires the PUCO to insulate governmental aggregations from non-bypassable generation charges and adopt rules that “encourage and promote” large-scale governmental aggregation; and
- R.C. 4928.20(D) – extends the opt-out period for opt-out aggregation programs to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

1.2 Description of the Aggregation Program; Enrollment Program

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for consumers not participating in the Aggregation Program who have no other competitive supplier. The NOPEC Aggregation Program required authorization of communities and their constituents in a public process, and contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. NOPEC also may initiate an Enrollment Program whereby it may endorse any competitive retail electric service supplier to offer within NOPEC’s member communities products that are not included in the Aggregation Program.

The Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the Aggregation Program in a public process as required by law and outlined below in section 1.3. At the regional level, communities wishing to proceed jointly with an Aggregation Program have formed NOPEC as a regional council of government under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Aggregation Program. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

1.3 Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

1.3.1 Local legislative body passes ordinance or resolution authorizing aggregation program for customers;

1.3.2 For opt-out aggregation only, the ordinance or resolution must authorize the local board of elections to submit the question of whether to automatically aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3 For opt-out aggregations only, the ordinance or resolution is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4 Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5 Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation

and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

1.3.6 Hold two public hearings on the initial plan of operation and governance;

1.3.7 Adopt initial plan of operation and governance;

1.3.8 For opt-out aggregation only, notify eligible customers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9 For opt-out aggregation only, any enrolled customer participating in the Aggregation Program will have the opportunity to opt-out of the Program at least every three years, without paying a switching fee; and

1.3.10 For opt-out aggregation only, notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and NOPEC's process for electing not to receive standby service.

1.3.11 For opt-in aggregation only, market, solicit, enroll, and maintain the contracts of customers under the PUCO's rules and electric distribution utilities' tariffs applicable to competitive retail electric service suppliers that do not automatically aggregate.

1.4 Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Aggregation Program retail electric supplier(s) (the "Supplier(s)");

1.4.1 NOPEC development and release of Request for Proposals;

1.4.2 Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.3 NOPEC selection of Supplier(s) and execution of one or more supply contract(s) ("Supply Contract(s)");

1.4.4 For the Opt-Out Aggregation Program only:

1.4.4.1 Acquisition of electronic list of eligible customers in member communities from the distribution utility;

1.4.4.2 Notification of opt-out process undertaken by NOPEC and selected Supplier via U.S. mail and utilizing electronic customer list addresses;

1.4.4.3 Electronic customer list revised by NOPEC Supplier who removes responding opt-out customers from the list;

1.4.4.4 Revised electronic customer list transmitted back to the distribution utility for customer transfer;

1.4.4.5 The distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier;

1.4.5 For the Opt-In Aggregation Program only:

1.4.5.1 Marketing and solicitation of customers within the NOPEC member communities;

1.4.5.2 Customers are enrolled in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff.

1.4.6 Firm all-requirements retail electric supply service initiated to participating customers based on terms and conditions of Supply Contract(s)

1.4.7 NOPEC and legal and technical advisors monitor contract for compliance;

1.4.8 NOPEC acts to protect interests of participating customers in member communities.

2.0 Description of Aggregation Program Goals and Operation

2.1 Aggregation Program Goals

The NOPEC member community goals for the Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide on a non-discriminatory basis an option for aggregation of all customers who qualify under the PUCO's rules and who NOPEC and its Supplier have elected to serve;
- To allow those customers to voluntarily participate in the Aggregation Program;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To improve quality and reliability of service;
- To encourage environmental protection through contract provisions;

- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize local government powers and authorities to achieve these goals.

2.2 Aggregation Program Operations

The Aggregation Program is designed to reduce the amount participating customers pay for electric energy over the duration of the Aggregation Program, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. NOPEC shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company over the duration of the Aggregation Program. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3 Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating customers to cover costs of the program. Such funds will be collected by the Supplier and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Aggregation Program Operations.

2.4 Participation in the Aggregation Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an “eligible customer” constitutes a customer eligible under utility or PUCO rules and which NOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;
- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.4.1 below for details of the notification and opt-out process.) Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21 day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. Participating customers, who choose to opt-out of the Opt-Out Aggregation Program after the initial 21 day period, but prior to the next opt-out opportunity, may be subject to an early termination fee which will be described in the opt-out notification, if applicable; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers.

Customers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and

terms offered for that customer class, or other terms specified under the Supply Contract(s). Such new electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21 day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier and NOPEC may contact customers in NOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier. Supplier, with NOPEC's consent, will determine the terms and conditions of service, as well as the customers' rates, subject to written policies mutually agreed upon by the NOPEC and Supplier. For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff. Participating customers who terminate their Supply Contract(s) prior to its expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Member Communities. New member communities may also join the NOPEC Aggregation Program, under prices and terms contained in an existing Supply Contract(s), however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1 Notification of Opt-Out Aggregation Program Customers

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) separate mailings;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by NOPEC to authorize the Aggregation Program;
- (B) A description of the services offered by the Opt-Out Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price, a variable price, or an introductory price);

- (D) A statement informing customers of their the right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
- (E) A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program;
- (H) Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;
- (J) Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
- (K) If applicable, inform customers whether NOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (*e.g.*, a postcard) to return to NOPEC indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Opt-Out Aggregation Program.

2.4.2 Combination of Electric and Natural Gas Notification

NOPEC may combine natural gas and electric opt-out notifications to eligible customers in NOPEC member communities in one single mailing. Each opt-out notification shall conform to the PUCO's natural gas and electric governmental aggregation rules, and also comply with all applicable provisions of R.C. 4928.20 and R.C. 4929.26.

2.4.3 Activation of Customer Service in a Member Community

Opt-Out Aggregation Program. The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the member community (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Opt-In Aggregation Program. The Supplier shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the Supplier shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

Opt-Out and Opt-In Aggregation Programs. Customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.4 New Individual Customers in an Opt-Out Aggregation Program

Eligible customers who relocate to a NOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

2.4.5 Customer Switching Fee

Initial Switching Fee. The electric distribution utilities currently providing distribution service to NOPEC members under the Aggregation Program have exempted governmental aggregation programs from being charged a switching fee when they initially switch from the SSO to Aggregation Program. If, however, Supplier incurs a switching fee, Supplier shall be responsible for payment of the customer switching fee to the applicable electric distribution utility.

Subsequent Switching Fee. The Supplier may pass through to the customer any fee that the electric distribution utility charges for switching suppliers after the customer's initial switch to the Aggregation Program.

2.4.6 Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows NOPEC to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If NOPEC elects not to receive and pay for standby service from the distribution utility, NOPEC will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

2.4.7 Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. NOPEC will inform Opt-Out Aggregation Program customers through the opt-out notification process, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference, of the potential terms and calculation of any deferral surcharge approved by the PUCO. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty.

2.4.8 Individual Customer Termination of Participation

Termination of Participation in the Opt-Out Aggregation Program. In addition to the opportunity to opt-out of the Opt-Out Aggregation Program prior to start-up of service, an individual customer will be given an opportunity to opt-out at no charge at least every three years after start-up of service. However, an individual Opt-Out Aggregation Program customer who chooses to opt-out after the 21-day opt-out period and before the opportunity to opt-out may be required to pay an early termination fee; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers. Any obligation to pay an early termination fee will be made a part of the customer Supply Contract(s). Opt-Out Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

Termination of Participation in the Opt-In Aggregation Program. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's Supply Contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

2.4.9 Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.4.10 Termination of the NOPEC member Aggregation Program

The NOPEC Aggregation Program may be terminated for participating customers in two ways:

- (1) Upon the termination or expiration of the power Supply Contract(s) for all member communities without any extension, renewal, or subsequent Supply Contract(s) being negotiated; or
- (2) At the decision of an individual member community to cancel its membership in NOPEC.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

2.5 Customer Care

2.5.1 Universal Access

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the NOPEC Aggregation Program, this will mean that all customers within the borders of a member

community, and all new customers in a member community, shall be eligible for service from the contracted Supplier under the terms and conditions of the Supply Contract(s), consistent with the PUCO's rules.

2.5.2 Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the customer bill as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge over the duration of the Aggregation Program. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.5.3 Costs To Customers

Customer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs for any necessary technical or legal assistance for the program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

2.5.4 Consumer Protections

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going consumer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.5.4.1 Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

2.5.4.2 Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract(s), all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.5.4.3 Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract(s).

A. Title: Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating customer at the Point-of-Sale which is the customer side of the meter.

B. Initiation of Supply Service: Energy deliveries pursuant to the Supply Contract(s) will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract(s), or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy

delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that electricity provided under the Supply Contract(s) shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract(s), the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract(s) will help assure that participating customers in NOPEC member communities receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract(s) consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract(s) NOPEC will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies' regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

E. Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list

2.5.4.4 Protection of Customers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for customers to acquire alternative power supply, or for customers to

receive power at default service prices, if the SSO is no longer available. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which, demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with power supply service.

2.5.4.5 Resolution of Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickoc.org. NOPEC's website is www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract(s) and timely resolution of consumer problems.

2.5.4.6 Periodic Reports on Customer Complaints

NOPEC shall act to monitor and enforce consumer protection provisions included in the Supply Contract(s). At the request of NOPEC, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract(s) terms.

2.5.4.7 Modifications to NOPEC's Plan

All material modifications to the NOPEC Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC General Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by NOPEC without further action of the NOPEC members or General Assembly.

2.6 Rights and Responsibilities of Program Participants

2.6.1 Rights

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.6.2 Responsibilities

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.6.2.1 Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3.0 Organizational Structure and Governance of the Aggregation Program

3.1 Description of Organization and Management of Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The Board of Directors of NOPEC oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20 and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

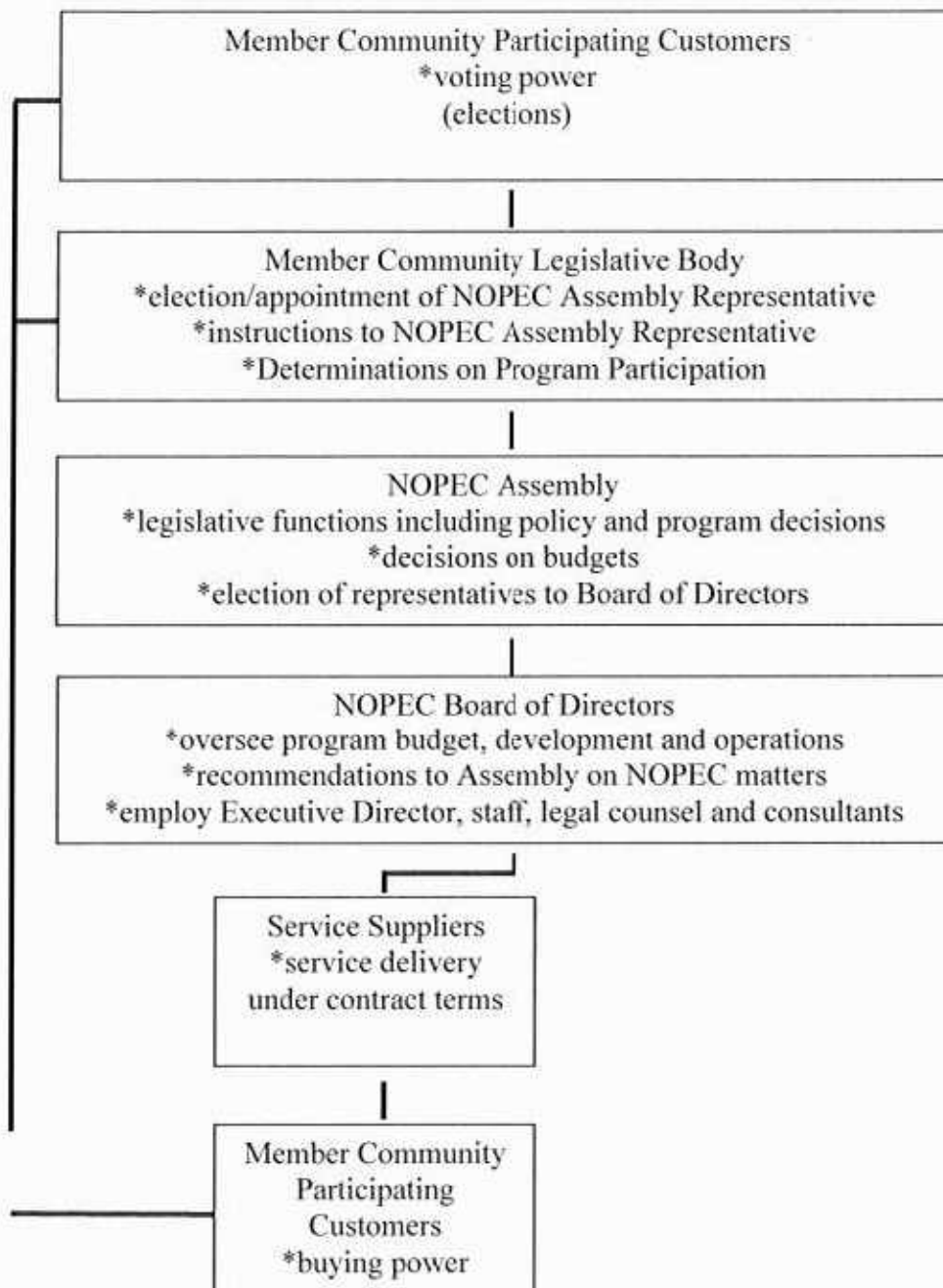
3.2 Outline of Structure

The following chart represents the organizational structure for the NOPEC Aggregation Program as indicated in the organizational chart. The function of each level is described in section 3.3.

NOPEC Member Aggregation Program Organizational Structure

NOPEC Member Aggregation Program

Organizational Structure



3.3 Description of Program Organizational Structure

Member Community Participating Customers

Customers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government aggregation program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Aggregation Program.

Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC, including decisions on policy, budget, and other matters directed to it by the Board of Directors.

NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Executive Director, staff, legal counsel and consultants.

Executive Director and Staff, Legal Counsel and Consultants

Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

Service Supplier(s)

Service suppliers contract with NOPEC to provide firm all-requirements retail electric supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

Member Community Participating Customers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Authorizing the City to Enter into the Northeast Ohio Public Energy Council (NOPEC) Natural Gas Program, and Declaring an Emergency

APPROVALS:

EMERGENCY:

Emergency for the financial needs of the City

REASON FOR EMERGENCY:

The program needs to be implemented quickly in order to take advantage of lower gas rates.

STAFF REPORT:

Northeast Ohio Public Energy Council
NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE
For Member Communities

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its member communities in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Natural Gas Plan is to describe the uniform approach to a customer Natural Gas Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent customer interests in competitive markets for natural gas. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

NOPEC’s Natural Gas Program includes an “opt-out” Natural Gas Aggregation Program (“Opt-Out Program”) and an “opt-in” Natural Gas Aggregation Program (“Opt-In Program”).

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the Opt-Out Program and Opt-In Program, participation is voluntary for each individual customer in a member community. Under the Opt-Out Program, any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter. Under the Opt-In Program, customers may individually enroll in the program by providing their prior consent. New member communities shall have the opportunity to join NOPEC.

The Opt-Out Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) of the Ohio Revised Code. The Opt-In Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.27(B) of the Ohio Revised Code.

1. Overview

1.1. Ohio Law

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. Section 4929.26 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”. The law allows communities

acting as government aggregators to join together and combine their resources for development and implementation of a Natural Gas Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio ("PUCO"). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in NOPEC communities.

1.2. Description of the Natural Gas Aggregation Program

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the "provider of last resort" for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The NOPEC Natural Gas Aggregation Program has an "Opt-Out" Program and an "Opt-In" Program, both of which require authorization of communities and their constituents in a public process. In the Opt-Out Program, all eligible customers will be included in the Natural Gas Aggregation Program unless they choose to "opt-out" as described in section 2.4.1 of this Natural Gas Plan. In the "Opt-In" Program, the customer's prior consent is required and they must "opt-in" to the Opt-In Program.

The Natural Gas Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the opt-out Natural Gas Aggregation Program in a public process as required by law and outlined below in Section 1.3 of the Natural Gas Plan. At the regional level, communities wishing to proceed jointly with a Natural Gas Aggregation Program have formed NOPEC as a regional council of governments under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Natural Gas Aggregation Program. The operations of the Natural Gas Aggregation Program are described in Section 2 of the Natural Gas Plan, and the governance of the program is described in Section 3 of the Natural Gas Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

1.3.1. Local legislative body passes ordinance(s) or resolution(s) authorizing Natural Gas Aggregation Program for customers;

1.3.2. For the Opt-Out Program, the ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. For the Opt-Out Program, the ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt plan of operation and governance;

1.3.8. For the Opt-Out Program, notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. For the Opt-Out Program, any enrolled customer participating in the Opt-Out Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

1.3.10. Customers may individually enroll in the Opt-In Program by providing their prior consent.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Natural Gas Aggregation Program supplier(s) (the "Supplier(s)"):

1.4.1. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.2. NOPEC selection of Supplier(s) and execution of Supply Contract(s);

1.4.3. For the Opt-Out Program, acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

1.4.4. For the Opt-Out Program, notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.5. For the Opt-Out Program, electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;

1.4.6. For the Opt-Out Program, revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

1.4.7. For the Opt-Out Program, the natural gas distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);

1.4.8. Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

1.4.9. NOPEC and legal and technical advisors monitor contract for compliance;

1.4.10. NOPEC acts to protect interests of participating customers in member communities.

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

The NOPEC member community goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out of the Opt-Out Program or not enroll in the Opt-In Program;
- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To improve quality and reliability of service;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;

- To utilize local government powers and authorities to achieve these goals.

2.2. Natural Gas Aggregation Program Operations

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. NOPEC shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3. Natural Gas Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing oversight for the Natural Gas Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate per mcf (or ccf) NOPEC administrative fee, depending on the unit that is used by the gas distribution company that serves the customer, to cover costs of the Natural Gas Aggregation Program. Such funds will be collected by the Supplier(s) and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Natural Gas Aggregation Program operations.

2.4. Consumer Participation in the Opt-Out Program

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Rule 4901:1-28-01 of the Ohio Administrative Code. Persons ineligible for opt-out governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-out aggregation; and

- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

For the Opt-Out Program, eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. For the Opt-Out Program, such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1. Notification of Consumers

For the Opt-Out Program, prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

For the Opt-Out Program, prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that NOPEC took to authorize the Natural Gas Aggregation Plan.

- 2) A description of the services that NOPEC will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that NOPEC will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of credit and/or deposit requirements, if any.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and
- 11) A consumer-friendly form to check off sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the Opt-Out Program.

2.4.2. Activation of Customer Service in a Member Community

For the Opt-Out Program, the process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers in the member community; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

For the Opt-Out Program, eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.3. New Individual Customers

For the Opt-Out Program, eligible customers who relocate to a NOPEC member community shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

2.4.3.1. Eligible customers who relocate within NOPEC and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

2.4.3.2. An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

2.4.4. Customer Switching Fee

For the Opt-Out Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.4.5. Individual Customer Termination of Participation

For the Opt-Out Program, in addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

2.5. Consumer Participation in the Opt-In Program

An “eligible customer” shall be a customer that is eligible to participate in the Opt-In Program in accordance with R.C. 4929.27 of the Ohio Administrative Code. Persons ineligible for opt-in governmental aggregation include:

- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-in aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

In obtaining customers’ prior consent to join the Opt-In Program, NOPEC will follow the PUCO’s then-applicable rules for marketing, soliciting, and enrolling individual customers to service contracts that comply with the rules for contract disclosure.

2.5.1 Customer Switching Fee

For the Opt-In Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.5.2 Individual Customer Termination of Participation

For the Opt-In Program, consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to leave the Opt-In Program prior to its expiration date may be required to pay an exit fee.

2.6. New Member Communities

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.7. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

The NOPEC Natural Gas Aggregation Program may be terminated for participating customers in two ways:

- 1) Upon the termination or expiration of the natural gas supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of an individual member community to withdraw from its membership in NOPEC.

In any event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

2.9. Customer Care

2.9.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the NOPEC Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new eligible customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.9.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge”. The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.9.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to NOPEC. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

2.9.4. Consumer Protections

Regarding all issues of customer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.9.4.1. Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

2.9.4.2. Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

The following customer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

B. Initiation of Supply Service: Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in NOPEC member communities receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for

ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, NOPEC will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E: Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U S mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

2.9.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Customers may also visit NOPEC's web site at www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with customer protection provisions in the Supply Contract and timely resolution of customer problems.

2.9.4.6. Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of NOPEC, the selected Supplier(s) shall provide a periodic

summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.9.4.7. Modifications to NOPEC's Plan

All material modifications to this Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made by NOPEC without further action by the Assembly or Board of Directors.

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.10.2. Responsibilities

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.10.2.1. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3. Organizational Structure and Governance of the Natural Gas Aggregation Program

3.1. Description of Organization and Management of Natural Gas Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Natural Gas Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms to undertake service acquisition.

NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators..

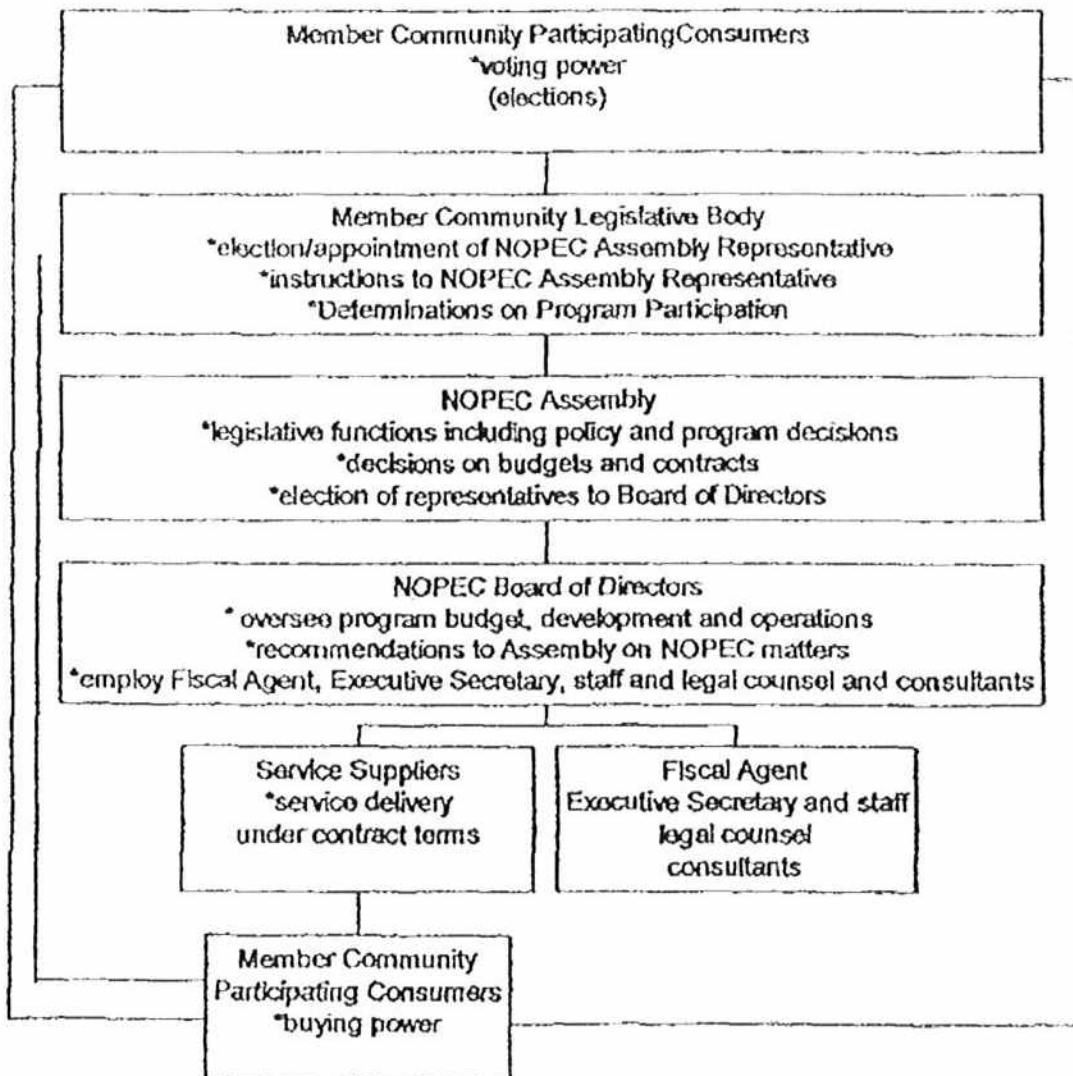
The Board of Directors of NOPEC oversees the implementation and operation of the Natural Gas Aggregation Program consistent with the provisions of the Ohio Revised Code and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2. Outline of Structure

The following chart represents the organizational structure for the NOPEC Natural Gas Aggregation Program as indicated in the organizational chart. The function of each level is described below.

NOPEC Member Natural Gas Aggregation Program

Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government Natural Gas Aggregation Program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Natural Gas Aggregation Program.

3.5. Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

3.6. NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC including decisions on policy, budget, and other matters directed to it by the Board of Directors.

3.7. NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Natural Gas Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Fiscal Agent, Executive Secretary, staff, legal counsel and consultants.

3.8. Fiscal Agent, Executive Director and Staff, Legal Counsel and Consultants

The Fiscal Agent, Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide retail natural gas supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

3.10. Member Community Participating Consumers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and customer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Approving the Plan of Operation and Governance for the NOPEC Natural Gas Aggregation Program for the Purpose of Jointly Establishing and Implementing a Gas Aggregation Program as a NOPEC Member, and Declaring an Emergency

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: Clerk of Court Report

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: Clerk of Court Report - January

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on, 1/5, 1/12, 1/19 and 1/26/23. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/OLF Releases/Bond Forfeitures Order In (#110.4512) \$ 7,745.00

Court Costs & Misc. Costs Assessed (#110.4510) \$ 10,891.00

Sub-Total (To General Revenue Fund) \$ 18,636.00

Computerization Needs Fund (#211.4510) \$ 1,374.00

Enforcement & Education Fund (#293.4616) \$ 0.00

Sub-Total \$ 1,374.00

Total Amount Submitted \$ 20,010.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: Clerk of Court Report - February

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on, 2/2, 2/9, 2/16 and 2/23/23. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/OLF Releases/Bond Forfeitures Order In (#110.4512) \$ 6,840.00

Court Costs & Misc. Costs Assessed (#110.4510) \$ 11,079.00

Sub-Total (To General Revenue Fund) \$ 17,919.00

Computerization Needs Fund (#211.4510) \$ 1,280.00

Enforcement & Education Fund (#293.4616) \$ 0.00

Sub-Total \$ 1,280.00

Total Amount Submitted \$ 19,199.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: Clerk of Court Report - April

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on, 4/6, 4/13, 4/20, and 4/27/23. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/OLF Releases/Bond Forfeitures Order In	(#110.4512)
\$ 5,670.00	

Court Costs & Misc. Costs Assessed	(#110.4510)
\$ 9,174.00	

Sub-Total (To General Revenue Fund)

\$ 14,844.00

Computerization Needs Fund	(#211.4510)
----------------------------	-------------

\$ 1,190.00

Enforcement & Education Fund	(#293.4616)
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\$ 0.00

Sub-Total

\$ 1,190.00

Total Amount Submitted

\$ 16,034.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: Liquor Permit

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: J Nepal LLC

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

NOTICE TO LEGISLATIVE
AUTHORITY

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

4179390		N		TO	
PERMIT NUMBER		TYPE		J NEPAL LLC DBA CURRY & KABAB 6758 E MAIN ST REYNOLDSBURG OH 43068	
ISSUE DATE					
04 13 2023					
FILING DATE					
D1					
PERMIT CLASSES					
25	220	B	D74819	FROM 04/17/2023	
TAX DISTRICT			RECEIPT NO.		

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.



MAILED 04/17/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

05/18/2023

IMPORTANT NOTICE

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

B N 4179390

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068



Department of Commerce

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 - 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Authorizing the Mayor to Purchase a Ford Pick-Up Truck for the Reynoldsburg Parks and Recreation Department, Waive Competitive Bidding, Appropriate Funds, and Declare an Emergency

APPROVALS:

EMERGENCY:

Request emergency passage on the 3rd Reading

REASON FOR EMERGENCY:

Emergency passage is necessary to be placed on the July order list with vendor.

STAFF REPORT:

An Ordinance Authorizing the Mayor to Purchase a Ford Pick-Up Truck from Byers Chevrolet/Ford/Chrysler/Dodge/Jeep/Ram, 5887 N. Meadows Dr., Grove City OH 43123; price not to exceed \$35,000, waive competitive bidding, appropriate funds and pass as an emergency on the 3rd reading.

Requesting \$35,000.00 be appropriated from the unappropriated General Fund into account number 110.340.5362, Motor Vehicles.

That pursuant to RCO section 175.01(g), the purchase shall be made through the Columbus contract #RFQ015892; therefore, waiving competitive bidding by the City

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

00000000000000000000

CNGP530

VEHICLE ORDER CONFIRMATION

09/21/22 12:11:27

==>

Dealer: F47065

Page: 1 of 1

2023 MAVERICK

Order No: 0000 Priority: L5 Ord FIN: QC317 Order Type: 5B Price Level: 315

Ord Code: 100A Cust/Flt Name: REYNOLDSBURG PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W8F	MAVERICK AWD	\$22195	\$21751.00	425	50 STATE EMISS	NC	NC
	.121.0" WB			76B	REAR PK SENSOR	260	242.00
YZ	OXFORD WH			942	DAYTIME RUN LAM	45	42.00
9	CLOTH			153	FRT LICENSE BKT	NC	NC
W	EBONY				SP DLR ACCT ADJ		(508.00)
100A	EQUIP GRP	2220	2064.00		SP FLT ACCT CR		(699.00)
	.XL TRIM				FUEL CHARGE		8.88
999	.2.0L ECOBOOST	NC	NC	B4A	NET INV FLT OPT	NC	7.00
448	.8-SPD AUTO TRAN	NC	NC		DEST AND DELIV	1495	1495.00
51D	FULL SIZE SPARE	115	107.00	TOTAL	BASE AND OPTIONS	26905	24759.88
52H	REAR US BINS	NC	NC	TOTAL		26905	24759.88
60B	TRAILER HITCH	100	93.00				
96G	BEDLINER-SPRAY	495	460.00		AGREEMENT		459.00
	FLEET SPCL ADJ	NC	(285.00)		CONCESSION		<100.00>
19W	4G WIFI REMOVAL	(20)	(18.00)				
F1=Help	F2=Return to Order						
F4=Submit	F5=Add to Library						
S099 - PRESS F4 TO SUBMIT					TOTAL:		\$25,118.00



Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.0L EcoBoost (STD)
Transmission: 8-Speed Automatic (STD)
3.63 Axle Ratio (STD)
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Automatic Full-Time All-Wheel
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
Regenerative 190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
1500# Maximum Payload
GVWR: 5,205 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
16.5 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Sparkle Silver Steel
Tires: P225/65R17 A/S BSW (STD)
Regular Box Style
Wheels w/Hub Covers
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17515. Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet]

Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights
Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
Streaming Audio
Integrated Roof Antenna
2 LCD Monitors In The Front

Interior

Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access

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Data Version: 17515, Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet]

Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Interior

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Driver Foot Rest

Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Front Cloth Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front Floor Mats

Pickup Cargo Box Lights

Smart Device Integration

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Appearance

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Data Version: 17515, Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Interior

Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 17515. Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Maverick (W8F) XL AWD SuperCrew

MSRP:\$20,995.00

Interior:Black Onyx/Dark Slate, Front Cloth Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.0L EcoBoost

Transmission: 8-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W8F	[Fleet] 2022 Ford Maverick (W8F) XL AWD SuperCrew	\$20,995.00
OPTIONS		
100A	Equipment Group 100A Standard	\$2,655.00
153	Front License Plate Bracket	\$0.00
19W	4G LTE Wi-Fi Hotspot Removal	(\$20.00)
448	Transmission: 8-Speed Automatic	\$0.00
51D	Full Size Spare Tire	\$115.00
60B	Trailer Hitch Receiver w/4-Pin Connector	\$100.00
76B	Rear Parking Sensors	\$260.00
942	Daytime Running Lamps (Non-Configurable)	\$45.00
96G	Spray-In Bedliner	\$495.00
999	Engine: 2.0L EcoBoost	\$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
—	3.63 Axle Ratio	\$0.00
—	Tires: P225/65R17 A/S BSW	\$0.00

SUBTOTAL	\$24,645.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$26,140.00

FUEL ECONOMY

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Data Version: 17515. Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (Complete)

Est City:22 MPG

Est Highway:29 MPG

Est Highway Cruising Range:478.50 mi

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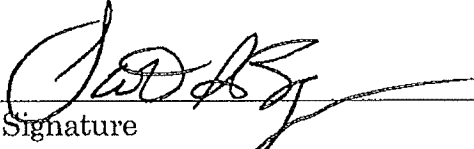
CONTRACT: FIRM OFFER FOR SALE

In consideration of one (1) dollar received by **George Byers Sons Inc.**, "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until **June 30, 2023** to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (RFQ**015892**), Information to Bidders, Contract: Firm Offer for Sale and specifications set forth in RFQ**015892**, all of which are incorporated and agreed to by both parties as if fully rewritten herein. Buyer may exercise this option without limitation to the number of times or quantity purchase(s) provided that the total purchase(s) do not exceed twice the estimated quantity or dollar amount set forth in the proposal.

Should the City exercise its option, the contractor agrees with the City of Columbus to furnish and deliver, at their own cost and expense, all the equipment, machinery and supplies set forth in **Item(s) No. Items# 1-51; 63-92; 94-101 and catalog** in the proposal filed by the Contractor with the Buyer's Purchasing Office on **July 16, 2020** in response to advertisement of bids for **Light Duty Trucks**, RFQ**015892**, according to specifications and plans therefore, thereto attached and for the prices set forth in said proposal.

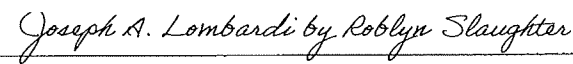
IN WITNESS WHEREOF, the contractor and the City of Columbus have hereunto set their hands on this 5th day of August , 20 20.

George Byers Sons Inc.



Signature

City of Columbus, Ohio
Purchasing Office



Finance & Management Director as authorized by

Ordinance No. 1761-2020
Passed July 30, 2020



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: A Resolution Authorizing the Mayor to Purchase a Ford Pick-up Truck for the Reynoldsburg Parks and Recreation Department and Waive Competitive Bidding

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Purchase a Ford Pick-Up Truck from Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram, 5887 N. Meadows Dr., Grove City OH 43123; price not to exceed \$35,000 and waive competitive bidding.

These funds were approved as part of the 2023 budget and are appropriated into account number 110.340.5632

That pursuant to RCO section 175.01(g), the purchase shall be made through the Columbus contract #RFQ015892; therefore, waiving competitive bidding by the City

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City

00000000000000000000

CNGP530

VEHICLE ORDER CONFIRMATION

09/21/22 12:11:27

==>

Dealer: F47065

Page: 1 of 1

2023 MAVERICK

Order No: 0000 Priority: L5 Ord FIN: QC317 Order Type: 5B Price Level: 315

Ord Code: 100A Cust/Flt Name: REYNOLDSBURG PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W8F	MAVERICK AWD	\$22195	\$21751.00	425	50 STATE EMISS	NC	NC
	.121.0" WB			76B	REAR PK SENSOR	260	242.00
YZ	OXFORD WH			942	DAYTIME RUN LAM	45	42.00
9	CLOTH			153	FRT LICENSE BKT	NC	NC
W	EBONY				SP DLR ACCT ADJ		(508.00)
100A	EQUIP GRP	2220	2064.00		SP FLT ACCT CR		(699.00)
	.XL TRIM				FUEL CHARGE		8.88
999	.2.0L ECOBOOST	NC	NC	B4A	NET INV FLT OPT	NC	7.00
448	.8-SPD AUTO TRAN	NC	NC		DEST AND DELIV	1495	1495.00
51D	FULL SIZE SPARE	115	107.00	TOTAL	BASE AND OPTIONS	26905	24759.88
52H	REAR US BINS	NC	NC	TOTAL		26905	24759.88
60B	TRAILER HITCH	100	93.00				
96G	BEDLINER-SPRAY	495	460.00				
	FLEET SPCL ADJ	NC	(285.00)		AGREEMENT		459.00
19W	4G WIFI REMOVAL	(20)	(18.00)		CONCESSION		<100.00>
F1=Help							
F4=Submit	F5=Add to Library						
S099 - PRESS F4 TO SUBMIT							
					TOTAL:		\$25,118.00



Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.0L EcoBoost (STD)
Transmission: 8-Speed Automatic (STD)
3.63 Axle Ratio (STD)
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Automatic Full-Time All-Wheel
70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection
Regenerative 190 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
1500# Maximum Payload
GVWR: 5,205 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
16.5 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Sparkle Silver Steel
Tires: P225/65R17 A/S BSW (STD)
Regular Box Style
Wheels w/Hub Covers
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

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Vehicle: [Fleet]

Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights
Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
Streaming Audio
Integrated Roof Antenna
2 LCD Monitors In The Front

Interior

Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access

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Vehicle: [Fleet]

Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Interior

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Glove Box

Driver Foot Rest

Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Front Cloth Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front Floor Mats

Pickup Cargo Box Lights

Smart Device Integration

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Appearance

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Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Interior

Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Maverick (W8F) XL AWD SuperCrew

MSRP:\$20,995.00

Interior:Black Onyx/Dark Slate, Front Cloth Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.0L EcoBoost

Transmission: 8-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W8F	[Fleet] 2022 Ford Maverick (W8F) XL AWD SuperCrew	\$20,995.00
OPTIONS		
100A	Equipment Group 100A Standard	\$2,655.00
153	Front License Plate Bracket	\$0.00
19W	4G LTE Wi-Fi Hotspot Removal	(\$20.00)
448	Transmission: 8-Speed Automatic	\$0.00
51D	Full Size Spare Tire	\$115.00
60B	Trailer Hitch Receiver w/4-Pin Connector	\$100.00
76B	Rear Parking Sensors	\$260.00
942	Daytime Running Lamps (Non-Configurable)	\$45.00
96G	Spray-In Bedliner	\$495.00
999	Engine: 2.0L EcoBoost	\$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
—	3.63 Axle Ratio	\$0.00
—	Tires: P225/65R17 A/S BSW	\$0.00

SUBTOTAL	\$24,645.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$26,140.00

FUEL ECONOMY

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Vehicle: [Fleet] Ford Maverick (W8F) XL AWD SuperCrew (Complete)

Est City:22 MPG

Est Highway:29 MPG

Est Highway Cruising Range:478.50 mi

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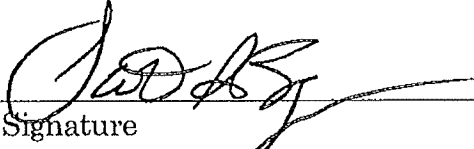
CONTRACT: FIRM OFFER FOR SALE

In consideration of one (1) dollar received by **George Byers Sons Inc.**, "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until **June 30, 2023** to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (RFQ**015892**), Information to Bidders, Contract: Firm Offer for Sale and specifications set forth in RFQ**015892**, all of which are incorporated and agreed to by both parties as if fully rewritten herein. Buyer may exercise this option without limitation to the number of times or quantity purchase(s) provided that the total purchase(s) do not exceed twice the estimated quantity or dollar amount set forth in the proposal.

Should the City exercise its option, the contractor agrees with the City of Columbus to furnish and deliver, at their own cost and expense, all the equipment, machinery and supplies set forth in **Item(s) No. Items# 1-51; 63-92; 94-101 and catalog** in the proposal filed by the Contractor with the Buyer's Purchasing Office on **July 16, 2020** in response to advertisement of bids for **Light Duty Trucks**, RFQ**015892**, according to specifications and plans therefore, thereto attached and for the prices set forth in said proposal.

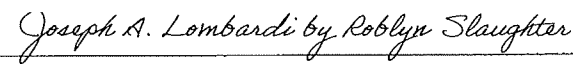
IN WITNESS WHEREOF, the contractor and the City of Columbus have hereunto set their hands on this 5th day of August , 20 20.

George Byers Sons Inc.



Signature

City of Columbus, Ohio
Purchasing Office



Finance & Management Director as authorized by

Ordinance No. 1761-2020
Passed July 30, 2020

549.07 UNDERAGE ~~PURCHASE-POSSESSION~~ OF FIREARM.

- (A) No person under eighteen (18) years of age shall purchase, ~~or attempt to purchase,~~ own, possess, receive, or have on or about her or his person, a firearm.
- (B) No person under twenty-one (21) years of age shall purchase, ~~or attempt to purchase,~~ own, possess, receive, or have on or about her or his person, a handgun; provided, that this division does not apply to ~~the purchase or attempted purchase of a handgun by any~~ a person 18 years of age or older and under twenty-one (21) years of age if either of the following applies:
 - (1) The person is a law enforcement officer and has received firearms training approved by the Ohio Peace Officer Training Council or equivalent firearms training.
 - (2) The person is an active or reserve member of the armed services of the United States or the Ohio National Guard, or was honorably discharged from military service in the active or reserve armed services of the United States or the Ohio National Guard, and the person has received firearms training from the armed services or the national guard or equivalent firearms training.
- (C) Whoever violates division (a) of this section is guilty of underage possession of a firearm, a delinquent act that would be a felony to be prosecuted under appropriate State law if it could be committed by an adult. Whoever violates division (b) of this section is guilty of underage possession ~~of a handgun,~~ a misdemeanor of the second degree.
- (D) This section does not apply to anyone who possesses a firearm for lawful hunting, sporting, or educational purposes, including, but not limited to, instruction in firearms or handgun safety, care, handling, or marksmanship under the supervision or control of a responsible adult.

Commented [RG1]: possession

549.09 NEGLIGENT STORAGE OF A FIREARM

- (A) No person shall negligently store or leave a firearm in a manner or location in the person's residence where the person knows or reasonably should know a minor is able to gain access to the firearm.
- (B) Affirmative Defenses
 - (1) This section does not apply to a person who stores or leaves a firearm in the person's residence if the firearm is maintained and secured in safe storage.
 - (2) This section does not apply to a person who stores or leaves a firearm in the person's residence if a minor gains access to the firearm as a result of any other person's unlawful entry into the person's residence.
 - (3) This section does not apply to any person who has furnished a firearm to a minor for lawful hunting, sporting, or educational purposes, including, but not limited to,

instruction in firearms or handgun safety, care, handling, or marksmanship under the supervision or control of a responsible adult.

- (C) Whoever violates this section is guilty of criminally negligent storage of a firearm. Except as provided in divisions (C)(1), (C)(2), or (C)(3) of this section, criminally negligent storage of a firearm is a misdemeanor of the fourth degree.
 - (1) If a minor gains access to a firearm as the result of a violation of this section, except as provided in division (C)(2) of this section, a violation of this section is a misdemeanor of the third degree.
 - (2) If a minor is found to possess or have on or about his person a firearm onto or into a school safety zone, as the result of a violation of this section, except as provided in (C)(3), a violation of this section is a misdemeanor of the first degree. The minimum mandatory penalty for a violation of this division shall be a fine of five-hundred dollars (\$500.00) and a jail sentence of thirty (30) days.

“School safety zone” shall have the same meaning as defined by Ohio Revised Code Section 2901.01(C)(1),
 - (3) If a minor gains access to a firearm as a result of a violation of this section and uses the firearm to cause serious physical injury or death to any person, including the minor, other than in self-defense, a violation of this section is an unclassified misdemeanor. The minimum mandatory penalty for a violation of this division shall be one-hundred and eighty (180) days in jail.
- (D) Any instrumentality that has been used in a violation of this section shall be seized and is subject to forfeiture pursuant to Chapter 2981 of the Ohio Revised Code.
- (E) For purposes of this section, “minor” means any person less than eighteen (18) years of age.
- (F) For purposes of this section, “safe storage” means any of the following:
 - (1) The person is carrying the firearm on the person’s person and/or has placed the firearm in a location that is under the person’s immediate control.
 - (2) A locked safe, gun safe, gun case, lock box, or other device that is designed to be or can be used to store a firearm and that may be unlocked only by means of a key, a combination, or other similar means.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Authorizing an Appropriation from the General Fund to the Sidewalk Construction Fund, and Declaring an Emergency

APPROVALS:

Joe Begney
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

for the financial needs of the City

REASON FOR EMERGENCY:

In order to approval the contract award for the 2023 City sidewalk maintenance program, additional funds need to be transferred to cover the cost. These funds will be replenished as the assessment fees are collected from the property owners.

STAFF REPORT:

Statement of necessity: Transfer of funds to allow the City to complete the annual Sidewalk Maintenance Program (2023). This legislation is being passed as a one-read emergency in order to coincide with the approval of the 2023 sidewalk construction/maintenance program



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance Authorizing the Mayor to Appropriate Additional Funds for Ohio Department of Transportation (ODOT) to Resurface State Route 256, and Declaring an Emergency

APPROVALS:

Joe Begney
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

financial needs of the City

REASON FOR EMERGENCY:

ODOT needs funds in order for the project to begin

STAFF REPORT:

Statement of necessity: To allow for architectural and engineering services to begin on the design of a Joint City of Reynoldsburg Public Service/Parks and Recreation Facility. ODOT's bids came in higher and they need additional funding from the City for our portion of the project cost.

Ohio Department of Transportation
ACCOUNT RECEIVABLE

Make check payable to: Treasurer of State

Mail to: **Scott Newhouse**

Section Manager, Funding and Economics

Ohio Department of Transportation

Office of Contract Sales & Estimating - #4110

1980 West Broad Street, 4th Floor

Columbus, Ohio 43223

PID No.

106264

Invoice No.

11600A

To: **City of Reynoldsburg**
7232 E. Main Steet
Reynoldsburg, Ohio
43068

Federal Project No. E190760
Franklin County
City of Reynoldsburg
S.R. 256

PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Contract	Amount
Contract amount.	\$21,385.16	
ODOT Engineering.	\$ 1,494.84	
This invoice is predicated upon a cooperative Contract by and between the City and the State of Ohio and is a result of the low bid received for the project		
Total adjusted amount		\$144,270.00
Less a check for Invoice No. 11600 in the amount of.		\$121,390.00
Total additional amount presently due the State of Ohio from the City.	\$22,880.00	
Total additional amount due		\$22,880.00

Ohio Department of Transportation

By: _____
Administrator, Office of Contract
Sales & Estimating



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: A Resolution to Authorize the Purchase of Furniture for Various Departments Within City Hall, Appropriate Funds Therefor, and Waive Competitive Bidding

APPROVALS:

Joe Begney
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



Proposal and Deposit Invoice

Workspace Ohio LLC DBA: Dupler
Office
330 W. Spring St.
Suite 150
Columbus, OH 43215
Phone: (614) 227-5640
Fax: (614) 227-5646
Web: www.dupleroffice.com



Order Number	24048232
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7855
Project Name	City of Reynoldsburg OH
Terms	NET 30 DAYS
Page	1 of 5

T City of Reynoldsburg OH
O 7232 E. Main St
Reynoldsburg, OH 43068

ATTN: William Dorman

S City of Reynoldsburg OH
H 7232 E. Main St
I Reynoldsburg, OH 43068
P

T ATTN: Willian Dorman
O Phone: 6143226800
Email: wdorman@reynoldsburg.gov

Prepared for : Willian Dorman

Group	Quantity	Description	Unit Price	Extended Amount
01	1.0	01 108A	23,482.68	23,482.68

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	HON CO HSISLAUTNPB7218S2--\$(L1STD)-.LFW1-.FW Islds Top 18Dx72W Span 2 \$(L1STD):Grd L1 Standard Laminate .LFW1:Florence Walnut .FW:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 72/18-S2	240.76	240.76
2	1.00 Each	HON CO HSISLAUT2PYB7236S2--\$(L1STD)-.LFW1-.FW Islds Top 36Dx72W 2 End Pnls+Back Span 2 \$(L1STD):Grd L1 Standard Laminate .LFW1:Florence Walnut .FW:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 75/36-S2	505.44	505.44
3	2.00 Each	HON CO HSISLAFEYB3642--\$(L1STD)-.LFW1 Islds End Pnl Flagship HT 42Hx36W Septum \$(L1STD):Grd L1 Standard Laminate .LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: FEP	253.24	506.48
4	1.00 Each	HON CO HSISLAFB2P7242S2--\$(L1STD)-.LFW1 Islds Septum/Back Flgsp H 42Hx72W 2 E Pnls Span 2 \$(L1STD):Grd L1 Standard Laminate	312.00	312.00



Proposal and Deposit Invoice

Workspace Ohio LLC DBA: Dupler
Office
330 W. Spring St.
Suite 150
Columbus, OH 43215
Phone: (614) 227-5640
Fax: (614) 227-5646
Web: www.dupleroffice.com



Order Number	24048232
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7855
Project Name	City of Reynoldsburg OH
Terms	NET 30 DAYS
Page	2 of 5

		.LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: S/B 72/39-S2		
5	1.00 Each	HON CO HLSLZ5SC72--.P 60"W External Stiffener .P:Black Mark Line For: Tag TG: 108A Tag GC: 60	79.04	79.04
6	14.00 Each	HON CO HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Mark Line For: Tag TG: 108A Tag GC: PULL	41.08	575.12
7	2.00 Each	HON CO HFSC183664W--\$(P2)-.PR3 Flagship Bookcase 5-shelf 36"W x 18"D x 64-1/4"H \$(P2):P2 Paint Opt .PR3:Gunmetal Metallic Mark Line For: Tag TG: 108A Tag GC: 36/5	911.56	1,823.12
8	2.00 Each	HON CO HFSC183640W--\$(P2)-.PR3 Flagship Bookcase 3-shelf 36"W x 18"D x 39-1/8"H \$(P2):P2 Paint Opt .PR3:Gunmetal Metallic Mark Line For: Tag TG: 108A Tag GC: 36/3	627.64	1,255.28
9	7.00 Each	HON CO HCAT1MM--.Y1-.A-.H-.M-\$(1)-.ACCF-10-.AL-.SB-.T HON Mesh Mid-Back Task Chair .Y1:SimpleSynchro-Tilt w/SeatSlide .A:Height and WidthAdjustable Arm .H:Hard Casters .M:Black Mesh Back \$(1):Gr 1 UPH .ACCF:Accelerate Fabric 10:Black Fabric .AL:Adjustable Lumbar .SB:Standard Base .T:Black Frame Color Mark Line For: Tag TG: 108A Tag GC: HCAT1MM	279.76	1,958.32
10	2.00 Each	HON CO H9183R--.X-\$(P2)-.PR3	1,000.48	2,000.96



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Order Number	24048232
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
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Project Number	7855
Project Name	City of Reynoldsburg OH
Terms	NET 30 DAYS
Page	3 of 5

		Flagship 36W 3-Drw "R" Pull Lateral 36W 39-1/8H 18D .X:Omt Core to Order Key Alike \$(P2):P2 Paint Opts .PR3:Gunmetal Metallic Mark Line For: Tag TG: 108A Tag GC: 18x36x39		
11	1.00 Each	HON CO H90056--\$(A)-LN-30 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure \$(A):Gr A Fab .LN:Landscape 30:Urban Mark Line For: Tag TG: 108A Tag GC: TB(72)	210.60	210.60
12	6.00 Each	HON CO H90054--\$(A)-LN-30 10500 Series Tckbd for 60"W Stack on Strg Bck Enclosure \$(A):Gr A Fab .LN:Landscape 30:Urban Mark Line For: Tag TG: 108A Tag GC: TB(60)	176.28	1,057.68
13	7.00 Each	HON CO H1522--\$(L1STD)-LFW1 Wood Center Drawer 22W x 15-3/8D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: CD	131.04	917.28
14	1.00 Each	HON CO H105856--\$(L1STD)-LFW1 10500 Series Back enclosure for 72"W Stack on Storage \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: BACK(72)	153.40	153.40
15	6.00 Each	HON CO H105854--\$(L1STD)-LFW1 10500 Series Back enclosure for 60"W Stack on Storage \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: BACK(60)	136.24	817.44
16	6.00 Each	HON CO H10578X--\$(L1STD)-LFW1-LFW1	433.16	2,598.96



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Order Number	24048232
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7855
Project Name	City of Reynoldsburg OH
Terms	NET 30 DAYS
Page	4 of 5

		10500 Series 60Wx30Dx29-1/2H Desk Shell-Rec Top 2 grm \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 30/60		
17	6.00 Each	HON CO H10568X--\$(L1STD)-.LFW1-LFW1 10500 Series 30Wx24Dx29-1/2H Return Shell w/10H Mod \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 24/30	302.64	1,815.84
18	1.00 Each	HON CO H105684X--\$(L1STD)-.LFW1-LFW1 10500 Series Return Shell 29-1/2H x 60W x 24D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 24/60	409.24	409.24
19	1.00 Each	HON CO H10541X--\$(L1STD)-.LFW1-LFW1 10500 Series Cred Shell 72W x 24D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 24/72	446.68	446.68
20	1.00 Each	HON CO H10534K--\$(L1STD)-.LFW1-LFW1 10500 Series72x37 1/8 Stack-On Storage 4-Dr Locking ETA \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: 14x72x37	703.04	703.04
21	6.00 Each	HON CO H105324K--\$(L1STD)-.LFW1-LFW1 10500 Series60x37 1/8 Stack-On Storage 4-Dr Locking ETA \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: 108A	659.36	3,956.16



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Order Number	24048232
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7855
Project Name	City of Reynoldsburg OH
Terms	NET 30 DAYS
Page	5 of 5

		Tag GC: 14x60x37		
22	8.00 Each	HON CO H105099--\$(L1STD)--LFW1 10500 Series Kneespace Clearance End Panle Kit \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: 108A Tag GC: EPK	142.48	1,139.84

Individual Items		3,237.00
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Line	Quantity	Description	Unit Price	Extended Amount
23	1.00 Each	INTERIOR INSTALLATIONS, INC. LABOR RECD\EL\INSTALL 108A (7) FREESTANDING DESKING WKST + (7) CHAIRS + (7) OVERHEAD STORAGE UNITS WITH TACKBOARD,(2) 36W 3-HIGH BOOKCASE (2) 36W 5-HIGH BOOKCASE; (1) 72W CREDENZA UNIT; NON-UNION LABOR DURING NORMAL BUSINESS HOURS.	2,767.00	2,767.00
24	1.00 Each	Project Management PROJECT MANAGMENT PROJECT MANAGEMENT FEE	470.00	470.00

Order Sub-Total : \$26,719.68

TOTAL ORDER : \$26,719.68

Required Deposit 75.0% : \$20,039.76

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

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A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



Proposal and Deposit Invoice

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Office
330 W. Spring St.
Suite 150
Columbus, OH 43215
Phone: (614) 227-5640
Fax: (614) 227-5646
Web: www.dupleroffice.com



Order Number	24048365
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7992
Project Name	Clerks Office
Terms	NET 30 DAYS
Page	1 of 3

T City of Reynoldsburg OH
O 7232 E. Main St
Reynoldsburg, OH 43068

ATTN: Willian Dorman
Phone: 6143226800
Email: wdorman@reynoldsburg.gov

S City of Reynoldsburg OH
H 7232 E. Main St
I Reynoldsburg, OH 43068
P

T ATTN: Willian Dorman
O Phone: 6143226800
Email: wdorman@reynoldsburg.gov

Prepared for : Willian Dorman

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	HON CO HUSLMOD1360--\$(L1STD)-.LFW1-.FW-.P Laminate Modesty 13h x 60w \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut .FW:Florence Walnut .P:Black Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: HUSLMOD1360	398.84	398.84
2	1.00 Each	HON CO HLINEARA3 Field Install Dwr/Door Kits Linear Blk 3-pack Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: PULL	45.76	45.76
3	2.00 Each	HON CO HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: PULL	41.08	82.16
4	1.00 Each	HON CO H105R3060--\$(L1STD)-.LFW1-FW 60Wx30D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE	224.64	224.64
5	1.00 Each	HON CO HHATB2S2LC--\$(P1)-.P71-.X-.UD 2 Stage 2 Leg Rectangle C Foot \$(P1):P1 Paint Opts .P71:Black	550.16	550.16



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Order Number	24048365
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7992
Project Name	Clerks Office
Terms	NET 30 DAYS
Page	2 of 3

		.X:Standard Glide .UD:Basic Up/Down Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: HATB-2S-C		
6	1.00 Each	HON CO HCTROUGH17 Cable Mngmt Trough 17W single Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: HCTROUGH17	48.88	48.88
7	1.00 Each	HON CO H105973R--\$(L1STD)-.LFW1-LFW1 60Wx20Dx21-1/2H Low Credenza Drwrs Rt Bkse Lf \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: 20X60X21	783.12	783.12
8	1.00 Each	HON CO H10594--\$(L1STD)-.LFW1-LFW1 10500 Series Desk Shell 72W x 36D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: 36/72	518.44	518.44
9	1.00 Each	HON CO H105720--\$(L1STD)-.LFW1-LFW1 10500 Series72W x 36D x 13-1/2H Receipt Station w/Transac \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: 36x72x14	323.96	323.96
10	1.00 Each	HON CO H10560--\$(L1STD)-.LFW1-LFW1 10500 Series Bridge 42W x 24D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: 24/42	225.16	225.16
11	1.00 Each	HON CO H10548L--\$(L1STD)-.LFW1-LFW1 10500 Series Cred Lateral File Left 72W 24D	898.56	898.56



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Order Number	24048365
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7992
Project Name	Clerks Office
Terms	NET 30 DAYS
Page	3 of 3

		\$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: 24/72		
12	1.00 Each	HON CO H10502--\$(L1STD)--.LFW1 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: CLERK'S OFFICE Tag GC: BBF	440.96	440.96
13	1.00 Each	INTERIOR INSTALLATIONS, INC. LABOR RECEDEL\INSTALL Labor to receive, deliver and install (1) U-shaped reception desk with transaction top, and (1) L-shaped desk. Price does not include seating and is quoted as non-union labor during normal business hours.	1,400.00	1,400.00
14	1.00 Each	Project Management PROJECT MANAGAMENT PROJECT MANAGMENT FEE	92.00	92.00
Order Sub-Total :			\$6,032.64	
TOTAL ORDER :			\$6,032.64	
Required Deposit 75.0% :			\$4,524.48	

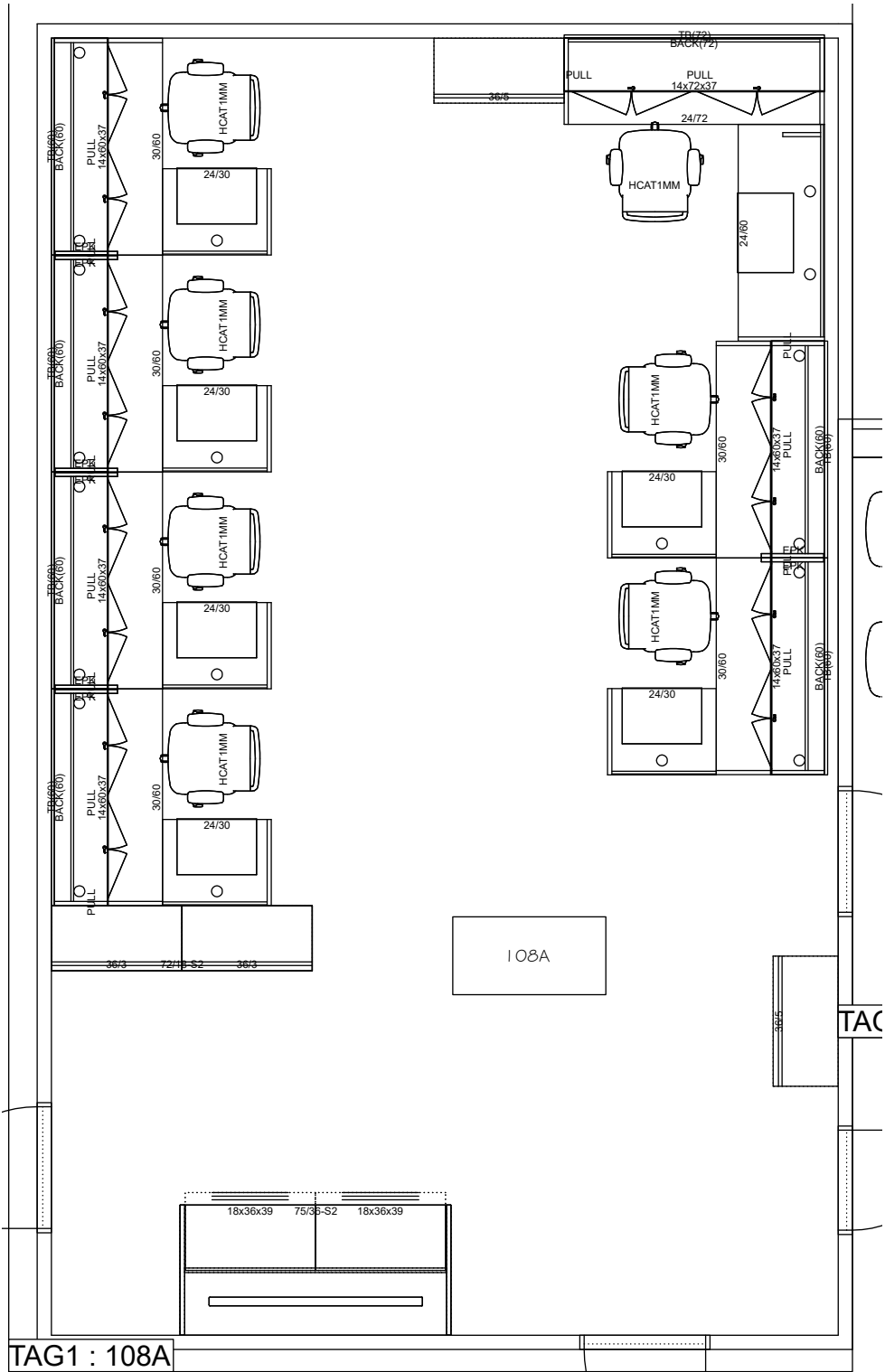
PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

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Signature: _____ Name: _____ Title: _____ Date: _____



330 W. SPRING ST., SUITE 150
COLUMBUS, OH 43215
P 614.227.5640
F 614.227.5646
WWW.DUPLEROFFICE.COM

City Of
Reynoldsburg

7232 E. Main St.
Reynoldsburg, OH 43068

BUILDING CODE
DEPARTMENT

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DATE: 4/27/2023
SCALE: NTS
DESIGN: Debbie Dawkins
SALES: Tarra Aufderheide
PROPOSAL #: 24048232

BUILDING CODE DEPARTMENT

SCALE: 1/4"= 1'

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BUILDING CODE
DEPARTMENT

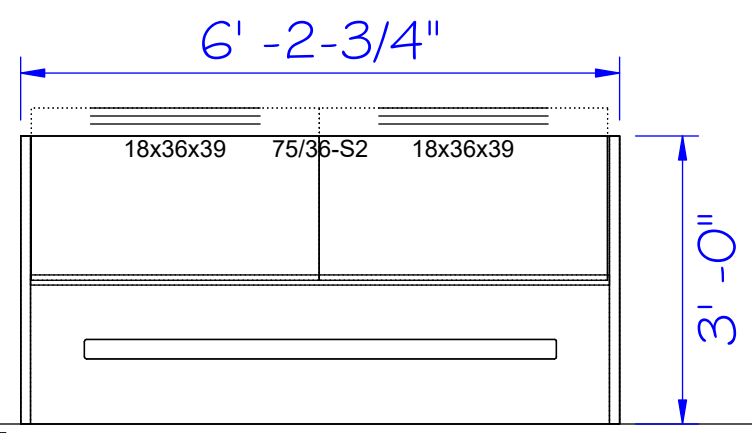
STORAGE TABLE

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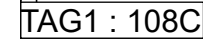
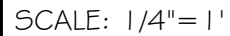


THIS SIDE AGAINST WALL

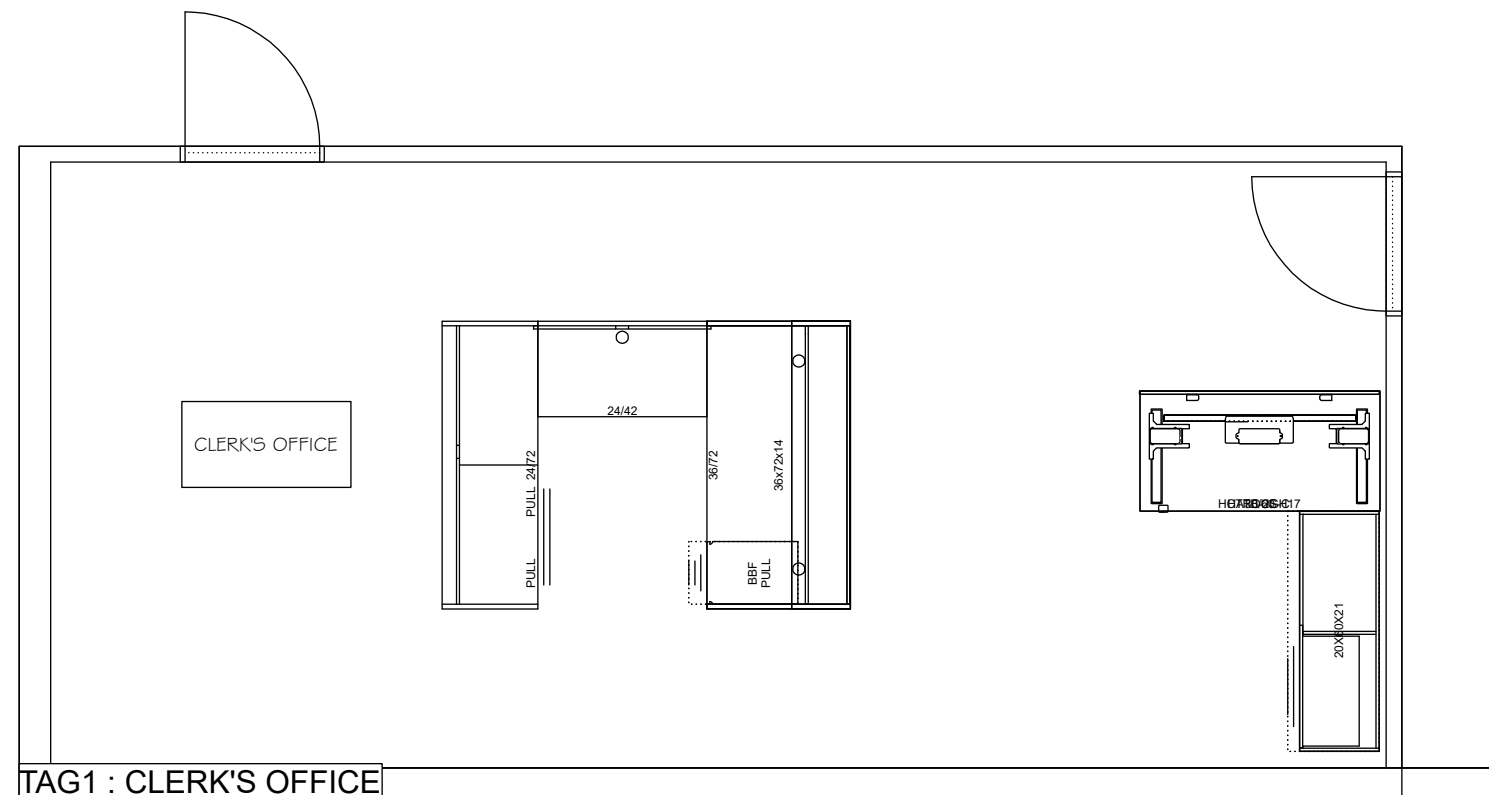
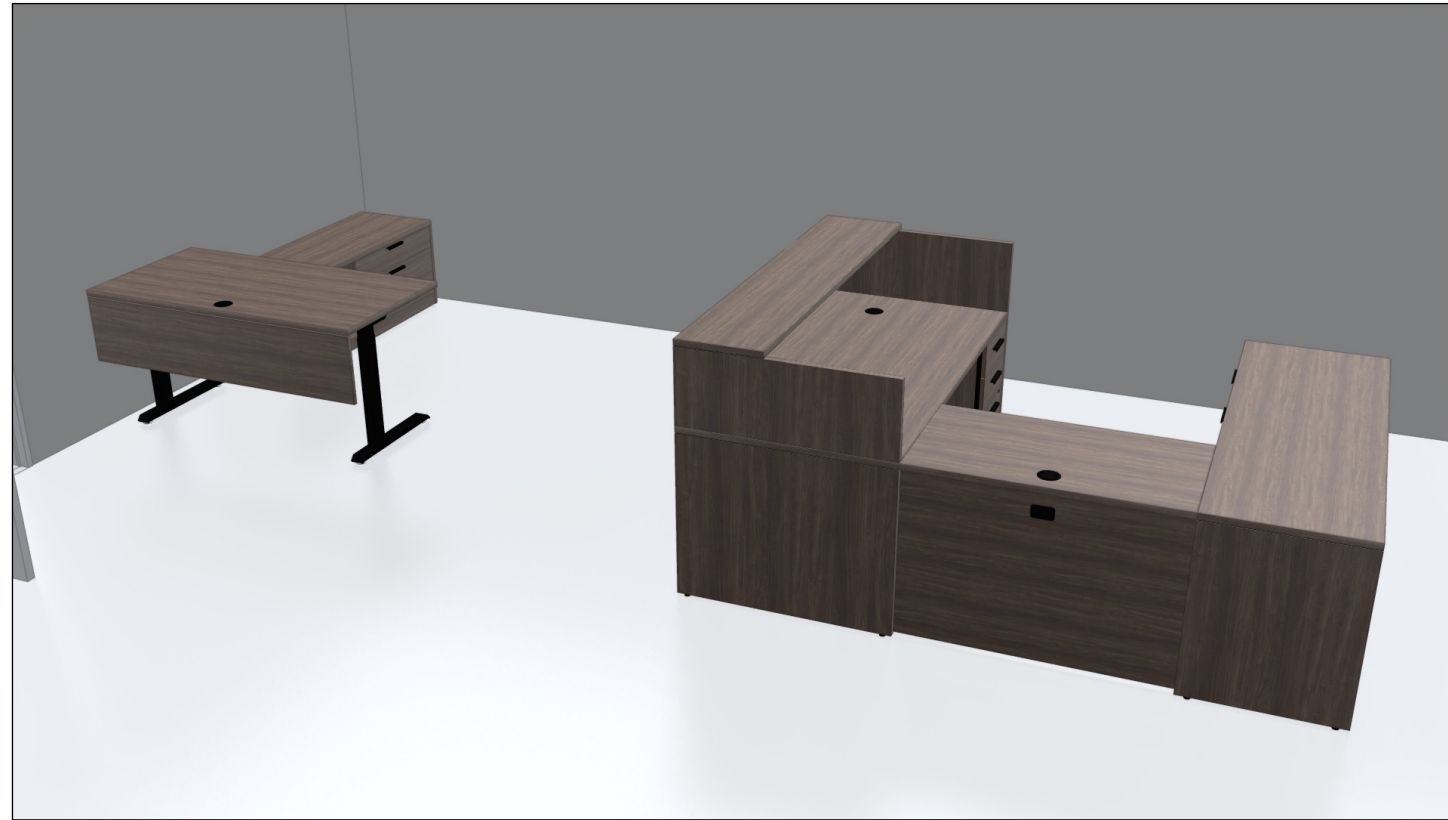


108A

BUILDING CODE DEPARTMENT
SCALE: 1/2"= 1'



Page 410 of 571



CLERK OF COUNCIL

SCALE: 1/4" = 1'

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F 614.227.5646
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City Of
Reynoldsburg

7232 E. Main St.
Reynoldsburg, OH 43068

CLERK OF
COUNCIL

HEIGHT
ADJUSTABLE

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DATE: 4/27/2023
SCALE: NTS
DESIGN: Debbie Dawkins
SALES: Tarra Aufderheide
PROPOSAL #: 24048232

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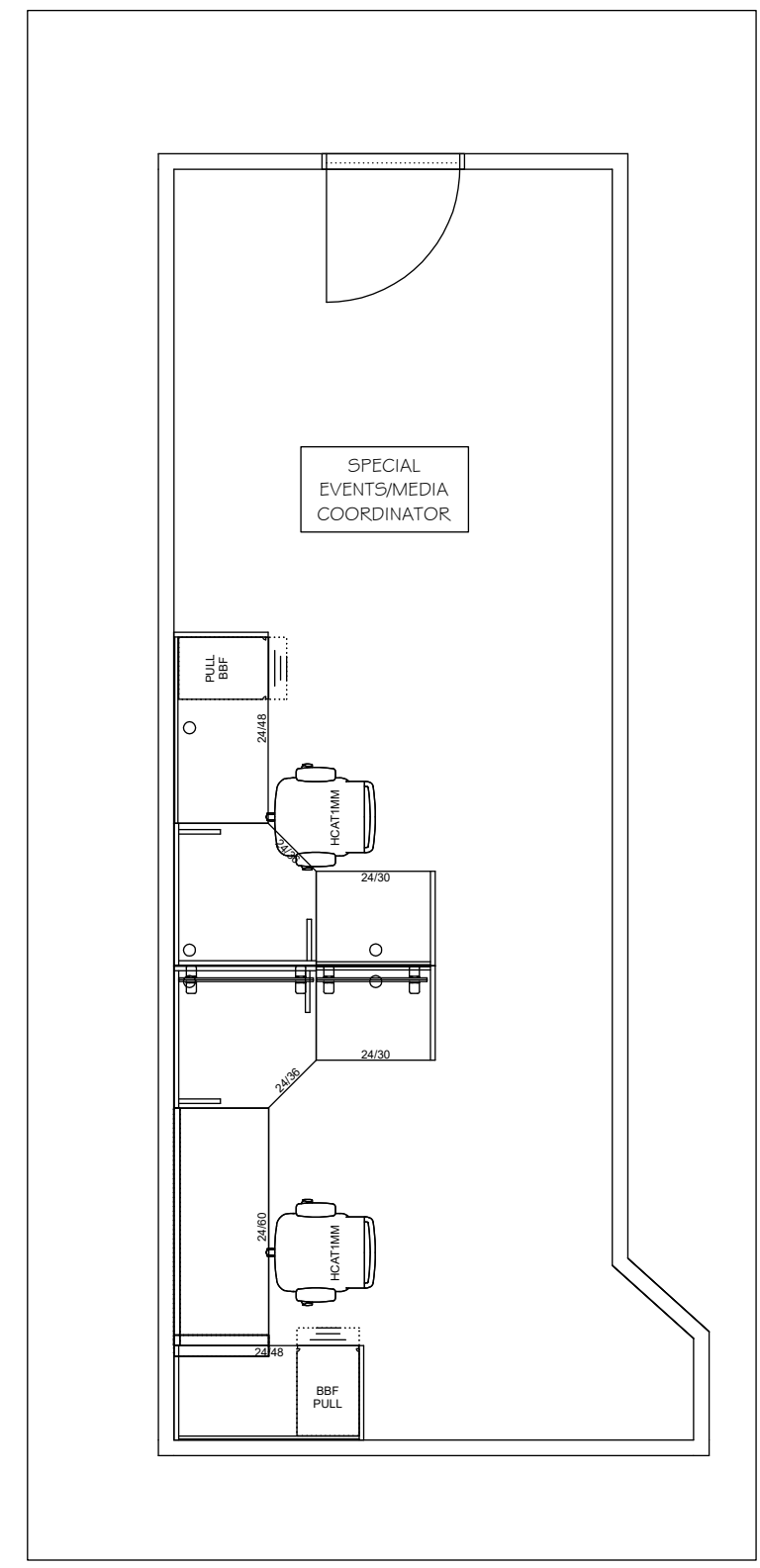
City Of
Reynoldsburg

7232 E. Main St.
Reynoldsburg, OH 43068

SPECIAL EVENTS/
MEDIA
COORDINATOR

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DATE: 4/27/2023
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DESIGN: Debbie Dawkins
SALES: Tarra Aufderheide
PROPOSAL #: 24048232



SPECIAL EVENTS/MEDIA COORDINATOR
SCALE: 1/4"= 1'



City Of
Reynoldsburg

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FRONT DESK

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Proposal and Deposit Invoice

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Order Number	24048338
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7963
Project Name	special events office
Terms	NET 30 DAYS
Page	1 of 4

T City of Reynoldsburg OH
O 7232 E. Main St
Reynoldsburg, OH 43068

ATTN: Willian Dorman
Phone: 6143226800
Email: wdorman@reynoldsburg.gov

S City of Reynoldsburg OH
H 7232 E. Main St
I Reynoldsburg, OH 43068
P

T ATTN: Jennifer Clemens
O

Prepared for : Willian Dorman

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	HON CO HUSFSOS1334--\$(A)-LN-30-\$(P2)-.PR3 Fabric Sit on Surface Screen 13h x 34w \$(A):Grade A Fabric .LN:Landscape 30:Urban \$(P2):P2 Paint Opt .PR3:Gunmetal Metallic Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: HUSFSOS1334	429.00	429.00
2	1.00 Each	HON CO HUSFSOS1328--\$(A)-LN-30-\$(P2)-.PR3 Fabric Sit on Surface Screen 13h x 28w \$(A):Grade A Fabric .LN:Landscape 30:Urban \$(P2):P2 Paint Opt .PR3:Gunmetal Metallic Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: HUSFSOS1328	408.72	408.72
3	1.00 Each	HON CO HLZLZ5SC72--.P 60"W External Stiffener .P:Black Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 60	79.04	79.04
4	2.00 Each	HON CO HLINEARA3 Field Install Dwr/Door Kits Linear Blk 3-pack Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: PULL	45.76	91.52



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Order Number	24048338
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7963
Project Name	special events office
Terms	NET 30 DAYS
Page	2 of 4

5	1.00 Each	HON CO HHN831124--.S Flat Bracket 24D .S:Charcoal Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: FB	44.20	44.20
6	2.00 Each	HON CO HCAT1MM--.Y1-.A-.H-.M-\$(1)-.ACCF-10-.AL-.SB-.T HON Mesh Mid-Back Task Chair .Y1:SimpleSynchro-Tilt w/SeatSlide .A:Height and WidthAdjustable Arm .H:Hard Casters .M:Black Mesh Back \$(1):Gr 1 UPH .ACCF:Accelerate Fabric 10:Black Fabric .AL:Adjustable Lumbar .SB:Standard Base .T:Black Frame Color Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: HCAT1MM	279.76	559.52
7	1.00 Each	HON CO H105R2460--\$(L1STD)-.LFW1-FW 60Wx24D Rectangle Worksurface \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut FW:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 24/60	200.20	200.20
8	2.00 Each	HON CO H105811--\$(L1STD)-.LFW1-LFW1 10500 SeriesCorner Unit 24x36x36x24x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 24/36	497.12	994.24
9	1.00 Each	HON CO H105692X--\$(L1STD)-.LFW1-LFW1 10500 Series Cred Shell 48W x 24D x 29-1/2H \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 24/48	392.60	392.60



Proposal and Deposit Invoice

Workspace Ohio LLC DBA: Dupler
Office
330 W. Spring St.
Suite 150
Columbus, OH 43215
Phone: (614) 227-5640
Fax: (614) 227-5646
Web: www.dupleroffice.com



Order Number	24048338
Date	04/28/2023
Customer PO No	
Customer Name	City of Reynoldsburg OH
Salesperson	Tarra Aufderheide
Project Number	7963
Project Name	special events office
Terms	NET 30 DAYS
Page	3 of 4

10	2.00 Each	HON CO H10568X--\$(L1STD)-.LFW1-LFW1 10500 Series 30Wx24Dx29-1/2H Return Shell w/10H Mod \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 24/30	302.64	605.28
11	1.00 Each	HON CO H10561X--\$(L1STD)-.LFW1-LFW1 10500 Series Return Shell 29-1/2H x 48W x 24D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut LFW1:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: 24/48	336.96	336.96
12	2.00 Each	HON CO H10502--\$(L1STD)-.LFW1 10500 Series Floorstnd Full Ht Ped B/B/F 15-5/8W x 22-3/4D \$(L1STD):Grd L1 Standard Laminates .LFW1:Florence Walnut Mark Line For: Tag TG: SPECIAL EVENTS Tag GC: BBF	440.96	881.92
13	1.00 Each	Project Management PROJECT MANAGMENT PROJECT MANAGEMENT FEE	101.00	101.00
14	1.00 Each	INTERIOR INSTALLATIONS, INC. LABOR RECIDEL\INSTALL FL2 - (2) DESKS WITH CORNER AND RETURN; (1) CREDENZA; (1) SCREEN; (1) BOOKCASE; (2) TASK CHAIRS; ELEVATOR ACCESS TO 2ND FLOOR. LABOR. NON-UNION LABOR DURING NORMAL BUSINESS HOURS.	1,133.00	1,133.00

Order Sub-Total : \$6,257.20

TOTAL ORDER : \$6,257.20

Required Deposit 75.0% : \$4,692.90

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Due to unprecedented temporary global supply chain interruptions, product lead times may be extended are subject to change on short notice. Dupler Office will request the best available lead times, communicate to all stakeholders, and manage delays with diligence. We appreciate your continued business, patience, and understanding.

Pricing on this quote will be held for 15 days from the date of issue of quote.



Proposal and Deposit Invoice

Workspace Ohio LLC DBA: Dupler
Office
330 W. Spring St.
Suite 150
Columbus, OH 43215
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Order Number	24048338
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Terms	NET 30 DAYS
Page	4 of 4

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

~~01/01~~5/8/2023

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160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 20 hours per week.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 40 hours.

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee whose employment is expected to continue for longer than one year and who normally works a minimum of 30 hours per week.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

Part-time: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 1 p/t	Unclassified	19
<u>Asst. City Prosecutor</u>	<u>1 F/T 3/4</u>		
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Deputy Clerk	1 p/t <u>F/T 3/4</u>	Classified	9
Deputy Clerk	1	Classified	9
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor Secretary/Payroll Specialist	1 p/t <u>F/T 3/4</u>	Unclassified	10
Finance Manager	1	Classified	22
Senior Accountant	1	Classified	17
Civil Service Administrative Assistant	2 p/t	Unclassified	15
Public Information/Special Events Manager	1	Unclassified	15-A
Public Information Specialist	1	Classified	10
Diversity, Equity, Inclusion Compliance Manager	1	Classified	21
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19

(d) HUMAN RESOURCES DEPARTMENT

Director of Human Resources	1	Unclassified	22
Human Resources Coordinator	1	Unclassified	14-A

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Senior Citizens Assistant	1	Classified	5
Senior Center Activities Instructor	1 p/t	Classified	3
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	15-A
Parks Grounds Maintenance	3	Classified	5
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Park Ranger	2	Classified	12
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	3	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	59	Classified	See Chapter 166
Dispatcher	9	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police Administrative Assistant	1	Classified	14 -A
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	10
Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	11
Accreditation Manager	1 p/t	Classified	10
Training Coordinator	1 p/t F/T(3/4)	Classified	10
Court Liaison	2 p/t	Classified	13
Public Safety Social Worker Supervisor	1	Classified	17
Public Safety Social Worker/Victim Advocate	2	Classified	16

Domestic Violence Victim

Advocate	1	Classified	14-A
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(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Public Service Manager	1	Unclassified	21
Administrative Assistant	1	Unclassified	13
Secretary *	1	Classified	8
Administrative Assistant Front Desk *	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	12

~~* Once the Administrative Assistant Front Desk is on-boarded the position of Secretary will be eliminated.~~

(2) Building Division			
Chief Building Official	1 p/t <u>F/T</u> (3/4 time)	Classified	21
Asst. Chief Building Inspector	1	Classified	17
<u>Plans Examiner</u>	<u>1</u>	<u>Classified</u>	<u>16</u>
Building Inspector <u>2I-</u>	<u>32</u>	Classified	14
<u>Residential Building Inspector</u>	<u>1</u>	<u>Classified</u>	<u>13</u>
Electrical Inspector	1	Classified	14
Zoning & Code Enforcement			
Inspector	1	Classified	12
Lead Permit Technician	1	Classified	15 -A
Permit Technician	1	Classified	11
Code Compliance Officer	4	Classified	10

(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15-A
Maintenance Spec/Equip Operator	7	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	8

(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15-A
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10

(To be shared with Storm Water Utility Division)

Fleet Maintenance Supervisor	1	Classified	15-A
Fleet Maintenance Technician	2	Classified	10

(4)(a) Storm Water Utility Division

Asst. Superintendent	1	Classified	15-A
Administrative Assistant	1	Classified	8

(To be shared with Street Division)

Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10

(To be shared with Street Division)

(h) DEPARTMENT OF ENGINEERING

Director of Engineering	1	Unclassified	22
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CITY OF REYNOLDSBURG, OHIO SALARY SCHEDULE

160.03 SALARY SCHEDULE

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

THE FOLLOWING PAY GRADES
SHALL BE IN EFFECT ON JANUARY 1, 2023:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	16.55	17.37	18.25	19.15	20.12	21.12
4	17.56	19.26	20.93	22.62	24.24	25.97
5	18.00	19.74	21.45	23.19	24.86	26.61
6	18.36	20.13	21.87	23.65	25.34	27.14
7	18.73	20.54	22.31	24.12	25.85	27.69
8	19.90	21.62	23.36	25.05	26.79	28.52
9	20.86	22.66	24.48	26.26	28.08	29.89
10	21.38	23.44	25.09	26.92	28.79	30.64
11	21.81	23.69	25.59	27.45	29.36	31.25
12	22.24	24.17	26.10	28.00	29.94	31.88
13	22.69	24.65	26.62	28.56	30.55	32.51
14	23.11	25.14	27.16	29.12	31.16	33.17
15	23.61	25.65	27.71	29.70	31.78	33.83

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Scale will automatically adjust by 2% each year beginning January 1, 2022.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 27.00	\$ 48.00
15	\$ 28.00	\$ 50.00
16	\$ 29.00	\$ 52.00
17	\$ 30.00	\$ 56.00
18	\$ 31.00	\$ 58.00
19	\$ 32.00	\$ 60.00
20	\$ 33.00	\$ 62.00
21	\$ 40.00	\$ 64.00
22	\$ 42.00	\$ 66.00

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 51.00	\$ 70.00
26A	\$ 56.00	\$ 75.00

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall be set by the Appointing Authority within the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Recreation Leader	\$9.50 - \$25.00
Seasonal Maintenance Employee	\$10.00 – \$25.00
Bus/Van Driver	\$9.50 per hour-\$ \$25.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$15.00 per hour
Service Seasonal Laborer	\$10.00 - \$15.00 per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$ 15.00 per hour
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$11.00 - \$100.00 per game
Program Assistant	\$ 11.00 - \$75.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months after college graduation with a secondary degree. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any hourly employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of how many are within the Department.

(2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

Employees who work less than 20 hours per week on a regular basis will receive no benefits.

(2) Tomato Festival Event Staffing Compensation

Any employee that works a four-hour shift on Thursday OR Friday outside their regular work day AND a four-hour shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Personal day to be used no later than December 15 of the year earned. Hourly rate is defined as current rate of pay or time and a half, if applicable. Employees may elected to receive compensatory time in lieu of overtime if they wish.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager
Assistant City Prosecutors	Clerk of Council
Planning & Zoning Administrator	Assistant City Attorney
Public Service Manager	
Criminal Justice Program Administrator	
Public Safety Social Worker/Victim Advocate Supervisor	
Diversity Equity Inclusion Compliance Manager	

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Effective January 1, 2022, full-time employee of the City shall be eligible for longevity compensation on the anniversary of five (5) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2023 is:

<u>From</u> (Anniversary)	<u>To</u> (Conclusion of):	
of 5 th year	9 th year	\$ 650.00 annually
10 th year	14 th year	\$ 900.00 annually
15 th year	19 th year	\$ 1,050.00 annually
20 th year	----	\$ 1,200.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January 1, 2021 the City will update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.

- 2) The Appointing Authority will determine what step an individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.
- 4) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Annual increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.
- 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.

(b) Cost of Living Adjustments

On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.

(c) Promotions

Upon promotion, the employee's rate of pay shall be adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the Appointing Authority.

(d) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan

deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may “opt out” of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who “opt out” of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who “opt out” of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.
5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

B. The allowances for assistance are as follows:

1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
 4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified

as belonging to the City. Any item unaccounted for shall be charged to the employee.

7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount as agreed upon in the collective bargaining agreement.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Dry cleaning will be provided to staff who serve as Court Liaisons. Employees shall utilize the dry cleaning facility or facilities designated by the City.

The City will provide clothing/equipment per the collective bargaining agreements.



Domestic Violence Victim Advocate

Class Code:
LE022

CITY OF REYNOLDSBURG
Established Date: Apr 24, 2023
Revision Date: Apr 27, 2023

SALARY RANGE

\$27.00 - \$34.00 Hourly
\$56,160.00 - \$70,720.00 Annually

CLASS CONCEPT:

Under the Direction of the Administration Lieutenant, the Domestic Violence Community Advocate will assist in domestic violence cases in cooperation with the police, social workers and attorney's office in everything related to domestic violence. Represents the office in the community, to law enforcement, to victims, to witnesses, and to the general public. Physical presence is necessary in the office. Regular, predictable and prompt attendance is required.

EXAMPLES OF DUTIES:

Essential Functions of Work

- Plan, implement and coordinate domestic violence client advocacy program.
- Develops and implements policies and procedures, which promote human rights for individuals.
- Provides domestic violence advocacy and empowerment services in accordance with all Federal, state and local laws.
- Networking, training and public speaking to support and promote victims' rights.
- Case management.
- Notification to victims court dates and outcomes
- Appears in court for arraignments, pretrial hearings, trials, dispositions, on behalf of the victims and witnesses as needed.
- Serve as a liaison between the assistant prosecuting attorneys and the victims and witnesses.
- Provides victims' rights information in accordance with Chapter 2930 of the Ohio Revised Code.
- Implement and execute Trauma Informed Care best practices and activities.
- Follow up to debrief with individuals/staff after significant incidents to ensure safety and support is provided.
- Assist victims in preparing victim impact statements.
- Aids Assistant Prosecutors as needed in the preparation and presentation of juvenile cases.

Assists victims with the safe at home address confidentiality program.
Collaborates with other agencies and organizations to develop and promote more effective services for victims of crime.
Serves as a liaison when needed in other areas to provide services for those in need.

TYPICAL QUALIFICATIONS:

Minimum Qualifications

Education

Completion of undergraduate core program in social work, criminal justice, or other related field.

Experience

Must be able to communicate effectively in speaking and written format in Nepali and English.

Twelve (12) months experience in advocating and delivery of domestic violence rights services for individuals who have been identified as a victim of domestic violence is preferred.

Licensure or Certification Requirements

- Registered Advocate in the State of Ohio or willing to obtain registration within one year of employment.
- Current and valid Ohio Driver's license.

SUPPLEMENTAL INFORMATION:

Knowledge, Skills and Abilities

Knowledge Of:

- Government rules and regulations governing victim advocacy services
- Social work or mental health technology
- Interviewing
- Public relations

Skill in:

- Use of proper research methods in gathering data
- Interpret extensive variety of technical material in books, journals and manuals

Ability to:

- Ability to gather, collate and classify technical information about data, people, or things
- Prepare reports, forms and maintain files
- Define problems,
- Establish facts and draw valid conclusions
- Communicate effectively
- Handle sensitive contracts with clients who are victims of domestic violence, their families, police officers and attorneys

OTHER REQUIREMENTS:

Working Conditions:

- The incumbent's working conditions are typically moderately quiet.

PHYSICAL DEMANDS:

- Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently
- Ability to perform follow-up response in the community

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS: (For purposes of O.R.C. 4167)

- Ability to maintain awareness of personal safety and take appropriate personal protective measures when entering unknown situations and potentially offensive conditions
- Works in proximity to the use of firearms
- May be required to attend City Council meetings or other meetings in the evening.
- Potentially exposed to angry individuals

Position Description Approval

Dates

Department Head Signature:

Human Resources Director Signature:

Mayor Signature (Required for Director positions):

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

Print Employee Name

Employee Signature

____/____/____
Date



Residential Building Inspector

Class Code:
BLDG010

CITY OF REYNOLDSBURG
Established Date: Apr 27, 2023
Revision Date: Apr 27, 2023

SALARY RANGE

\$22.69 - \$32.51 Hourly
\$47,195.20 - \$67,620.80 Annually

CLASS CONCEPT:

This is a full-time 40 hour week position, under the direction of the Chief Building Official.

EXAMPLES OF DUTIES:

- Conducts on-site building inspections (e.g., footer, foundation, slab, framing, above ceiling, roofing, windows, sidings, decks, fences, sheds, swimming pool, occupancy, and other related inspections) on residential buildings/structures in Reynoldsburg to ensure compliance with approved plans and all applicable codes/ ordinances
- Climbs/crawls/walks through building or structure and carries plans/necessary tools to ensure compliance with plans and all applicable codes
- Travels to utilize field equipment (e.g., tape measure, light meter, sound meter, electrical testing devices) to gather data on compliance
- Assists in reviewing applications/construction documents (e.g., blueprints, architectural drawings, homeowner-designed plans) for residential projects for compliance with applicable residential building codes
- Interprets/enforces all residential building code regulations
- Examines, prepares, and maintains various work-related documents
- Maintains daily inspection records; prepares correspondence; enters inspection results into City's database system; prepares reports (e.g., monthly inspection, yearly inspection)
- Attends pre-construction meetings with contractors before construction begins
- Receives inspection requests and communicates with customers to make arrangements for site inspections
- Works with code enforcement officers to review and investigate complaints from building owners and/or homeowners during/after construction
- Answers inquiries regarding electrical codes, wiring methods, practices, and procedures
- May attend City Council meetings to answer questions, provide information, etc.

- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

TYPICAL QUALIFICATIONS:

- High school diploma or GED or equivalent
- Residential Building Inspector Certificate from the State of Ohio Board of Building Standards
- Minimum three (3) years of experience as a construction contractor or supervisor or as a skilled tradesman for work subject to inspection; or equivalent combination of education, training, or experience

LICENSURE OR CERTIFICATION REQUIREMENTS:

- Must possess and maintain a valid Ohio driver's license
- Residential Building Inspector Certificate from the State of Ohio Board of Building Standards
- Must complete thirty (30) hours of continuing education as required by the state of Ohio Board of Building Standards in order to maintain employment

SUPPLEMENTAL INFORMATION:

Knowledge of: (*Indicates developed after employment)

- Residential Code of Ohio
- Construction regulations
- Structural design principles
- Code enforcement procedures; Safety practices and procedures; Department policies and procedures*
- Building construction, maintenance, and repair
- General construction, maintenance, and repair
- Public relations; Community resources and services
- Office practices and procedures
- English grammar and spelling
- Records management; Project management
- Local geographical area.*

Skill in:

- Use of modern office equipment (e.g., personal computer, tablet, printer)
- Motor vehicle operation
- Building inspection instruments and/or materials utilization

Ability to:

- Interpret extensive variety of technical material in books, journals, and manuals
- Define problems, collect data, establish facts, and draw valid conclusions

- Exercise independent judgment and discretion
- Understand, interpret, and apply laws, rules, or regulations to specific situations
- Calculate fractions, decimals, and percentages; Apply concepts of algebra and/or geometry
- Compile and prepare reports; Use proper research methods to gather data
- Respond to routine inquiries from public and/or officials
- Communicate effectively; Understand technical manuals and/or verbal instructions; Understand a variety of written and/or verbal communications
- Maintain records according to established procedures
- Cooperate with co-workers on group projects
- Handle sensitive inquiries from and contacts with officials and general public
- Develop and maintain effective working relationships; Resolve complaints
- Demonstrate physical agility
- Travel to and gain access to work site
- Identify and distinguish colors
- Detect poor workmanship, inferior materials, and structural/fire hazards

OTHER REQUIREMENTS:

- Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

(For purposes of O.R.C. 4167)

- May be exposed to possible injury as a result of electrical shock
- Works in the vicinity of floor or wall openings, elevated platforms, and/or runways
- Ascends and/or descends ladders, stairs, or scaffolds
- Works in an area in which the means of egress is or can be obstructed
- May be exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas
- May be exposed to possible injury as a result of working with moving mechanical parts of equipment or machines
- May be exposed to possible injury as a result of falling from high places
- Has exposure to potentially vicious animals
- Has exposure to second-hand smoke

Position Description Approval

Dates

Department Head Signature:

Human Resources Director Signature:

Mayor Signature (Required for Director positions):

Employee Acknowledgement and Receipt

I confirm that I have received a copy of this job description and understand the requirements, essential functions and duties of the position.

Print Employee Name

Employee Signature

____/____/____
Date



Plans Examiner

Class Code:
BLDG009

CITY OF REYNOLDSBURG
Established Date: Apr 27, 2023
Revision Date: Apr 27, 2023

SALARY RANGE

\$29.00 - \$38.00 Hourly
\$60,320.00 - \$79,040.00 Annually

CLASS CONCEPT:

This is a full-time 30 hour position, under the direction of the Chief Building Official.

EXAMPLES OF DUTIES:

- Reviews both commercial and residential construction plans, blueprints, and other project documentation in order to ensure code compliance
- Issues plan approvals, issues adjudication orders or correction letters for non-conformance work items, stop work orders, and certificates of occupancy as needed
- Review flood plain regulations and permit submittals
- Assists design professionals/homeowners/contractors with plan submittals and correcting problems
- Consults inspectors on problems relating to inspections
- Calculates permit fees for construction projects
- Examines, prepares, and maintains various work-related documents (e.g., maintains daily plan examination log, prepares correspondence, enters plan review results into database)
- Documents personnel activity/maintains files
- Sets up plan review files; prepares reports (e.g., monthly and yearly plan review report)
- Assists in writing annual state reports
- Attends meetings (e.g., staff, pre-construction, council, appeal hearings at State of Ohio Board of Building Standards, and meetings of the Chief Building Official in his absence)
- Answers inquiries regarding flood plain requirements (e.g., flood way, flood way fringe, panel numbers); refers citizen/property owner questions to Code Compliance Officer as needed
- Performs on-site investigations with staff when needed
- Operates variety of field equipment (e.g., tape measure, light meter, sound meter) while performing on-site investigations

- Performs inspections/investigations of commercial/residential buildings in place of building division staff as needed
- Operates personal computer to input field inspection data
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

TYPICAL QUALIFICATIONS:

- Architectural or engineering degree
- Capable of understanding and interpreting building codes and referenced standards
- Familiar with general building design principles including structural, electrical, mechanical, plumbing, accessibility, and fire protection systems
- Familiar with general building construction procedures and activities

LICENSURE OR CERTIFICATION REQUIREMENTS:

- Valid Ohio driver's license; Ohio
- State of Ohio Registration for architect or engineer
- Master Plans Examiner Certification or Interim Approval issued by the State of Ohio Board of Building Standards
- (Optional) Building Official Certification or Interim Approval issued by the State of Ohio Board of Building Standards Must complete thirty (30) hours of continuing education as required by the State of Ohio Board of Building Standards for each certificate held in order to maintain employment

SUPPLEMENTAL INFORMATION:

Knowledge of: (*Indicates developed after employment)

- Budgeting
- Construction methods
- Inventory control; Purchasing
- Architecture; Surveying techniques; Ohio Building Code; Structural design principles; State and local building code; Building inspection techniques
- Code enforcement procedures
- Electrical codes; Electrical principles
- Safety practices and procedures; department policies and procedures*
- Building construction, maintenance, and repair; General construction, maintenance, and repair
- Public relations
- Community resources and services
- Office practices and procedures
- English grammar and spelling
- Records management
- Supervisory principles and practices; Project management
- Local geographical area*

Skill in:

- Use of modern office equipment (e.g., personal computer, printer, fax)
- Motor vehicle operation
- Building inspection instruments and/or materials utilization

Ability to:

- Interpret extensive variety of technical material in books, journals, and manuals; define problems, collect data, establish facts, and draw valid conclusions
- Exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations
- Select most qualified applicant according to specifications for referral
- Determine material and equipment needs
- Calculate statistics; apply concepts of algebra and/or geometry; write instructions and specifications; develop complex reports and position papers
- Respond to routine inquiries from public and/or officials
- Conduct effective interviews; communicate effectively orally or in writing; train or instruct others
- Understand technical manuals and/or verbal instructions; understand a variety of written and/or verbal communications
- Maintain records according to established procedures
- Cooperate with co-workers on group projects
- Handle sensitive inquiries from and contacts with officials and general public; develop and maintain effective working relationships; resolve complaint
- Demonstrate physical agility
- Travel to and gain access to work site
- Identify and distinguish colors.

OTHER REQUIREMENTS:

- Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

(For purposes of O.R.C. 4167)

- Works in the vicinity of floor or wall openings, elevated platforms, and/or runways
- Ascends and/or descends ladders, stairs, or scaffolds
- Works in an area in which the means of egress is or can be obstructed
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas
- Is exposed to possible injury as a result of working with moving mechanical parts of equipment or machines
- Is exposed to possible injury as a result of falling from high places
- Has exposure to potentially vicious animals
- Has exposure to second-hand smoke

Position Description Approval

Dates

Department Head Signature:

Human Resources Director Signature:

Mayor Signature (Required for Director positions):

Employee Acknowledgement and Receipt

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Print Employee Name

Employee Signature

____/____/____
Date

BYLAWS
GOVERNING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the “Agreement”) pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council’s business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 and Section 4 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chairman of the Council a written designation of that proxy.

- (A) Officers. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman and Vice-Chairman who each shall be selected pursuant to Section 3 hereof. The Chairman (and in the Chairman’s absence, the Vice-Chairman) shall preside at Assembly meetings.

If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

- (B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.
- (C) Meetings. The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chairman and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

- (1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.
- (2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 8 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.
- (3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 3 hereof.
- (4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

- (A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director.
- (B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located

in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

- (C) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half of the members of the Board shall each serve a two-year term and the other half shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

- (D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.
- (E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

- (F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its members by majority vote of all its members. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one year term by the Board of Directors by a majority vote of its members.
- (1) Chairman. The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. Such duties of the Chairman described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chairman shall cast the tie-breaking vote.
- (2) Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of his duties.
- (3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chairman may request. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.
- (4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:
- (a) contracting with a Member, or

- (b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(G) Powers and Duties of the Board of Directors. The Board of Directors shall have the authority to:

- (1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.
 - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
 - (b) amendments to or modifications of the Agreement and Bylaws,
 - (c) appropriations of the Council,
 - (d) each Member's share of Aggregation Costs or any Additional Program Costs, and
 - (e) disqualification of Members.
- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of

the Council's resources, amend the budget and appropriations of the Council.

- (4) Approve the inclusion of additional Members into the Council.
- (5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.
- (6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

Section 4. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a chairman and vice-chairman, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chairman described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chairman, the Committee vice-chairman shall preside at Committee meetings. The Committee vice-chairman shall succeed to the office of the Committee chairman, should it be vacated before the end of a term, and shall assist the Committee chairman in the discharge of the Committee chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 5. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish

the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 6. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20th) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly the Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly

and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The chairman of each of those bodies shall be the

parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chairman and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

Exhibit A

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:

Ashtabula
Columbiana
Cuyahoga
Erie
Geauga
Huron
Lake
Lorain
Mahoning
Medina
Portage
Richland
Sandusky
Seneca
Stark
Summit
Trumbull

Northwest Ohio Region:

Allen
Auglaize
Defiance
Fulton
Hancock
Hardin
Henry
Lucas
Mercer
Ottawa
Paulding
Putnam
Van Wert
Williams
Wood

Central Ohio Region:

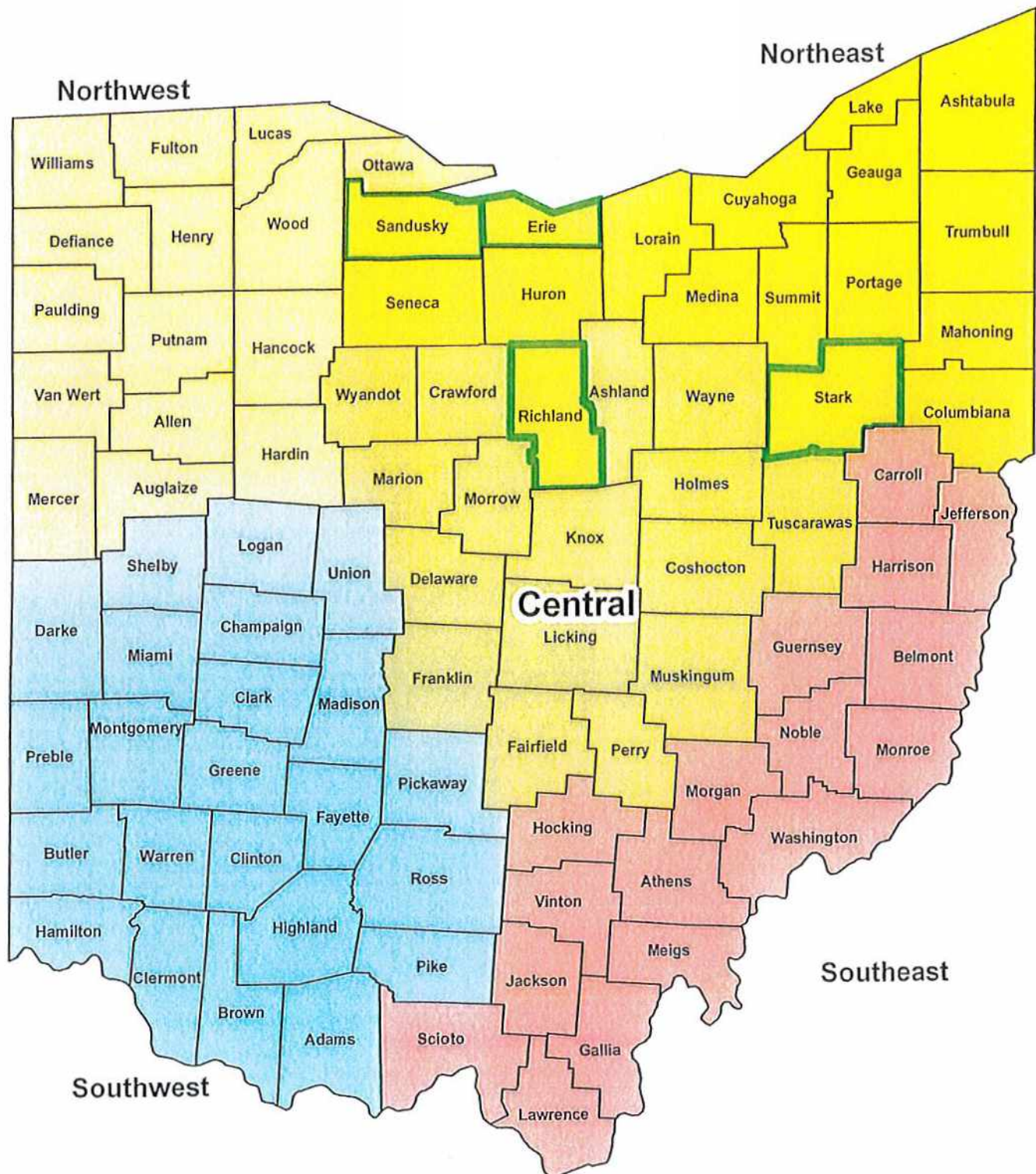
Ashland
Coshocton
Crawford
Delaware
Fairfield
Franklin
Holmes
Knox
Licking
Marion
Morrow
Muskingum
Perry
Tuscarawas
Wayne
Wyandot

Southwest Ohio Region:

Adams
Brown
Butler
Champaign
Clark
Clermont
Clinton
Darke
Fayette
Greene
Hamilton
Highland
Logan
Madison
Miami
Montgomery
Pickaway
Pike
Preble
Ross
Shelby
Union
Warren

Southeast Ohio Region:

Athens
Belmont
Carroll
Gallia
Guernsey
Harrison
Hocking
Jackson
Jefferson
Lawrence
Meigs
Monroe
Morgan
Noble
Scioto
Vinton
Washington



Northeast Ohio Public Energy Council

**ELECTRIC PLAN OF OPERATION &
GOVERNANCE**

For Member Communities

Amended 11/14/17

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Purpose of the Plan of Operation and Governance

This Plan of Operation and Governance (the "Plan") has been prepared by the Northeast Ohio Public Energy Council ("NOPEC") on behalf of its approximately 220 member communities in compliance with Ohio law regarding government aggregation of electric consumers (the "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

NOPEC's purpose in preparing this Plan is to describe the uniform approach to a customer Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent consumer interests in competitive markets for electricity. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility.

Combining consumer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. The Aggregation Program contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities shall have the opportunity to join NOPEC.

Under the Opt-In Aggregation Program, NOPEC offers customers who live in NOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in NOPEC's Opt-In Aggregation Program can contact the Supplier (defined below) to enroll. Supplier and NOPEC also may contact individuals in NOPEC member communities regarding opt-in opportunities.

NOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. NOPEC also may endorse any competitive retail electric service supplier to offer within NOPEC's member communities products that are not included in the Aggregation Program ("Endorsement Program").

The Plan was adopted after public hearings were held in accordance with Section 4928.20(C) of the Ohio Revised Code, and modified in accordance with paragraph 2.5.4.7 of the Plan.

1.0 Overview

1.1 Ohio Law

1.1.1 Senate Bill 3

Ohio law enacted in 1999 allows for competitive purchase of retail power supply. Section 4928.20 of the Ohio Revised Code ("R.C.") allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as "government aggregators." This law allows communities acting as government aggregators to join together and combine their resources for development and implementation of an Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio ("PUCO"). The Plan describes the Aggregation Program to be utilized for participating customers in NOPEC communities.

1.1.2 Senate Bill 221

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio's public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) – incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) – allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility's standard service offer ("SSO") would do so at the market price of power;
- R.C. 4928.20(K) – requires the PUCO to insulate governmental aggregations from non-bypassable generation charges and adopt rules that "encourage and promote" large-scale governmental aggregation; and
- R.C. 4928.20(D) – extends the opt-out period for opt-out aggregation programs to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

1.2 Description of the Aggregation Program; Enrollment Program

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for consumers not participating in the Aggregation Program who have no other competitive supplier. The NOPEC Aggregation Program required authorization of communities and their constituents in a public process, and contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. NOPEC also may initiate an Enrollment Program whereby it may endorse any competitive retail electric service supplier to offer within NOPEC’s member communities products that are not included in the Aggregation Program.

The Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the Aggregation Program in a public process as required by law and outlined below in section 1.3. At the regional level, communities wishing to proceed jointly with an Aggregation Program have formed NOPEC as a regional council of government under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Aggregation Program. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

1.3 Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

1.3.1 Local legislative body passes ordinance or resolution authorizing aggregation program for customers;

1.3.2 For opt-out aggregation only, the ordinance or resolution must authorize the local board of elections to submit the question of whether to automatically aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3 For opt-out aggregations only, the ordinance or resolution is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4 Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5 Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation

and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

1.3.6 Hold two public hearings on the initial plan of operation and governance;

1.3.7 Adopt initial plan of operation and governance;

1.3.8 For opt-out aggregation only, notify eligible customers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9 For opt-out aggregation only, any enrolled customer participating in the Aggregation Program will have the opportunity to opt-out of the Program at least every three years, without paying a switching fee; and

1.3.10 For opt-out aggregation only, notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and NOPEC's process for electing not to receive standby service.

1.3.11 For opt-in aggregation only, market, solicit, enroll, and maintain the contracts of customers under the PUCO's rules and electric distribution utilities' tariffs applicable to competitive retail electric service suppliers that do not automatically aggregate.

1.4 Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Aggregation Program retail electric supplier(s) (the "Supplier(s)");

1.4.1 NOPEC development and release of Request for Proposals;

1.4.2 Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.3 NOPEC selection of Supplier(s) and execution of one or more supply contract(s) ("Supply Contract(s)");

1.4.4 For the Opt-Out Aggregation Program only:

1.4.4.1 Acquisition of electronic list of eligible customers in member communities from the distribution utility;

1.4.4.2 Notification of opt-out process undertaken by NOPEC and selected Supplier via U.S. mail and utilizing electronic customer list addresses;

1.4.4.3 Electronic customer list revised by NOPEC Supplier who removes responding opt-out customers from the list;

1.4.4.4 Revised electronic customer list transmitted back to the distribution utility for customer transfer;

1.4.4.5 The distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier;

1.4.5 For the Opt-In Aggregation Program only:

1.4.5.1 Marketing and solicitation of customers within the NOPEC member communities;

1.4.5.2 Customers are enrolled in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff.

1.4.6 Firm all-requirements retail electric supply service initiated to participating customers based on terms and conditions of Supply Contract(s)

1.4.7 NOPEC and legal and technical advisors monitor contract for compliance;

1.4.8 NOPEC acts to protect interests of participating customers in member communities.

2.0 Description of Aggregation Program Goals and Operation

2.1 Aggregation Program Goals

The NOPEC member community goals for the Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide on a non-discriminatory basis an option for aggregation of all customers who qualify under the PUCO's rules and who NOPEC and its Supplier have elected to serve;
- To allow those customers to voluntarily participate in the Aggregation Program;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To improve quality and reliability of service;
- To encourage environmental protection through contract provisions;

- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize local government powers and authorities to achieve these goals.

2.2 Aggregation Program Operations

The Aggregation Program is designed to reduce the amount participating customers pay for electric energy over the duration of the Aggregation Program, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. NOPEC shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company over the duration of the Aggregation Program. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3 Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating customers to cover costs of the program. Such funds will be collected by the Supplier and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Aggregation Program Operations.

2.4 Participation in the Aggregation Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an “eligible customer” constitutes a customer eligible under utility or PUCO rules and which NOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;
- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.4.1 below for details of the notification and opt-out process.) Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21 day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. Participating customers, who choose to opt-out of the Opt-Out Aggregation Program after the initial 21 day period, but prior to the next opt-out opportunity, may be subject to an early termination fee which will be described in the opt-out notification, if applicable; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers.

Customers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and

terms offered for that customer class, or other terms specified under the Supply Contract(s). Such new electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21 day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier and NOPEC may contact customers in NOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier. Supplier, with NOPEC's consent, will determine the terms and conditions of service, as well as the customers' rates, subject to written policies mutually agreed upon by the NOPEC and Supplier. For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff. Participating customers who terminate their Supply Contract(s) prior to its expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Member Communities. New member communities may also join the NOPEC Aggregation Program, under prices and terms contained in an existing Supply Contract(s), however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1 Notification of Opt-Out Aggregation Program Customers

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) separate mailings;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by NOPEC to authorize the Aggregation Program;
- (B) A description of the services offered by the Opt-Out Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price, a variable price, or an introductory price);

- (D) A statement informing customers of their the right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
- (E) A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program;
- (H) Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;
- (J) Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
- (K) If applicable, inform customers whether NOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (*e.g.*, a postcard) to return to NOPEC indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Opt-Out Aggregation Program.

2.4.2 Combination of Electric and Natural Gas Notification

NOPEC may combine natural gas and electric opt-out notifications to eligible customers in NOPEC member communities in one single mailing. Each opt-out notification shall conform to the PUCO's natural gas and electric governmental aggregation rules, and also comply with all applicable provisions of R.C. 4928.20 and R.C. 4929.26.

2.4.3 Activation of Customer Service in a Member Community

Opt-Out Aggregation Program. The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the member community (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

Opt-In Aggregation Program. The Supplier shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the Supplier shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

Opt-Out and Opt-In Aggregation Programs. Customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.4 New Individual Customers in an Opt-Out Aggregation Program

Eligible customers who relocate to a NOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

2.4.5 Customer Switching Fee

Initial Switching Fee. The electric distribution utilities currently providing distribution service to NOPEC members under the Aggregation Program have exempted governmental aggregation programs from being charged a switching fee when they initially switch from the SSO to Aggregation Program. If, however, Supplier incurs a switching fee, Supplier shall be responsible for payment of the customer switching fee to the applicable electric distribution utility.

Subsequent Switching Fee. The Supplier may pass through to the customer any fee that the electric distribution utility charges for switching suppliers after the customer's initial switch to the Aggregation Program.

2.4.6 Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows NOPEC to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If NOPEC elects not to receive and pay for standby service from the distribution utility, NOPEC will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

2.4.7 Phase-In Generation Deferral Surcharge

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. NOPEC will inform Opt-Out Aggregation Program customers through the opt-out notification process, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference, of the potential terms and calculation of any deferral surcharge approved by the PUCO. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty.

2.4.8 Individual Customer Termination of Participation

Termination of Participation in the Opt-Out Aggregation Program. In addition to the opportunity to opt-out of the Opt-Out Aggregation Program prior to start-up of service, an individual customer will be given an opportunity to opt-out at no charge at least every three years after start-up of service. However, an individual Opt-Out Aggregation Program customer who chooses to opt-out after the 21-day opt-out period and before the opportunity to opt-out may be required to pay an early termination fee; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers. Any obligation to pay an early termination fee will be made a part of the customer Supply Contract(s). Opt-Out Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

Termination of Participation in the Opt-In Aggregation Program. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's Supply Contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

2.4.9 Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

2.4.10 Termination of the NOPEC member Aggregation Program

The NOPEC Aggregation Program may be terminated for participating customers in two ways:

- (1) Upon the termination or expiration of the power Supply Contract(s) for all member communities without any extension, renewal, or subsequent Supply Contract(s) being negotiated; or
- (2) At the decision of an individual member community to cancel its membership in NOPEC.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

2.5 Customer Care

2.5.1 Universal Access

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the NOPEC Aggregation Program, this will mean that all customers within the borders of a member

community, and all new customers in a member community, shall be eligible for service from the contracted Supplier under the terms and conditions of the Supply Contract(s), consistent with the PUCO's rules.

2.5.2 Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the customer bill as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge over the duration of the Aggregation Program. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.5.3 Costs To Customers

Customer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs for any necessary technical or legal assistance for the program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

2.5.4 Consumer Protections

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going consumer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.5.4.1 Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

2.5.4.2 Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract(s), all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.5.4.3 Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract(s).

A. Title: Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating customer at the Point-of-Sale which is the customer side of the meter.

B. Initiation of Supply Service: Energy deliveries pursuant to the Supply Contract(s) will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract(s), or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy

delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that electricity provided under the Supply Contract(s) shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract(s), the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract(s) will help assure that participating customers in NOPEC member communities receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract(s) consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract(s) NOPEC will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies' regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

E. Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list

2.5.4.4 Protection of Customers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for customers to acquire alternative power supply, or for customers to

receive power at default service prices, if the SSO is no longer available. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which, demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with power supply service.

2.5.4.5 Resolution of Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickoc.org. NOPEC's website is www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract(s) and timely resolution of consumer problems.

2.5.4.6 Periodic Reports on Customer Complaints

NOPEC shall act to monitor and enforce consumer protection provisions included in the Supply Contract(s). At the request of NOPEC, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract(s) terms.

2.5.4.7 Modifications to NOPEC's Plan

All material modifications to the NOPEC Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC General Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by NOPEC without further action of the NOPEC members or General Assembly.

2.6 Rights and Responsibilities of Program Participants

2.6.1 Rights

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.6.2 Responsibilities

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.6.2.1 Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3.0 Organizational Structure and Governance of the Aggregation Program

3.1 Description of Organization and Management of Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The Board of Directors of NOPEC oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20 and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

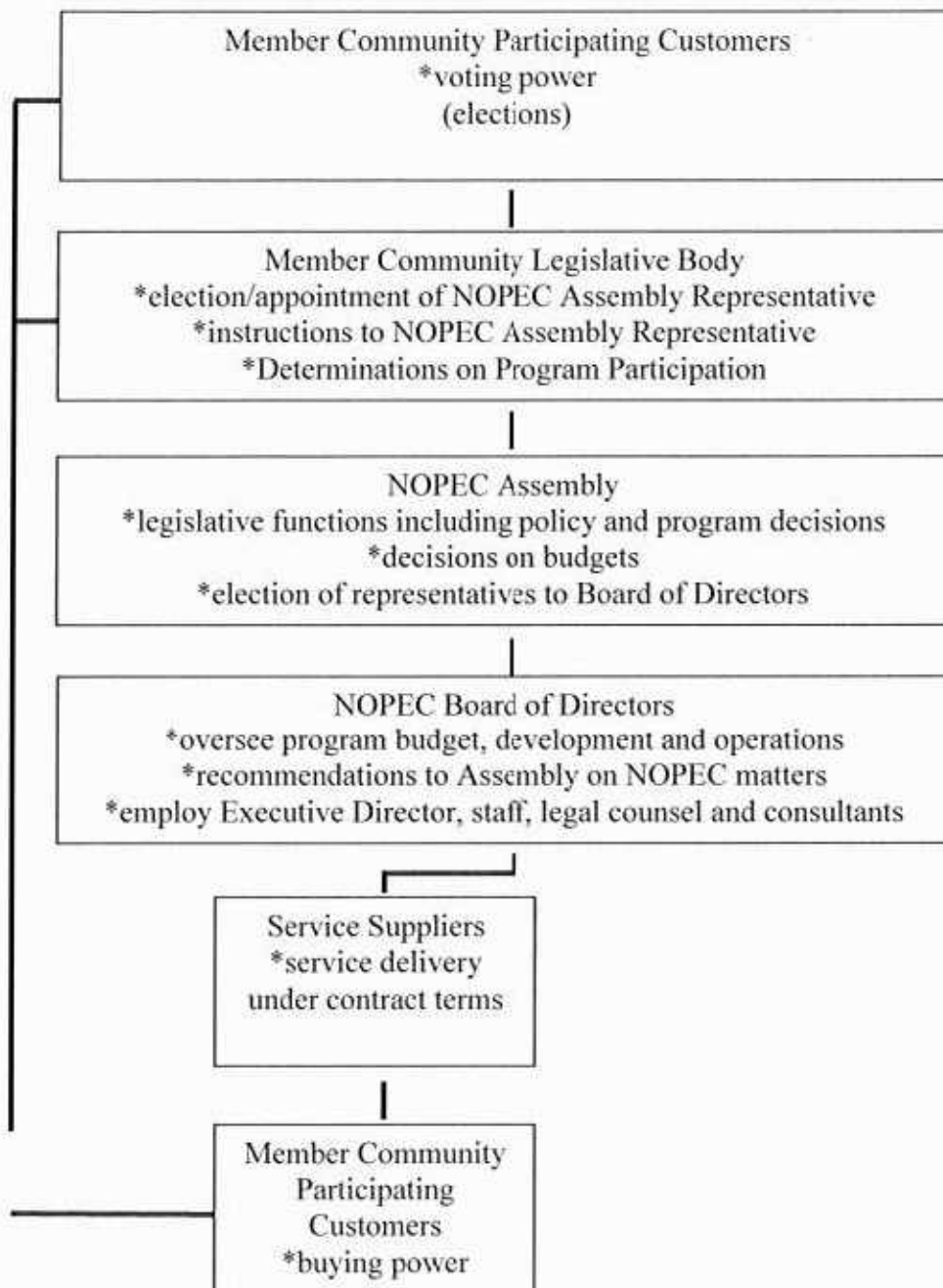
3.2 Outline of Structure

The following chart represents the organizational structure for the NOPEC Aggregation Program as indicated in the organizational chart. The function of each level is described in section 3.3.

NOPEC Member Aggregation Program Organizational Structure

NOPEC Member Aggregation Program

Organizational Structure



3.3 Description of Program Organizational Structure

Member Community Participating Customers

Customers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government aggregation program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Aggregation Program.

Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC, including decisions on policy, budget, and other matters directed to it by the Board of Directors.

NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Executive Director, staff, legal counsel and consultants.

Executive Director and Staff, Legal Counsel and Consultants

Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

Service Supplier(s)

Service suppliers contract with NOPEC to provide firm all-requirements retail electric supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

Member Community Participating Customers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

Northeast Ohio Public Energy Council
NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE
For Member Communities

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its member communities in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Natural Gas Plan is to describe the uniform approach to a customer Natural Gas Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent customer interests in competitive markets for natural gas. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

NOPEC’s Natural Gas Program includes an “opt-out” Natural Gas Aggregation Program (“Opt-Out Program”) and an “opt-in” Natural Gas Aggregation Program (“Opt-In Program”).

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the Opt-Out Program and Opt-In Program, participation is voluntary for each individual customer in a member community. Under the Opt-Out Program, any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter. Under the Opt-In Program, customers may individually enroll in the program by providing their prior consent. New member communities shall have the opportunity to join NOPEC.

The Opt-Out Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) of the Ohio Revised Code. The Opt-In Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.27(B) of the Ohio Revised Code.

1. Overview

1.1. Ohio Law

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. Section 4929.26 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”. The law allows communities

acting as government aggregators to join together and combine their resources for development and implementation of a Natural Gas Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio ("PUCO"). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in NOPEC communities.

1.2. Description of the Natural Gas Aggregation Program

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the "provider of last resort" for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The NOPEC Natural Gas Aggregation Program has an "Opt-Out" Program and an "Opt-In" Program, both of which require authorization of communities and their constituents in a public process. In the Opt-Out Program, all eligible customers will be included in the Natural Gas Aggregation Program unless they choose to "opt-out" as described in section 2.4.1 of this Natural Gas Plan. In the "Opt-In" Program, the customer's prior consent is required and they must "opt-in" to the Opt-In Program.

The Natural Gas Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the opt-out Natural Gas Aggregation Program in a public process as required by law and outlined below in Section 1.3 of the Natural Gas Plan. At the regional level, communities wishing to proceed jointly with a Natural Gas Aggregation Program have formed NOPEC as a regional council of governments under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Natural Gas Aggregation Program. The operations of the Natural Gas Aggregation Program are described in Section 2 of the Natural Gas Plan, and the governance of the program is described in Section 3 of the Natural Gas Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

1.3.1. Local legislative body passes ordinance(s) or resolution(s) authorizing Natural Gas Aggregation Program for customers;

1.3.2. For the Opt-Out Program, the ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. For the Opt-Out Program, the ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt plan of operation and governance;

1.3.8. For the Opt-Out Program, notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. For the Opt-Out Program, any enrolled customer participating in the Opt-Out Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

1.3.10. Customers may individually enroll in the Opt-In Program by providing their prior consent.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Natural Gas Aggregation Program supplier(s) (the "Supplier(s)"):

1.4.1. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.2. NOPEC selection of Supplier(s) and execution of Supply Contract(s);

1.4.3. For the Opt-Out Program, acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

1.4.4. For the Opt-Out Program, notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.5. For the Opt-Out Program, electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;

1.4.6. For the Opt-Out Program, revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

1.4.7. For the Opt-Out Program, the natural gas distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);

1.4.8. Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

1.4.9. NOPEC and legal and technical advisors monitor contract for compliance;

1.4.10. NOPEC acts to protect interests of participating customers in member communities.

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

The NOPEC member community goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out of the Opt-Out Program or not enroll in the Opt-In Program;
- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To improve quality and reliability of service;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;

- To utilize local government powers and authorities to achieve these goals.

2.2. Natural Gas Aggregation Program Operations

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. NOPEC shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3. Natural Gas Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing oversight for the Natural Gas Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate per mcf (or ccf) NOPEC administrative fee, depending on the unit that is used by the gas distribution company that serves the customer, to cover costs of the Natural Gas Aggregation Program. Such funds will be collected by the Supplier(s) and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Natural Gas Aggregation Program operations.

2.4. Consumer Participation in the Opt-Out Program

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Rule 4901:1-28-01 of the Ohio Administrative Code. Persons ineligible for opt-out governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-out aggregation; and

- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

For the Opt-Out Program, eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. For the Opt-Out Program, such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1. Notification of Consumers

For the Opt-Out Program, prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

For the Opt-Out Program, prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that NOPEC took to authorize the Natural Gas Aggregation Plan.

- 2) A description of the services that NOPEC will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that NOPEC will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of credit and/or deposit requirements, if any.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and
- 11) A consumer-friendly form to check of sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the Opt-Out Program.

2.4.2. Activation of Customer Service in a Member Community

For the Opt-Out Program, the process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers in the member community; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

For the Opt-Out Program, eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.3. New Individual Customers

For the Opt-Out Program, eligible customers who relocate to a NOPEC member community shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

2.4.3.1. Eligible customers who relocate within NOPEC and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

2.4.3.2. An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

2.4.4. Customer Switching Fee

For the Opt-Out Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.4.5. Individual Customer Termination of Participation

For the Opt-Out Program, in addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

2.5. Consumer Participation in the Opt-In Program

An “eligible customer” shall be a customer that is eligible to participate in the Opt-In Program in accordance with R.C. 4929.27 of the Ohio Administrative Code. Persons ineligible for opt-in governmental aggregation include:

- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-in aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

In obtaining customers’ prior consent to join the Opt-In Program, NOPEC will follow the PUCO’s then-applicable rules for marketing, soliciting, and enrolling individual customers to service contracts that comply with the rules for contract disclosure.

2.5.1 Customer Switching Fee

For the Opt-In Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.5.2 Individual Customer Termination of Participation

For the Opt-In Program, consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to leave the Opt-In Program prior to its expiration date may be required to pay an exit fee.

2.6. New Member Communities

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.7. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

The NOPEC Natural Gas Aggregation Program may be terminated for participating customers in two ways:

- 1) Upon the termination or expiration of the natural gas supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of an individual member community to withdraw from its membership in NOPEC.

In any event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

2.9. Customer Care

2.9.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the NOPEC Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new eligible customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.9.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge”. The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.9.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to NOPEC. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

2.9.4. Consumer Protections

Regarding all issues of customer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.9.4.1. Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

2.9.4.2. Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

The following customer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

B. Initiation of Supply Service: Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in NOPEC member communities receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for

ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, NOPEC will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E: Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U S mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

2.9.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Customers may also visit NOPEC's web site at www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with customer protection provisions in the Supply Contract and timely resolution of customer problems.

2.9.4.6. Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of NOPEC, the selected Supplier(s) shall provide a periodic

summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.9.4.7. Modifications to NOPEC's Plan

All material modifications to this Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made by NOPEC without further action by the Assembly or Board of Directors.

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.10.2. Responsibilities

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.10.2.1. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3. Organizational Structure and Governance of the Natural Gas Aggregation Program

3.1. Description of Organization and Management of Natural Gas Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Natural Gas Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms to undertake service acquisition.

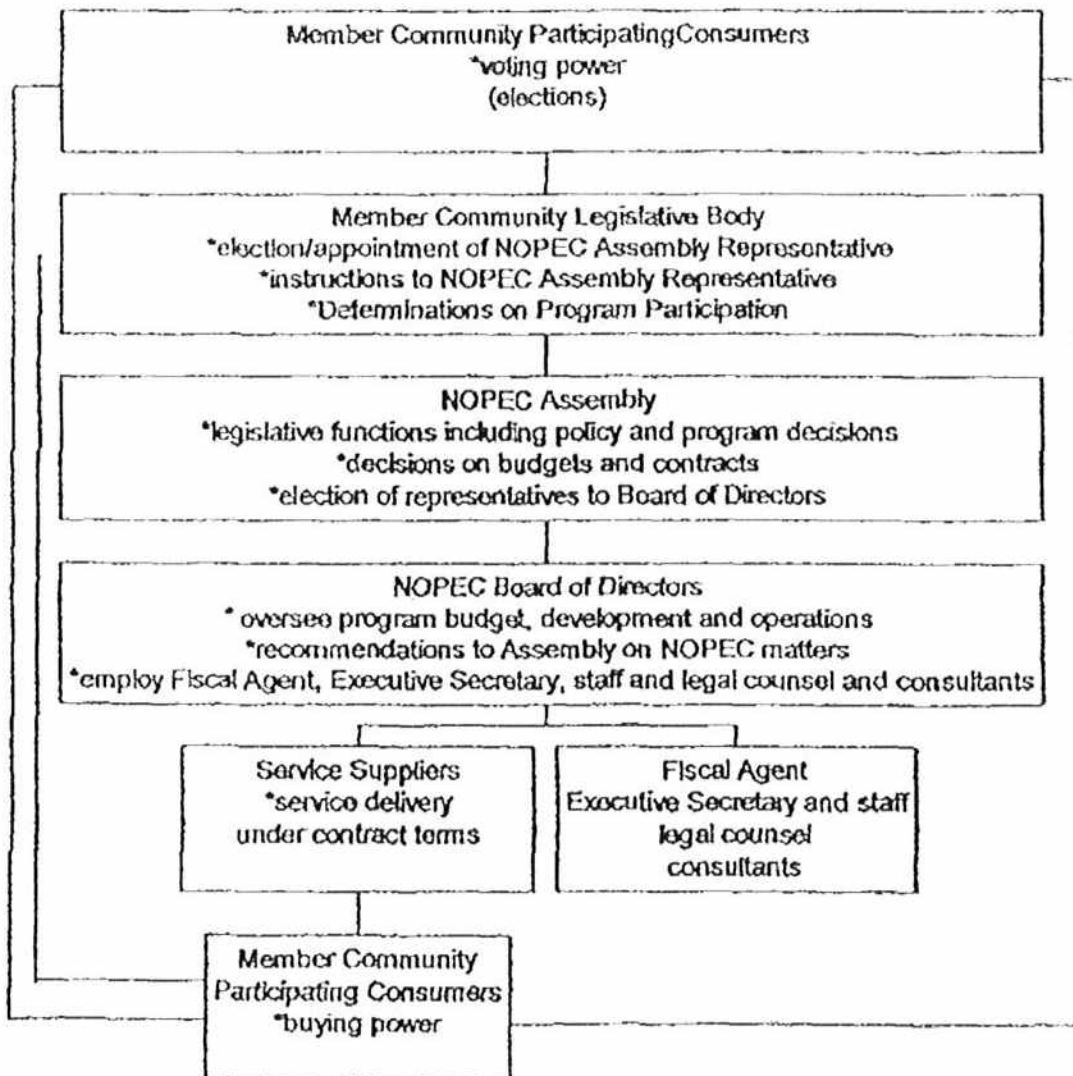
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators..

The Board of Directors of NOPEC oversees the implementation and operation of the Natural Gas Aggregation Program consistent with the provisions of the Ohio Revised Code and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2. Outline of Structure

The following chart represents the organizational structure for the NOPEC Natural Gas Aggregation Program as indicated in the organizational chart. The function of each level is described below.

NOPEC Member Natural Gas Aggregation Program Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government Natural Gas Aggregation Program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Natural Gas Aggregation Program.

3.5. Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

3.6. NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC including decisions on policy, budget, and other matters directed to it by the Board of Directors.

3.7. NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Natural Gas Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Fiscal Agent, Executive Secretary, staff, legal counsel and consultants.

3.8. Fiscal Agent, Executive Director and Staff, Legal Counsel and Consultants

The Fiscal Agent, Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide retail natural gas supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

3.10. Member Community Participating Consumers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and customer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

Northeast Ohio Public Energy Council
NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE
For Member Communities

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its member communities in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Natural Gas Plan is to describe the uniform approach to a customer Natural Gas Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent customer interests in competitive markets for natural gas. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

NOPEC’s Natural Gas Program includes an “opt-out” Natural Gas Aggregation Program (“Opt-Out Program”) and an “opt-in” Natural Gas Aggregation Program (“Opt-In Program”).

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the Opt-Out Program and Opt-In Program, participation is voluntary for each individual customer in a member community. Under the Opt-Out Program, any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter. Under the Opt-In Program, customers may individually enroll in the program by providing their prior consent. New member communities shall have the opportunity to join NOPEC.

The Opt-Out Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) of the Ohio Revised Code. The Opt-In Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.27(B) of the Ohio Revised Code.

1. Overview

1.1. Ohio Law

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. Section 4929.26 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”. The law allows communities

acting as government aggregators to join together and combine their resources for development and implementation of a Natural Gas Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio ("PUCO"). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in NOPEC communities.

1.2. Description of the Natural Gas Aggregation Program

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the "provider of last resort" for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The NOPEC Natural Gas Aggregation Program has an "Opt-Out" Program and an "Opt-In" Program, both of which require authorization of communities and their constituents in a public process. In the Opt-Out Program, all eligible customers will be included in the Natural Gas Aggregation Program unless they choose to "opt-out" as described in section 2.4.1 of this Natural Gas Plan. In the "Opt-In" Program, the customer's prior consent is required and they must "opt-in" to the Opt-In Program.

The Natural Gas Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the opt-out Natural Gas Aggregation Program in a public process as required by law and outlined below in Section 1.3 of the Natural Gas Plan. At the regional level, communities wishing to proceed jointly with a Natural Gas Aggregation Program have formed NOPEC as a regional council of governments under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Natural Gas Aggregation Program. The operations of the Natural Gas Aggregation Program are described in Section 2 of the Natural Gas Plan, and the governance of the program is described in Section 3 of the Natural Gas Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

1.3.1. Local legislative body passes ordinance(s) or resolution(s) authorizing Natural Gas Aggregation Program for customers;

1.3.2. For the Opt-Out Program, the ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. For the Opt-Out Program, the ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt plan of operation and governance;

1.3.8. For the Opt-Out Program, notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. For the Opt-Out Program, any enrolled customer participating in the Opt-Out Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

1.3.10. Customers may individually enroll in the Opt-In Program by providing their prior consent.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Natural Gas Aggregation Program supplier(s) (the "Supplier(s)"):

1.4.1. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.2. NOPEC selection of Supplier(s) and execution of Supply Contract(s);

1.4.3. For the Opt-Out Program, acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

1.4.4. For the Opt-Out Program, notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.5. For the Opt-Out Program, electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;

1.4.6. For the Opt-Out Program, revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

1.4.7. For the Opt-Out Program, the natural gas distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);

1.4.8. Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

1.4.9. NOPEC and legal and technical advisors monitor contract for compliance;

1.4.10. NOPEC acts to protect interests of participating customers in member communities.

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

The NOPEC member community goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out of the Opt-Out Program or not enroll in the Opt-In Program;
- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To improve quality and reliability of service;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;

- To utilize local government powers and authorities to achieve these goals.

2.2. Natural Gas Aggregation Program Operations

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. NOPEC shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3. Natural Gas Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing oversight for the Natural Gas Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate per mcf (or ccf) NOPEC administrative fee, depending on the unit that is used by the gas distribution company that serves the customer, to cover costs of the Natural Gas Aggregation Program. Such funds will be collected by the Supplier(s) and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Natural Gas Aggregation Program operations.

2.4. Consumer Participation in the Opt-Out Program

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Rule 4901:1-28-01 of the Ohio Administrative Code. Persons ineligible for opt-out governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-out aggregation; and

- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

For the Opt-Out Program, eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. For the Opt-Out Program, such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1. Notification of Consumers

For the Opt-Out Program, prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

For the Opt-Out Program, prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that NOPEC took to authorize the Natural Gas Aggregation Plan.

- 2) A description of the services that NOPEC will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that NOPEC will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of credit and/or deposit requirements, if any.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and
- 11) A consumer-friendly form to check off sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the Opt-Out Program.

2.4.2. Activation of Customer Service in a Member Community

For the Opt-Out Program, the process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers in the member community; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

For the Opt-Out Program, eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.3. New Individual Customers

For the Opt-Out Program, eligible customers who relocate to a NOPEC member community shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

2.4.3.1. Eligible customers who relocate within NOPEC and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

2.4.3.2. An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

2.4.4. Customer Switching Fee

For the Opt-Out Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.4.5. Individual Customer Termination of Participation

For the Opt-Out Program, in addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

2.5. Consumer Participation in the Opt-In Program

An “eligible customer” shall be a customer that is eligible to participate in the Opt-In Program in accordance with R.C. 4929.27 of the Ohio Administrative Code. Persons ineligible for opt-in governmental aggregation include:

- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-in aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

In obtaining customers’ prior consent to join the Opt-In Program, NOPEC will follow the PUCO’s then-applicable rules for marketing, soliciting, and enrolling individual customers to service contracts that comply with the rules for contract disclosure.

2.5.1 Customer Switching Fee

For the Opt-In Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.5.2 Individual Customer Termination of Participation

For the Opt-In Program, consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to leave the Opt-In Program prior to its expiration date may be required to pay an exit fee.

2.6. New Member Communities

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.7. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

The NOPEC Natural Gas Aggregation Program may be terminated for participating customers in two ways:

- 1) Upon the termination or expiration of the natural gas supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of an individual member community to withdraw from its membership in NOPEC.

In any event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

2.9. Customer Care

2.9.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the NOPEC Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new eligible customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.9.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge”. The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.9.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to NOPEC. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

2.9.4. Consumer Protections

Regarding all issues of customer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.9.4.1. Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

2.9.4.2. Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

The following customer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

B. Initiation of Supply Service: Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in NOPEC member communities receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for

ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, NOPEC will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E: Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U S mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

2.9.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Customers may also visit NOPEC's web site at www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with customer protection provisions in the Supply Contract and timely resolution of customer problems.

2.9.4.6. Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of NOPEC, the selected Supplier(s) shall provide a periodic

summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.9.4.7. Modifications to NOPEC's Plan

All material modifications to this Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made by NOPEC without further action by the Assembly or Board of Directors.

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.10.2. Responsibilities

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.10.2.1. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3. Organizational Structure and Governance of the Natural Gas Aggregation Program

3.1. Description of Organization and Management of Natural Gas Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Natural Gas Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms to undertake service acquisition.

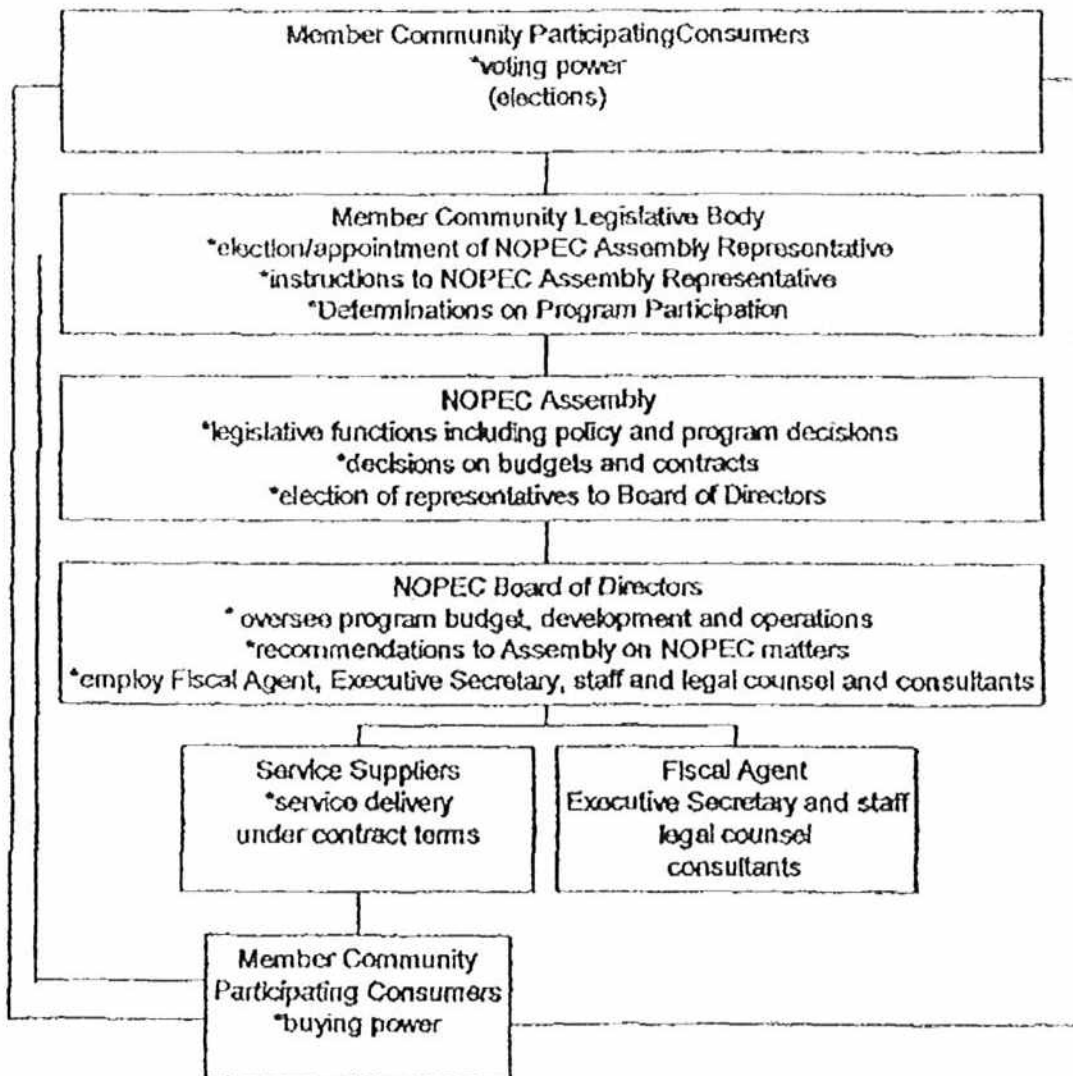
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators..

The Board of Directors of NOPEC oversees the implementation and operation of the Natural Gas Aggregation Program consistent with the provisions of the Ohio Revised Code and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2. Outline of Structure

The following chart represents the organizational structure for the NOPEC Natural Gas Aggregation Program as indicated in the organizational chart. The function of each level is described below.

NOPEC Member Natural Gas Aggregation Program Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government Natural Gas Aggregation Program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Natural Gas Aggregation Program.

3.5. Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

3.6. NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC including decisions on policy, budget, and other matters directed to it by the Board of Directors.

3.7. NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Natural Gas Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Fiscal Agent, Executive Secretary, staff, legal counsel and consultants.

3.8. Fiscal Agent, Executive Director and Staff, Legal Counsel and Consultants

The Fiscal Agent, Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide retail natural gas supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

3.10. Member Community Participating Consumers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and customer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.



September 12, 2022

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

Subject: Construction Observation Services for Eastwood Sanitary Sewer

Dear Mr. Dorman,

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to offer construction services for the referenced project as follows:

Preconstruction

- EMH&T will assist the City by leading the preconstruction conference with the developer, contractor, developer's engineer, and City Staff.
 - Assist in the preparation of the meeting agenda
 - Lead the discussion at the preconstruction meeting
 - Prepare meeting minutes and distribute them to all attendees

Construction Inspection

- EMH&T will provide full-time construction representation for portions of work that affect the public right-of-way or public utilities. These items include:
 - Sanitary sewer mainline and lateral connection.
 - Jack and Bore operation across East Main Street.
- EMH&T will provide part-time inspection for the following items:
 - Private sewer lateral from the tap to the building foundation
 - Oversee and witness the mandrel of the sanitary sewer main
- EMH&T will monitor the debris on roadway, and city easements, and report any issues to the project superintendent.
- EMH&T will coordinate required material testing with a subconsultant.
- We will conduct routine checks on maintenance of traffic controls.
- Respond to city and or/ resident concerns as it relates to the development in a reasonable period of time

Project Close-out

- Prepare a punch list once the project is substantially complete and submit it to the developer. Upon re-inspection of punch list completion, send a letter to the City recommending acceptance of the project.
- Perform 1-year Warranty Punch list; re-inspect upon developer's contractor completing, and recommend approval to the City.
- EMH&T will stay in contact with the developer and their engineer during project close-out and the one-year warranty period to ensure that punchlist items are completed in a timely manner.

We propose to provide these services for the estimated amount of \$55,600, which is based on our understanding of the project and estimate of hours to complete the proposed construction work. This is an estimate and our actual cost may exceed this amount if the project is extended over a longer period of time or unusual circumstances are encountered. Work will be billed on an hourly basis per the fee schedule in the existing agreement with the City. EMH&T will monitor or budget throughout the course of construction and notify the City if we believe that the deposit amount will be exceeded.

EMH&T's schedule for on-site construction representation is dictated by the contractor / developer's schedule for completion of this project. Should the contractor's schedule require EMH&T personnel to exceed a standard 40 hour work week, it is understood that overtime, as outlined in our Professional Services Agreement, is authorized by the City of Reynoldsburg.

We appreciate the opportunity to assist the City on this project. If this description and proposal meet with your approval, please authorize with your signature below. We will not start work until we receive copies of the signed/approved plans and your authorization signifying that all permits have been issued and funds for inspection services have been deposited by the developer.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed

Authorized Signature

Print Name and Date

Copies: Shelley Slota, City of Reynoldsburg
Jacob Brooks, EMH&T, Inc.



September 12, 2022

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

Subject: Construction Observation Services for Eastwood Street, Storm & Water Improvements

Dear Mr. Dorman,

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to offer construction services for the referenced project as follows:

Preconstruction

- EMH&T will assist the City by leading the preconstruction conference with the developer, contractor, developer's engineer, and City Staff.
 - Assist in the preparation of the meeting agenda
 - Lead the discussion at the preconstruction meeting
 - Prepare meeting minutes and distribute them to all attendees

Construction Inspection

- EMH&T will provide full-time construction representation for portions of work that affect the public right-of-way or public utilities. These items include:
 - Water Main installation including valves and fire hydrants.
 - Jack and Bore operation for water main across East Main Street.
 - Construction of Eastwood Drive and Little Jordan Way including curb and paving and installation of driveways into private development areas.
 - Any public sidewalk, shared use path, curb ramp installation.
 - Installation of storm sewer, culverts and associated storm sewer structures.
- EMH&T will provide part-time inspection for the following items:
 - Private storm improvements including the detention/water quality basins.
 - Oversee and witness the mandrel of the public storm sewer.
 - Installation of signage and/or striping
- EMH&T will monitor the debris on roadway, and city easements, and report any issues to the project superintendent.
- EMH&T will coordinate required material testing with a subconsultant.
- We will conduct routine checks on maintenance of traffic controls.
- Respond to City and or/ resident concerns as it relates to the development in a reasonable period of time

Project Close-out

- Prepare a punch list once the project is substantially complete and submit it to the developer. Upon re-inspection of punch list completion, send a letter to the City recommending acceptance of the project.

- Perform 1-year Warranty Punch list; re-inspect upon developer's contractor completing, and recommend approval to the City.
- EMH&T will stay in contact with the developer and their engineer during project close-out and the one-year warranty period to ensure that punchlist items are completed in a timely manner.

We propose to provide these services for the estimated amount of \$70,850, which is based on our understanding of the project and estimate of hours to complete the proposed construction work. This is an estimate and our actual cost may exceed this amount if the project is extended over a longer period of time or unusual circumstances are encountered. Work will be billed on an hourly basis per the fee schedule in the existing agreement with the City. EMH&T will monitor or budget throughout the course of construction and notify the City if we believe that the deposit amount will be exceeded.

EMH&T's schedule for on-site construction representation is dictated by the contractor / developer's schedule for completion of this project. Should the contractor's schedule require EMH&T personnel to exceed a standard 40 hour work week, it is understood that overtime, as outlined in our Professional Services Agreement, is authorized by the City of Reynoldsburg.

We appreciate the opportunity to assist the City on this project. If this description and proposal meet with your approval, please authorize with your signature below. We will not start work until we receive copies of the signed/approved plans and your authorization signifying that all permits have been issued and funds for inspection services have been deposited by the developer.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed

Authorized Signature

Print Name and Date

Copies: Shelley Slota, City of Reynoldsburg
Jacob Brooks, EMH&T, Inc.

CITY OF REYNOLDSBURG, OHIO													
2023 Street Program													
EMH&T JN: 2022-1016													
Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A: Base Bid - Various Locations													
A-1	CMSC	203	Roadway Excavation, Including Pavement Removal	9,250	C.Y.	\$30.00	\$277,500.00	\$42.00	\$388,500.00	\$35.05	\$324,212.50	B	
A-2	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	100	C.Y.	\$40.00	\$4,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A-3	CMSC	204*	Granular Embankment, No. 2 Limestone	100	C.Y.	\$50.00	\$5,000.00	\$75.00	\$7,500.00	\$53.00	\$5,300.00		
A-4	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	25,930	S.Y.	\$2.50	\$64,825.00	\$2.00	\$51,860.00	\$3.25	\$84,272.50		
A-5	CMSC	204	Subgrade Compaction	25,930	S.Y.	\$2.00	\$51,860.00	\$0.25	\$6,482.50	\$1.37	\$35,524.10		
A-6	CMSC	253*	Residential Full Depth Pavement Repair (Spot), without Surface Course, As Directed By Engineer	418	S.Y.	\$105.00	\$43,890.00	\$120.00	\$50,160.00	\$145.00	\$60,610.00		
A-7	CMSC	253*	Arterial Full Depth Pavement Repair (Spot), with Surface Course, As Directed By Engineer	554	S.Y.	\$135.00	\$74,790.00	\$137.00	\$75,898.00	\$250.00	\$138,500.00		
A-8	CMSC	254	Pavement Planing, T=1.5"	898	S.Y.	\$5.00	\$4,490.00	\$6.00	\$5,388.00	\$7.19	\$6,456.62		
A-9	CMSC	254	Pavement Planing, (3' Profile Edge Mill @ Tie-In Joints)	54	S.Y.	\$8.00	\$432.00	\$60.00	\$3,240.00	\$51.86	\$2,800.44		
A-10	CMSC	254	Pavement Planing, To Concrete Base, 2.5"+/-	11,620	S.Y.	\$5.00	\$58,100.00	\$3.50	\$40,670.00	\$3.19	\$37,067.80		
A-11	CMSC	301	Asphalt Concrete Base, T=3"	2,369	C.Y.	\$170.00	\$402,730.00	\$196.00	\$464,324.00	\$220.38	\$522,080.22		
A-12	CMSC	304	Aggregate Base, T=6"	4,323	C.Y.	\$70.00	\$302,610.00	\$64.00	\$276,672.00	\$59.74	\$258,256.02		
A-13	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,142	Gal	\$4.50	\$23,139.00	\$4.00	\$20,568.00	\$4.50	\$23,139.00		
A-14	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	5,230	LF.	\$10.50	\$54,915.00	\$5.86	\$30,647.80	\$6.04	\$31,589.20		
A-15	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,420	C.Y.	\$220.00	\$312,400.00	\$242.00	\$343,640.00	\$252.38	\$358,379.60		
A-16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	399	C.Y.	\$210.00	\$83,790.00	\$242.00	\$96,558.00	\$252.38	\$100,699.62		
A-17	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.25", PG 64-22	508	C.Y.	\$220.00	\$111,760.00	\$242.00	\$122,936.00	\$252.38	\$128,209.04		
A-18	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.75"	712	C.Y.	\$200.00	\$142,400.00	\$217.00	\$154,504.00	\$233.38	\$166,166.56		
A-19	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	295	S.Y.	\$120.00	\$35,400.00	\$98.00	\$28,910.00	\$115.36	\$34,031.20		
A-20	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=8-in (Commercial), Class "COC MS"	128	S.Y.	\$140.00	\$17,920.00	\$115.00	\$14,720.00	\$125.66	\$16,084.48		
A-21	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	7	E.A.	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$360.50	\$2,523.50		
A-22	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	20	E.A.	\$250.00	\$5,000.00	\$132.00	\$2,640.00	\$309.00	\$6,180.00		
A-23	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	3,000	S.F.	\$18.00	\$54,000.00	\$11.50	\$34,500.00	\$14.42	\$43,260.00		
A-24	CMSC	609	18" Straight Curb, (Per R-8)	1,256	LF.	\$50.00	\$62,800.00	\$30.00	\$37,680.00	\$39.14	\$49,159.84		
A-25	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	6,449	LF.	\$35.00	\$225,715.00	\$30.00	\$193,470.00	\$42.44	\$273,695.56		
A-26	CMSC	609	Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	460	LF.	\$35.00	\$16,100.00	\$31.50	\$14,490.00	\$54.28	\$24,968.80		
A-27	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,300	LF.	\$45.00	\$58,500.00	\$47.00	\$61,100.00	\$55.62	\$72,306.00		
A-28	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	5,817	LF.	\$40.00	\$232,680.00	\$29.00	\$168,693.00	\$44.03	\$256,122.51		
A-29	CMSC	644	Crosswalks, 12" White	1,040	LF.	\$4.50	\$4,680.00	\$3.95	\$4,108.00	\$4.07	\$4,232.80		
A-30	CMSC	644	Stop Bars, 24" White	300	LF.	\$10.00	\$3,000.00	\$9.20	\$2,760.00	\$9.48	\$2,844.00		
A-31	CMSC	644	Center Line, 4" Yellow	1.5	Mile	\$7,500.00	\$11,250.00	\$7,590.00	\$11,385.00	\$7,817.70	\$11,726.55		
A-32	CMSC	644	Lane Arrow, White	1	E.A.	\$100.00	\$100.00	\$110.00	\$110.00	\$113.30	\$113.30		
A-33	CMSC	644	Word "ONLY", White	1	E.A.	\$100.00	\$100.00	\$140.00	\$140.00	\$144.20	\$144.20		
A-34	CMSC	644	Lane Line, 4" White	1,050	LF.	\$3.00	\$3,150.00	\$0.55	\$577.50	\$0.57	\$598.50		
A-35	CMSC	644	Parking Lot Stall Marking	140	LF.	\$2.00	\$280.00	\$3.00	\$420.00	\$3.09	\$432.60		
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - BASE BID = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$2,752,106.00 NA		\$2,723,901.80 NA		\$2,794,669.06 \$3,086,730.06		No Bid NA	
Contract A: Additional Bid 1 - Sidewalk Program Various Locations													
A1-1	CMSC	201*	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00		
A1-2	CMSC	201*	Tree Removal	5	E.A.	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00		
A1-3	CMSC	259*	Driveway Replacement, Type 3A Asphalt, Per R-3	125	S.Y.	\$75.00	\$9,375.00	\$128.00	\$16,000.00	\$150.63	\$18,828.75		
A1-4	CMSC	259*	Driveway Replacement, Type 3B Concrete, Per R-3	111	S.Y.	\$90.00	\$9,990.00	\$135.00	\$14,985.00	\$115.36	\$12,804.96		
A1-5	CMSC	452*	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	300	S.Y.	\$85.00	\$25,500.00	\$135.00	\$40,500.00	\$125.66	\$37,698.00		
A1-6	CMSC	608	Remove and Replace 4" Concrete Walk, Per R-9, COC 5	23,960	S.F.	\$17.00	\$407,320.00	\$13.50	\$323,460.00	\$13.39	\$320,824.40		
A1-7	CMSC	608	Remove and Replace 6" Concrete Walk, Per R-9, COC MS	6,483	S.F.	\$20.00	\$129,660.00	\$15.00	\$97,245.00	\$15.45	\$100,162.35		
A1-8	CMSC	666*	Pruning Existing Tree	10	E.A.	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00		

CITY OF REYNOLDSBURG, OHIO													
2023 Street Program													
EMH&T JN: 2022-1016													
Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A1-9	SPEC	SPEC	Sidewalk Panel Chamfer Sawcut	924	L.F.	\$28.00	\$25,872.00	\$28.00	\$25,872.00	\$31.50	\$29,106.00		
A1-10	SPEC	SPEC	Slab-Jacking	670	S.F.	\$10.00	\$6,700.00	\$6.00	\$4,020.00	\$20.00	\$13,400.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =		\$625,917.00 NA		\$529,282.00 NA		\$552,824.46 NA	
Contract A: Additional Bid 2 – Huber Park Trail Realignment													
A2-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00		
A2-2	CMSC	202	Existing Asphalt Path Removed	1,600	S.Y.	\$15.00	\$24,000.00	\$15.00	\$24,000.00	\$7.16	\$11,456.00		
A2-3	CMSC	202	Existing Pipe Removed	35	L.F.	\$30.00	\$1,050.00	\$20.00	\$700.00	\$36.71	\$1,284.85		
A2-4	CMSC	203	Excavation and Embankment	1	L.S.	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00	\$36,019.80	\$36,019.80		
A2-5	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$52.35	\$5,235.00		
A2-6	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$57.15	\$5,715.00		
A2-7	CMSC	207	Sediment and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00		
A2-8	CMSC	604	Catch Basin, Per ST-13	1	Ea.	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$1,788.72	\$1,788.72		
A2-9	CMSC	608	10' Wide Asphalt Shared Use Path, Per R-20	14,502	SF	\$8.00	\$116,016.00	\$5.75	\$83,386.50	\$9.00	\$130,518.00		
A2-10	CMSC	614	Maintaining Pedestrian Traffic	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00		
A2-11	CMSC	623	Construction Layout Staking	1	L.S.	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$4,000.00	\$4,000.00		
A2-12	CMSC	630	Relocate Sign and Support	1	Ea.	\$200.00	\$200.00	\$100.00	\$100.00	\$300.00	\$300.00		
A2-13	CMSC	653	Topsoil Furnished and Placed (T = 3")	325	C.Y.	\$65.00	\$21,125.00	\$78.00	\$25,350.00	\$100.00	\$32,500.00		
A2-14	CMSC	655	Tree Protection during Construction	1	L.S.	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00		
A2-15	CMSC	659	Seeding and Mulching	3,890	S.Y.	\$2.50	\$9,725.00	\$1.50	\$5,835.00	\$3.50	\$13,615.00		
A2-16	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 911 Backfill	67	L.F.	\$120.00	\$8,040.00	\$94.00	\$6,298.00	\$112.45	\$7,534.15		
A2-17	SPEC	SPEC	Bench Relocated w/ Concrete Pad	1	Ea.	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$275,156.00 NA		\$189,169.50 NA		\$264,466.52 NA	
Contract A: Additional Bid 3 – SR 256 - Radar Improvements													
A3-1	ODOT	625*	Conduit, For Replacement, 725.051	200	L.F.	\$40.00	\$8,000.00	\$26.09	\$5,218.00	\$26.87	\$5,374.00		
A3-2	ODOT	633	Conduit, For Tie-Ins/Connections	1	L.S.	\$2,500.00	\$2,500.00	\$5,769.34	\$5,769.34	\$6,542.42	\$6,542.42		
A3-3	ODOT-SS	809	Stop Line Radar Detection	8	Ea.	\$8,500.00	\$68,000.00	\$9,512.94	\$76,103.52	\$9,798.33	\$78,386.64		
A3-4	ODOT-SS	809	Advance Radar Detection	6	Ea.	\$9,000.00	\$54,000.00	\$9,935.71	\$59,614.26	\$10,233.78	\$61,402.68		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$132,500.00 NA		\$146,705.00 \$146,705.12		\$151,705.74 NA	
Contract A: Additional Bid 4 – Lexleigh, Lexdale, & Barlett													
A4-1	CMSC	203	Roadway Excavation, Including Pavement Removal	3,097	C.Y.	\$30.00	\$92,910.00	\$43.00	\$133,171.00	\$38.66	\$119,730.02		
A4-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	9,690	S.Y.	\$2.50	\$24,225.00	\$2.00	\$19,380.00	\$3.00	\$29,070.00		
A4-3	CMSC	204	Subgrade Compaction	9,690	S.Y.	\$2.00	\$19,380.00	\$0.25	\$2,422.50	\$1.46	\$14,147.40		
A4-4	CMSC	301	Asphalt Concrete Base, T=3"	809	C.Y.	\$170.00	\$137,530.00	\$192.00	\$155,328.00	\$221.90	\$179,517.10		
A4-5	CMSC	304	Aggregate Base, T=6"	1,616	C.Y.	\$70.00	\$113,120.00	\$62.00	\$100,192.00	\$59.20	\$95,667.20		
A4-6	CMSC	407	Trackless Tack Coat (0.1 Gal/SY)	969	Gal	\$4.50	\$4,360.50	\$4.00	\$3,876.00	\$4.50	\$4,360.50		
A4-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	405	C.Y.	\$220.00	\$89,100.00	\$242.00	\$98,010.00	\$253.90	\$102,829.50		
A4-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	218	S.Y.	\$120.00	\$26,160.00	\$93.50	\$20,383.00	\$104.03	\$22,678.54		
A4-9	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	6	E.A.	\$400.00	\$2,400.00	\$450.00	\$2,700.00	\$334.75	\$2,008.50		
A4-10	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	16	E.A.	\$250.00	\$4,000.00	\$132.00	\$2,112.00	\$309.00	\$4,944.00		
A4-11	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	2,400	S.F.	\$18.00	\$43,200.00	\$11.50	\$27,600.00	\$10.56	\$25,344.00		
A4-12	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	5,912	L.F.	\$35.00	\$206,920.00	\$30.00	\$177,360.00	\$42.44	\$250,905.28		

CITY OF REYNOLDSBURG, OHIO															
2023 Street Program															
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Bids Received: March 17, 2023															
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145			
						Price	Extension	Price	Extension	Price	Extension	Price	Extension		
A4-13	CMSC	644	Crosswalks, 12" White	400	LF.	\$4.50	\$1,800.00	\$3.95	\$1,580.00	\$4.07	\$1,628.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4= CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$765,105.50 NA		\$744,114.50 NA		\$852,830.04 NA		No Bid NA	
Contract A: Additional Bid 5 – Rider & Retton Court															
A5-1	CMSC	203	Roadway Excavation, Including Pavement Removal	564	C.Y.	\$30.00	\$16,920.00	\$56.00	\$31,584.00	\$42.45	\$23,941.80				
A5-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	1,760	S.Y.	\$2.50	\$4,400.00	\$2.00	\$3,520.00	\$3.00	\$5,280.00				
A5-3	CMSC	204	Subgrade Compaction	1,760	S.Y.	\$2.00	\$3,520.00	\$0.25	\$440.00	\$2.54	\$4,470.40				
A5-4	CMSC	301	Asphalt Concrete Base, T=3"	148	C.Y.	\$170.00	\$25,160.00	\$226.00	\$33,448.00	\$274.06	\$40,560.88				
A5-5	CMSC	304	Aggregate Base, T=6"	294	C.Y.	\$70.00	\$20,580.00	\$69.00	\$20,286.00	\$80.20	\$23,578.80				
A5-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	176	Gal	\$4.50	\$792.00	\$4.00	\$704.00	\$4.50	\$792.00				
A5-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	74	C.Y.	\$220.00	\$16,280.00	\$242.00	\$17,908.00	\$306.06	\$22,648.44				
A5-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	37	S.Y.	\$120.00	\$4,440.00	\$103.00	\$3,811.00	\$115.36	\$4,268.32				
A5-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A5-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A5-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	954	LF.	\$35.00	\$33,390.00	\$36.50	\$34,821.00	\$42.44	\$40,487.76				
A5-12	CMSC	644	Crosswalks, 12" White	100	LF.	\$4.50	\$450.00	\$3.95	\$395.00	\$4.07	\$407.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 =		\$137,732.00 NA		\$154,345.00 NA		\$176,323.40 NA		No Bid NA	
Contract A: Additional Bid 6 – Marlan Avenue															
A6-1	CMSC	203	Roadway Excavation, Including Pavement Removal	952	C.Y.	\$30.00	\$28,560.00	\$43.00	\$40,936.00	\$44.76	\$42,611.52				
A6-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,980	S.Y.	\$2.50	\$7,450.00	\$2.00	\$5,960.00	\$3.00	\$8,940.00				
A6-3	CMSC	204	Subgrade Compaction	2,980	S.Y.	\$2.00	\$5,960.00	\$0.25	\$745.00	\$1.10	\$3,278.00				
A6-4	CMSC	301	Asphalt Concrete Base, T=3"	249	C.Y.	\$170.00	\$42,330.00	\$196.00	\$48,804.00	\$204.96	\$51,035.04				
A6-5	CMSC	304	Aggregate Base, T=6"	497	C.Y.	\$70.00	\$34,790.00	\$66.00	\$32,802.00	\$64.80	\$32,205.60				
A6-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	298	Gal	\$4.50	\$1,341.00	\$4.00	\$1,192.00	\$4.50	\$1,341.00				
A6-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	125	C.Y.	\$220.00	\$27,500.00	\$242.00	\$30,250.00	\$236.96	\$29,620.00				
A6-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	67	S.Y.	\$120.00	\$8,040.00	\$103.00	\$6,901.00	\$115.36	\$7,729.12				
A6-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A6-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A6-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,101	LF.	\$35.00	\$73,535.00	\$30.00	\$63,030.00	\$42.44	\$89,166.44				
A6-12	CMSC	644	Crosswalks, 12" White	200	LF.	\$4.50	\$900.00	\$3.95	\$790.00	\$4.07	\$814.00				
A6-13	CMSC	644	Stop Bars, 24" White	45	LF.	\$10.00	\$450.00	\$9.20	\$414.00	\$9.48	\$426.60				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 =		\$242,656.00 NA		\$239,252.00 NA		\$277,055.32 NA		No Bid NA	
Contract A: Additional Bid 7 – Saratoga Avenue															
A7-1	CMSC	203	Roadway Excavation, Including Pavement Removal	946	C.Y.	\$30.00	\$28,380.00	\$43.00	\$40,678.00	\$45.04	\$42,607.84				
A7-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,959	S.Y.	\$2.50	\$7,397.50	\$2.00	\$5,918.00	\$3.00	\$8,877.00				
A7-3	CMSC	204	Subgrade Compaction	2,959	S.Y.	\$2.00	\$5,918.00	\$0.25	\$739.75	\$1.11	\$3,284.49				
A7-4	CMSC	301	Asphalt Concrete Base, T=3"	247	C.Y.	\$170.00	\$41,990.00	\$194.00	\$47,918.00	\$205.40	\$50,733.80				
A7-5	CMSC	304	Aggregate Base, T=6"	494	C.Y.	\$70.00	\$34,580.00	\$66.00	\$32,604.00	\$64.94	\$32,080.36				
A7-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	296	Gal	\$4.50	\$1,332.00	\$4.00	\$1,184.00	\$4.50	\$1,332.00				
A7-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	124	C.Y.	\$220.00	\$27,280.00	\$242.00	\$30,008.00	\$237.40	\$29,437.60				
A7-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	80	S.Y.	\$120.00	\$9,600.00	\$103.00	\$8,240.00	\$115.36	\$9,228.80				
A7-9	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,057	LF.	\$35.00	\$71,995.00	\$30.00	\$61,710.00	\$42.44	\$87,299.08				

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
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						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A7-10	CMSC	644	Crosswalks, 12" White	50	LF.	\$4.50	\$225.00	\$3.95	\$197.50	\$4.07	\$203.50		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 =		\$228,697.50 NA		\$229,197.25 NA		\$265,084.47 NA	
Contract A: Additional Bid 8 – Broadwyn Drive Reconstruction													
A8-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$8,000.00	\$8,000.00	\$300.00	\$300.00	\$3,500.00	\$3,500.00		
A8-2	CMSC	202	Existing Curb Removed	1,400	LF.	\$6.00	\$8,400.00	\$12.00	\$16,800.00	\$8.21	\$11,494.00		
A8-3	CMSC	202	Existing Driveway Approach Removed	333	S.Y.	\$15.00	\$4,995.00	\$9.00	\$2,997.00	\$24.88	\$8,285.04		
A8-4	CMSC	202	Existing Sidewalk Removed	10,400	S.F.	\$3.00	\$31,200.00	\$2.00	\$20,800.00	\$2.39	\$24,856.00		
A8-5	CMSC	202	Existing Catch Basin Removed	9	Ea.	\$500.00	\$4,500.00	\$150.00	\$1,350.00	\$498.36	\$4,485.24		
A8-6	CMSC	202	Existing Storm Manhole Removed	2	Ea.	\$500.00	\$1,000.00	\$150.00	\$300.00	\$1,020.72	\$2,041.44		
A8-7	CMSC	202	Existing Pipe Removed	450	LF.	\$30.00	\$13,500.00	\$19.00	\$8,550.00	\$35.22	\$15,849.00		
A8-8	CMSC	202	Existing Pipe Abandoned (filled with LSMB)	1,500	LF.	\$10.00	\$15,000.00	\$9.00	\$13,500.00	\$6.12	\$9,180.00		
A8-9	CMSC	203	Roadway Excavation/Embankment, Including Pavement Removal, As Per Plan	1	L.S.	\$70,000.00	\$70,000.00	\$119,000.00	\$119,000.00	\$47,887.08	\$47,887.08		
A8-10	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A8-11	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$80.00	\$8,000.00	\$55.23	\$5,523.00		
A8-12	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	50	C.Y.	\$40.00	\$2,000.00	\$75.00	\$3,750.00	\$50.43	\$2,521.50		
A8-13	CMSC	204*	Granular Embankment (No. 2 Limestone)	50	C.Y.	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$53.00	\$2,650.00		
A8-14	CMSC	204*	Geogrid: Tensar BX-1300, Approved Equal	700	S.Y.	\$10.00	\$7,000.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00		
A8-15	CMSC	204	Subgrade Compaction	3,240	S.Y.	\$2.50	\$8,100.00	\$0.25	\$810.00	\$2.22	\$7,192.80		
A8-16	CMSC	204	Proof Rolling	4	Hr.	\$120.00	\$480.00	\$200.00	\$800.00	\$81.78	\$327.12		
A8-17	CMSC	207	Sediment Fence	2,500	LF.	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$4.00	\$10,000.00		
A8-18	CMSC	207	Inlet Protection, Catch Basin	10	Ea.	\$200.00	\$2,000.00	\$50.00	\$500.00	\$100.00	\$1,000.00		
A8-19	CMSC	207	Inlet Protection, Curb and Gutter	8	Ea.	\$200.00	\$1,600.00	\$60.00	\$480.00	\$100.00	\$800.00		
A8-20	CMSC	207	Concrete Washout	1	Ea.	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$350.00	\$350.00		
A8-21	CMSC	207*	Construction Seeding and Mulching, As Directed	1,900	S.Y.	\$1.50	\$2,850.00	\$0.50	\$950.00	\$3.50	\$6,650.00		
A8-22	CMSC	259	Pavement Replacement, Type 2B Asphalt per R-2	200	S.Y.	\$90.00	\$18,000.00	\$90.00	\$18,000.00	\$165.00	\$33,000.00		
A8-23	CMSC	259	Driveway Replacement, Type 3A Asphalt per R-3	16	S.Y.	\$75.00	\$1,200.00	\$135.00	\$2,160.00	\$150.63	\$2,410.08		
A8-24	CMSC	259	Driveway Replacement, Type 3B Concrete per R-3	53	S.Y.	\$90.00	\$4,770.00	\$178.00	\$9,434.00	\$115.36	\$6,114.08		
A8-25	CMSC	259	Driveway Replacement, Type 3C Gravel per R-3	51	S.Y.	\$55.00	\$2,805.00	\$45.00	\$2,295.00	\$40.00	\$2,040.00		
A8-26	CMSC	301	Asphalt Concrete Base (T=5")	399	C.Y.	\$175.00	\$69,825.00	\$193.00	\$77,007.00	\$214.56	\$85,609.44		
A8-27	CMSC	301	Asphalt Concrete Base (T=3")	31	C.Y.	\$175.00	\$5,425.00	\$375.00	\$11,625.00	\$214.56	\$6,651.36		
A8-28	CMSC	304	Aggregate Base, Roadway (T=6")	540	C.Y.	\$55.00	\$29,700.00	\$93.00	\$50,220.00	\$68.42	\$36,946.80		
A8-29	CMSC	407	Non-Tracking Tack Coat (0.1 Gal / SY)	287	Gal.	\$4.50	\$1,291.50	\$4.00	\$1,148.00	\$4.50	\$1,291.50		
A8-30	CMSC	441	Asphalt Concrete, Intermediate Course Type 2 (448), PG 64-22 (T=1.75")	140	C.Y.	\$215.00	\$30,100.00	\$225.00	\$31,500.00	\$227.56	\$31,858.40		
A8-31	CMSC	441	Asphalt Concrete, Surface Course (448), PG 64-22, (T=1.25")	113	C.Y.	\$205.00	\$23,165.00	\$305.00	\$34,465.00	\$246.56	\$27,861.28		
A8-32	CMSC	452	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	240	S.Y.	\$85.00	\$20,400.00	\$110.00	\$26,400.00	\$115.36	\$27,686.40		
A8-33	CMSC	452	Commercial/Alley Concrete Drive Approach, Class MS, Per R-11 (T=8")	110	S.Y.	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$125.66	\$13,822.60		
A8-34	CMSC	603	3" Roof Drain Connection, Type E, (Per COC Std Dwg 2320), As Per Plan	632	LF.	\$50.00	\$31,600.00	\$15.00	\$9,480.00	\$20.00	\$12,640.00		
A8-35	CMSC	604	Curb and Gutter Inlet, (Per ST-10), As Per Plan	2	Ea.	\$3,500.00	\$7,000.00	\$5,700.00	\$11,400.00	\$5,185.44	\$10,370.88		
A8-36	CMSC	604	Curb and Gutter Inlet, (Per AA-S125B), As Per Plan	6	Ea.	\$4,000.00	\$24,000.00	\$6,000.00	\$36,000.00	\$2,820.72	\$16,924.32		
A8-37	CMSC	604	Manhole, Type C, (Per ST-3), with Concrete Collar, As Per Plan	2	Ea.	\$4,000.00	\$8,000.00	\$6,200.00	\$12,400.00	\$3,948.72	\$7,897.44		
A8-38	CMSC	604	Manhole, Adjust to Grade, with Concrete Collar (Sanitary), As Per Plan	5	Ea.	\$1,000.00	\$5,000.00	\$1,800.00	\$9,000.00	\$2,500.00	\$12,500.00		
A8-39	CMSC	605	4" Underdrain	3,200	LF.	\$20.00	\$64,000.00	\$13.00	\$41,600.00	\$6.88	\$22,016.00		
A8-40	CMSC	608	Concrete Walk (T=4") with 4" Aggregate Base, Class S	7,520	S.F.	\$12.00	\$90,240.00	\$9.00	\$67,680.00	\$9.25	\$69,560.00		
A8-41	CMSC	608	Curb Ramp and Landing, Class S	720	S.F.	\$15.00	\$10,800.00	\$9.00	\$6,480.00	\$11.33	\$8,157.60		
A8-42	CMSC	608	Detectable Warning System, Type E, Gray Ductile Iron (Per COC SS 1551)	170	S.F.	\$100.00	\$17,000.00	\$35.00	\$5,950.00	\$77.25	\$13,132.50		
A8-43	CMSC	608	Concrete Steps, (Per COC Std Dwg 2328)	36	LF.	\$225.00	\$8,100.00	\$60.00	\$2,160.00	\$128.75	\$4,635.00		

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A8-44	CMSC	609	18" Straight Curb, (Per R-8)	2,550	LF.	\$27.00	\$68,850.00	\$19.00	\$48,450.00	\$22.66	\$57,783.00		
A8-45	CMSC	609	Modified Height Straight Curb, As Per Plan	610	LF.	\$28.00	\$17,080.00	\$30.00	\$18,300.00	\$22.66	\$13,822.60		
A8-46	CMSC	609	Curb & Gutter, (Per R-6)	20	LF.	\$35.00	\$700.00	\$60.00	\$1,200.00	\$75.00	\$1,500.00		
A8-47	CMSC	614	Maintenance of Traffic, As Per Plan	1	L.S.	\$60,000.00	\$60,000.00	\$950.00	\$950.00	\$55,000.00	\$55,000.00		
A8-48	CMSC	616	Water	5	M Gal	\$100.00	\$500.00	\$50.00	\$250.00	\$100.00	\$500.00		
A8-49	CMSC	616	Calcium Chloride	1	Ton	\$200.00	\$200.00	\$100.00	\$100.00	\$500.00	\$500.00		
A8-50	CMSC	623	Construction Layout Staking	1	L.S.	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00		
A8-51	CMSC	630	Ground Mounted Support, Square Post, No. 3, Type S, As Per Plan	126	LF.	\$30.00	\$3,780.00	\$44.25	\$5,575.50	\$45.58	\$5,743.08		
A8-52	CMSC	630	Street Name Sign Support, Square Post, No. 3, Type S, As Per Plan	4	Ea.	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$566.50	\$2,266.00		
A8-53	CMSC	630	Street Name Sign , As Per Plan	5	Ea.	\$500.00	\$2,500.00	\$280.00	\$1,400.00	\$288.40	\$1,442.00		
A8-54	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	84	S.F.	\$60.00	\$5,040.00	\$48.00	\$4,032.00	\$49.44	\$4,152.96		
A8-55	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	4	Ea.	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$257.50	\$1,030.00		
A8-56	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	20	Ea.	\$50.00	\$1,000.00	\$65.00	\$1,300.00	\$66.95	\$1,339.00		
A8-57	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	23	Ea.	\$30.00	\$690.00	\$65.00	\$1,495.00	\$66.95	\$1,539.85		
A8-58	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	4	Ea.	\$100.00	\$400.00	\$65.00	\$260.00	\$66.95	\$267.80		
A8-59	CMSC	630	Signing, Misc: Solar Powered Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly	1	Ea.	\$30,000.00	\$30,000.00	\$17,528.48	\$17,528.48	\$18,054.33	\$18,054.33		
A8-60	CMSC	644	Stop Line, 24"	20	LF.	\$20.00	\$400.00	\$9.80	\$196.00	\$10.09	\$201.80		
A8-61	CMSC	644	Crosswalk Line, 12"	139	LF.	\$10.00	\$1,390.00	\$4.10	\$569.90	\$4.22	\$586.58		
A8-62	CMSC	644	School Symbol Marking	1	Ea.	\$600.00	\$600.00	\$810.00	\$810.00	\$834.30	\$834.30		
A8-63	CMSC	647	Crosswalk Line, 24"	30	LF.	\$20.00	\$600.00	\$19.80	\$594.00	\$20.39	\$611.70		
A8-64	CMSC	653	Topsail Furnished and Placed (T = 3")	120	C.Y.	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$85.00	\$10,200.00		
A8-65	CMSC	659	Seeding and Mulching	1,400	S.Y.	\$2.50	\$3,500.00	\$1.50	\$2,100.00	\$3.50	\$4,900.00		
A8-66	CMSC	659	Watering, As Per Plan	1	L.S.	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$5,000.00	\$5,000.00		
A8-67	CMSC	661	Deciduous Tree, As Per Plan	19	Ea.	\$700.00	\$13,300.00	\$800.00	\$15,200.00	\$849.75	\$16,145.25		
A8-68	CMSC	807	Water Valve Box, Adjust to Grade	1	Ea.	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$250.00	\$250.00		
A8-69	CMSC	807	Water Service Box, Adjust to Grade	3	Ea.	\$700.00	\$2,100.00	\$170.00	\$510.00	\$250.00	\$750.00		
A8-70	CMSC	808	Water Service Relocated, As Per Plan	4	Ea.	\$2,000.00	\$8,000.00	\$3,200.00	\$12,800.00	\$4,957.98	\$19,831.92		
A8-71	CMSC	808	Water Valve Box, To Be Removed Below Grade (Per CMSC 808.05)	2	Ea.	\$300.00	\$600.00	\$170.00	\$340.00	\$500.00	\$1,000.00		
A8-72	CMSC	809	Fire Hydrant Relocated, (Per WVA-14)	2	Ea.	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$6,500.00	\$13,000.00		
A8-73	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 912 Backfill	475	LF.	\$130.00	\$61,750.00	\$133.00	\$63,175.00	\$138.22	\$65,654.50		
A8-74	CMSC	901	15" Storm Sewer with Type 1 Bedding and Item 912 Backfill	5	LF.	\$160.00	\$800.00	\$576.00	\$2,880.00	\$234.67	\$1,173.35		
A8-75	CMSC	901	18" Storm Sewer with Type 1 Bedding and Item 912 Backfill	700	LF.	\$150.00	\$105,000.00	\$150.00	\$105,000.00	\$176.22	\$123,354.00		
A8-76	CMSC	1001	Conduit Riser, 2" Diameter, SCH 80, As Per Plan	1	Ea.	\$1,200.00	\$1,200.00	\$2,374.06	\$2,374.06	\$2,445.26	\$2,445.26		
A8-77	CMSC	1001	Pull Box, 13"x24" (MIS-54)	1	Ea.	\$1,000.00	\$1,000.00	\$1,378.81	\$1,378.81	\$1,420.17	\$1,420.17		
A8-78	CMSC	1001	Underground Circuit, 3-Wire (MIS-404), As Per Plan	3,837	CKT FT	\$20.00	\$76,740.00	\$8.89	\$34,110.93	\$9.16	\$35,146.92		
A8-79	CMSC	1001	2" Conduit, Concrete Encased (MIS-700), As Per Plan	1,235	LF.	\$30.00	\$37,050.00	\$27.01	\$33,357.35	\$27.82	\$34,357.70		
A8-80	CMSC	1001	Street Light Foundation, 4' (MIS-200)	10	Ea.	\$2,000.00	\$20,000.00	\$1,374.83	\$13,748.30	\$1,416.07	\$14,160.70		
A8-81	CMSC	1001	Pole to be Wired, (MIS-501), As Per Plan	10	Ea.	\$700.00	\$7,000.00	\$703.88	\$7,038.80	\$725.00	\$7,250.00		
A8-82	CMSC	1001	Light Pole, As Per Plan	10	Ea.	\$2,000.00	\$20,000.00	\$2,267.27	\$22,672.70	\$2,335.29	\$23,352.90		
A8-83	CMSC	1001	Luminaire, Post Top, As Per Plan	10	Ea.	\$4,000.00	\$40,000.00	\$1,243.93	\$12,439.30	\$1,281.25	\$12,812.50		
A8-84	CMSC	1001	120/240V Pad Mounted Lighting Control Center (MIS-603), As Per Plan	1	Ea.	\$12,000.00	\$12,000.00	\$7,343.56	\$7,343.56	\$7,563.87	\$7,563.87		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =		\$1,319,716.50		\$1,164,320.69		\$1,201,804.94	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =						NA		NA		NA		No Bid	
												NA	

Bids Received: March 17, 2023

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CITY OF REYNOLDSBURG, OHIO

2023 Street Program

EMH&T JN: 2022-1016

Bids Received: March 17, 2023

Contractor	Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223	Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145
Contract Bid	Contract A	Contract A	Contract B
Bid Price (pg BF-2)	\$ 2,723,901.80	\$ 3,086,730.06	\$ 70,771.00
Bid Guaranty and Contract Bond (pg BGC8-1 & 2)	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGC8-2)	Fidelity and Deposit Company of Maryland	Cincinnati Insurance Company	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A+ / 000258	A++/003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes
Addendum 2 Acknowledgement	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019, 2020, 2021, & 2022 Street Programs.	Contractor has performed satisfactory work in the Columbus area.	Contractor has consistently completed work to the City's standards. Recently performed the work for 2021 & 2022 Street Programs.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent years.	Contractor has listed more than five projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract B.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	Yes	Yes	Yes
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A		Contract B
BY:  Ryan M. Andrews, PE Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054			



Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 21, 2023
To: William Dorman, Director of Public Service
From: Mitchell Yake, EI
Subject: 2023 Reynoldsburg Street Program - Bid Results
Copies: Ryan Andrews, PE, City Engineer

EMH&T has completed bid tabulation and analysis. The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors and 10% for Contingency and 8% for Construction Services for each Contract including Base Bid and all Additional Bids where applicable:

Contract A: Complete Bid Amount:.....	\$ 6,120,287.74
Recommended Contingency (10%):.....	\$ 612,080.00
Contract B: Bid Amount:.....	\$ 70,771.00
Recommended Contingency (10%):.....	\$ 7,080.00
Construction Management/Inspection (8%):.....	\$ 495,340.00

Total Construction Phase Budget:.....\$ 7,305,611.00

I have attached the Bid Tabulation, Lowest and Best Evaluation Sheet, and Budget Summary to this memorandum for your review. The prices for all bids are competitive and within reason of our probable engineers estimate. Once the City has identified which bids to be awarded, EMH&T will prepare a formal Award Recommendation Letter and Notice of Award for the City's execution. Once the funding legislation is in place, return signed copies of the Notices of Award to EMH&T to prepare the contracts to be routed for signatures and schedule preconstruction meetings. If you have any other questions, please feel free to contact me at 614-775-4209.

Attachments: Bid Tabulation
Lowest and Best Evaluation
Budget Summary

CITY OF REYNOLDSBURG, OHIO													
2023 Street Program													
EMH&T JN: 2022-1016													
Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A: Base Bid - Various Locations													
A-1	CMSC	203	Roadway Excavation, Including Pavement Removal	9,250	C.Y.	\$30.00	\$277,500.00	\$42.00	\$388,500.00	\$35.05	\$324,212.50	B	
A-2	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	100	C.Y.	\$40.00	\$4,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A-3	CMSC	204*	Granular Embankment, No. 2 Limestone	100	C.Y.	\$50.00	\$5,000.00	\$75.00	\$7,500.00	\$53.00	\$5,300.00		
A-4	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	25,930	S.Y.	\$2.50	\$64,825.00	\$2.00	\$51,860.00	\$3.25	\$84,272.50		
A-5	CMSC	204	Subgrade Compaction	25,930	S.Y.	\$2.00	\$51,860.00	\$0.25	\$6,482.50	\$1.37	\$35,524.10		
A-6	CMSC	253*	Residential Full Depth Pavement Repair (Spot), without Surface Course, As Directed By Engineer	418	S.Y.	\$105.00	\$43,890.00	\$120.00	\$50,160.00	\$145.00	\$60,610.00		
A-7	CMSC	253*	Arterial Full Depth Pavement Repair (Spot), with Surface Course, As Directed By Engineer	554	S.Y.	\$135.00	\$74,790.00	\$137.00	\$75,898.00	\$250.00	\$138,500.00		
A-8	CMSC	254	Pavement Planing, T=1.5"	898	S.Y.	\$5.00	\$4,490.00	\$6.00	\$5,388.00	\$7.19	\$6,456.62		
A-9	CMSC	254	Pavement Planing, (3' Profile Edge Mill @ Tie-In Joints)	54	S.Y.	\$8.00	\$432.00	\$60.00	\$3,240.00	\$51.86	\$2,800.44		
A-10	CMSC	254	Pavement Planing, To Concrete Base, 2.5"+/-	11,620	S.Y.	\$5.00	\$58,100.00	\$3.50	\$40,670.00	\$3.19	\$37,067.80		
A-11	CMSC	301	Asphalt Concrete Base, T=3"	2,369	C.Y.	\$170.00	\$402,730.00	\$196.00	\$464,324.00	\$220.38	\$522,080.22		
A-12	CMSC	304	Aggregate Base, T=6"	4,323	C.Y.	\$70.00	\$302,610.00	\$64.00	\$276,672.00	\$59.74	\$258,256.02		
A-13	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,142	Gal	\$4.50	\$23,139.00	\$4.00	\$20,568.00	\$4.50	\$23,139.00		
A-14	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	5,230	LF.	\$10.50	\$54,915.00	\$5.86	\$30,647.80	\$6.04	\$31,589.20		
A-15	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,420	C.Y.	\$220.00	\$312,400.00	\$242.00	\$343,640.00	\$252.38	\$358,379.60		
A-16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	399	C.Y.	\$210.00	\$83,790.00	\$242.00	\$96,558.00	\$252.38	\$100,699.62		
A-17	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.25", PG 64-22	508	C.Y.	\$220.00	\$111,760.00	\$242.00	\$122,936.00	\$252.38	\$128,209.04		
A-18	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.75"	712	C.Y.	\$200.00	\$142,400.00	\$217.00	\$154,504.00	\$233.38	\$166,166.56		
A-19	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	295	S.Y.	\$120.00	\$35,400.00	\$98.00	\$28,910.00	\$115.36	\$34,031.20		
A-20	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=8-in (Commercial), Class "COC MS"	128	S.Y.	\$140.00	\$17,920.00	\$115.00	\$14,720.00	\$125.66	\$16,084.48		
A-21	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	7	E.A.	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$360.50	\$2,523.50		
A-22	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	20	E.A.	\$250.00	\$5,000.00	\$132.00	\$2,640.00	\$309.00	\$6,180.00		
A-23	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	3,000	S.F.	\$18.00	\$54,000.00	\$11.50	\$34,500.00	\$14.42	\$43,260.00		
A-24	CMSC	609	18" Straight Curb, (Per R-8)	1,256	LF.	\$50.00	\$62,800.00	\$30.00	\$37,680.00	\$39.14	\$49,159.84		
A-25	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	6,449	LF.	\$35.00	\$225,715.00	\$30.00	\$193,470.00	\$42.44	\$273,695.56		
A-26	CMSC	609	Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	460	LF.	\$35.00	\$16,100.00	\$31.50	\$14,490.00	\$54.28	\$24,968.80		
A-27	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,300	LF.	\$45.00	\$58,500.00	\$47.00	\$61,100.00	\$55.62	\$72,306.00		
A-28	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	5,817	LF.	\$40.00	\$232,680.00	\$29.00	\$168,693.00	\$44.03	\$256,122.51		
A-29	CMSC	644	Crosswalks, 12" White	1,040	LF.	\$4.50	\$4,680.00	\$3.95	\$4,108.00	\$4.07	\$4,232.80		
A-30	CMSC	644	Stop Bars, 24" White	300	LF.	\$10.00	\$3,000.00	\$9.20	\$2,760.00	\$9.48	\$2,844.00		
A-31	CMSC	644	Center Line, 4" Yellow	1.5	Mile	\$7,500.00	\$11,250.00	\$7,590.00	\$11,385.00	\$7,817.70	\$11,726.55		
A-32	CMSC	644	Lane Arrow, White	1	E.A.	\$100.00	\$100.00	\$110.00	\$110.00	\$113.30	\$113.30		
A-33	CMSC	644	Word "ONLY", White	1	E.A.	\$100.00	\$100.00	\$140.00	\$140.00	\$144.20	\$144.20		
A-34	CMSC	644	Lane Line, 4" White	1,050	LF.	\$3.00	\$3,150.00	\$0.55	\$577.50	\$0.57	\$598.50		
A-35	CMSC	644	Parking Lot Stall Marking	140	LF.	\$2.00	\$280.00	\$3.00	\$420.00	\$3.09	\$432.60		
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$2,752,106.00		\$2,723,901.80		\$2,794,669.06		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$3,086,730.06		B	
Contract A: Additional Bid 1 - Sidewalk Program Various Locations													
A1-1	CMSC	201*	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00		
A1-2	CMSC	201*	Tree Removal	5	E.A.	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00		
A1-3	CMSC	259*	Driveway Replacement, Type 3A Asphalt, Per R-3	125	S.Y.	\$75.00	\$9,375.00	\$128.00	\$16,000.00	\$150.63	\$18,828.75		
A1-4	CMSC	259*	Driveway Replacement, Type 3B Concrete, Per R-3	111	S.Y.	\$90.00	\$9,990.00	\$135.00	\$14,985.00	\$115.36	\$12,804.96		
A1-5	CMSC	452*	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	300	S.Y.	\$85.00	\$25,500.00	\$135.00	\$40,500.00	\$125.66	\$37,698.00		
A1-6	CMSC	608	Remove and Replace 4" Concrete Walk, Per R-9, COC 5	23,960	S.F.	\$17.00	\$407,320.00	\$13.50	\$323,460.00	\$13.39	\$320,824.40		
A1-7	CMSC	608	Remove and Replace 6" Concrete Walk, Per R-9, COC MS	6,483	S.F.	\$20.00	\$129,660.00	\$15.00	\$97,245.00	\$15.45	\$100,162.35		
A1-8	CMSC	666*	Pruning Existing Tree	10	E.A.	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00		

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A1-9	SPEC	SPEC	Sidewalk Panel Chamfer Sawcut	924	L.F.	\$28.00	\$25,872.00	\$28.00	\$25,872.00	\$31.50	\$29,106.00		
A1-10	SPEC	SPEC	Slab-Jacking	670	S.F.	\$10.00	\$6,700.00	\$6.00	\$4,020.00	\$20.00	\$13,400.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =		\$625,917.00 NA		\$529,282.00 NA		\$552,824.46 NA	
Contract A: Additional Bid 2 – Huber Park Trail Realignment													
A2-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00		
A2-2	CMSC	202	Existing Asphalt Path Removed	1,600	S.Y.	\$15.00	\$24,000.00	\$15.00	\$24,000.00	\$7.16	\$11,456.00		
A2-3	CMSC	202	Existing Pipe Removed	35	L.F.	\$30.00	\$1,050.00	\$20.00	\$700.00	\$36.71	\$1,284.85		
A2-4	CMSC	203	Excavation and Embankment	1	L.S.	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00	\$36,019.80	\$36,019.80		
A2-5	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$52.35	\$5,235.00		
A2-6	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$57.15	\$5,715.00		
A2-7	CMSC	207	Sediment and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00		
A2-8	CMSC	604	Catch Basin, Per ST-13	1	Ea.	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$1,788.72	\$1,788.72		
A2-9	CMSC	608	10' Wide Asphalt Shared Use Path, Per R-20	14,502	SF	\$8.00	\$116,016.00	\$5.75	\$83,386.50	\$9.00	\$130,518.00		
A2-10	CMSC	614	Maintaining Pedestrian Traffic	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00		
A2-11	CMSC	623	Construction Layout Staking	1	L.S.	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$4,000.00	\$4,000.00		
A2-12	CMSC	630	Relocate Sign and Support	1	Ea.	\$200.00	\$200.00	\$100.00	\$100.00	\$300.00	\$300.00		
A2-13	CMSC	653	Topsoil Furnished and Placed (T = 3")	325	C.Y.	\$65.00	\$21,125.00	\$78.00	\$25,350.00	\$100.00	\$32,500.00		
A2-14	CMSC	655	Tree Protection during Construction	1	L.S.	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00		
A2-15	CMSC	659	Seeding and Mulching	3,890	S.Y.	\$2.50	\$9,725.00	\$1.50	\$5,835.00	\$3.50	\$13,615.00		
A2-16	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 911 Backfill	67	L.F.	\$120.00	\$8,040.00	\$94.00	\$6,298.00	\$112.45	\$7,534.15		
A2-17	SPEC	SPEC	Bench Relocated w/ Concrete Pad	1	Ea.	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$275,156.00 NA		\$189,169.50 NA		\$264,466.52 NA	
Contract A: Additional Bid 3 – SR 256 - Radar Improvements													
A3-1	ODOT	625*	Conduit, For Replacement, 725.051	200	L.F.	\$40.00	\$8,000.00	\$26.09	\$5,218.00	\$26.87	\$5,374.00		
A3-2	ODOT	633	Conduit, For Tie-Ins/Connections	1	L.S.	\$2,500.00	\$2,500.00	\$5,769.34	\$5,769.34	\$6,542.42	\$6,542.42		
A3-3	ODOT-SS	809	Stop Line Radar Detection	8	Ea.	\$8,500.00	\$68,000.00	\$9,512.94	\$76,103.52	\$9,798.33	\$78,386.64		
A3-4	ODOT-SS	809	Advance Radar Detection	6	Ea.	\$9,000.00	\$54,000.00	\$9,935.71	\$59,614.26	\$10,233.78	\$61,402.68		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$132,500.00 NA		\$146,705.00 \$146,705.12		\$151,705.74 NA	
Contract A: Additional Bid 4 – Lexleigh, Lexdale, & Barlett													
A4-1	CMSC	203	Roadway Excavation, Including Pavement Removal	3,097	C.Y.	\$30.00	\$92,910.00	\$43.00	\$133,171.00	\$38.66	\$119,730.02		
A4-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	9,690	S.Y.	\$2.50	\$24,225.00	\$2.00	\$19,380.00	\$3.00	\$29,070.00		
A4-3	CMSC	204	Subgrade Compaction	9,690	S.Y.	\$2.00	\$19,380.00	\$0.25	\$2,422.50	\$1.46	\$14,147.40		
A4-4	CMSC	301	Asphalt Concrete Base, T=3"	809	C.Y.	\$170.00	\$137,530.00	\$192.00	\$155,328.00	\$221.90	\$179,517.10		
A4-5	CMSC	304	Aggregate Base, T=6"	1,616	C.Y.	\$70.00	\$113,120.00	\$62.00	\$100,192.00	\$59.20	\$95,667.20		
A4-6	CMSC	407	Trackless Tack Coat (0.1 Gal/SY)	969	Gal	\$4.50	\$4,360.50	\$4.00	\$3,876.00	\$4.50	\$4,360.50		
A4-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	405	C.Y.	\$220.00	\$89,100.00	\$242.00	\$98,010.00	\$253.90	\$102,829.50		
A4-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	218	S.Y.	\$120.00	\$26,160.00	\$93.50	\$20,383.00	\$104.03	\$22,678.54		
A4-9	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	6	E.A.	\$400.00	\$2,400.00	\$450.00	\$2,700.00	\$334.75	\$2,008.50		
A4-10	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	16	E.A.	\$250.00	\$4,000.00	\$132.00	\$2,112.00	\$309.00	\$4,944.00		
A4-11	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	2,400	S.F.	\$18.00	\$43,200.00	\$11.50	\$27,600.00	\$10.56	\$25,344.00		
A4-12	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	5,912	L.F.	\$35.00	\$206,920.00	\$30.00	\$177,360.00	\$42.44	\$250,905.28		

CITY OF REYNOLDSBURG, OHIO															
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Bids Received: March 17, 2023															
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						Price	Extension	Price	Extension	Price	Extension	Price	Extension		
A4-13	CMSC	644	Crosswalks, 12" White	400	LF.	\$4.50	\$1,800.00	\$3.95	\$1,580.00	\$4.07	\$1,628.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4= CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$765,105.50 NA		\$744,114.50 NA		\$852,830.04 NA		No Bid NA	
Contract A: Additional Bid 5 – Rider & Retton Court															
A5-1	CMSC	203	Roadway Excavation, Including Pavement Removal	564	C.Y.	\$30.00	\$16,920.00	\$56.00	\$31,584.00	\$42.45	\$23,941.80				
A5-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	1,760	S.Y.	\$2.50	\$4,400.00	\$2.00	\$3,520.00	\$3.00	\$5,280.00				
A5-3	CMSC	204	Subgrade Compaction	1,760	S.Y.	\$2.00	\$3,520.00	\$0.25	\$440.00	\$2.54	\$4,470.40				
A5-4	CMSC	301	Asphalt Concrete Base, T=3"	148	C.Y.	\$170.00	\$25,160.00	\$226.00	\$33,448.00	\$274.06	\$40,560.88				
A5-5	CMSC	304	Aggregate Base, T=6"	294	C.Y.	\$70.00	\$20,580.00	\$69.00	\$20,286.00	\$80.20	\$23,578.80				
A5-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	176	Gal	\$4.50	\$792.00	\$4.00	\$704.00	\$4.50	\$792.00				
A5-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	74	C.Y.	\$220.00	\$16,280.00	\$242.00	\$17,908.00	\$306.06	\$22,648.44				
A5-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	37	S.Y.	\$120.00	\$4,440.00	\$103.00	\$3,811.00	\$115.36	\$4,268.32				
A5-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A5-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A5-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	954	LF.	\$35.00	\$33,390.00	\$36.50	\$34,821.00	\$42.44	\$40,487.76				
A5-12	CMSC	644	Crosswalks, 12" White	100	LF.	\$4.50	\$450.00	\$3.95	\$395.00	\$4.07	\$407.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 =		\$137,732.00 NA		\$154,345.00 NA		\$176,323.40 NA		No Bid NA	
Contract A: Additional Bid 6 – Marlan Avenue															
A6-1	CMSC	203	Roadway Excavation, Including Pavement Removal	952	C.Y.	\$30.00	\$28,560.00	\$43.00	\$40,936.00	\$44.76	\$42,611.52				
A6-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,980	S.Y.	\$2.50	\$7,450.00	\$2.00	\$5,960.00	\$3.00	\$8,940.00				
A6-3	CMSC	204	Subgrade Compaction	2,980	S.Y.	\$2.00	\$5,960.00	\$0.25	\$745.00	\$1.10	\$3,278.00				
A6-4	CMSC	301	Asphalt Concrete Base, T=3"	249	C.Y.	\$170.00	\$42,330.00	\$196.00	\$48,804.00	\$204.96	\$51,035.04				
A6-5	CMSC	304	Aggregate Base, T=6"	497	C.Y.	\$70.00	\$34,790.00	\$66.00	\$32,802.00	\$64.80	\$32,205.60				
A6-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	298	Gal	\$4.50	\$1,341.00	\$4.00	\$1,192.00	\$4.50	\$1,341.00				
A6-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	125	C.Y.	\$220.00	\$27,500.00	\$242.00	\$30,250.00	\$236.96	\$29,620.00				
A6-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	67	S.Y.	\$120.00	\$8,040.00	\$103.00	\$6,901.00	\$115.36	\$7,729.12				
A6-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A6-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A6-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,101	LF.	\$35.00	\$73,535.00	\$30.00	\$63,030.00	\$42.44	\$89,166.44				
A6-12	CMSC	644	Crosswalks, 12" White	200	LF.	\$4.50	\$900.00	\$3.95	\$790.00	\$4.07	\$814.00				
A6-13	CMSC	644	Stop Bars, 24" White	45	LF.	\$10.00	\$450.00	\$9.20	\$414.00	\$9.48	\$426.60				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 =		\$242,656.00 NA		\$239,252.00 NA		\$277,055.32 NA		No Bid NA	
Contract A: Additional Bid 7 – Saratoga Avenue															
A7-1	CMSC	203	Roadway Excavation, Including Pavement Removal	946	C.Y.	\$30.00	\$28,380.00	\$43.00	\$40,678.00	\$45.04	\$42,607.84				
A7-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,959	S.Y.	\$2.50	\$7,397.50	\$2.00	\$5,918.00	\$3.00	\$8,877.00				
A7-3	CMSC	204	Subgrade Compaction	2,959	S.Y.	\$2.00	\$5,918.00	\$0.25	\$739.75	\$1.11	\$3,284.49				
A7-4	CMSC	301	Asphalt Concrete Base, T=3"	247	C.Y.	\$170.00	\$41,990.00	\$194.00	\$47,918.00	\$205.40	\$50,733.80				
A7-5	CMSC	304	Aggregate Base, T=6"	494	C.Y.	\$70.00	\$34,580.00	\$66.00	\$32,604.00	\$64.94	\$32,080.36				
A7-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	296	Gal	\$4.50	\$1,332.00	\$4.00	\$1,184.00	\$4.50	\$1,332.00				
A7-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	124	C.Y.	\$220.00	\$27,280.00	\$242.00	\$30,008.00	\$237.40	\$29,437.60				
A7-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	80	S.Y.	\$120.00	\$9,600.00	\$103.00	\$8,240.00	\$115.36	\$9,228.80				
A7-9	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,057	LF.	\$35.00	\$71,995.00	\$30.00	\$61,710.00	\$42.44	\$87,299.08				

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						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A7-10	CMSC	644	Crosswalks, 12" White	50	LF.	\$4.50	\$225.00	\$3.95	\$197.50	\$4.07	\$203.50		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 =		\$228,697.50 NA		\$229,197.25 NA		\$265,084.47 NA	
Contract A: Additional Bid 8 – Broadwyn Drive Reconstruction													
A8-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$8,000.00	\$8,000.00	\$300.00	\$300.00	\$3,500.00	\$3,500.00		
A8-2	CMSC	202	Existing Curb Removed	1,400	LF.	\$6.00	\$8,400.00	\$12.00	\$16,800.00	\$8.21	\$11,494.00		
A8-3	CMSC	202	Existing Driveway Approach Removed	333	S.Y.	\$15.00	\$4,995.00	\$9.00	\$2,997.00	\$24.88	\$8,285.04		
A8-4	CMSC	202	Existing Sidewalk Removed	10,400	S.F.	\$3.00	\$31,200.00	\$2.00	\$20,800.00	\$2.39	\$24,856.00		
A8-5	CMSC	202	Existing Catch Basin Removed	9	Ea.	\$500.00	\$4,500.00	\$150.00	\$1,350.00	\$498.36	\$4,485.24		
A8-6	CMSC	202	Existing Storm Manhole Removed	2	Ea.	\$500.00	\$1,000.00	\$150.00	\$300.00	\$1,020.72	\$2,041.44		
A8-7	CMSC	202	Existing Pipe Removed	450	LF.	\$30.00	\$13,500.00	\$19.00	\$8,550.00	\$35.22	\$15,849.00		
A8-8	CMSC	202	Existing Pipe Abandoned (filled with LSMB)	1,500	LF.	\$10.00	\$15,000.00	\$9.00	\$13,500.00	\$6.12	\$9,180.00		
A8-9	CMSC	203	Roadway Excavation/Embankment, Including Pavement Removal, As Per Plan	1	L.S.	\$70,000.00	\$70,000.00	\$119,000.00	\$119,000.00	\$47,887.08	\$47,887.08		
A8-10	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A8-11	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$80.00	\$8,000.00	\$55.23	\$5,523.00		
A8-12	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	50	C.Y.	\$40.00	\$2,000.00	\$75.00	\$3,750.00	\$50.43	\$2,521.50		
A8-13	CMSC	204*	Granular Embankment (No. 2 Limestone)	50	C.Y.	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$53.00	\$2,650.00		
A8-14	CMSC	204*	Geogrid: Tensar BX-1300, Approved Equal	700	S.Y.	\$10.00	\$7,000.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00		
A8-15	CMSC	204	Subgrade Compaction	3,240	S.Y.	\$2.50	\$8,100.00	\$0.25	\$810.00	\$2.22	\$7,192.80		
A8-16	CMSC	204	Proof Rolling	4	Hr.	\$120.00	\$480.00	\$200.00	\$800.00	\$81.78	\$327.12		
A8-17	CMSC	207	Sediment Fence	2,500	LF.	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$4.00	\$10,000.00		
A8-18	CMSC	207	Inlet Protection, Catch Basin	10	Ea.	\$200.00	\$2,000.00	\$50.00	\$500.00	\$100.00	\$1,000.00		
A8-19	CMSC	207	Inlet Protection, Curb and Gutter	8	Ea.	\$200.00	\$1,600.00	\$60.00	\$480.00	\$100.00	\$800.00		
A8-20	CMSC	207	Concrete Washout	1	Ea.	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$350.00	\$350.00		
A8-21	CMSC	207*	Construction Seeding and Mulching, As Directed	1,900	S.Y.	\$1.50	\$2,850.00	\$0.50	\$950.00	\$3.50	\$6,650.00		
A8-22	CMSC	259	Pavement Replacement, Type 2B Asphalt per R-2	200	S.Y.	\$90.00	\$18,000.00	\$90.00	\$18,000.00	\$165.00	\$33,000.00		
A8-23	CMSC	259	Driveway Replacement, Type 3A Asphalt per R-3	16	S.Y.	\$75.00	\$1,200.00	\$135.00	\$2,160.00	\$150.63	\$2,410.08		
A8-24	CMSC	259	Driveway Replacement, Type 3B Concrete per R-3	53	S.Y.	\$90.00	\$4,770.00	\$178.00	\$9,434.00	\$115.36	\$6,114.08		
A8-25	CMSC	259	Driveway Replacement, Type 3C Gravel per R-3	51	S.Y.	\$55.00	\$2,805.00	\$45.00	\$2,295.00	\$40.00	\$2,040.00		
A8-26	CMSC	301	Asphalt Concrete Base (T=5")	399	C.Y.	\$175.00	\$69,825.00	\$193.00	\$77,007.00	\$214.56	\$85,609.44		
A8-27	CMSC	301	Asphalt Concrete Base (T=3")	31	C.Y.	\$175.00	\$5,425.00	\$375.00	\$11,625.00	\$214.56	\$6,651.36		
A8-28	CMSC	304	Aggregate Base, Roadway (T=6")	540	C.Y.	\$55.00	\$29,700.00	\$93.00	\$50,220.00	\$68.42	\$36,946.80		
A8-29	CMSC	407	Non-Tracking Tack Coat (0.1 Gal / SY)	287	Gal.	\$4.50	\$1,291.50	\$4.00	\$1,148.00	\$4.50	\$1,291.50		
A8-30	CMSC	441	Asphalt Concrete, Intermediate Course Type 2 (448), PG 64-22 (T=1.75")	140	C.Y.	\$215.00	\$30,100.00	\$225.00	\$31,500.00	\$227.56	\$31,858.40		
A8-31	CMSC	441	Asphalt Concrete, Surface Course (448), PG 64-22, (T=1.25")	113	C.Y.	\$205.00	\$23,165.00	\$305.00	\$34,465.00	\$246.56	\$27,861.28		
A8-32	CMSC	452	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	240	S.Y.	\$85.00	\$20,400.00	\$110.00	\$26,400.00	\$115.36	\$27,686.40		
A8-33	CMSC	452	Commercial/Alley Concrete Drive Approach, Class MS, Per R-11 (T=8")	110	S.Y.	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$125.66	\$13,822.60		
A8-34	CMSC	603	3" Roof Drain Connection, Type E, (Per COC Std Dwg 2320), As Per Plan	632	LF.	\$50.00	\$31,600.00	\$15.00	\$9,480.00	\$20.00	\$12,640.00		
A8-35	CMSC	604	Curb and Gutter Inlet, (Per ST-10), As Per Plan	2	Ea.	\$3,500.00	\$7,000.00	\$5,700.00	\$11,400.00	\$5,185.44	\$10,370.88		
A8-36	CMSC	604	Curb and Gutter Inlet, (Per AA-S125B), As Per Plan	6	Ea.	\$4,000.00	\$24,000.00	\$6,000.00	\$36,000.00	\$2,820.72	\$16,924.32		
A8-37	CMSC	604	Manhole, Type C, (Per ST-3), with Concrete Collar, As Per Plan	2	Ea.	\$4,000.00	\$8,000.00	\$6,200.00	\$12,400.00	\$3,948.72	\$7,897.44		
A8-38	CMSC	604	Manhole, Adjust to Grade, with Concrete Collar (Sanitary), As Per Plan	5	Ea.	\$1,000.00	\$5,000.00	\$1,800.00	\$9,000.00	\$2,500.00	\$12,500.00		
A8-39	CMSC	605	4" Underdrain	3,200	LF.	\$20.00	\$64,000.00	\$13.00	\$41,600.00	\$6.88	\$22,016.00		
A8-40	CMSC	608	Concrete Walk (T=4") with 4" Aggregate Base, Class S	7,520	S.F.	\$12.00	\$90,240.00	\$9.00	\$67,680.00	\$9.25	\$69,560.00		
A8-41	CMSC	608	Curb Ramp and Landing, Class S	720	S.F.	\$15.00	\$10,800.00	\$9.00	\$6,480.00	\$11.33	\$8,157.60		
A8-42	CMSC	608	Detectable Warning System, Type E, Gray Ductile Iron (Per COC SS 1551)	170	S.F.	\$100.00	\$17,000.00	\$35.00	\$5,950.00	\$77.25	\$13,132.50		
A8-43	CMSC	608	Concrete Steps, (Per COC Std Dwg 2328)	36	LF.	\$225.00	\$8,100.00	\$60.00	\$2,160.00	\$128.75	\$4,635.00		

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A8-44	CMSC	609	18" Straight Curb, (Per R-8)	2,550	LF.	\$27.00	\$68,850.00	\$19.00	\$48,450.00	\$22.66	\$57,783.00		
A8-45	CMSC	609	Modified Height Straight Curb, As Per Plan	610	LF.	\$28.00	\$17,080.00	\$30.00	\$18,300.00	\$22.66	\$13,822.60		
A8-46	CMSC	609	Curb & Gutter, (Per R-6)	20	LF.	\$35.00	\$700.00	\$60.00	\$1,200.00	\$75.00	\$1,500.00		
A8-47	CMSC	614	Maintenance of Traffic, As Per Plan	1	L.S.	\$60,000.00	\$60,000.00	\$950.00	\$950.00	\$55,000.00	\$55,000.00		
A8-48	CMSC	616	Water	5	M Gal	\$100.00	\$500.00	\$50.00	\$250.00	\$100.00	\$500.00		
A8-49	CMSC	616	Calcium Chloride	1	Ton	\$200.00	\$200.00	\$100.00	\$100.00	\$500.00	\$500.00		
A8-50	CMSC	623	Construction Layout Staking	1	L.S.	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00		
A8-51	CMSC	630	Ground Mounted Support, Square Post, No. 3, Type S, As Per Plan	126	LF.	\$30.00	\$3,780.00	\$44.25	\$5,575.50	\$45.58	\$5,743.08		
A8-52	CMSC	630	Street Name Sign Support, Square Post, No. 3, Type S, As Per Plan	4	Ea.	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$566.50	\$2,266.00		
A8-53	CMSC	630	Street Name Sign , As Per Plan	5	Ea.	\$500.00	\$2,500.00	\$280.00	\$1,400.00	\$288.40	\$1,442.00		
A8-54	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	84	S.F.	\$60.00	\$5,040.00	\$48.00	\$4,032.00	\$49.44	\$4,152.96		
A8-55	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	4	Ea.	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$257.50	\$1,030.00		
A8-56	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	20	Ea.	\$50.00	\$1,000.00	\$65.00	\$1,300.00	\$66.95	\$1,339.00		
A8-57	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	23	Ea.	\$30.00	\$690.00	\$65.00	\$1,495.00	\$66.95	\$1,539.85		
A8-58	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	4	Ea.	\$100.00	\$400.00	\$65.00	\$260.00	\$66.95	\$267.80		
A8-59	CMSC	630	Signing, Misc: Solar Powered Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly	1	Ea.	\$30,000.00	\$30,000.00	\$17,528.48	\$17,528.48	\$18,054.33	\$18,054.33		
A8-60	CMSC	644	Stop Line, 24"	20	LF.	\$20.00	\$400.00	\$9.80	\$196.00	\$10.09	\$201.80		
A8-61	CMSC	644	Crosswalk Line, 12"	139	LF.	\$10.00	\$1,390.00	\$4.10	\$569.90	\$4.22	\$586.58		
A8-62	CMSC	644	School Symbol Marking	1	Ea.	\$600.00	\$600.00	\$810.00	\$810.00	\$834.30	\$834.30		
A8-63	CMSC	647	Crosswalk Line, 24"	30	LF.	\$20.00	\$600.00	\$19.80	\$594.00	\$20.39	\$611.70		
A8-64	CMSC	653	Topsail Furnished and Placed (T = 3")	120	C.Y.	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$85.00	\$10,200.00		
A8-65	CMSC	659	Seeding and Mulching	1,400	S.Y.	\$2.50	\$3,500.00	\$1.50	\$2,100.00	\$3.50	\$4,900.00		
A8-66	CMSC	659	Watering, As Per Plan	1	L.S.	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$5,000.00	\$5,000.00		
A8-67	CMSC	661	Deciduous Tree, As Per Plan	19	Ea.	\$700.00	\$13,300.00	\$800.00	\$15,200.00	\$849.75	\$16,145.25		
A8-68	CMSC	807	Water Valve Box, Adjust to Grade	1	Ea.	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$250.00	\$250.00		
A8-69	CMSC	807	Water Service Box, Adjust to Grade	3	Ea.	\$700.00	\$2,100.00	\$170.00	\$510.00	\$250.00	\$750.00		
A8-70	CMSC	808	Water Service Relocated, As Per Plan	4	Ea.	\$2,000.00	\$8,000.00	\$3,200.00	\$12,800.00	\$4,957.98	\$19,831.92		
A8-71	CMSC	808	Water Valve Box, To Be Removed Below Grade (Per CMSC 808.05)	2	Ea.	\$300.00	\$600.00	\$170.00	\$340.00	\$500.00	\$1,000.00		
A8-72	CMSC	809	Fire Hydrant Relocated, (Per WVA-14)	2	Ea.	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$6,500.00	\$13,000.00		
A8-73	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 912 Backfill	475	LF.	\$130.00	\$61,750.00	\$133.00	\$63,175.00	\$138.22	\$65,654.50		
A8-74	CMSC	901	15" Storm Sewer with Type 1 Bedding and Item 912 Backfill	5	LF.	\$160.00	\$800.00	\$576.00	\$2,880.00	\$234.67	\$1,173.35		
A8-75	CMSC	901	18" Storm Sewer with Type 1 Bedding and Item 912 Backfill	700	LF.	\$150.00	\$105,000.00	\$150.00	\$105,000.00	\$176.22	\$123,354.00		
A8-76	CMSC	1001	Conduit Riser, 2" Diameter, SCH 80, As Per Plan	1	Ea.	\$1,200.00	\$1,200.00	\$2,374.06	\$2,374.06	\$2,445.26	\$2,445.26		
A8-77	CMSC	1001	Pull Box, 13"x24" (MIS-54)	1	Ea.	\$1,000.00	\$1,000.00	\$1,378.81	\$1,378.81	\$1,420.17	\$1,420.17		
A8-78	CMSC	1001	Underground Circuit, 3-Wire (MIS-404), As Per Plan	3,837	CKT FT	\$20.00	\$76,740.00	\$8.89	\$34,110.93	\$9.16	\$35,146.92		
A8-79	CMSC	1001	2" Conduit, Concrete Encased (MIS-700), As Per Plan	1,235	LF.	\$30.00	\$37,050.00	\$27.01	\$33,357.35	\$27.82	\$34,357.70		
A8-80	CMSC	1001	Street Light Foundation, 4' (MIS-200)	10	Ea.	\$2,000.00	\$20,000.00	\$1,374.83	\$13,748.30	\$1,416.07	\$14,160.70		
A8-81	CMSC	1001	Pole to be Wired, (MIS-501), As Per Plan	10	Ea.	\$700.00	\$7,000.00	\$703.88	\$7,038.80	\$725.00	\$7,250.00		
A8-82	CMSC	1001	Light Pole, As Per Plan	10	Ea.	\$2,000.00	\$20,000.00	\$2,267.27	\$22,672.70	\$2,335.29	\$23,352.90		
A8-83	CMSC	1001	Luminaire, Post Top, As Per Plan	10	Ea.	\$4,000.00	\$40,000.00	\$1,243.93	\$12,439.30	\$1,281.25	\$12,812.50		
A8-84	CMSC	1001	120/240V Pad Mounted Lighting Control Center (MIS-603), As Per Plan	1	Ea.	\$12,000.00	\$12,000.00	\$7,343.56	\$7,343.56	\$7,563.87	\$7,563.87		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =		\$1,319,716.50		\$1,164,320.69		\$1,201,804.94	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =						NA		NA		NA		No Bid NA	

CITY OF REYNOLDSBURG, OHIO													
2023 Street Program													
EMH&T JN: 2022-1016													
Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract B: Base Bid													
B-1	RS	SPEC	Asphalt Rejuvenating Agent	61,540	S.Y.	\$1.20	\$73,848.00	NA	NA	NA	NA	\$1.15	\$70,771.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B = CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		\$73,848.00 NA	No Bid NA	No Bid NA	\$70,771.00 NA		
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder												
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder												
BIDDER'S TOTAL FOR CONTRACT A =						\$6,479,586.50	\$6,120,287.74	\$6,536,763.95	No Bid				
BIDDER'S TOTAL FOR CONTRACT B =						\$73,848.00	No Bid	No Bid	\$70,771.00				
BY: </													

CITY OF REYNOLDSBURG, OHIO

2023 Street Program

EMH&T JN: 2022-1016

Bids Received: March 17, 2023

Contractor	Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223	Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145
Contract Bid	Contract A	Contract A	Contract B
Bid Price (pg BF-2)	\$ 2,723,901.80	\$ 3,086,730.06	\$ 70,771.00
Bid Guaranty and Contract Bond (pg BGC8-1 & 2)	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGC8-2)	Fidelity and Deposit Company of Maryland	Cincinnati Insurance Company	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A+ / 000258	A++/003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes
Addendum 2 Acknowledgement	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019, 2020, 2021, & 2022 Street Programs.	Contractor has performed satisfactory work in the Columbus area.	Contractor has consistently completed work to the City's standards. Recently performed the work for 2021 & 2022 Street Programs.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent years.	Contractor has listed more than five projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract B.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	Yes	Yes	Yes
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A		Contract B

BY:



Ryan M. Andrews, PE

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054



Engineers, Surveyors, Planners, Scientists

April 13, 2022

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

Subject: 2023 Reynoldsburg Street Program Contracts A & B
Proposal for Construction Phase Engineering Services

Dear Mr. Dorman,

EMH&T is pleased to submit this proposal for Construction Phase Engineering Services for the upcoming 2023 Reynoldsburg Street Program. We understand the scope includes replacement of curbs, roadway surface, preventative maintenance, and plan sheets for Broadwyn Drive Reconstruction. Strawser Paving Company is the apparent low bidder. As selected by the City of Reynoldsburg construction will include Contract A base bid with all alternate bids #1-#8; also Contract B. The total construction value is expected to be \$6,191,058.74.

The contract includes several milestones, the duration is expected to be 254 calendar days from the City's issuance of the Notice to Proceed. The project is anticipated to commence in May 2023.

SCOPE OF SERVICES

EMH&T will provide engineering and project representation services for the above referenced improvements to include the following tasks, as facilitated through the EMH&T CSDocs software program:

Construction Representation/Contract Administration

- Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, Utilities, Police, Fire, and any other stakeholders, as requested by the City.
 - EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- Prepare shop drawing submittal log, review and track shop drawings and other submittals.
 - Along with the City and Design Engineer, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications, and provide recommendations.
 - EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.
 - Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
 - Upon request, reviewed submittals and shop drawings will be logged and provided to all interested project parties.

- Conduct periodic Progress Meetings (or as otherwise directed by the City) with the City, Design Engineer, Contractor, Subconsultant, and other project stakeholders. EMH&T will provide the following for the meeting:
 - Meeting agenda, which will include;
 - Recap of current project status, current revised contract amount, project elapsed time and percent complete
 - Updated list of current project management personnel
 - Review project safety concerns
 - Review of previous meeting minutes
 - Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site
 - Analysis of current schedule and work completed to date
 - Discuss potential ongoing project delays
 - Update delivery schedule for long lead items
 - Updated submittal log and discuss outstanding submittals for review
 - Status of all change orders, change requests and requests for information
 - Status of all pay requests
 - Follow-up on outstanding items and issues along with new items and issues to be reviewed
 - Review drawings with updates provided by Contractor
 - Sign-in sheet
 - Meeting summary for the City, Engineer, and attendees
- Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the Owner for review and comment.
 - EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
 - Make recommendation to the Owner for time extension requests from the Contractor.
 - If required, ask the Contractor to submit revised schedules when the proposed work is anticipated to not be performed in accordance with the project requirements.
 - Provide guidance to help minimize delays and regain time lost due to delays.
- Review Requests for Information and Facilitate Change Orders
 - EMH&T will review requests for information and coordinate clarification to the Contractor.
 - Change orders will be reviewed by EMH&T and all parties, as required to determine conformance with contract plans and specifications prior to Owner approval.
- EMH&T will maintain logs of quantities and review pay documentation for the Owner and Contractor.
 - Maintain daily logs of quantities for payment.
 - Review monthly and final pay estimates.
 - Generate change orders and process the change orders for Contractor and Owner.
 - Maintain a record of the work performed to include correspondence and daily project representation reports.
- EMH&T will coordinate with the Owner and Contractor prior to conducting both the pre-final and final project walk-throughs for participation and input of documented deficiencies.

- EMH&T will prepare punch list for work performed not in accordance with the contract documents.
 - EMH&T will coordinate with the Contractor to address required warranty work.
 - Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.

Resident/Standby Project Representation

- Resident Project Representatives, (RPR) provide full and part-time observation. Full time observation is defined as approximately 8 hours per day. Provide on-site project representation during the contract duration, as required, and as coordinated with the Owner to support the Administration and oversight of the improvements.
- EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document the activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- Assist in coordination of material testing, as needed. Material testing completed shall be under a subconsultant contract with a third party provider.
- The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed in conformance with the contract in a quantity log.
- EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.
- EMH&T's RPR will bring to the attention of the Owner instances:
 - Where the Contractor fails to comply with the terms of the Contract documents.
 - When the Contractor acts in a manner which is not in the best interest of the Owner.
 - When the Contractor's proposed schedule of work is in conflict with the project contract duration.
- The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during the Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner and not negatively impact subsequent work. Final Project walkthrough and 1-year warranty punch list will be conducted as defined above.
- Punch list items will be coordinated with the Contractor and the RPR will observe the work until completed in accordance with Contract documents, or as accepted by the City.
- RPR will observe completed work and provide the Owner a recommendation for acceptance. Copies of the daily observation reports are available for the Owner's review upon request, or periodically as required.

Subconsultant: Material Testing

- EMH&T will subcontract a third-party provider to provide material testing for this project. This testing may include the following:
 - Nuclear density testing of the asphalt pavement sections.
 - Prepare and test concrete compressive strength cylinders for approach drives, sidewalk, and curb and gutter placements.
- Copies of material testing reports are available for the City to review in a manner to be determined by the Owner.

Project Closeout

- EMH&T will provide:
 - 1 Year Warranty Review.

Clarifications and Exclusions

EMH&T shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, Subcontractors, any of their agents or Subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents.

The Scope of Services does not include the following:

- Safety Compliance/Monitoring outside of EMH&T's safety procedures
- Construction Layout/Staking

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of May 2023 through December 2023.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. 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 amount shown in the tables 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

Construction Representation/Contract Administration	\$96,508.00
Design Consultation During Construction	\$29,982.00
Resident/Standby Representation	\$298,670.00
EMH&T Labor Fee	\$425,160.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$24,669.00
PROJECT TOTAL FEE	\$449,829.00

Should the scope of our services change, the project duration increase, or the construction contract cost increase, additional fees may be necessary to cover the cost of the additional professional services. EMH&T will request these additional fees concurrent with the Contractor's modification/change order (if needed.)

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

CITY OF REYNOLDSBURG, OHIO													
2023 Street Program													
EMH&T JN: 2022-1016													
Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A: Base Bid - Various Locations													
A-1	CMSC	203	Roadway Excavation, Including Pavement Removal	9,250	C.Y.	\$30.00	\$277,500.00	\$42.00	\$388,500.00	\$35.05	\$324,212.50	B	
A-2	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	100	C.Y.	\$40.00	\$4,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A-3	CMSC	204*	Granular Embankment, No. 2 Limestone	100	C.Y.	\$50.00	\$5,000.00	\$75.00	\$7,500.00	\$53.00	\$5,300.00		
A-4	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	25,930	S.Y.	\$2.50	\$64,825.00	\$2.00	\$51,860.00	\$3.25	\$84,272.50		
A-5	CMSC	204	Subgrade Compaction	25,930	S.Y.	\$2.00	\$51,860.00	\$0.25	\$6,482.50	\$1.37	\$35,524.10		
A-6	CMSC	253*	Residential Full Depth Pavement Repair (Spot), without Surface Course, As Directed By Engineer	418	S.Y.	\$105.00	\$43,890.00	\$120.00	\$50,160.00	\$145.00	\$60,610.00		
A-7	CMSC	253*	Arterial Full Depth Pavement Repair (Spot), with Surface Course, As Directed By Engineer	554	S.Y.	\$135.00	\$74,790.00	\$137.00	\$75,898.00	\$250.00	\$138,500.00		
A-8	CMSC	254	Pavement Planing, T=1.5"	898	S.Y.	\$5.00	\$4,490.00	\$6.00	\$5,388.00	\$7.19	\$6,456.62		
A-9	CMSC	254	Pavement Planing, (3' Profile Edge Mill @ Tie-In Joints)	54	S.Y.	\$8.00	\$432.00	\$60.00	\$3,240.00	\$51.86	\$2,800.44		
A-10	CMSC	254	Pavement Planing, To Concrete Base, 2.5"+/-	11,620	S.Y.	\$5.00	\$58,100.00	\$3.50	\$40,670.00	\$3.19	\$37,067.80		
A-11	CMSC	301	Asphalt Concrete Base, T=3"	2,369	C.Y.	\$170.00	\$402,730.00	\$196.00	\$464,324.00	\$220.38	\$522,080.22		
A-12	CMSC	304	Aggregate Base, T=6"	4,323	C.Y.	\$70.00	\$302,610.00	\$64.00	\$276,672.00	\$59.74	\$258,256.02		
A-13	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,142	Gal	\$4.50	\$23,139.00	\$4.00	\$20,568.00	\$4.50	\$23,139.00		
A-14	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	5,230	LF.	\$10.50	\$54,915.00	\$5.86	\$30,647.80	\$6.04	\$31,589.20		
A-15	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,420	C.Y.	\$220.00	\$312,400.00	\$242.00	\$343,640.00	\$252.38	\$358,379.60		
A-16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	399	C.Y.	\$210.00	\$83,790.00	\$242.00	\$96,558.00	\$252.38	\$100,699.62		
A-17	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.25", PG 64-22	508	C.Y.	\$220.00	\$111,760.00	\$242.00	\$122,936.00	\$252.38	\$128,209.04		
A-18	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.75"	712	C.Y.	\$200.00	\$142,400.00	\$217.00	\$154,504.00	\$233.38	\$166,166.56		
A-19	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	295	S.Y.	\$120.00	\$35,400.00	\$98.00	\$28,910.00	\$115.36	\$34,031.20		
A-20	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=8-in (Commercial), Class "COC MS"	128	S.Y.	\$140.00	\$17,920.00	\$115.00	\$14,720.00	\$125.66	\$16,084.48		
A-21	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	7	E.A.	\$400.00	\$2,800.00	\$450.00	\$3,150.00	\$360.50	\$2,523.50		
A-22	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	20	E.A.	\$250.00	\$5,000.00	\$132.00	\$2,640.00	\$309.00	\$6,180.00		
A-23	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	3,000	S.F.	\$18.00	\$54,000.00	\$11.50	\$34,500.00	\$14.42	\$43,260.00		
A-24	CMSC	609	18" Straight Curb, (Per R-8)	1,256	LF.	\$50.00	\$62,800.00	\$30.00	\$37,680.00	\$39.14	\$49,159.84		
A-25	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	6,449	LF.	\$35.00	\$225,715.00	\$30.00	\$193,470.00	\$42.44	\$273,695.56		
A-26	CMSC	609	Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	460	LF.	\$35.00	\$16,100.00	\$31.50	\$14,490.00	\$54.28	\$24,968.80		
A-27	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,300	LF.	\$45.00	\$58,500.00	\$47.00	\$61,100.00	\$55.62	\$72,306.00		
A-28	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	5,817	LF.	\$40.00	\$232,680.00	\$29.00	\$168,693.00	\$44.03	\$256,122.51		
A-29	CMSC	644	Crosswalks, 12" White	1,040	LF.	\$4.50	\$4,680.00	\$3.95	\$4,108.00	\$4.07	\$4,232.80		
A-30	CMSC	644	Stop Bars, 24" White	300	LF.	\$10.00	\$3,000.00	\$9.20	\$2,760.00	\$9.48	\$2,844.00		
A-31	CMSC	644	Center Line, 4" Yellow	1.5	Mile	\$7,500.00	\$11,250.00	\$7,590.00	\$11,385.00	\$7,817.70	\$11,726.55		
A-32	CMSC	644	Lane Arrow, White	1	E.A.	\$100.00	\$100.00	\$110.00	\$110.00	\$113.30	\$113.30		
A-33	CMSC	644	Word "ONLY", White	1	E.A.	\$100.00	\$100.00	\$140.00	\$140.00	\$144.20	\$144.20		
A-34	CMSC	644	Lane Line, 4" White	1,050	LF.	\$3.00	\$3,150.00	\$0.55	\$577.50	\$0.57	\$598.50		
A-35	CMSC	644	Parking Lot Stall Marking	140	LF.	\$2.00	\$280.00	\$3.00	\$420.00	\$3.09	\$432.60		
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - BASE BID = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$2,752,106.00 NA		\$2,723,901.80 NA		\$2,794,669.06 \$3,086,730.06		No Bid NA	
Contract A: Additional Bid 1 - Sidewalk Program Various Locations													
A1-1	CMSC	201*	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$5,000.00	\$5,000.00		
A1-2	CMSC	201*	Tree Removal	5	E.A.	\$700.00	\$3,500.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00		
A1-3	CMSC	259*	Driveway Replacement, Type 3A Asphalt, Per R-3	125	S.Y.	\$75.00	\$9,375.00	\$128.00	\$16,000.00	\$150.63	\$18,828.75		
A1-4	CMSC	259*	Driveway Replacement, Type 3B Concrete, Per R-3	111	S.Y.	\$90.00	\$9,990.00	\$135.00	\$14,985.00	\$115.36	\$12,804.96		
A1-5	CMSC	452*	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	300	S.Y.	\$85.00	\$25,500.00	\$135.00	\$40,500.00	\$125.66	\$37,698.00		
A1-6	CMSC	608	Remove and Replace 4" Concrete Walk, Per R-9, COC 5	23,960	S.F.	\$17.00	\$407,320.00	\$13.50	\$323,460.00	\$13.39	\$320,824.40		
A1-7	CMSC	608	Remove and Replace 6" Concrete Walk, Per R-9, COC MS	6,483	S.F.	\$20.00	\$129,660.00	\$15.00	\$97,245.00	\$15.45	\$100,162.35		
A1-8	CMSC	666*	Pruning Existing Tree	10	E.A.	\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00		

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						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A1-9	SPEC	SPEC	Sidewalk Panel Chamfer Sawcut	924	L.F.	\$28.00	\$25,872.00	\$28.00	\$25,872.00	\$31.50	\$29,106.00		
A1-10	SPEC	SPEC	Slab-Jacking	670	S.F.	\$10.00	\$6,700.00	\$6.00	\$4,020.00	\$20.00	\$13,400.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =		\$625,917.00 NA		\$529,282.00 NA		\$552,824.46 NA	
Contract A: Additional Bid 2 – Huber Park Trail Realignment													
A2-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00		
A2-2	CMSC	202	Existing Asphalt Path Removed	1,600	S.Y.	\$15.00	\$24,000.00	\$15.00	\$24,000.00	\$7.16	\$11,456.00		
A2-3	CMSC	202	Existing Pipe Removed	35	L.F.	\$30.00	\$1,050.00	\$20.00	\$700.00	\$36.71	\$1,284.85		
A2-4	CMSC	203	Excavation and Embankment	1	L.S.	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00	\$36,019.80	\$36,019.80		
A2-5	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$52.35	\$5,235.00		
A2-6	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$57.15	\$5,715.00		
A2-7	CMSC	207	Sediment and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00		
A2-8	CMSC	604	Catch Basin, Per ST-13	1	Ea.	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$1,788.72	\$1,788.72		
A2-9	CMSC	608	10' Wide Asphalt Shared Use Path, Per R-20	14,502	SF	\$8.00	\$116,016.00	\$5.75	\$83,386.50	\$9.00	\$130,518.00		
A2-10	CMSC	614	Maintaining Pedestrian Traffic	1	L.S.	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00		
A2-11	CMSC	623	Construction Layout Staking	1	L.S.	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$4,000.00	\$4,000.00		
A2-12	CMSC	630	Relocate Sign and Support	1	Ea.	\$200.00	\$200.00	\$100.00	\$100.00	\$300.00	\$300.00		
A2-13	CMSC	653	Topsoil Furnished and Placed (T = 3")	325	C.Y.	\$65.00	\$21,125.00	\$78.00	\$25,350.00	\$100.00	\$32,500.00		
A2-14	CMSC	655	Tree Protection during Construction	1	L.S.	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$1,500.00	\$1,500.00		
A2-15	CMSC	659	Seeding and Mulching	3,890	S.Y.	\$2.50	\$9,725.00	\$1.50	\$5,835.00	\$3.50	\$13,615.00		
A2-16	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 911 Backfill	67	L.F.	\$120.00	\$8,040.00	\$94.00	\$6,298.00	\$112.45	\$7,534.15		
A2-17	SPEC	SPEC	Bench Relocated w/ Concrete Pad	1	Ea.	\$2,000.00	\$2,000.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$275,156.00 NA		\$189,169.50 NA		\$264,466.52 NA	
Contract A: Additional Bid 3 – SR 256 - Radar Improvements													
A3-1	ODOT	625*	Conduit, For Replacement, 725.051	200	L.F.	\$40.00	\$8,000.00	\$26.09	\$5,218.00	\$26.87	\$5,374.00		
A3-2	ODOT	633	Conduit, For Tie-Ins/Connections	1	L.S.	\$2,500.00	\$2,500.00	\$5,769.34	\$5,769.34	\$6,542.42	\$6,542.42		
A3-3	ODOT-SS	809	Stop Line Radar Detection	8	Ea.	\$8,500.00	\$68,000.00	\$9,512.94	\$76,103.52	\$9,798.33	\$78,386.64		
A3-4	ODOT-SS	809	Advance Radar Detection	6	Ea.	\$9,000.00	\$54,000.00	\$9,935.71	\$59,614.26	\$10,233.78	\$61,402.68		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$132,500.00 NA		\$146,705.00 \$146,705.12		\$151,705.74 NA	
Contract A: Additional Bid 4 – Lexleigh, Lexdale, & Barlett													
A4-1	CMSC	203	Roadway Excavation, Including Pavement Removal	3,097	C.Y.	\$30.00	\$92,910.00	\$43.00	\$133,171.00	\$38.66	\$119,730.02		
A4-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	9,690	S.Y.	\$2.50	\$24,225.00	\$2.00	\$19,380.00	\$3.00	\$29,070.00		
A4-3	CMSC	204	Subgrade Compaction	9,690	S.Y.	\$2.00	\$19,380.00	\$0.25	\$2,422.50	\$1.46	\$14,147.40		
A4-4	CMSC	301	Asphalt Concrete Base, T=3"	809	C.Y.	\$170.00	\$137,530.00	\$192.00	\$155,328.00	\$221.90	\$179,517.10		
A4-5	CMSC	304	Aggregate Base, T=6"	1,616	C.Y.	\$70.00	\$113,120.00	\$62.00	\$100,192.00	\$59.20	\$95,667.20		
A4-6	CMSC	407	Trackless Tack Coat (0.1 Gal/SY)	969	Gal	\$4.50	\$4,360.50	\$4.00	\$3,876.00	\$4.50	\$4,360.50		
A4-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	405	C.Y.	\$220.00	\$89,100.00	\$242.00	\$98,010.00	\$253.90	\$102,829.50		
A4-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	218	S.Y.	\$120.00	\$26,160.00	\$93.50	\$20,383.00	\$104.03	\$22,678.54		
A4-9	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	6	E.A.	\$400.00	\$2,400.00	\$450.00	\$2,700.00	\$334.75	\$2,008.50		
A4-10	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	16	E.A.	\$250.00	\$4,000.00	\$132.00	\$2,112.00	\$309.00	\$4,944.00		
A4-11	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	2,400	S.F.	\$18.00	\$43,200.00	\$11.50	\$27,600.00	\$10.56	\$25,344.00		
A4-12	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	5,912	L.F.	\$35.00	\$206,920.00	\$30.00	\$177,360.00	\$42.44	\$250,905.28		

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						Price	Extension	Price	Extension	Price	Extension	Price	Extension		
A4-13	CMSC	644	Crosswalks, 12" White	400	LF.	\$4.50	\$1,800.00	\$3.95	\$1,580.00	\$4.07	\$1,628.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4= CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$765,105.50 NA		\$744,114.50 NA		\$852,830.04 NA		No Bid NA	
Contract A: Additional Bid 5 – Rider & Retton Court															
A5-1	CMSC	203	Roadway Excavation, Including Pavement Removal	564	C.Y.	\$30.00	\$16,920.00	\$56.00	\$31,584.00	\$42.45	\$23,941.80				
A5-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	1,760	S.Y.	\$2.50	\$4,400.00	\$2.00	\$3,520.00	\$3.00	\$5,280.00				
A5-3	CMSC	204	Subgrade Compaction	1,760	S.Y.	\$2.00	\$3,520.00	\$0.25	\$440.00	\$2.54	\$4,470.40				
A5-4	CMSC	301	Asphalt Concrete Base, T=3"	148	C.Y.	\$170.00	\$25,160.00	\$226.00	\$33,448.00	\$274.06	\$40,560.88				
A5-5	CMSC	304	Aggregate Base, T=6"	294	C.Y.	\$70.00	\$20,580.00	\$69.00	\$20,286.00	\$80.20	\$23,578.80				
A5-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	176	Gal	\$4.50	\$792.00	\$4.00	\$704.00	\$4.50	\$792.00				
A5-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	74	C.Y.	\$220.00	\$16,280.00	\$242.00	\$17,908.00	\$306.06	\$22,648.44				
A5-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	37	S.Y.	\$120.00	\$4,440.00	\$103.00	\$3,811.00	\$115.36	\$4,268.32				
A5-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A5-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A5-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	954	LF.	\$35.00	\$33,390.00	\$36.50	\$34,821.00	\$42.44	\$40,487.76				
A5-12	CMSC	644	Crosswalks, 12" White	100	LF.	\$4.50	\$450.00	\$3.95	\$395.00	\$4.07	\$407.00				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 =		\$137,732.00 NA		\$154,345.00 NA		\$176,323.40 NA		No Bid NA	
Contract A: Additional Bid 6 – Marlan Avenue															
A6-1	CMSC	203	Roadway Excavation, Including Pavement Removal	952	C.Y.	\$30.00	\$28,560.00	\$43.00	\$40,936.00	\$44.76	\$42,611.52				
A6-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,980	S.Y.	\$2.50	\$7,450.00	\$2.00	\$5,960.00	\$3.00	\$8,940.00				
A6-3	CMSC	204	Subgrade Compaction	2,980	S.Y.	\$2.00	\$5,960.00	\$0.25	\$745.00	\$1.10	\$3,278.00				
A6-4	CMSC	301	Asphalt Concrete Base, T=3"	249	C.Y.	\$170.00	\$42,330.00	\$196.00	\$48,804.00	\$204.96	\$51,035.04				
A6-5	CMSC	304	Aggregate Base, T=6"	497	C.Y.	\$70.00	\$34,790.00	\$66.00	\$32,802.00	\$64.80	\$32,205.60				
A6-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	298	Gal	\$4.50	\$1,341.00	\$4.00	\$1,192.00	\$4.50	\$1,341.00				
A6-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	125	C.Y.	\$220.00	\$27,500.00	\$242.00	\$30,250.00	\$236.96	\$29,620.00				
A6-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	67	S.Y.	\$120.00	\$8,040.00	\$103.00	\$6,901.00	\$115.36	\$7,729.12				
A6-9	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$250.00	\$1,000.00	\$132.00	\$528.00	\$309.00	\$1,236.00				
A6-10	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$18.00	\$10,800.00	\$11.50	\$6,900.00	\$14.42	\$8,652.00				
A6-11	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,101	LF.	\$35.00	\$73,535.00	\$30.00	\$63,030.00	\$42.44	\$89,166.44				
A6-12	CMSC	644	Crosswalks, 12" White	200	LF.	\$4.50	\$900.00	\$3.95	\$790.00	\$4.07	\$814.00				
A6-13	CMSC	644	Stop Bars, 24" White	45	LF.	\$10.00	\$450.00	\$9.20	\$414.00	\$9.48	\$426.60				
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 =		\$242,656.00 NA		\$239,252.00 NA		\$277,055.32 NA		No Bid NA	
Contract A: Additional Bid 7 – Saratoga Avenue															
A7-1	CMSC	203	Roadway Excavation, Including Pavement Removal	946	C.Y.	\$30.00	\$28,380.00	\$43.00	\$40,678.00	\$45.04	\$42,607.84				
A7-2	CMSC	204*	Geogrid: Tensar BX-1300, or Approved Equal	2,959	S.Y.	\$2.50	\$7,397.50	\$2.00	\$5,918.00	\$3.00	\$8,877.00				
A7-3	CMSC	204	Subgrade Compaction	2,959	S.Y.	\$2.00	\$5,918.00	\$0.25	\$739.75	\$1.11	\$3,284.49				
A7-4	CMSC	301	Asphalt Concrete Base, T=3"	247	C.Y.	\$170.00	\$41,990.00	\$194.00	\$47,918.00	\$205.40	\$50,733.80				
A7-5	CMSC	304	Aggregate Base, T=6"	494	C.Y.	\$70.00	\$34,580.00	\$66.00	\$32,604.00	\$64.94	\$32,080.36				
A7-6	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	296	Gal	\$4.50	\$1,332.00	\$4.00	\$1,184.00	\$4.50	\$1,332.00				
A7-7	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	124	C.Y.	\$220.00	\$27,280.00	\$242.00	\$30,008.00	\$237.40	\$29,437.60				
A7-8	CMSC	452*	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	80	S.Y.	\$120.00	\$9,600.00	\$103.00	\$8,240.00	\$115.36	\$9,228.80				
A7-9	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	2,057	LF.	\$35.00	\$71,995.00	\$30.00	\$61,710.00	\$42.44	\$87,299.08				

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A7-10	CMSC	644	Crosswalks, 12" White	50	LF.	\$4.50	\$225.00	\$3.95	\$197.50	\$4.07	\$203.50		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 =		\$228,697.50 NA		\$229,197.25 NA		\$265,084.47 NA	
Contract A: Additional Bid 8 – Broadwyn Drive Reconstruction													
A8-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$8,000.00	\$8,000.00	\$300.00	\$300.00	\$3,500.00	\$3,500.00		
A8-2	CMSC	202	Existing Curb Removed	1,400	LF.	\$6.00	\$8,400.00	\$12.00	\$16,800.00	\$8.21	\$11,494.00		
A8-3	CMSC	202	Existing Driveway Approach Removed	333	S.Y.	\$15.00	\$4,995.00	\$9.00	\$2,997.00	\$24.88	\$8,285.04		
A8-4	CMSC	202	Existing Sidewalk Removed	10,400	S.F.	\$3.00	\$31,200.00	\$2.00	\$20,800.00	\$2.39	\$24,856.00		
A8-5	CMSC	202	Existing Catch Basin Removed	9	Ea.	\$500.00	\$4,500.00	\$150.00	\$1,350.00	\$498.36	\$4,485.24		
A8-6	CMSC	202	Existing Storm Manhole Removed	2	Ea.	\$500.00	\$1,000.00	\$150.00	\$300.00	\$1,020.72	\$2,041.44		
A8-7	CMSC	202	Existing Pipe Removed	450	LF.	\$30.00	\$13,500.00	\$19.00	\$8,550.00	\$35.22	\$15,849.00		
A8-8	CMSC	202	Existing Pipe Abandoned (filled with LSMB)	1,500	LF.	\$10.00	\$15,000.00	\$9.00	\$13,500.00	\$6.12	\$9,180.00		
A8-9	CMSC	203	Roadway Excavation/Embankment, Including Pavement Removal, As Per Plan	1	L.S.	\$70,000.00	\$70,000.00	\$119,000.00	\$119,000.00	\$47,887.08	\$47,887.08		
A8-10	CMSC	203*	Excavation, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$55.00	\$5,500.00	\$50.43	\$5,043.00		
A8-11	CMSC	203*	Embankment, Increase or Decrease	100	C.Y.	\$20.00	\$2,000.00	\$80.00	\$8,000.00	\$55.23	\$5,523.00		
A8-12	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	50	C.Y.	\$40.00	\$2,000.00	\$75.00	\$3,750.00	\$50.43	\$2,521.50		
A8-13	CMSC	204*	Granular Embankment (No. 2 Limestone)	50	C.Y.	\$50.00	\$2,500.00	\$75.00	\$3,750.00	\$53.00	\$2,650.00		
A8-14	CMSC	204*	Geogrid: Tensar BX-1300, Approved Equal	700	S.Y.	\$10.00	\$7,000.00	\$2.00	\$1,400.00	\$3.00	\$2,100.00		
A8-15	CMSC	204	Subgrade Compaction	3,240	S.Y.	\$2.50	\$8,100.00	\$0.25	\$810.00	\$2.22	\$7,192.80		
A8-16	CMSC	204	Proof Rolling	4	Hr.	\$120.00	\$480.00	\$200.00	\$800.00	\$81.78	\$327.12		
A8-17	CMSC	207	Sediment Fence	2,500	LF.	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$4.00	\$10,000.00		
A8-18	CMSC	207	Inlet Protection, Catch Basin	10	Ea.	\$200.00	\$2,000.00	\$50.00	\$500.00	\$100.00	\$1,000.00		
A8-19	CMSC	207	Inlet Protection, Curb and Gutter	8	Ea.	\$200.00	\$1,600.00	\$60.00	\$480.00	\$100.00	\$800.00		
A8-20	CMSC	207	Concrete Washout	1	Ea.	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$350.00	\$350.00		
A8-21	CMSC	207*	Construction Seeding and Mulching, As Directed	1,900	S.Y.	\$1.50	\$2,850.00	\$0.50	\$950.00	\$3.50	\$6,650.00		
A8-22	CMSC	259	Pavement Replacement, Type 2B Asphalt per R-2	200	S.Y.	\$90.00	\$18,000.00	\$90.00	\$18,000.00	\$165.00	\$33,000.00		
A8-23	CMSC	259	Driveway Replacement, Type 3A Asphalt per R-3	16	S.Y.	\$75.00	\$1,200.00	\$135.00	\$2,160.00	\$150.63	\$2,410.08		
A8-24	CMSC	259	Driveway Replacement, Type 3B Concrete per R-3	53	S.Y.	\$90.00	\$4,770.00	\$178.00	\$9,434.00	\$115.36	\$6,114.08		
A8-25	CMSC	259	Driveway Replacement, Type 3C Gravel per R-3	51	S.Y.	\$55.00	\$2,805.00	\$45.00	\$2,295.00	\$40.00	\$2,040.00		
A8-26	CMSC	301	Asphalt Concrete Base (T=5")	399	C.Y.	\$175.00	\$69,825.00	\$193.00	\$77,007.00	\$214.56	\$85,609.44		
A8-27	CMSC	301	Asphalt Concrete Base (T=3")	31	C.Y.	\$175.00	\$5,425.00	\$375.00	\$11,625.00	\$214.56	\$6,651.36		
A8-28	CMSC	304	Aggregate Base, Roadway (T=6")	540	C.Y.	\$55.00	\$29,700.00	\$93.00	\$50,220.00	\$68.42	\$36,946.80		
A8-29	CMSC	407	Non-Tracking Tack Coat (0.1 Gal / SY)	287	Gal.	\$4.50	\$1,291.50	\$4.00	\$1,148.00	\$4.50	\$1,291.50		
A8-30	CMSC	441	Asphalt Concrete, Intermediate Course Type 2 (448), PG 64-22 (T=1.75")	140	C.Y.	\$215.00	\$30,100.00	\$225.00	\$31,500.00	\$227.56	\$31,858.40		
A8-31	CMSC	441	Asphalt Concrete, Surface Course (448), PG 64-22, (T=1.25")	113	C.Y.	\$205.00	\$23,165.00	\$305.00	\$34,465.00	\$246.56	\$27,861.28		
A8-32	CMSC	452	Residential Concrete Drive Approach, Class MS, Per R-11 (T=6")	240	S.Y.	\$85.00	\$20,400.00	\$110.00	\$26,400.00	\$115.36	\$27,686.40		
A8-33	CMSC	452	Commercial/Alley Concrete Drive Approach, Class MS, Per R-11 (T=8")	110	S.Y.	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$125.66	\$13,822.60		
A8-34	CMSC	603	3" Roof Drain Connection, Type E, (Per COC Std Dwg 2320), As Per Plan	632	LF.	\$50.00	\$31,600.00	\$15.00	\$9,480.00	\$20.00	\$12,640.00		
A8-35	CMSC	604	Curb and Gutter Inlet, (Per ST-10), As Per Plan	2	Ea.	\$3,500.00	\$7,000.00	\$5,700.00	\$11,400.00	\$5,185.44	\$10,370.88		
A8-36	CMSC	604	Curb and Gutter Inlet, (Per AA-S125B), As Per Plan	6	Ea.	\$4,000.00	\$24,000.00	\$6,000.00	\$36,000.00	\$2,820.72	\$16,924.32		
A8-37	CMSC	604	Manhole, Type C, (Per ST-3), with Concrete Collar, As Per Plan	2	Ea.	\$4,000.00	\$8,000.00	\$6,200.00	\$12,400.00	\$3,948.72	\$7,897.44		
A8-38	CMSC	604	Manhole, Adjust to Grade, with Concrete Collar (Sanitary), As Per Plan	5	Ea.	\$1,000.00	\$5,000.00	\$1,800.00	\$9,000.00	\$2,500.00	\$12,500.00		
A8-39	CMSC	605	4" Underdrain	3,200	LF.	\$20.00	\$64,000.00	\$13.00	\$41,600.00	\$6.88	\$22,016.00		
A8-40	CMSC	608	Concrete Walk (T=4") with 4" Aggregate Base, Class S	7,520	S.F.	\$12.00	\$90,240.00	\$9.00	\$67,680.00	\$9.25	\$69,560.00		
A8-41	CMSC	608	Curb Ramp and Landing, Class S	720	S.F.	\$15.00	\$10,800.00	\$9.00	\$6,480.00	\$11.33	\$8,157.60		
A8-42	CMSC	608	Detectable Warning System, Type E, Gray Ductile Iron (Per COC SS 1551)	170	S.F.	\$100.00	\$17,000.00	\$35.00	\$5,950.00	\$77.25	\$13,132.50		
A8-43	CMSC	608	Concrete Steps, (Per COC Std Dwg 2328)	36	LF.	\$225.00	\$8,100.00	\$60.00	\$2,160.00	\$128.75	\$4,635.00		

CITY OF REYNOLDSBURG, OHIO 2023 Street Program EMH&T JN: 2022-1016 Bids Received: March 17, 2023													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
A8-44	CMSC	609	18" Straight Curb, (Per R-8)	2,550	LF.	\$27.00	\$68,850.00	\$19.00	\$48,450.00	\$22.66	\$57,783.00		
A8-45	CMSC	609	Modified Height Straight Curb, As Per Plan	610	LF.	\$28.00	\$17,080.00	\$30.00	\$18,300.00	\$22.66	\$13,822.60		
A8-46	CMSC	609	Curb & Gutter, (Per R-6)	20	LF.	\$35.00	\$700.00	\$60.00	\$1,200.00	\$75.00	\$1,500.00		
A8-47	CMSC	614	Maintenance of Traffic, As Per Plan	1	L.S.	\$60,000.00	\$60,000.00	\$950.00	\$950.00	\$55,000.00	\$55,000.00		
A8-48	CMSC	616	Water	5	M Gal	\$100.00	\$500.00	\$50.00	\$250.00	\$100.00	\$500.00		
A8-49	CMSC	616	Calcium Chloride	1	Ton	\$200.00	\$200.00	\$100.00	\$100.00	\$500.00	\$500.00		
A8-50	CMSC	623	Construction Layout Staking	1	L.S.	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00		
A8-51	CMSC	630	Ground Mounted Support, Square Post, No. 3, Type S, As Per Plan	126	LF.	\$30.00	\$3,780.00	\$44.25	\$5,575.50	\$45.58	\$5,743.08		
A8-52	CMSC	630	Street Name Sign Support, Square Post, No. 3, Type S, As Per Plan	4	Ea.	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$566.50	\$2,266.00		
A8-53	CMSC	630	Street Name Sign , As Per Plan	5	Ea.	\$500.00	\$2,500.00	\$280.00	\$1,400.00	\$288.40	\$1,442.00		
A8-54	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	84	S.F.	\$60.00	\$5,040.00	\$48.00	\$4,032.00	\$49.44	\$4,152.96		
A8-55	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	4	Ea.	\$400.00	\$1,600.00	\$250.00	\$1,000.00	\$257.50	\$1,030.00		
A8-56	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	20	Ea.	\$50.00	\$1,000.00	\$65.00	\$1,300.00	\$66.95	\$1,339.00		
A8-57	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	23	Ea.	\$30.00	\$690.00	\$65.00	\$1,495.00	\$66.95	\$1,539.85		
A8-58	CMSC	630	Removal of Ground Mounted Sign Support and Disposal	4	Ea.	\$100.00	\$400.00	\$65.00	\$260.00	\$66.95	\$267.80		
A8-59	CMSC	630	Signing, Misc: Solar Powered Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly	1	Ea.	\$30,000.00	\$30,000.00	\$17,528.48	\$17,528.48	\$18,054.33	\$18,054.33		
A8-60	CMSC	644	Stop Line, 24"	20	LF.	\$20.00	\$400.00	\$9.80	\$196.00	\$10.09	\$201.80		
A8-61	CMSC	644	Crosswalk Line, 12"	139	LF.	\$10.00	\$1,390.00	\$4.10	\$569.90	\$4.22	\$586.58		
A8-62	CMSC	644	School Symbol Marking	1	Ea.	\$600.00	\$600.00	\$810.00	\$810.00	\$834.30	\$834.30		
A8-63	CMSC	647	Crosswalk Line, 24"	30	LF.	\$20.00	\$600.00	\$19.80	\$594.00	\$20.39	\$611.70		
A8-64	CMSC	653	Topsail Furnished and Placed (T = 3")	120	C.Y.	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$85.00	\$10,200.00		
A8-65	CMSC	659	Seeding and Mulching	1,400	S.Y.	\$2.50	\$3,500.00	\$1.50	\$2,100.00	\$3.50	\$4,900.00		
A8-66	CMSC	659	Watering, As Per Plan	1	L.S.	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$5,000.00	\$5,000.00		
A8-67	CMSC	661	Deciduous Tree, As Per Plan	19	Ea.	\$700.00	\$13,300.00	\$800.00	\$15,200.00	\$849.75	\$16,145.25		
A8-68	CMSC	807	Water Valve Box, Adjust to Grade	1	Ea.	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$250.00	\$250.00		
A8-69	CMSC	807	Water Service Box, Adjust to Grade	3	Ea.	\$700.00	\$2,100.00	\$170.00	\$510.00	\$250.00	\$750.00		
A8-70	CMSC	808	Water Service Relocated, As Per Plan	4	Ea.	\$2,000.00	\$8,000.00	\$3,200.00	\$12,800.00	\$4,957.98	\$19,831.92		
A8-71	CMSC	808	Water Valve Box, To Be Removed Below Grade (Per CMSC 808.05)	2	Ea.	\$300.00	\$600.00	\$170.00	\$340.00	\$500.00	\$1,000.00		
A8-72	CMSC	809	Fire Hydrant Relocated, (Per WVA-14)	2	Ea.	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$6,500.00	\$13,000.00		
A8-73	CMSC	901	12" Storm Sewer with Type 1 Bedding and Item 912 Backfill	475	LF.	\$130.00	\$61,750.00	\$133.00	\$63,175.00	\$138.22	\$65,654.50		
A8-74	CMSC	901	15" Storm Sewer with Type 1 Bedding and Item 912 Backfill	5	LF.	\$160.00	\$800.00	\$576.00	\$2,880.00	\$234.67	\$1,173.35		
A8-75	CMSC	901	18" Storm Sewer with Type 1 Bedding and Item 912 Backfill	700	LF.	\$150.00	\$105,000.00	\$150.00	\$105,000.00	\$176.22	\$123,354.00		
A8-76	CMSC	1001	Conduit Riser, 2" Diameter, SCH 80, As Per Plan	1	Ea.	\$1,200.00	\$1,200.00	\$2,374.06	\$2,374.06	\$2,445.26	\$2,445.26		
A8-77	CMSC	1001	Pull Box, 13"x24" (MIS-54)	1	Ea.	\$1,000.00	\$1,000.00	\$1,378.81	\$1,378.81	\$1,420.17	\$1,420.17		
A8-78	CMSC	1001	Underground Circuit, 3-Wire (MIS-404), As Per Plan	3,837	CKT FT	\$20.00	\$76,740.00	\$8.89	\$34,110.93	\$9.16	\$35,146.92		
A8-79	CMSC	1001	2" Conduit, Concrete Encased (MIS-700), As Per Plan	1,235	LF.	\$30.00	\$37,050.00	\$27.01	\$33,357.35	\$27.82	\$34,357.70		
A8-80	CMSC	1001	Street Light Foundation, 4' (MIS-200)	10	Ea.	\$2,000.00	\$20,000.00	\$1,374.83	\$13,748.30	\$1,416.07	\$14,160.70		
A8-81	CMSC	1001	Pole to be Wired, (MIS-501), As Per Plan	10	Ea.	\$700.00	\$7,000.00	\$703.88	\$7,038.80	\$725.00	\$7,250.00		
A8-82	CMSC	1001	Light Pole, As Per Plan	10	Ea.	\$2,000.00	\$20,000.00	\$2,267.27	\$22,672.70	\$2,335.29	\$23,352.90		
A8-83	CMSC	1001	Luminaire, Post Top, As Per Plan	10	Ea.	\$4,000.00	\$40,000.00	\$1,243.93	\$12,439.30	\$1,281.25	\$12,812.50		
A8-84	CMSC	1001	120/240V Pad Mounted Lighting Control Center (MIS-603), As Per Plan	1	Ea.	\$12,000.00	\$12,000.00	\$7,343.56	\$7,343.56	\$7,563.87	\$7,563.87		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =		\$1,319,716.50		\$1,164,320.69		\$1,201,804.94	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =						NA		NA		NA		No Bid	

Bids Received: March 17, 2023

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CITY OF REYNOLDSBURG, OHIO

2023 Street Program

EMH&T JN: 2022-1016

Bids Received: March 17, 2023

Contractor	Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223	Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145
Contract Bid	Contract A	Contract A	Contract B
Bid Price (pg BF-2)	\$ 2,723,901.80	\$ 3,086,730.06	\$ 70,771.00
Bid Guaranty and Contract Bond (pg BGC8-1 & 2)	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGC8-2)	Fidelity and Deposit Company of Maryland	Cincinnati Insurance Company	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A+ / 000258	A++/003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes
Addendum 2 Acknowledgement	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019, 2020, 2021, & 2022 Street Programs.	Contractor has performed satisfactory work in the Columbus area.	Contractor has consistently completed work to the City's standards. Recently performed the work for 2021 & 2022 Street Programs.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent years.	Contractor has listed more than five projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract A.	Owns and operates sufficient equipment to perform the work in Contract B.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	Yes	Yes	Yes
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A		Contract B

BY:



Ryan M. Andrews, PE

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 8, 2023

RE: An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications, and Pay Grades for the City of Reynoldsburg, Ohio

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Chapter 160.02 (a) Administration to clean up part-time, 3/4 time and full time status of positions: Chapter 160.02 (f) Police Department - language clean up of part-time, 3/4 or full time status, adding the position of Domestic Violence Victim Advocate; Chapter 160.(g) Service Department (2) Building Division language clean up of part-time, 3/4 or full time status, reducing the number of Building Inspector 2 (commercial) positions to 2, and adding a Building Inspector 1 (residential) and adding a Plans Examiner position.

There has from time to time been an issue with whether a position classified as full-time can be filled with an individual working thirty hours or forty hours. This will allow for the classification to be done as needed and not having a individual work forty hour when we really don't need to pay someone to be here forty hours per week, thus saving money.

The position of Domestic Violence Victim Advocate is being added in the police department. One of the requirements is that the individual that will be hired, must be able to effectively communicate in both spoken and written format in Nepali, with our increased Nepali population. This individual will be able to assist in other matter when needed.

With the increased construction going on in the City, the Chief Building Official has taken a hard look on the staff that we currently have and what he believes with need to meet the demand and be able to manage the work internally. We are requesting adding a Plans Examiner, this will be a 30 hour with benefits position, that will assist with the plans review that has to take place on all projects and changes that are made.

We currently have authorized strenght for three Building Inspector, although we only have one currently. This position does inspections on both commerical and residdential builds. We are requestiong to reducing that authorized strenght to two positions and changing the title to Building Inspector 2, and adding one position called Residential Building Inspector. A

residential building inspector does just residential inspections. This position would be one pay grade below the the Building Inspector 2 and would be able to handle the many residential project going on in the City.



Engineers, Surveyors, Planners, Scientists

November 10, 2022

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

Subject: 750 Rosehill Rd.
Rosehill Townhomes (Woodmont Trace)
EMH&T Project No.: 2021-0661
SUBSTANTIAL COMPLETION NOTICE

Mr. Dorman:

Please be advised, we continue to work with Developer(s), Sandy Hill and Ryan Homes, to monitor the attached site/civil punch list for the referenced project. To that end, EMH&T would like to provide the date of substantial completion for site/civil scope for the project as November 9, 2022. The one-year warranty period should be established as of this date. We will provide the City of Reynoldsburg with any and all updates as it relates to the Developer(s) schedule to complete the warranty punch list as appropriate. Please contact me by email at jbrooks@emht.com or by phone at 614-775-4553 (office) or 614-348-4605 (direct) should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Brooks", with a stylized flourish at the end.

J. Jacob Brooks
Construction Services, Field Services Manager
EMH&T

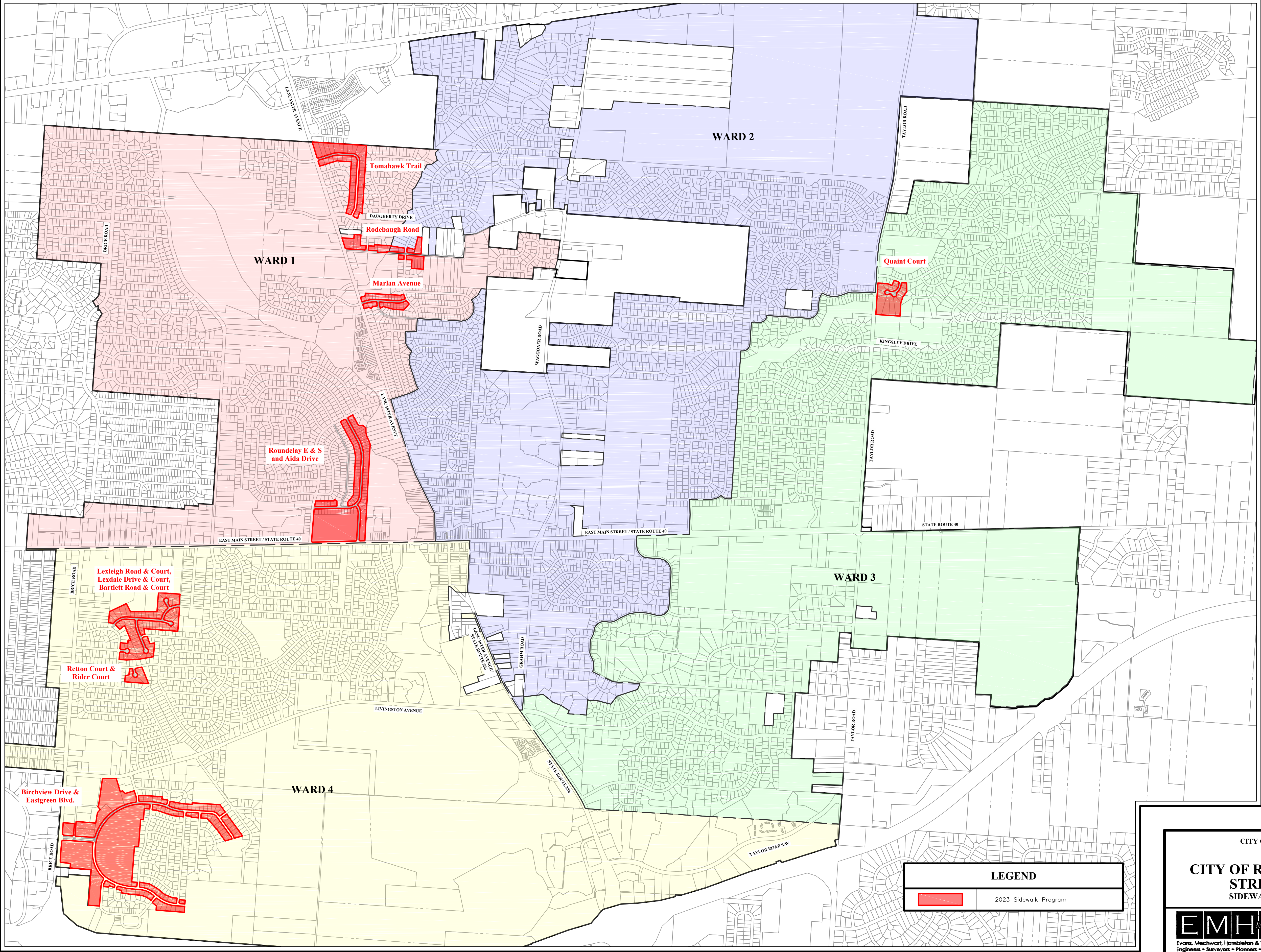
copies: City of Reynoldsburg, Shelley Slota
City of Reynoldsburg, Kalle GWilliams
EMH&T Project Manager, Ryan M. Andrews, P.E.
Sandy Hill, Jimmy Spurdute
Sandy Hill, John Spagnolo
Ryan Homes, Tom Carmody
Sheffler & Co, Gary Sheffler
file

Rose Hill Townhome Development Punch List - PN 2020-0661, updated 11/10/22

Comments	
1	Project to continue to work with City of Reynoldsburg to address SWPPP report deficient items as work progresses from site contractor to builder

Item #	Street/Location	Noted Items and Deficiencies	Status/Sign-off	Notes	Entered
003	Drainage at Basin	Remedy sheet flow of existing school back lawn and wetland. Design engineer or Site work contractor need to find remedy to have flash flood stormwater go over sanitary alignment toward Blacklick Creek watershed, OR more likely, regrade around the S side of basin to direct stormwater to Ex. 30" storm culvert at rear of 857/867 Promise Ct	Warranty 10/31/2022 Brooks, Jacob	*** 7/20/22 jib - currently stormwater route is expanding Wetland to SSE and water ponds in wooded area to N of 6952 Roundelay Rd N 9/26/22 jib - some grading completed around NW side of basin, NONE around S side 10/31/22 jib - all agreed to monitor during future rain events and adjust any S side grading as needed	9/7/2022 Brooks, Jacob
005	Rosehill Rd, W side	Replace C&G sections at water tap location, complete full depth pavement repair per City of Reynoldsburg SD R-2, Type 2A section or equivalent.	Warranty 10/31/2022 Brooks, Jacob	9/27/22 jj - not done 10/27/22 jib - 9" pavement repair installed this date but not all methods according to COC 253 spec, will need monitored over 1-year period after wintering	9/7/2022 Brooks, Jacob
008	Storm structures	Clean debris from bottom of all structures and place concrete channel, point up interior with mortar around pipes and under casting section as needed	Warranty 11/10/2022 Brooks, Jacob	9/26/22 jib - not done , though dandy bags now are on castings 10/31/22 jib - needs checked 11/4/22 jib - debris remains in CB IFO of model home, others likely?	9/14/2022 Brooks, Jacob
011	Hydrants	Install additional hydrants as specified by Fire codes. Adjust final hydrants to correct direction and plumb to grade	Warranty 10/31/2022 Brooks, Jacob	To be completed as approved Hydrant materials come available Lt. Theo Schmidt approves current hydrant status for PPO for Model Home	9/28/2022 Brooks, Jacob
013	E edge Rosehill	Monitor edge of pavement at N & S drives where new C&G was cut in. Crack seal in 2023 if edge of street AC begins raveling or voiding after winter	Warranty 10/21/2022 Brooks, Jacob	10/31/22 jib - was supposed to be crack sealed on Saturday, needs checked 11/4/22 jib - attempt to seal has occurred. monitor edge of pavement over warranty period	10/21/2022 Brooks, Jacob
014	Street lights	Install minimum street lights up to model home building, or model home outdoor lighting to provide illumination off Rosehill to improvement (expectation for partial occupancy permit for model home)	Warranty 11/10/2022 Brooks, Jacob	11/9/22 jib - critical street lights are in, operation of lights at dark needs verified.	11/8/2022 Brooks, Jacob
015	Frontage AC Path	AC repair ramping down to S side of N drive, asphalt is not consolidated properly, "bony" on surface. Monitor, likely would need addressed by one-year warranty inspection.	Warranty 11/10/2022 Brooks, Jacob		11/10/2022 Brooks, Jacob
016	Record Plans	Developer team to provide digital Record Plans in PDF per City standards, redlines of as-built changes	Warranty 11/10/2022 Brooks, Jacob	Please try to submit to City and EMH&T within 2-4 weeks of substantial completion date	11/10/2022 Brooks, Jacob

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CITY OF REYNOLDSBURG, OHIO
FOR
**CITY OF REYNOLDSBURG 2023
STREET PROGRAM**
SIDEWALK OVERVIEW EXHIBIT

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

DATE: MARCH, 2023
SCALE: 1" = 1000'
JOB NO.: 20221016
SHEET: 1 of 1

2023 Reynoldsburg Sidewalk Program

Property Summary

Address	PID	Estimated Assessment Construction Cost (Resident)
932 QUAIN CT	1302758800001	\$ 224.00
908 QUAIN CT	1302758800046	\$ 528.00
912 QUAIN CT	1302758800047	\$ 224.00
916 QUAIN CT	1302758800048	\$ 2,148.00
920 QUAIN CT	1302758800049	\$ 1,081.00
924 QUAIN CT	1302758800050	\$ 270.00
928 QUAIN CT	1302758800051	\$ 840.00
936 QUAIN CT	1302758800052	\$ 216.00
937 QUAIN CT	1302758800054	\$ 964.00
933 QUAIN CT	1302758800055	\$ 600.00
927 QUAIN CT	1302758800056	\$ 120.00
921 QUAIN CT	1302758800057	\$ 544.00
911 QUAIN CT	1302758800058	\$ 72.00
1300-7110 AIDA DR	060-001128	\$ 8,907.42
7023 ROUNDELAY RD S	060-001362	\$ 382.00
7031 ROUNDELAY RD S	060-001363	\$ 2,214.67
7039 ROUNDELAY RD S	060-001364	\$ 1,431.00
7047 ROUNDELAY RD S	060-001365	\$ 3,628.67
7055 ROUNDELAY RD S	060-001366	\$ 1,458.00
7063 ROUNDELAY RD S	060-001367	\$ 1,113.33
7071 ROUNDELAY RD S	060-001368	\$ 1,620.00
7079 ROUNDELAY RD S	060-001369	\$ 1,120.00
1265 AIDA DR	060-001370	\$ 2,380.00
1272 AIDA DR	060-001371	\$ 3,072.33
1262 AIDA DR	060-001372	\$ 3,169.67
1252 AIDA DR	060-001373	\$ 8,461.67
1244 ROUNDELAY RD E	060-001374	\$ 3,510.67
1236 ROUNDELAY RD E	060-001375	\$ 3,208.67
1226 ROUNDELAY RD E	060-001376	\$ 1,568.44
1218 ROUNDELAY RD E	060-001377	\$ 2,464.67
1212 ROUNDELAY RD E	060-001378	\$ 224.00
1194 ROUNDELAY RD E	060-001380	\$ 1,026.00
1178 ROUNDELAY RD E	060-001382	\$ 2,121.33
1170 ROUNDELAY RD E	060-001383	\$ 297.00
1146 ROUNDELAY RD E	060-001386	\$ 540.00
1140 ROUNDELAY RD E	060-001387	\$ 270.00
1130 ROUNDELAY RD E	060-001388	\$ 240.00
1114 ROUNDELAY RD E	060-001390	\$ 132.00
1080 ROUNDELAY RD E	060-001394	\$ 270.00
1072 ROUNDELAY RD E	060-001395	\$ 567.00
1056 ROUNDELAY RD E	060-001397	\$ 112.00

1048 ROUNDELAY RD E	060-001398	\$	232.00
1042 ROUNDELAY RD E	060-001399	\$	270.00
1034 ROUNDELAY RD E	060-001400	\$	270.00
1028 ROUNDELAY RD E	060-001401	\$	729.00
1020 ROUNDELAY RD E	060-001402	\$	930.00
1000 ROUNDELAY RD E	060-001403	\$	675.00
1019 ROUNDELAY RD E	060-001404	\$	2,350.50
1027 ROUNDELAY RD E	060-001405	\$	1,935.00
1035 ROUNDELAY RD E	060-001406	\$	1,759.00
1049 ROUNDELAY RD E	060-001408	\$	544.00
1079 ROUNDELAY RD E	060-001412	\$	540.00
1087 ROUNDELAY RD E	060-001413	\$	112.00
1119 ROUNDELAY RD E	060-001417	\$	216.00
1127 ROUNDELAY RD E	060-001418	\$	2,677.00
1133 ROUNDELAY RD E	060-001419	\$	3,557.79
1151 ROUNDELAY RD E	060-001421	\$	513.00
1159 ROUNDELAY RD E	060-001422	\$	3,540.11
1167 ROUNDELAY RD E	060-001423	\$	1,965.00
1183 ROUNDELAY RD E	060-001425	\$	2,079.00
1197 ROUNDELAY RD E	060-001427	\$	270.00
1207 ROUNDELAY RD E	060-001428	\$	270.00
1213 ROUNDELAY RD E	060-001429	\$	636.00
7038 ROUNDELAY RD S	060-001483	\$	4,459.00
716 LANCASTER AVE	060-001550	\$	1,377.00
7207 MARLAN AVE	060-001551	\$	270.00
7219 MARLAN AVE	060-001552	\$	2,727.00
590 GILMORE DR	060-001631	\$	1,252.00
589 GILMORE DR	060-001632	\$	440.00
697 GILMORE DR	060-001645	\$	1,728.00
7290 MARLAN AVE	060-001646	\$	1,695.00
7280 MARLAN AVE	060-001647	\$	4,232.44
7270 MARLAN AVE	060-001648	\$	2,504.44
7262 MARLAN AVE	060-001649	\$	270.00
7254 MARLAN AVE	060-001650	\$	1,107.00
7246 MARLAN AVE	060-001651	\$	3,255.00
7236 MARLAN AVE	060-001652	\$	2,160.00
7228 MARLAN AVE	060-001653	\$	540.00
7220 MARLAN AVE	060-001654	\$	270.00
7212 MARLAN AVE	060-001655	\$	810.00
7204 MARLAN AVE	060-001656	\$	1,169.67
7196 MARLAN AVE	060-001657	\$	112.00
713 GILMORE DR	060-001661	\$	1,165.00
7285 MARLAN AVE	060-001663	\$	729.00
7277 MARLAN AVE	060-001664	\$	652.00
7267 MARLAN AVE	060-001665	\$	216.00
7259 MARLAN AVE	060-001666	\$	270.00
7249 MARLAN AVE	060-001667	\$	216.00

7234 SARATOGA AVE	060-001668	\$	1,269.00
1228 BRIARCLIFF RD	060-001759	\$	4,162.00
6992 ROUNDELAY RD S	060-001760	\$	270.00
7010 ROUNDELAY RD S	060-001762	\$	540.00
7018 ROUNDELAY RD S	060-001763	\$	4,578.75
7015 ROUNDELAY RD S	060-001764	\$	112.00
7007 ROUNDELAY RD S	060-001765	\$	3,663.11
6999 ROUNDELAY RD S	060-001766	\$	448.00
6991 ROUNDELAY RD S	060-001767	\$	2,557.00
6985 ROUNDELAY RD S	060-001768	\$	3,168.00
2100 BRICE RD	060-001777	\$	9,096.00
7353 RODEBAUGH RD	060-002378	\$	270.00
7363 RODEBAUGH RD	060-002379	\$	270.00
7371 RODEBAUGH RD	060-002380	\$	810.00
2051 BIRCHVIEW DR	060-002393	\$	7,401.22
2080 BIRCHVIEW DR	060-002864	\$	16,329.00
OAKTREE LN	060-003833	\$	2,781.00
6380 LEXLEIGH RD	060-004012	\$	2,030.89
6390 LEXLEIGH RD	060-004013	\$	664.00
6404 LEXLEIGH RD	060-004014	\$	2,704.00
6414 LEXLEIGH RD	060-004015	\$	2,173.33
6424 LEXLEIGH RD	060-004016	\$	2,762.67
6434 LEXLEIGH RD	060-004017	\$	513.00
6444 LEXLEIGH RD	060-004018	\$	760.00
6454 LEXLEIGH RD	060-004019	\$	1,410.00
6464 LEXLEIGH RD	060-004020	\$	224.00
6472 LEXLEIGH RD	060-004021	\$	1,198.67
6478 LEXLEIGH RD	060-004022	\$	742.22
6484 BARTLETT RD	060-004023	\$	432.00
6492 BARTLETT RD	060-004024	\$	1,944.00
6500 BARTLETT RD	060-004025	\$	432.00
6507 BARTLETT RD	060-004026	\$	456.00
6509 BARTLETT CT	060-004027	\$	112.00
6511 BARTLETT CT	060-004028	\$	96.00
6516 BARTLETT CT	060-004030	\$	108.00
6518 BARTLETT CT	060-004031	\$	524.00
6540 BARTLETT RD	060-004032	\$	1,310.00
6530 BARTLETT RD	060-004033	\$	868.00
6520 BARTLETT CT	060-004034	\$	4,149.50
6529 BARTLETT RD	060-004035	\$	600.00
6521 BARTLETT RD	060-004036	\$	1,342.00
6513 BARTLETT RD	060-004037	\$	1,388.00
6505 BARTLETT RD	060-004038	\$	412.00
6498 LEXLEIGH CT	060-004039	\$	3,390.00
6504 LEXLEIGH CT	060-004040	\$	3,294.00
6506 LEXLEIGH CT	060-004041	\$	112.00
6505 LEXLEIGH CT	060-004042	\$	1,300.89

6503 LEXLEIGH CT	060-004043	\$	2,251.67
6501 LEXLEIGH CT	060-004044	\$	3,213.00
6499 LEXLEIGH CT	060-004045	\$	2,352.00
6491 LEXLEIGH RD	060-004046	\$	2,793.00
6483 LEXLEIGH RD	060-004047	\$	432.00
6477 LEXLEIGH RD	060-004048	\$	2,092.00
6471 LEXLEIGH RD	060-004049	\$	2,596.00
6463 LEXLEIGH RD	060-004050	\$	382.00
6453 LEXLEIGH RD	060-004051	\$	112.00
6443 LEXDALE DR	060-004052	\$	5,590.44
1522 LEXDALE DR	060-004053	\$	2,315.44
1526 LEXDALE DR	060-004054	\$	3,358.67
1530 LEXDALE DR	060-004055	\$	3,507.89
1540 LEXDALE DR	060-004061	\$	1,450.67
1544 LEXDALE CT	060-004062	\$	2,371.00
1548 LEXDALE CT	060-004063	\$	1,455.00
1552 LEXDALE CT	060-004064	\$	1,215.00
1571 LEXDALE CT	060-004068	\$	996.00
1561 LEXDALE CT	060-004069	\$	2,164.00
1553 LEXDALE CT	060-004070	\$	1,012.00
1543 LEXDALE CT	060-004071	\$	1,446.00
1535 LEXDALE DR	060-004072	\$	760.00
1531 LEXDALE DR	060-004073	\$	336.00
1527 LEXDALE DR	060-004074	\$	574.00
1523 LEXDALE DR	060-004075	\$	112.00
1519 LEXDALE DR	060-004076	\$	600.00
6423 LEXLEIGH RD	060-004077	\$	6,308.22
6413 LEXLEIGH RD	060-004078	\$	3,659.50
6389 LEXLEIGH RD	060-004079	\$	1,310.00
6369 LEXLEIGH RD	060-004080	\$	2,245.00
1536 RYGATE DR	060-004081	\$	112.00
1540 RIDER CT	060-004082	\$	1,516.00
1544 RIDER CT	060-004083	\$	3,135.00
1548 RIDER CT	060-004084	\$	2,790.00
1550 RIDER CT	060-004085	\$	2,278.67
1552 RIDER CT	060-004086	\$	1,304.33
1558 RYGATE DR	060-004087	\$	1,134.00
6411 RETTON CT	060-004097	\$	6,835.00
6405 RETTON CT	060-004098	\$	1,735.00
6403 RETTON CT	060-004099	\$	1,719.11
6401 RETTON CT	060-004100	\$	1,628.33
6399 RETTON CT	060-004101	\$	1,242.00
6397 RETTON CT	060-004102	\$	1,350.00
6395 RETTON CT	060-004103	\$	5,611.00
LEXLEIGH RD	060-004105	\$	1,353.22
2116 BIRCHVIEW RD	060-004605	\$	510.00
2108 BIRCHVIEW RD	060-004606	\$	2,304.00

2098 BIRCHVIEW RD	060-004607	\$	1,417.78
2088 BIRCHVIEW RD	060-004608	\$	1,080.00
2076 BIRCHVIEW RD	060-004609	\$	598.00
6611 WOODSEdge DR	060-004610	\$	2,083.00
6610 WOODSEdge DR	060-004611	\$	1,651.00
6590 BIRCHVIEW DR	060-004612	\$	525.00
6580 BIRCHVIEW DR	060-004613	\$	1,647.00
6570 BIRCHVIEW DR	060-004614	\$	750.00
6540 BIRCHVIEW DR	060-004617	\$	2,086.00
BIRCHVIEW DR	060-004618	\$	4,320.00
6533 BIRCHVIEW DR	060-004619	\$	656.00
6555 BIRCHVIEW DR	060-004620	\$	2,422.00
6565 BIRCHVIEW DR	060-004621	\$	2,076.00
6585 BIRCHVIEW DR	060-004622	\$	606.00
2065 BIRCHVIEW RD	060-004623	\$	810.00
2075 BIRCHVIEW RD	060-004624	\$	216.00
2083 BIRCHVIEW RD	060-004625	\$	328.00
2093 BIRCHVIEW RD	060-004626	\$	270.00
2101 BIRCHVIEW RD	060-004627	\$	216.00
2113 BIRCHVIEW RD	060-004628	\$	498.00
BALDWIN PL	060-005022	\$	112.00
6519 BIRCHVIEW DR	060-005660	\$	1,053.00
2264 BELLTREE DR	060-005688	\$	1,449.00
2265 BELLTREE DR	060-005689	\$	1,566.00
6422 BIRCHVIEW DR S	060-005690	\$	802.00
6414 BIRCHVIEW DR S	060-005691	\$	810.00
6406 BIRCHVIEW DR S	060-005692	\$	1,353.00
6396 BIRCHVIEW DR S	060-005693	\$	2,613.00
6390 BIRCHVIEW DR S	060-005694	\$	1,416.00
6372 BIRCHVIEW DR S	060-005696	\$	112.00
6356 BIRCHVIEW DR S	060-005697	\$	1,476.00
2033 BELLTREE DR	060-005805	\$	825.00
6485 BIRCHVIEW DR	060-005806	\$	1,290.00
6469 BIRCHVIEW DR	060-005807	\$	864.00
6455 BIRCHVIEW DR	060-005808	\$	112.00
6447 BIRCHVIEW DR	060-005809	\$	1,501.00
6439 BIRCHVIEW DR	060-005810	\$	1,439.00
2000 LYNBRIDGE DR	060-005811	\$	1,084.00
1999 LYNBRIDGE DR	060-005812	\$	2,592.00
6459 BIRCHVIEW DR S	060-005839	\$	1,732.00
6447 BIRCHVIEW DR S	060-005840	\$	648.00
6433 BIRCHVIEW DR S	060-005841	\$	702.00
6423 BIRCHVIEW DR S	060-005842	\$	216.00
6407 BIRCHVIEW DR S	060-005844	\$	675.00
2258 AYERS DR	060-005845	\$	243.00
6379 BIRCHVIEW DR S	060-005854	\$	2,920.00
6371 S BIRCHVIEW DR	060-005855	\$	448.00

6355 S BIRCHVIEW DR	060-005856	\$	216.00
6343 BIRCHVIEW DR S	060-005857	\$	1,008.00
6335 BIRCHVIEW DR S	060-005858	\$	764.00
6200 EASTGREEN BLVD	060-005859	\$	2,947.00
572 SADDLETREE DR	060-006013	\$	2,430.00
7260 RODEBAUGH RD	060-006014	\$	1,663.50
6394 BIRCHVIEW DR	060-006024	\$	544.00
6404 BIRCHVIEW DR	060-006025	\$	112.00
6416 BIRCHVIEW DR	060-006026	\$	270.00
6426 BIRCHVIEW DR	060-006027	\$	683.00
6448 BIRCHVIEW DR	060-006029	\$	4,941.00
6474 BIRCHVIEW DR	060-006063	\$	1,896.00
6486 BIRCHVIEW DR	060-006064	\$	3,378.00
6500 BIRCHVIEW DR	060-006065	\$	112.00
6514 BIRCHVIEW DR	060-006066	\$	448.00
6520 BIRCHVIEW DR	060-006067	\$	328.00
6319 S BIRCHVIEW DR	060-006097	\$	521.00
6307 BIRCHVIEW DR S	060-006098	\$	864.00
2199 PINION PL	060-006110	\$	540.00
2186 PINE TREE LN	060-006111	\$	1,740.00
2208 PINION PL	060-006549	\$	822.00
7212 RODEBAUGH RD	060-006675	\$	1,710.00
7200 RODEBAUGH RD	060-006676	\$	2,076.00
550 LANCASTER AVE	060-006678	\$	5,940.00
7194 RODEBAUGH RD	060-006679	\$	780.00
7270 RODEBAUGH RD	060-006680	\$	216.00
7280 RODEBAUGH RD	060-006682	\$	5,432.25
adjacent to 7280 Rodebaugh	060-006682 (adjacent too)	\$	2,308.50
adjacent to 7280 Rodebaugh	060-006682 (bridge adjacent too)	\$	168.00
7322 RODEBAUGH RD	060-006777	\$	989.50
590 BRIGHTSTONE DR	060-006785	\$	336.00
6402 BIRCHVIEW DR	060-006792	\$	270.00
567 SADDLETREE DR	060-006796	\$	1,246.00
2020 OFFICEVIEW PARK	060-006803	\$	6,337.64
7216 DAUGHERTY DR	060-006815	\$	2,017.78
460 JONELL LN	060-006816	\$	1,320.00
454 JONELL LN	060-006817	\$	1,784.50
444 JONELL LN	060-006818	\$	540.00
434 JONELL LN	060-006819	\$	1,530.00
414 JONELL LN	060-006821	\$	216.00
408 JONELL LN	060-006822	\$	382.00
390 JONELL LN	060-006824	\$	382.00
380 JONELL LN	060-006825	\$	243.00
383 JONELL LN	060-006827	\$	1,440.00
393 JONELL LN	060-006828	\$	1,440.00

401 JONELL LN	060-006829	\$	780.00
411 JONELL LN	060-006830	\$	1,415.11
423 JONELL LN	060-006831	\$	480.00
431 JONELL LN	060-006832	\$	1,448.00
441 JONELL LN	060-006833	\$	112.00
453 JONELL LN	060-006834	\$	592.00
457 JONELL LN	060-006835	\$	1,815.00
473 JONELL LN	060-006836	\$	5,604.11
7149 TOMAHAWK TRL	060-006939	\$	609.00
7163 TOMAHAWK TRL	060-006940	\$	744.00
7175 TOMAHAWK TRL	060-006941	\$	1,088.00
7189 TOMAHAWK TRL	060-006942	\$	3,790.00
7201 TOMAHAWK TRL	060-006943	\$	224.00
7213 TOMAHAWK TRL	060-006944	\$	382.00
7225 TOMAHAWK TRL	060-006945	\$	1,034.00
327 JONELL LN	060-006946	\$	648.00
339 JONELL LN	060-006947	\$	2,591.56
357 JONELL LN	060-006949	\$	1,681.00
365 JONELL LN	060-006950	\$	1,764.00
362 JONELL LN	060-006952	\$	975.00
354 JONELL LN	060-006953	\$	2,118.00
344 JONELL LN	060-006954	\$	2,159.56
336 JONELL LN	060-006955	\$	112.00
328 JONELL LN	060-006956	\$	1,462.00
320 JONELL LN	060-006957	\$	1,560.00
7246 TOMAHAWK TRL	060-006958	\$	112.00
7240 TOMAHAWK TRL	060-006959	\$	1,187.56
7230 TOMAHAWK TRL	060-006960	\$	297.00
7218 TOMAHAWK TRL	060-006961	\$	706.00
7196 TOMAHAWK TRL	060-006963	\$	328.00
7184 TOMAHAWK TRL	060-006964	\$	712.00
7172 TOMAHAWK TRL	060-006965	\$	544.00
7160 TOMAHAWK TRL	060-006966	\$	224.00
7148 TOMAHAWK TRL	060-006967	\$	2,160.00
591 BRIGHTSTONE DR	060-007221	\$	2,434.00
6321-6331 E LIVINGSTON RD	060-007531	\$	513.00
6440 BIRCHVIEW DR	060-008086	\$	1,807.50
1280-1290 AIDA DR	060-009301	\$	1,350.00

\$ 480,989.74