



Meredith Lawson-Rowe, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Erin Hill, Ward 4
Barth Cotner, At-Large
Mildred Johnson, At-Large
Stacie A. Baker, 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 13, 2024

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. Regular meeting minutes from the April 22, 2024 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 the Columbus Chapter of Delta Sigma Theta Sorority, Inc.

8. PUBLIC HEARING

- a. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency
- b. An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance No. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment
- c. An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to

Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

9. APPEAL HEARING

- a. Appeal Hearing of Planning & Zoning March 21, 2024 Decision for Application #2024-0116 - 7372 East Main Street

10. REPORTS

a. **West Licking Fire District March Stats**

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

- 1. A Resolution Stating What Services the City of Reynoldsburg will Provide to the Proposed Annexation of Property along Summit Road

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

- 1. An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg
- 2. A Resolution Authorizing the Mayor to Purchase Four (4) Ford Explorer Police Cruisers for the Reynoldsburg Police Department and Waive Competitive Bidding
- 3. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department
- 4. A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court

d. **Public Service & Transportation Committee**

- 1. An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207 acres), and Declaring an Emergency
- 2. An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg
- 3. An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency
- 4. A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

e. **Finance & Administration Committee**

- 1. An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of Reynoldsburg, Ohio, and Declaring an Emergency

2. An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency
3. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event
4. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event
5. An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency
6. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency

11. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Stating What Services the City of Reynoldsburg will Provide to the Proposed Annexation of Property along Summit Road
- b. A Resolution Authorizing the Mayor to Purchase Four (4) Ford Explorer Police Cruisers for the Reynoldsburg Police Department and Waive Competitive Bidding
- c. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department
- d. A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court
- e. A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Parks & Recreation Department, and Declaring an Emergency

13. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg
- b. An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg
- c. An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency
- d. An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of

Reynoldsburg, Ohio, and Declaring an Emergency

- e. An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency
- f. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event
- g. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event
- h. An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency
- i. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency
- j. An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency

14. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency
- b. An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance No. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment
- c. An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment
- d. An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

- a. May 16, 2024 Planning & Zoning Board
May 27, 2024 Memorial Day City Offices Closed
May 28, 2024 Council (NOTE: Tuesday evening meeting)
June 6, 2024 Planning & Zoning Board
June 10, 2024 Council
June 19, 2024 Juneteenth City Offices Closed
June 20, 2024 Planning & Zoning Board
June 24, 2024 Council

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2024**

CALL TO ORDER

Council President Meredith Lawson-Rowe called the meeting to order at 6:30pm.

INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes of April 8, 2024

The regular meeting minutes of April 8, 2024 were approved as submitted.

COMMUNITY COMMENTS

**Quincy Howard
660 Culpepper Drive**

Mr. Howard stated that he is attending Council in support of doing a traffic study for a roundabout at the 5-way intersection. He explained that he spoke with Clerk Prasher before the meeting and learned a lot about what has already been done to better understand traffic at this intersection. He hopes Council will reconsider the decision not to construct a roundabout at that intersection and seriously consider the amount of traffic there.

Mayor Begeny

Mayor Begeny stated that this Saturday there will be a Community Clean Up Day at City Hall in the JFK parking lot and will begin at 9am. He stated that they will have pill disposal, proper flag disposal, bike donations, shredding, as well as bulk and electronics drop off, there will not be hazmat this year as that is done every other year.

Mayor Begeny read a Proclamation for Motorcycle Awareness Month.

**Proclamation
Office of the Mayor**

WHEREAS, Motorcycle riding is a popular form of transportation and recreation for over two hundred thousand people across the state and millions across the nation; and

Whereas, In an effort to make motorcycling in Ohio a safer and more enjoyable sport, motorcycling organizations from around the state are now planning a collective venture to promote Motorcycle Awareness; and

Whereas, Ohio is a national leader in motorcycle registrations and production; and

Whereas, It is especially important that the citizens of our state be aware of motorcycles on the streets and highways, and recognize the importance of motorcycle safety; and

Whereas, All motorcycle organizations, clubs, dealerships, groups, and highway safety officials in our state should join with the Motorcycle Ohio Program and ABATE of Ohio, Inc., in actively promoting safe operation, increased rider training, improved licensing efforts, and motorist awareness; and

WHEREAS, During this month, all roadway and highway users should unite in the safe sharing of roads throughout the State of Ohio;

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, do hereby proclaim the month of May 2024 as
Motorcycle Awareness Month

as I urge all people of Reynoldsburg to join in recognition of this significant occasion and the achievements above mentioned.

ABATE of Ohio thanked the Mayor and Council for inviting them to attend this evening and receiving this Proclamation. He stated that ABATE of Ohio is a motorcycle rights and awareness group and they have people working on legislation at both the state and federal level. He explained that they will be presenting these proclamations on the steps of the Statehouse at 1pm on May 4th.

Parks & Recreation Presentation

Director Bauman introduced Amanda Gehres, the recreation superintendent, and Brian McGuire, the grounds superintendent. She stated that they are here today to discuss a goal that they are working towards that they will eventually need Council

support for. She further explained that they are working towards CAPRA.

The Commission for Accreditation of Parks and Recreation Agencies (CAPRA) is the only national accreditation of parks and recreation departments and is a valuable measure of a department's overall quality of operation, management, and service to the community. Achieving CAPRA accreditation is the best way to demonstrate that our department and our staff provide our community with the highest level of service. The mission of the CAPRA accreditation program supports the achievement of the National Recreation and Park Association (NRPA) mission and is to: provide standards, procedures, and best practices for the evaluation of public park and recreation agencies through a program of self-evaluation and external peer review for the purpose of national accreditation; confer judgment regarding whether agencies have met the national accreditation standards while promoting social equity, health and wellness, and conservation; enhance the performance of park and recreation agencies through data-driven research and seek to continually improve the quality of their programs, services, and facilities; promote agencies that demonstrate overall best practices, excellence and transparency in programming, operations, and management; model diverse, equitable, and inclusive policies and procedures which improve the health and well-being of communities for all people through parks, recreation, and conservation.

So how does CAPRA benefit Reynoldsburg? For our community, it demonstrates that the department meets national standards of best practice. It recognizes the community as a great place to live and helps secure external financial support and reduce costs for the community. It holds the parks and recreation department accountable to the public and ensures responsiveness to meet their needs and ensures that all staff are providing quality customer service. For our department and staff, it proves to decision makers, stakeholders, and the public that our department is operating with the best practices of the profession. It increases credibility and can improve internal and external funding and improves overall operations and increases efficiency. It enhances staff teamwork and pride by engaging all staff in the process and creates an environment for regular review of operations, policies and procedures, and promotes continual improvement.

There are currently 206 accredited park and recreation agencies in the US. 10 of these agencies are in Ohio. CAPRA assists agencies in determining "what we don't know". Once the application is completed, we have 2 years to complete the requirements. There will be in person or virtual visits and must attend in person or virtual hearings. They must complete and pass 154 standards within 10 different categories and be reaccredited every 5 years. They also note why it is important to have a master plan. They must assess current and future recreation needs of the community. Establish a long range vision and help prioritize and budget for capital improvement plans. The planning process builds community support and

encourages new opportunities for future development.

We are currently working in groups of 3-4 to complete the 154 standards. Each group has been assigned 2 categories and 13 of the 15 full time team members have agreed to assist with this project. In 2025 we plan to complete a Parks Master Plan and will request funding for this in the 2025 budget. We will submit the application for accreditation in 2026 or 2027 and complete it in 2028 or 2029.

PROCLAMATIONS

A Proclamation Honoring the Reynoldsburg High School Mock Trial Team

Councilmember Salvati read the Resolution.

Councilmember Baker stated that he was able to attend one of their trials and was very impressed with how the team handled themselves and congratulated them on their success.

President Lawson-Rowe congratulated the team as well.

Councilmember Baker made a motion to approve this Proclamation. Second by Councilmember Johnson. Motion carried.

A Proclamation of Recognition for the Reynoldsburg Raiders Men's' Basketball Team

Councilmember Baker read the Resolution.

Councilmember Strickland made a motion to approve this Proclamation. Second by Councilmember Johnson. Motion carried.

A Proclamation Recognizing Administrative Professional Week & Day by Recognizing City of Reynoldsburg Employees

Councilmember Strickland read the Resolution.

Councilmember Strickland thanked the staff and administrative professionals that are committed to our community and citizens.

Councilmember Baker made a motion to approve the Proclamation. Second by Councilmember Salvati. Motion carried.

MOTIONS

A Motion to Approve the Appointment of Mark Hodge to the Reynoldsburg Tax Board

Council is responsible for approving the recommended appointment by the Council President of Mark Hodge to the Tax Board.

Councilmember Baker made a motion to approve this motion. Second by Councilmember Salvati. Motion carried.

REPORTS

Clerk of Court Report

Clerk of Court Report for March 2024

The Clerk of Court submitted monies collected from the courts held in March 2024 in the amount of

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for April 22, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Hill, Councilmember Johnson, Chair Salvati and President Lawson-Rowe.

An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Meyer stated that he went over the agreement at the previous meeting where they also reviewed a timeline but it has now been requested that the timeline be changed. He clarified that there are no actual changes in the content of the agreement.

Attorney Shook explained that really all they would need to do is move this agreement up one meeting and have the first reading today with the second reading and public hearing at the second meeting in May. They would like to have this passed by the second meeting in May if Council chooses to do so.

Councilmember Pyakurel stated that he read that 10% of the funds will go into a board improvement account and wanted clarification on what this entails. Attorney Shook stated that those funds are typically set aside for infrastructure improvement that are associated with the development like roads and other utility infrastructure. This money goes to the JEDD Board and is only spent if it needs to be.

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

An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance NO. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

Director Meyer stated that this is for the Brice and Main TIFF that was previously passed by City Council. If this Ordinance passes, we would be able to spend this TIFF money throughout the City rather than just in its designated area. This would just allow us to open up our options for where we choose to utilize this money. This would apply to the entire life of this TIFF.

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

An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

Director Meyer stated that this is the same concept as the previous Ordinance but for a different TIFF, this is for the Taylor Square TIFF.

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

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

Director Meyer stated that for changes to be made to the zoning code, they must first be presented to City Council. It will then go to the planning and zoning board after Council decides if they want to move forward with it. They are requesting that Council approve this Ordinance for a first read so that the planning and zoning board can then work on the draft and present their changes at a later time.

Councilmember Strickland asked what changes are being presented tonight. Director Meyer stated that they are now having projects being presented to them that have never been presented in Reynoldsburg before there are some issues they have not addressed before in the zoning code.

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to the Parks & Recreation Department, and Declaring an Emergency

Director Bauman stated that they have received 2 grants, one from the Ohio EPA water bottle refilling station, and one from the Franklin County Board of Developmental Disabilities Changing Spaces Project which allows for funding for adult-sized changing stations in restrooms. They are just requesting for these funds to be moved from the general fund to allow for them to begin these projects.

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

A Resolution Authorizing the Mayor to Sign and Execute a First Amendment for an Assignment and Assumption to the Community Reinvestment Area Agreement Dated December 21, 2022

Director Meyer stated that in 2022 they provided a tax abatement to Central Ohio Primary Care and they are expanding up to about 173 jobs. In the agreement, if ownership of the building were to change it had to be approved by City Council so they are now requesting approval for the ownership change. it would still be operated by Central Ohio Primary Care, but they would no longer be the owners of the building. There is no change in the agreement and all standards must still be met.

Councilmember Strickland asked if there are some regulations about buying and selling that property and how long they must reside there. Director Meyer stated that in order to keep the tax abatement they have to continually meet the employment goals so they do pretty much have to keep it occupied so there would be massive financial penalties if they were to no longer meet the payroll regulations.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for April 22, 2024.

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

An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook stated that several officers within the motor unit have been tasked with enforcing parking regulations in the City and it seems that there may be a few deficiencies when it comes to our parking Ordinances. Attorney Shook stated that he agrees with their observations and recommendations. The first recommendation is to allow vehicles illegally parked in a right of way to be towed rather than give the owners a ticket, but the vehicle not be moved. The other suggestion involved parking in front of mailboxes. Currently, our code states that you cannot park within 3 feet of a driveway, but this does not include mailboxes. Mail carriers will not deliver mail when the mailbox is blocked so they would like to change the code to make it unlawful to park in a way that obstructs access to a residents mailbox.

Councilmember Salvati stated that he is in support of this legislation but also asked for enforcement clarification. Attorney Shook stated that this is most likely going to be enforced by reports from residents, not the motor unit searching for cars parked in front of mailboxes to give tickets. Councilmember Baker and Councilmember Pyakurel voiced their support as well.

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

A Resolution Suspending Enforcement of Chapter 723 Tobacco Retail License of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook stated that on Friday it was a good day for home rule in Franklin County. The City of Columbus did file a lawsuit against the State of Ohio and the City of Reynoldsburg joined Columbus in this lawsuit along with several other communities. The Franklin County Court of Common Pleas issued a temporary restraining order against the State of Ohio in regard to this issue. The more challenging issue for us is that we are located in Franklin, Licking, and Fairfield County, and this restraining order only applies to the State of Ohio, it does not apply to a tobacco retailer who may try to initiate a lawsuit outside of Franklin County. If a lawsuit were to come to Reynoldsburg, the City is responsible for paying the attorney's fees for the successful litigant, which could be quite expensive. He recommended that out of an abundance of caution, they continue to put a suspension on enforcing this legislation.

Councilmember Baker asked what this means for this legislation. Attorney Shook stated that they are not repealing the legislation, just suspending its enforcement.

Councilmember Strickland asked if he has any idea when this may go to the Ohio supreme court. Attorney Shook stated that it is very hard to predict since each court can work at a different speed but this one does seem to be moving slightly faster than the normal case.

Councilmember Pyakurel moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

A Resolution Suspending Enforcement of Section 302.4 Weeds of Chapter 1711 Property Maintenance Code of the Codified Ordinances of the City of Reynoldsburg, Through the Month of May 2024, Under Certain Conditions

Mayor Begeny explained that approximately one year ago they started hearing from code enforcers and community members about excessive grass height in certain areas of Reynoldsburg. When it was brought up to the property owners, they explained the idea of "no mow May". They explained that not cutting the grass during May encourages pollination.

Brandon McKay explained that a pollinator garden is a planned, intentional, and maintained planting of native and noninvasive plants. All plantings must be in accordance with noninvasive species as defined by the Ohio Wildlife Management Agency. It has been stated that no pollinator gardens are permitted within the traffic line of sight or a City of Reynoldsburg right of way in excess of six inches. The perimeter of these gardens must be maintained and cannot be within 3 feet of other properties. Property owners must send a notice to the City of Reynoldsburg with their intentions of creating a pollinator garden and the City will certify it.

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

There is no Public Service & Transportation Committee meeting.

There is no Finance & Administration Committee meeting.

RESOLUTIONS - CONSENT AGENDA

RESULT:	PASSED (UNANIMOUS)
MOVER:	Salvati
SECONDER:	Strickland
AYES:	Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill

A Resolution Authorizing the Mayor to Sign and Execute a First Amendment for an Assignment and Assumption to the Community Reinvestment Area Agreement Dated December 21, 2022

A Resolution Suspending Enforcement of Chapter 723 Tobacco Retail License of the Codified Ordinances of the City of Reynoldsburg

A Resolution Suspending Enforcement of Section 302.4 Weeds of Chapter 1711 Property Maintenance Code of the Codified Ordinances of the City of Reynoldsburg, Through the Month of May 2024, Under Certain Conditions

CONSENT AGENDA FOR FIRST READING

An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance No. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to the Parks & Recreation Department

An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg

OTHER COUNCIL MATTERS

Councilmember Hill stated that she was very excited to hear about the adult changing table grant because they are so important for accessibility.

Councilmember Pyakurel stated that Auditor Cicak gave him a packet stating that 13 languages are spoken in our City services and he is very happy to see those services provided.

Councilmember Baker gave his congratulations again to the Mock Trial Team and Basketball Team. He thanked RPD, doctors, nurses, and teachers. He congratulated the Reynoldsburg Prom King and Queen. He also gave a shout out to the Reynoldsburg Community Baby Shower event for parents of children 0-5 years old on

May 4th.

UPCOMING MEETINGS

May 2, 2024 Planning & Zoning Board
May 13, 2024 Council
May 16, 2024 Planning & Zoning Board
May 27, 2024 Memorial Day City Offices Closed
May 28, 2024 Council (Please note Tuesday meeting.)

As there was no further business, President Lawson-Rowe adjourned the meeting at 8:05pm.

Meredith Lawson-Rowe, Council President

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

financial needs of the City

STAFF REPORT:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN HARRISON TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY

WHEREAS, Harrison Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of

the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Harrison-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

WHEREAS, this Council hereby approves and authorizes the execution and delivery of the JEDD Contract by and between the City and the Township, finding the same to be in the best interests of the City.

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council

is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Harrison Township Board of Trustees and S.R. 158, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance No. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This ordinance would permit service payments generated from this TIF to be spent on public improvements that do not directly benefit the parcels included within this TIF.

AN ORDINANCE TO AMEND ORDINANCE NO. 102-18, AS AMENDED BY ORDINANCE NO. 174-2021 AND ORDINANCE NO. 124-2023, TO AUTHORIZE USE OF SERVICE PAYMENTS FOR PUBLIC IMPROVEMENTS IN SUPPORT OF URBAN REDEVELOPMENT

WHEREAS, pursuant to Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) this Council on October 22, 2018, passed Ordinance No. 102-18, as amended by Ordinance 174-2021 passed on December 20, 2021, and by Ordinance No. 124-2023, passed December 18, 2023 (collectively, the “TIF Ordinance”) thereby declaring improvements to parcels of certain real property located in the City (as described and depicted in the TIF Ordinance and collectively referred to herein as the “Parcels” and each a “Parcel”), to be a public purpose, exempting those improvements from real property taxation for a period of 30 years, specifying public infrastructure improvements to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the “Service Payments”) by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Reynoldsburg City School District and the Eastland-Fairfield Career and Technical Schools (collectively, the “School Districts”) out of the Service Payments; and

WHEREAS, Section 757.70 of Am. Sub. H.B. No. 33 of the 135th General Assembly allows the City Council of an “impacted city” under ORC 1728.01 to find and determine that satisfactory provision has been made for the public improvement needs of the Parcels and that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Parcels are in support of urban redevelopment within the meaning of ORC 5709.41; and

WHEREAS, this Council desires to amend the TIF Ordinance to permit use of Service Payments collected from the Parcels for such public improvements in support of urban redevelopment; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School Districts in accordance with ORC Sections 5709.40 and 5709.83;

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

SECTION 1. Determinations. This Council finds and determines that (a) the City is an “impacted city” under ORC 1728.01 and (b) as a result of actions that City has taken and will take pursuant to the TIF Ordinance, satisfactory provision has been made for the public improvement needs of the Parcels. This Council further finds and determines that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Parcels are in support of urban redevelopment within the meaning of ORC 5709.41.

SECTION 2. Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this ordinance.

SECTION 3. Delivery of Ordinance. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 4. Open Meetings. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 5. Effective Date. This ordinance is effective on the earliest date permitted by law.

PASSED this __ day of _____, 2024.

—

Meredith Lawson-Rowe, Council President

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____ DATE _____
Joe Begeny, Mayor

CERTIFICATE

I, Mollie Prasher, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-2024 as passed by Council of said City on the ____ day of _____, 2024 and as recorded in the Record of Proceedings of said Council.

Mollie Prascher, Clerk of Council

Filed with Mayor: _____

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The public improvements designated by this Ordinance as a public purpose consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and specifically include, but are not limited to, any of the following improvements and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)), together with such improvements hereafter approved by City Council ordinance:

- **Roadways.** Construction, reconstruction, maintenance, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- **Parking Facilities.** The construction or reconstruction of off-street parking facilities.

- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.

- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of private improvements and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety, welfare and economic development.

- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.

- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This ordinance would permit service payments generated from this TIF to be spent on public improvements that do not directly benefit the parcels included within this TIF.

AN ORDINANCE TO AMEND ORDINANCE NO. 137-98, AS AMENDED BY ORDINANCE NO. 123-2023, TO AUTHORIZE USE OF SERVICE PAYMENTS FOR PUBLIC IMPROVEMENTS IN SUPPORT OF URBAN REDEVELOPMENT

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Act") this Council on December 21, 1998, passed Ordinance No. 137-98, as amended by Ordinance No. 123-2023, passed December 18, 2023 (collectively, the "TIF Ordinance") thereby declaring improvements to parcels of certain real property located in the City (as described and depicted in the TIF Ordinance and collectively referred to herein as the "Property"), to be a public purpose, exempting those improvements from real property taxation for a period of 30 years, specifying public infrastructure improvements to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the "Service Payments") by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Reynoldsburg City School District (the "School District") out of the Service Payments; and

WHEREAS, Section 757.70 of Am. Sub. H.B. No. 33 of the 135th General Assembly allows the

City Council of an “impacted city” under ORC 1728.01 to find and determine that satisfactory provision has been made for the public improvement needs of the Property and that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Property are in support of urban redevelopment within the meaning of ORC 5709.41; and

WHEREAS, this Council desires to amend the TIF Ordinance to permit use of Service Payments collected from the Property for such public improvements in support of urban redevelopment; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District and the Eastland-Fairfield Career and Technical Schools in accordance with ORC Sections 5709.40 and 5709.83;

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

SECTION 1. Determinations. This Council finds and determines that (a) the City is an “impacted city” under ORC 1728.01 and (b) as a result of actions that City has taken and will take pursuant to the TIF Ordinance, satisfactory provision has been made for the public improvement needs of the Property. This Council further finds and determines that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Property are in support of urban redevelopment within the meaning of ORC 5709.41.

SECTION 2. Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this ordinance.

SECTION 3. Delivery of Ordinance. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 4. Open Meetings. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 5. Effective Date. This ordinance is effective on the earliest date permitted by law.

PASSED this __ day of _____, 2024.

—

Meredith Lawson-Rowe, Council

President

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____ DATE _____
Joe Begeny, Mayor

CERTIFICATE

I, Mollie Prasher, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-2024 as passed by Council of said City on the ____ day of _____, 2024 and as recorded in the Record of Proceedings of said Council.

Mollie Prascher, Clerk of Council

Filed with Mayor: _____

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The public improvements designated by this Ordinance as a public purpose consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and specifically include, but are not limited to, any of the following improvements and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)), together with such improvements hereafter approved by City Council ordinance:

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- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all

appurtenances thereto.

- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of private improvements and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety, welfare and economic development.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: Appeal Hearing of Planning & Zoning March 21, 2024 Decision for Application
#2024-0116 - 7372 East Main Street

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Mr. Dino Herbert has appealed the Planning & Zoning Board decision of March 21, 2024, of application 2024-0116 for 7372 East Main Street. He is requesting that Council review this decision.



HERBERT ARCHITECTURAL CONSULTING

PO Box 2031
Columbus, Ohio 43216-2240
Phone: 614-585-9229
Email: dino@herbertArchitecture.com

April 18, 2024

Ms. Mollie Prasher
Clerk of Council
Reynoldsburg City Council
7232 East Main Street
Reynoldsburg, Ohio 43068

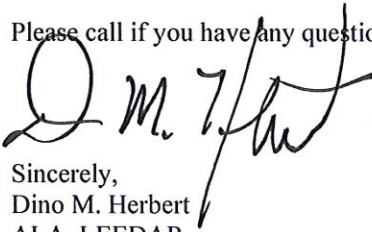
Re: NOTICE OF APPEAL

App#2024-0116 – 7372 East Main Street, Reynoldsburg, OH 43068 (parcel #060-000055)
Owner: Vets M-Tec, LLC (Sheryl Marrero)

Ms. Prasher:

The applicant, Vets M-Tec, LLC (Sheryl Marrero), hereby provides notice of its appeal of the Reynoldsburg Planning and Zoning Board's decision on March 21, 2024, denying its application for 11 variances to the Reynoldsburg Zoning Code.

Please call if you have any questions.



Sincerely,
Dino M. Herbert
ALA, LEEDAP

Cc: Sheryl Marrero – Vets M-Tec, LLC
Robert Wood, Esq. - Wood Law Limited

“Here 2 Help : Conception 2 Completion”

March 5, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Dino Herbert; 7372 E. Main Street: Variance Application

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. The subject site is located at 7372 E. Main Street, with access off of an ally-way. The 0.1 acres is currently vacant, however it was previously being used as an office. The previous building on site has since been torn down. The parcel is zoned ORD-C, Olde Reynoldsburg Commercial District.
- b. The surrounding zoning consist of ORD-C, Olde Reynoldsburg Commercial District to the west, east and south of the site, with a beauty salon to the west, a bridal retail store to the east and real estate and law office to the south of the subject site. The French Run River is to the north of the site, with ORD-N, Olde Reynoldsburg Neighborhood District zoning and a multi-unit building across from the river.
- c. The applicant is requesting eleven variances:
 - i. To reduce the required side setback from 5 feet to 6 inches. Section 1103.11.C.Building Placement. Setback
 - ii. To reduce the required rear yard setback from 30 feet to 5 feet. Section 1103.11.C.Building Placement. Setback
 - iii. To reduce the required lot width of 40 feet to 30.52 feet. Section 1103.11.C.Builidng Placement. Building Form
 - iv. To reduce the required lot frontage from 40 feet to 20 feet. Section 1103.11.C.Building Placement. Building Form
 - v. To reduce the required number of 9 parking spaces to 3 parking spaces. Section 1105.01.E.i
 - vi. To not require a public right-of-way access onto the lot, but to all access via established path. Section 1105.01.G.iv
 - vii. To not require vehicles leaving the premises to be traveling in a forward motion, but to allow them to leave in reverse. Section 1105.01.G.iv
 - viii. To not require 1 designated ADA parking space, but to allow 1 unmarked 12' space. Section 1105.01.G.v
 - ix. To not require 1 loading space on the site. Section 1105.01.G.vii
 - x. To not require interior lot landscaping for the residential land use. Section 1105.07.H.i.1
 - xi. To not require interior lot landscaping for the commercial land use. Section 1107.H.i.2

- d. The applicant has submitted a preliminary site plan showing the proposed layout of the building, parking and elevations of the building. The applicant has also provided a proposed floor plan, along with additional information such as images of the site currently.
 - e. The 2018 Comprehensive Plan, upon which the current zoning code is based, recommends the Olde Reynoldsburg District be a “blend of historic buildings, walkable retail and restaurants, small offices and government buildings”. It recommends sidewalk café seating, ground floor retail with large windows and a pedestrian feel with sidewalks. The Comprehensive Plan also recommends a true mixed-use approach for this area with retail, office and residential.
2. Project Review
- a. The applicant is seeking 11 variances to permit a 2,000 square foot building that has 1,000 square feet of office space with two units located above the office space with external access. The applicant is also proposing a possible outdoor seating area, 3-shared parking spaces and 2 bike parking spaces on the site. This development is intended to be an infill development located in the Olde Reynoldsburg Commercial District, which prioritizes mixed-use developments that promote walkability in the downtown area.
 - b. The following variance factors are considered below:
 - 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.
 - 1. Granting the variances would not be detrimental to the public welfare. The layout of the building and the intended land uses would strengthen the mixed-use pedestrian-oriented nature of the existing historic district.
 - 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.
 - 1. The applicant identifies the land uses as two-family dwelling, a corporate office or possibly retail, as the intended land uses. All three land uses are permitted land uses within the ORD-C, Olde Reynoldsburg Commercial District.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 - 1. The parcel on which the applicant intends to place the development is unique in that it does not have direct access to E. Main Street, and is a very narrow lot, at 30.52 feet wide. Almost all parcels located along with area, that abut the French River have frontage

along E. Main Street. This parcel is also unique in that it would be the only parcel with enough land, to propose some type of development on it, which would not be located along E. Main Street, but also in the floodway/floodplain. Without the requested variances this property would not be able to use the site for any development, which would deprive the property owner of the reasonable use of land.

- 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.
 - 1. The hardship is created due to the unique shape, size and location of the parcel. This parcel was created in 1904, and existed prior to the City's 2020 zoning code change. With the strict limitations of the code, this parcel would not be able to be developed. The applicant would suffer a direct hardship as a result of the Zoning Code.
- 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.
 - 1. The applicant states that they are requesting the minimum variances, which it appears to be accurate.
- 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.
 - 1. Granting the variance would not impair the surrounding properties in any manner. This parcel is located in the downtown area, where buildings are intended to be located closely together to help provided a more walkable environment for residents to enjoy. The public safety would not be affected if the requested variances were granted.
- 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.
 - 1. Granting the variance would allow this property owner to use their property. The parcel itself is non-conforming and developing this parcel would not be possible without granting these variances.
- viii. No non-conforming use of neighboring land or structures in the same district and no permitted or non-conforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - 1. The surrounding non-conforming land uses and parcels are not the rationale used to request the variances. The requested variances

are being asked in an attempt to develop the parcel.

- ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 1. The variance request does not appear to be a matter of convenience, since the layout of the proposed land uses and site, is limited by the small width, location, access and floodplain/floodway on the subject site. Staff has met with the applicant multiple times regarding this parcel, to help ensure that the requested variances are due to the limitations of the parcel and its location, not a matter of convenience.
3. The applicant clearly states in their letter of hardship, why certain zoning standards can not be met. The applicant is trying to meet the intent of the Olde Reynoldsburg design standards, intended land use and overall downtown feel on a parcel that has multiple limitations. Some of the limitations mentioned above are the floodway/floodplain present on the parcel, the fact that the parcel was split in 1904, that the 2020 Zoning Code development standards in place for district would not allow the applicant to meet required lot width, building width, plantings, setbacks as the parcel currently is. Finally that in trying to meet the development standards, the parcel would not actually be able to be developed without granting the variances. Based on these reasons, staff recommends approval of all 11 variances requested.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 14, 2024

To: Ms. Phoenix Buathier, Planning & Zoning Administrator - City of Reynoldsburg

From: Scott Shaffer, PE

Subject: Staff Report for: 7372 East Main Street

Copies: Joseph Begeny, Mayor; William Dorman, Public Service Director;
Eric Meyer, Director of Development; Ryan Andrews, City Engineer

On behalf of the City of Reynoldsburg, EMH&T conducted a preliminary engineering review as part of variance requests of the private development plan for the project located at 7372 East Main Street. The following summarizes our findings and recommendations with respect to this development.

ROADWAY ACCESS AND SITE PARKING

1. The site plan is proposing a mixed-use building which will house office or flex use on the ground floor and two (2) studio living spaces on the second floor.
2. Access to the building is provided by the existing private alley which runs along French Run, located at the rear of the property. There is no access directly to East Main Street.
3. An existing barn/garage structure will be removed to provide space for parking spaces. The site is proposing 3 dedicated parking spaces at the rear of the property. As labeled, one space will be designated for use by the ground floor and one parking space each designated for the studio living spaces on the second floor.
 - a. City Code requires a minimum of 9 parking spaces based on the uses, but only 3 dedicated spaces are provided. Given the limitations of available space, this appears to be the best solution available.
 - b. The site plan shows the ground floor parking space to be 12-feet wide and should be considered the ADA space, but is not labeled/stripped/signed as such. The minimum dimension for ADA spaces is typically an 8-foot space with a 5-foot loading zone.
4. A concrete walk/plaza is shown on three sides of the building to provide walkable space from the parking area to each of the three sides. There is not a direct pedestrian connection to East Main Street based on the parcel and surrounding parcels' configuration.
5. Pavement composition shall meet the requirements as shown in the City's standard drawings.
6. Per the comment response provided, we understand the fire department has reviewed and does not have concerns with the proposed development.
7. Based on the proposed uses and size, a traffic study is not required for the project.

UTILITIES

8. As there was an existing building in this location, it is assumed that the site is already served with water and sanitary sewer and will re-use those services in place. City GIS does not show this information.

STORMWATER

9. An existing catch basin is located near the north east edge of the driveway/parking area. This catch basin is to remain in place to collect localized stormwater. It can be adjusted to grade as necessary.
10. The project site previously had almost entirely all impervious area (pavement or roof). The proposed site plan appears to be similar. With minimal to no change in impervious area, stormwater quantity treatment will not be necessary.
11. As the project construction will disturb less than one acre, and per #8 above, no stormwater quality treatment will be necessary.

DETAILS / SPECIFICATIONS

12. Where applicable, refer to Reynoldsburg Standard Construction Drawings on PGU plans.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 7372 East Main Street	Parcel ID#(s): 060-000055-00
---	--

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Vets M-Tec, LLC 060-000055-00 Sheryl Marrero	
Contact Email: smarrero@savkon.com	Contact Phone Number: 614-372-5069

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name:	Contact Name:
Contact Email:	Contact Phone Number:
Description of Use:	

III. APPLICANT INFORMATION

Applicant Name: Dino Herbert	Applicant Address: 850 Twin Rivers Drive #2031 Columbus, OH 43216
Applicant Phone Number: 614-585-9229	Applicant Email: Dino@HerbertArchitecture.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)
☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

The proposed building is a 2-story wood framed building with office or small retail on the 1st floor and a two studio apartments on the 2nd floor. The 2nd floor is accessed via an exterior stairway.

The zoning variances being sought are indicated on the attached sheet.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: _____ Date: _____

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

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information</u>	<u>Additional Approval Required</u>	<u>PZB Meeting</u>
	Zoning District: _____	☐ Major/Minor Site Plan	Date: _____
	☐ Olde Reynoldsburg District	☐ Other: _____	☐ Approved as Submitted
			☐ Approved w/ Conditions
			☐ Tabled
			☐ Denied
P&Z Administrator: _____		Date: _____	

Reynoldsburg

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

*All Applications are submitted in person,
through mail or to the Building
Department by email at
permit@reynoldsburg.gov.

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

*Please know that an application will not be
processed until payment has been received.

PLANNING AND ZONING BOARD

VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 7372 East Main Street	Parcel ID#(s): 060-000055-00
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I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Vets M-Tec, LLC 060-000055-00	
Contact Email: smarrero@savkon.com	Contact Phone Number: 614-372-5069

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name:	Contact Name:
Contact Email:	Contact Phone Number:
Description of Use:	

III. APPLICANT INFORMATION

Applicant Name: Dino Herbert	Applicant Address: 850 Twin Rivers Drive #2031 Columbus, OH 43216
Applicant Phone Number: 614-585-9229	Applicant Email: Dino@HerbertArchitecture.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)

☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

The proposed building is a 2-story wood framed building with office or small retail on the 1st floor and a two studio

apartments on the 2nd floor. The 2nd floor is accessed via an exterior stairway.

The zoning variances being sought are indicated on the attached sheet.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: [Signature] Date: 2-12-24

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

OFFICE USE ONLY

Additional Notes:

Zoning Information Additional Approval Required
Zoning District: _____ ☐ Major/Minor Site Plan
☐ Olde Reynoldsburg District ☐ Other: _____

PZB Meeting

Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Administrator: _____ Date: _____

Exhibit "A"
Legal Description
For File: 52164308

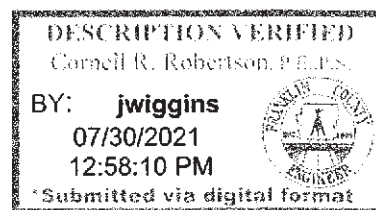
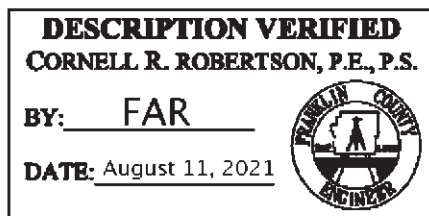
Situated in the County of Franklin in the State of Ohio, and in the City of Reynoldsburg and bounded and described as follows:

Being the east half of Lot No: Eleven (11) in the said City of Reynoldsburg, Ohio, as the same is numbered and delineated on the recorded plat of said City of Reynoldsburg, in the Recorder's Office, Franklin County, Ohio, and being the same premises conveyed to Charles Harmon by Administrator's Deed by Jacob Pickering, Administrator of Edward Dickenson, deceased, and dated November 14, 1982, excepting therefrom a part of said east half of Lot Number Eleven (11) conveyed by James D. Kenney and wife to the Reynoldsburg Bank Company by deed dated June 17, 1904, being more particularly described as follows:

Beginning at the southeast corner of said Lot No. Eleven (11) thence north along the east line of said Lot No. Eleven (11) a distance of fifty (50) feet; thence west parallel with the north line of Main Street in said City of Reynoldsburg a distance of thirty (30) feet, thence south parallel with the east line of said Lot No. Eleven (11) 50 feet to the south line of said Lot No. Eleven (11), thence east along the north line of Main Street in said city, a distance of thirty (30) feet to the place of beginning.

Parcel No: 060-000055-00
Known As: 7372 E Main St, Reynoldsburg, OH 43068

ALL OF
(060)
000055



Zoning variance application – 7372 East Main Street, Reynoldsburg, OH 43068

In regard to the variance above, the following intends to address the standards noted in 1109.11 (D) of the Reynoldsburg Zoning Code. Due to this building not having Main Street frontage, the Planning and Zoning Administrator has determined the building front is north.

Variance(s) to Sections(s):	Required	Provided
1103.11(C) Building Placement		
Setback		
Side yard setback	5'-0"	0'-6"
Rear yard setback	30'-0"	5'-0"
Building Form		
Lot width	40'-0" min	30.52' existing
Lot frontage	40'-0" min	20'-0"
1105.01 Off-Street Parking and Loading		
1105.01(E), Required Parking Spaces		
Table 1105.01A		
	Retail 1/200 sf = 5	
	Residential 2/unit = 4	
	Total required = 9	Total provided = 3
1105.01 G, Parking and Loading Design Standards		
iv. Access	Public ROW ingress	Access via established path
iv. Access	Enter/ leave in forward	Leave in reverse
v. ADA parking	1	1- unmarked 12'-0" space
vii. Loading spaces required	1	Building will not customarily receive/distribute material or services by motor vehicles)
1105.07 H, Interior Lot Landscaping		
i.1. Residential	2" total trunk diameter	None provided
i.2. Commercial	2" total trunk diameter	None provided

- 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.*

The proposed design is consistent with the primary intent of the Olde Reynoldsburg Commercial District (ORD-C), which is to strengthen the mixed-use, pedestrian-oriented nature of the existing historic downtown. The plaza/ walkway on the west side of the building will have sidewalk seating and large ground-floor windows have been provided. Furthermore, a residential component has been added in order to help bolster and support the vibrancy of the downtown.

- 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.*

The ORD-C district allows the proposed uses: two-family dwelling, corporate office or small format retail.

- iii. *There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures, and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.*

The existing parcel is narrow and, though having an East Main Street address, it does not have direct access to East Main. This parcel is unique in this city block and in most of the Olde Reynoldsburg Commercial District

- 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.*

The practical difficulty is a function of the parcel itself and was not created by the Owner. The hardship was created when the parcel was split in 1904.

- 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.*

The variances being sought are the minimum required in order for the Owner to use this parcel in any productive manner.

- 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.*

The adjacent existing building at 7374 East Main is a two-story building with windows on all sides. This variance will not substantially increase public street congestion. The exterior walls will have a fire rating in compliance with the Ohio Building Code and will therefore not increase the danger of fire more than previously. The safety of the public will not be endangered. This building will not diminish or impair the property values of the adjacent area. Adding this building to the existing urban fabric of this area will enhance the vibrancy of the district.

- 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.*

Given the circumstance of this parcel, this request is not an unusual one and will not provide a special privilege to this particular land owner.

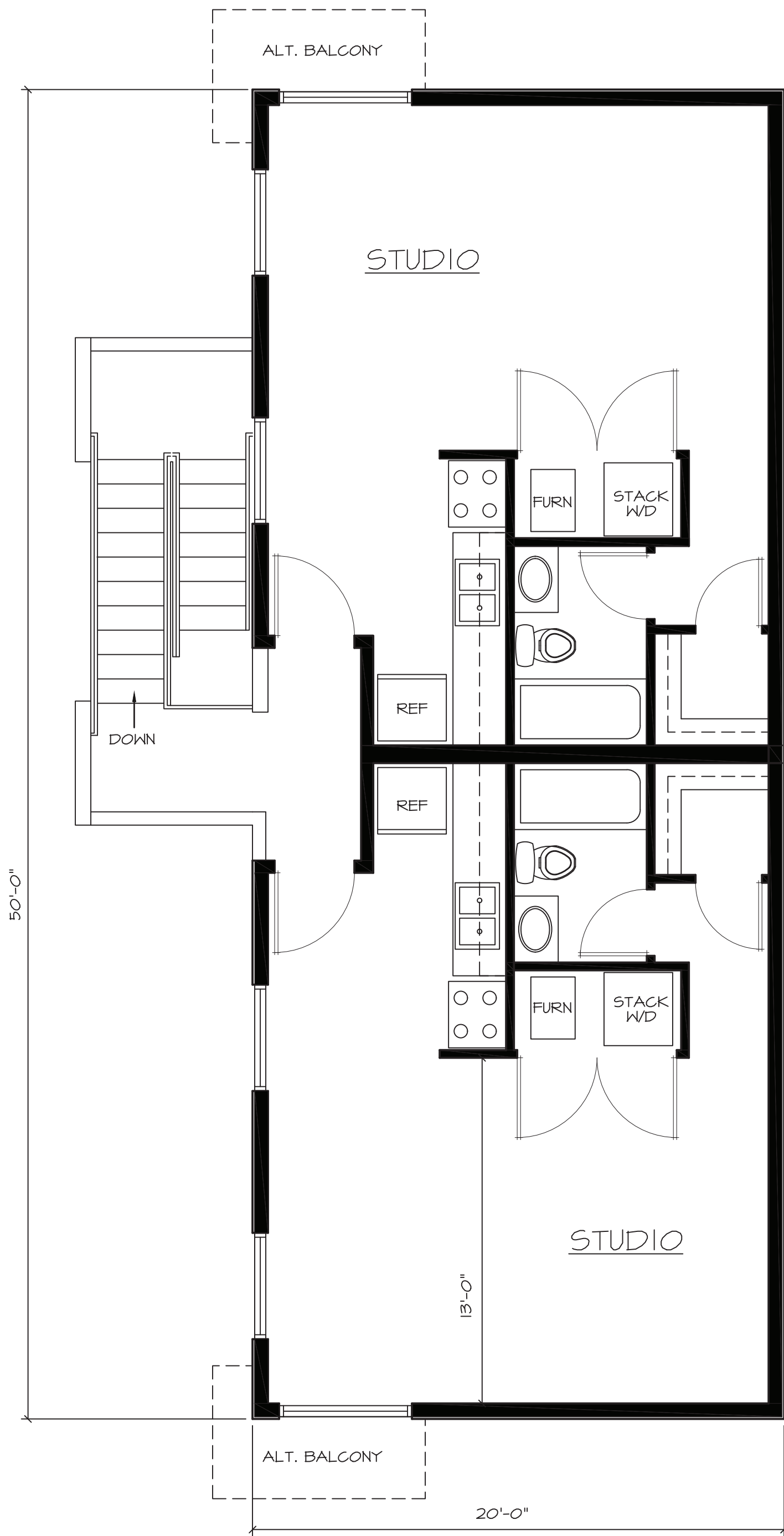
- viii. *No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.*

Nonconforming neighboring land is not the rationale for this zoning variance. This variance request is based solely on the proposed building in an attempt to utilize this parcel in a productive manner and to assist the Owner in becoming an active participant in the continued improvement of the district.

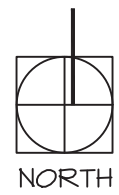
- ix. *The variance is not a matter of convenience when other remedies are available within the provisions of this Code.*

Many design considerations were explored for this proposed building design in order to comply with the Reynoldsburg Zoning Code in all respects as far as physically possible. These variances are being sought as a matter of necessity and not a matter of convenience.

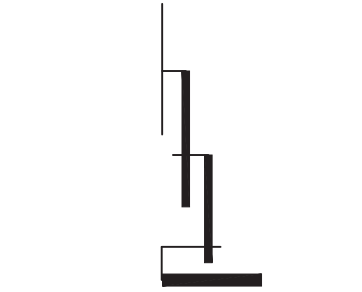
NOT FOR
CONSTRUCTION



PROPOSED 2nd FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED 1st FLOOR PLAN
SCALE: 1/4" = 1'-0"



REVISIONS	
1	2022.00
2	2022.00
3	2022.00
4	2022.00
5	2022.00
6	2022.00
7	2022.00
8	2022.00
9	2022.00
10	2022.00
11	2022.00
12	2022.00

HERBERT
ARCHITECTURE
CONSULTING
DINO M. HERBERT, AIA
Phone 614-585-9229
Dino@HerbertArchitecture.com

MIXED USE
BUILDING
7372 EAST MAIN STREET
REYNOLDSBURG, OH
2202.00

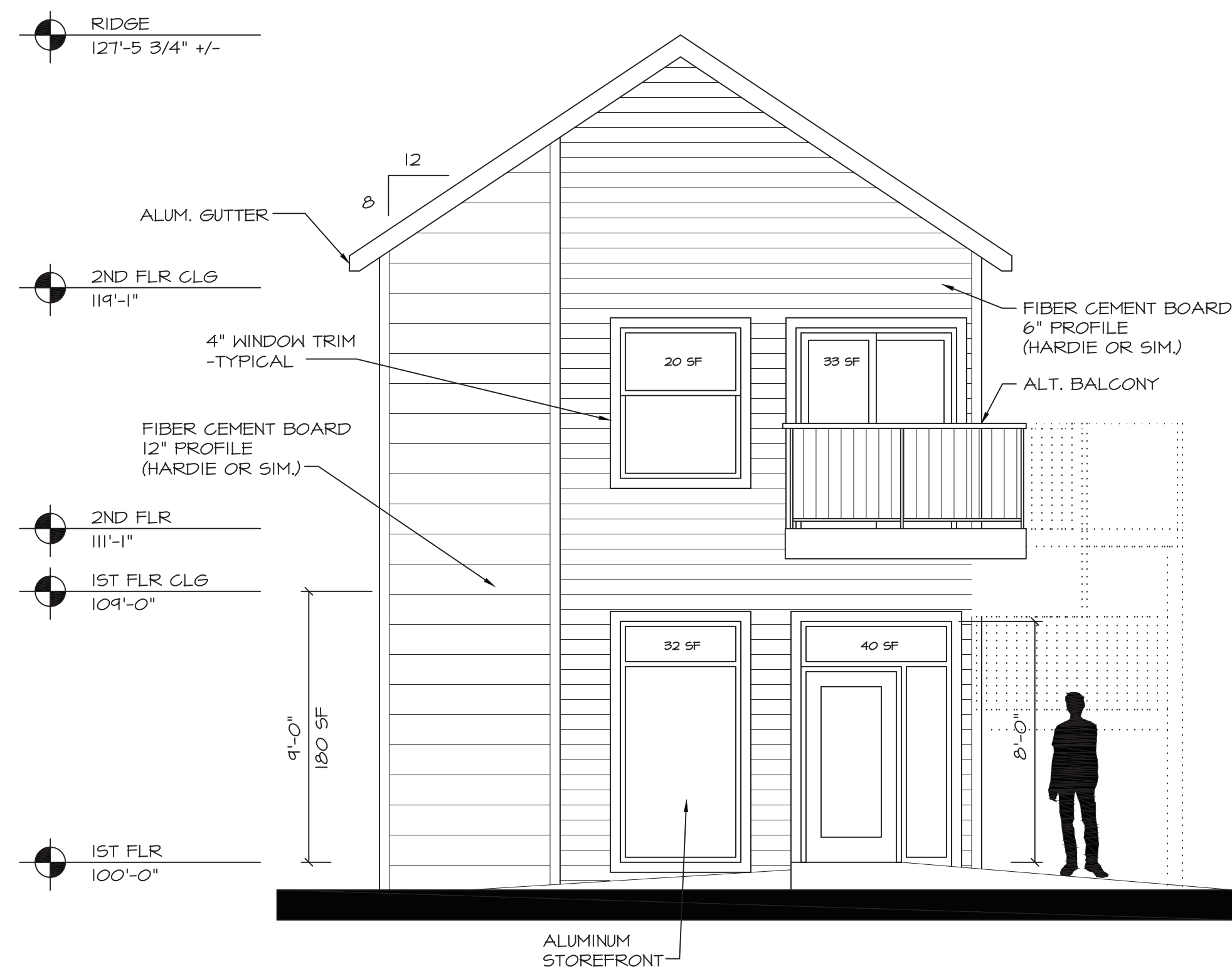
PROPOSED
FLOOR

PLANS

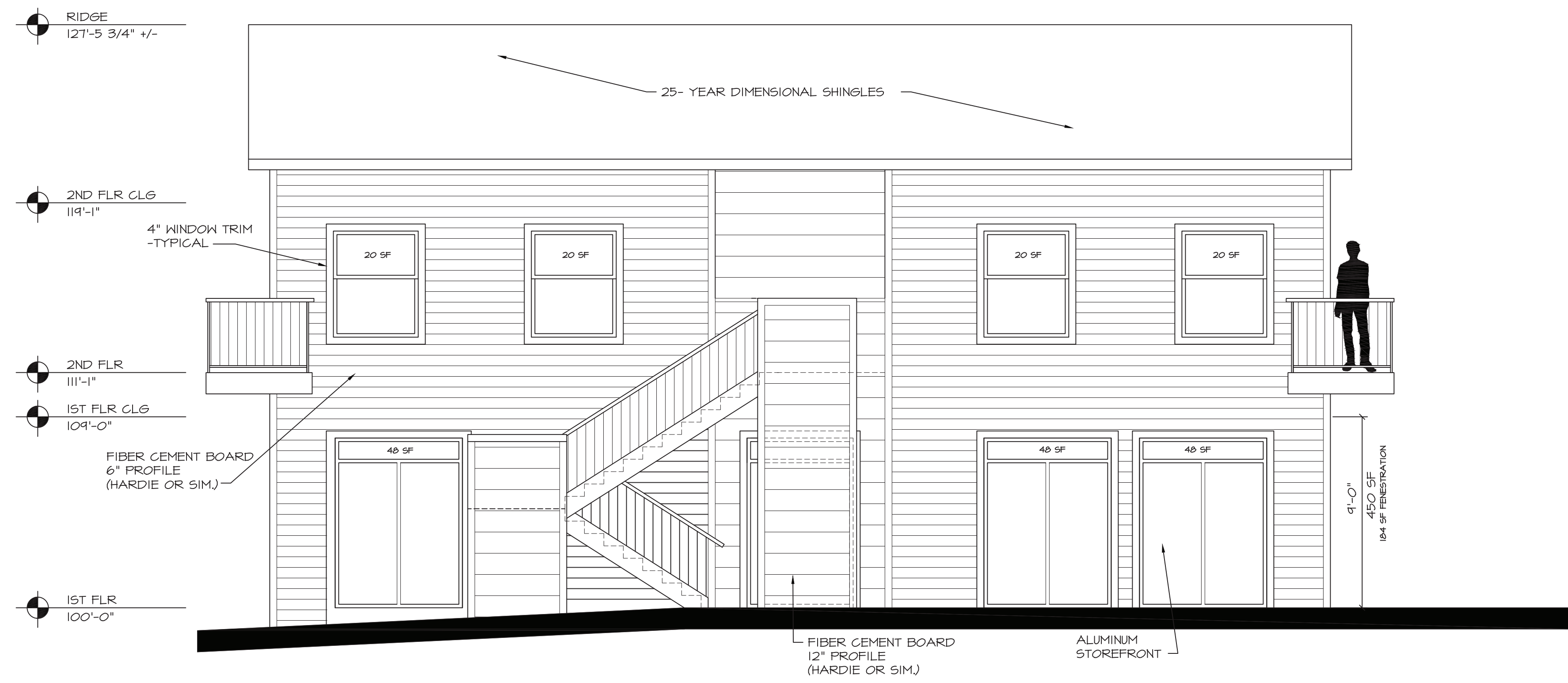
1/4" = 1'-0" SD
02-28-24 2 OF

A1-1

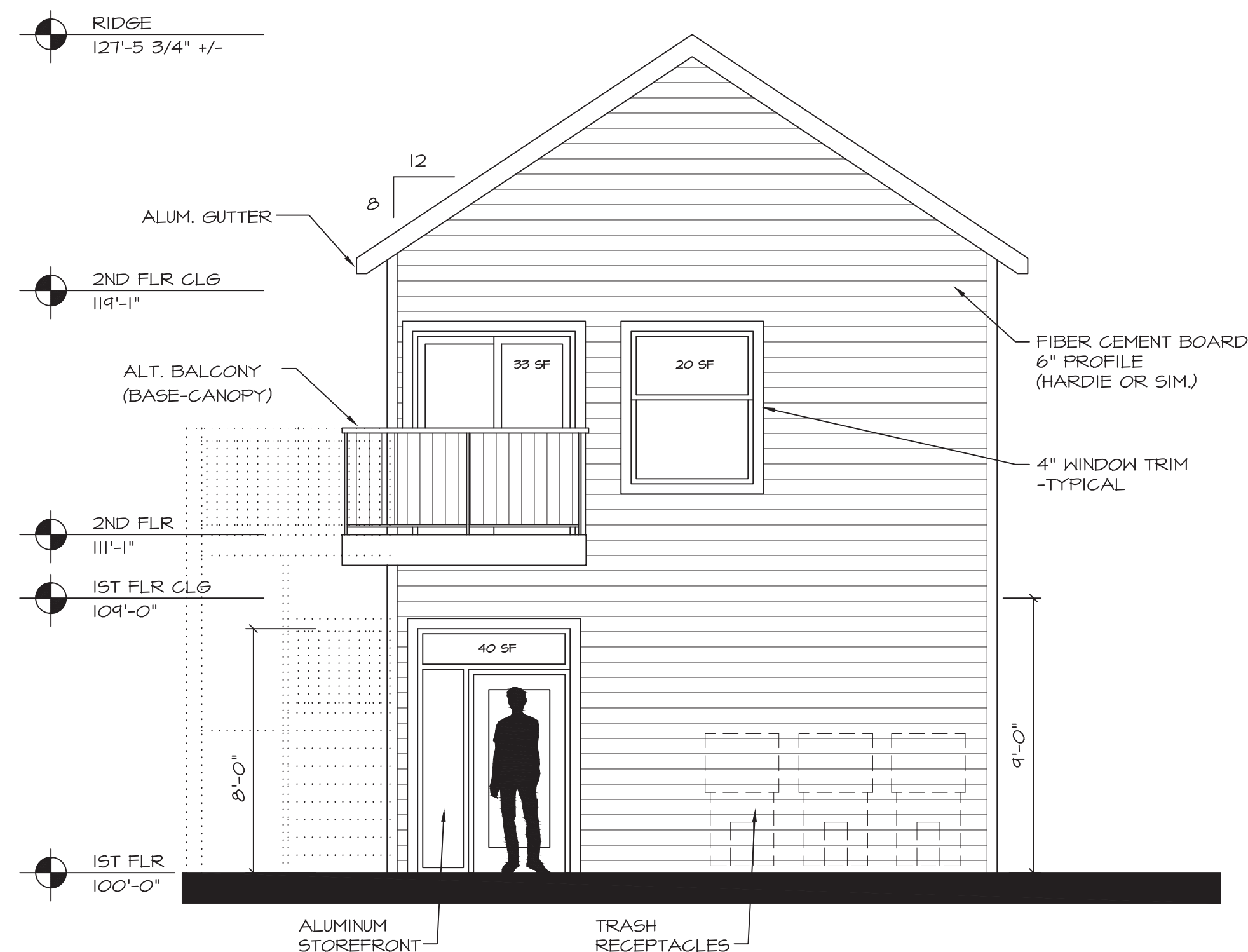
NOT FOR
CONSTRUCTION



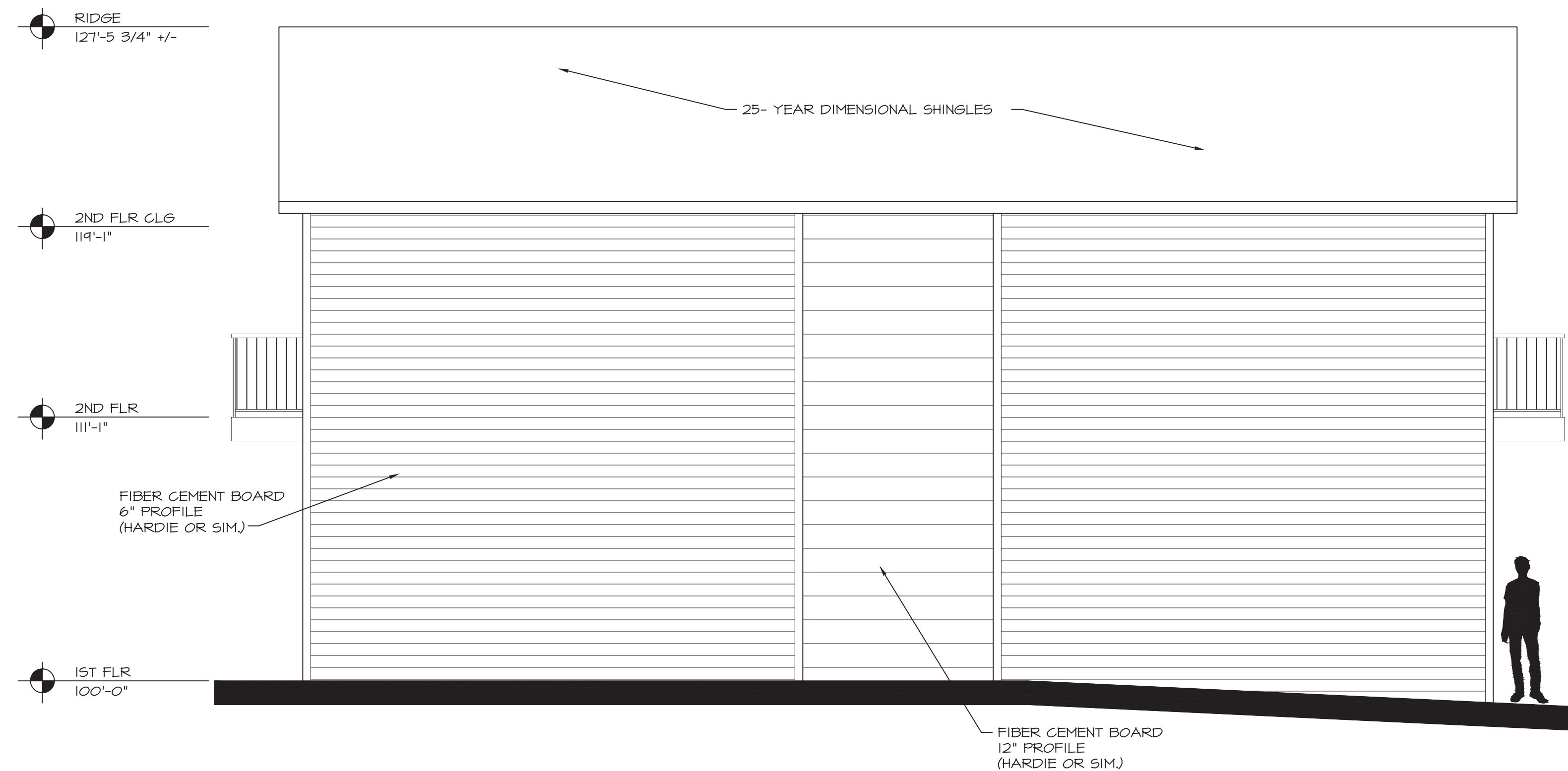
PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"



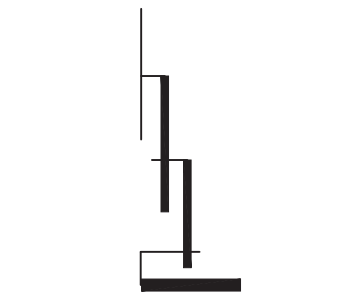
PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



REVISIONS

4'-0" 8'-0" 12'-0"

HERBERT
ARCHITECTURE
CONSULTING
DINO M. HERBERT, AIA
phone 614-585-9229
Dino@HerbertArchitecture.com

MIXED USE
BUILDING
7372 EAST MAIN STREET
REYNOLDSBURG, OH
2202.00

PROPOSED
EXTERIOR

ELEVATIONS

1/4" = 1'-0" SD
02-28-24 3 OF

A3-1

From: [Phoenixx Buathier](#)
To: ["Lieutenant Schmidt"](#)
Cc: [Shaffer, Scott](#)
Subject: RE: 7372 E. Main Street New Building
Date: Tuesday, March 12, 2024 8:28:00 AM
Attachments: [image001.png](#)

Thank you!

From: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Sent: Tuesday, March 12, 2024 8:25 AM
To: Phoenixx Buathier <pbuathier@reynoldsburg.gov>
Cc: Shaffer, Scott <sshaffer@emht.com>
Subject: Re: 7372 E. Main Street New Building

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Thanks, I was just checking.

Currently we don not have any objections with this project.

Thanks,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Phoenixx Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, March 11, 2024 5:11 PM
To: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Cc: Shaffer, Scott <sshaffer@emht.com>

Subject: RE: 7372 E. Main Street New Building

Lt. Schmidt,

There will not be guaranteed access from the parcel in front of it, that is owned by someone else. The ally way behind the lot does not have an access easement, but is private ally that is used as an access from all the people connected to it. They are currently working on having the alleyway along French Run turned over to the City for it to be maintained by the City. This will happen at a later date. There is not way for the private property owner to get access to main street, because the drive is private and owned by somebody else.

Best,

Phoenix Buathier

DEPARTMENT OF DEVELOPMENT

Planning and Zoning Administrator

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Lieutenant Schmidt <LTSchmidt@trurotwp.org>

Sent: Monday, March 11, 2024 3:07 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Cc: Shaffer, Scott <sshaffer@emht.com>

Subject: Re: 7372 E. Main Street New Building

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Ms. Shaffer,

Good morning.

The only question that we have is will we have access to this structure from E. Main Steet?

I know that we won't be able to drive the fire engine or medic down the rear alley way. Will our crew members have the ability to get to hose lines and ground ladders, and EMS equipment to the property via the driveway / alley that is next to 7370 E. Main St. without any obstructions.

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068

614-729-1921 (Office)

614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Tuesday, March 5, 2024 12:24 PM

To: Lieutenant Schmidt <LTSchmidt@trurotp.org>

Cc: Shaffer, Scott <sshaffer@emht.com>

Subject: 7372 E. Main Street New Building

Lt. Schmidt,

I am sending you a variance application for a new building to be built off of E. Main Street at 7372 E. Main St, along with related items that are scheduled for the March 21st Planning and Zoning Board meeting. Our code requires us to send out a staff report at least a week in advance of the meeting. Therefore, I am asking for any comments you may have by March 13th so that we can incorporate them in the staff report that goes out first thing on March 14th.

If you have any questions please feel free to call or email. Thank you for your help.

Sincerely,

Phoenix Buathier

DEPARTMENT OF DEVELOPMENT

Planning and Zoning Administrator

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
March 21, 2024**

CALL TO ORDER

ROLL CALL

PRESENT: Alabi, Brusk, Ward, Kleckley, Furst

ABSENT: Barnhart, Benner

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 03/07/2024

Minutes stand approved.

APPROVAL OF AGENDA

Agenda stands approved

SWEARING IN OF SPEAKERS

Speakers for the evening sworn in by Mr. Furst.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

**App# 2024-0052; 2220 Baltimore- Reynoldsburg Road; Kessler Sign Co.;
Variance**

Ms. Buathier read the staff report into the record.

Mr. Kessler explained that they went back to the drawing board after the last meeting and made it all one continuous sign, which in their opinion, doesn't look good. Mr. Kessler explained that their undue hardship is the way the building is built. They attempted to make the sign contiguous, but the building wouldn't allow

it. They want the sign to look nice while keeping with the branding and the only way to do this is by asking for the variance.

Mr. Brusk is worried about setting a precedent for the area and other tenants that have awnings. Mr. Brusk personally likes the way it is presented now as opposed to before.

Mr. Furst thanked the applicant for making a good faith effort to comply with the law. Mr. Furst shares the concern of the precedent. They have denied applications previously based on branding, so they don't want to make this decision based on branding. However, in his opinion, they have been sympathetic to unique structures. Mr. Furst asked the applicant to describe in a little more detail the buildings' uniqueness.

Mr. Kessler explained that when this was built, the awning was placed there as one piece to protect customers from slipping on the snow, ice and rain. They built it for safety reasons. As the sign company, they have made their best effort to make this one piece aesthetically pleasing.

Mr. Brusk asked if the awning was solid. Mr. Kessler said it was solid.

Mr. Brusk asked staff that since the overhang is solid could you count it as the wall, therefore one wall sign? Ms. Buathier explained that you can't consider a wall sign as the same square footage as the canopy sign. These are individual signs. Mr. Meyer expressed that staff's interpretation is this is two signs.

Mr. Furst reminded the applicant that they will need four votes for an affirmative and we have two board members missing. He did give the applicant the opportunity to table the application if they would prefer to have more votes.

Mr. Furst: I certainly understand that you're trying to make it look as nice as possible. And frankly, I do think that what you propose does look esthetically pleasing. You know, I still have the same objections that I voiced previously that, I'm just not certain how there's deprivation of beneficial use just by not having the canopy signage. I think certainly, if we were depriving of the use to put the Duchess signage there. But, just speaking for myself, I'm quite aware of the products that are sold in convenience stores, and I would venture to guess that most of the patrons would be familiar with them. So, you know, I'm not sure how that would have any impact on the convenience stores business.

Mr. Kessler explained that this is from a marketing and branding standpoint. They are trying to keep up with the times and keep the brand fresh for existing and new customers.

Mr. Furst: Thank you. Unfortunately, there is no room in the code for us to consider those factors, in that manner. There's no weight given to esthetics as far as variances are concerned. At least from my perspective. I am not satisfied that multiple factors have been met. Namely that, 1109.13D, subsection three, the special circumstances or conditions. I'm not convinced that those fully exist on this site. I am also not particularly convinced, subsection four, that there's proof of hardship, nor subsection five that the variance is necessary for the reasonable use of the land or building. At least in my view, the structure and the site is virtually identical to any other gas station in the current district. I do also have the concern of establishing precedent. Especially understand this in a busy commercial district that that may be detrimental. Any other questions? Comments from the board? Well, seeing as how we have duly considered the variance factors listed in section 1109.13D, of our code. I do move that we deny this variance application.

Ms. Kleckley: Second.

RESULT:	Denied
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Brusk, Kleckley, Ward, Furst

App# 2023-5486; 7305 E. Main Street; Richard Holmes; Variance

Ms. Buathier read the staff report into the record.

Mr. Furst asked Ms. Buathier to state the four variances they are requesting.
Ms. Buathier: They are requesting additional signage, so it's to have three signs instead of the permitted two signs. They are requesting internal illumination for one of the north signs, and one of the signs in the rear. They are requesting to allow one of the materials of the projecting sign to be glass, which is not listed, and then they are requesting a specific type of front lit external lighting, which is not listed as the type of external lighting permitted in the code. It recommends external lighting, but it does not specifically call out that type.

Mr. McCash asked that, due to not having a full board, that the application be tabled as they prefer to have a full board present. He did want to clarify that they are not asking for internal illumination on any Main Street signs. The only internal illumination is the barber pole.

Ms Buathier explained that internal illumination is not permitted in the ORDC district, so it is still a big request.

Mr. Meyer asked Mr. Shook to verify that as staff we can't commit to a full quorum at any meeting. Mr. Shook agreed and asked if we have any indication as to any board members absent at the next scheduled meeting. Ms. Buathier said, not that they are aware of.

Mr. Furst: At the applicants' request, I am moving that we table the application until out next regularly scheduled meeting.

Mr. Brusk talked with local barbershops about external barber poles and expressed his concern for poles getting damaged, destroyed or stolen at a tremendous rate. He explained a lot of shops put their poles inside to prevent damage and explained that they may want to talk to their client regarding this. Mr. McCash explained they can address that as part of their presentation.

Ms. Alabi: I second.

RESULT:	Tabled
MOVER:	Furst
SECONDER:	Alabi
AYES:	Alabi, Brusk, Kleckley, Ward, Furst

App# 2023-5487; 7305 E. Main Street; Richard Holmes; Certificate of Appropriateness

Mr. Furst asked if the applicant would also like to table the conditional use. Mr. McCash said, yes.

Mr. Furst: I understand the applicant would like to table this item. I do so move.

Mr. Brusk: I'll second.

RESULT:	Tabled
MOVER:	Furst
SECONDER:	Brusk
AYES:	Alabi, Brusk, Kleckley, Ward, Furst

NEW BUSINESS

App# 2024-0116; 7372 E. Main Street; Dino Herbert; Variance

Ms. Buathier read the staff report into the record.

Mr. Herbert is the architect for the applicant. He explained that they are requesting quite a few variances, but they are all due to where this particular parcel is located and the situation that arose in 1907 when the property was sold.

The building placement is the first. Then off street parking and loading are the next five. The last two are interior lot landscaping. The owner wanted to utilize the existing office building, but the building was not structurally sound. They would also have to rebuild the whole building to meet the Ohio building code. Based on these factors, the decision was made to demolish the existing building and attempt to use this parcel.

Mr. Brusk asked if the board should look at these as a whole or individually. Mr. Furst explained they could do it either way, but asked the board to speak about them individually, if that is the path the board chooses to go.

Mr. Herbert explained that this is one of several steps that need to be taken due to the vicinity of the flood plain and the tiny parcel. After this, a major site plan will be submitted that will show the first floor elevation in relation to the base flood elevation, as well as, as part of that process, they will go through the Certificate of Appropriateness to address the exterior, materials and percentage of fenestration, the slopes, etc. That will be a separate process that will come back to the board.

Mr. Meyer wanted to address the hydrology report because it is not something that typically comes up. Our Chief Building Official, who is also our Floodplain Administrator, will review these documents as part of the building permit process.

Mr. Brusk asked for clarification of the parcel in question. Mr. Furst pointed out there is no Main Street frontage for this structure.

Mr. Brusk asked about the parking and Mr. Herbert explained the three spaces would be in the striped area on the plans. The building will be south of the orange piece. The southern part of the building is actually right about, elevation 864. If you look at the site plan on the right-hand side, just north of where the three trash receptacles are shown, you see the number 864. That is kind of where the existing contour line is. As I understand from the FEMA format, I believe base flood elevation is at 863, which is where I think the finished floor elevation will be, but that will be determined further down the road. So, those three parking spaces are, indeed, within that floodway. It is not part of this variance, but I know there are several other buildings that are on that floodway and the flood administrators typically will allow parking on a floodway where there is more of a hesitancy to allow buildings to be within that jurisdiction.

Mr. Brusk asked if the city had planned to put parking back behind the building. Mr. Meyer explained that these parcels extend into the creek and the parcels are privately owned. The city has been meeting with property owners to have them sign over areas back there, but right now the city is not planning on getting to that until 2025. There is a lot to that project with multiple owners, design work and budgeting. The city would like to do that in the future, but we cannot say for sure that this will happen. Mr. Herbert explained that currently the alleyway is an informal access for all those parcel owners between the Trivium development and the public alleyway, which lines up with Jackson.

Mr. Furst understands that when the property was purchased, there was a structure that had to

be demolished for safety reasons. He asked the applicant what other avenues the property owner consider when rebuilding, as the proposed structure seems to be about the same size. Mr. Herbert explained it is about the same footprint as the existing building.

Mr. Furst asked if the property would still be developed if the board were not able to grant the variance, or would there essentially not be much use.

Mr. Herbert says they have complied with everything else in the zoning code and, because of the location, it is boxed in on the Main Street side. He does not think they could develop anything else here because of a lot of challenges.

Mr. Furst is not aware of any other parcel in this district that has even a few of these challenges. Certainly the lack of Main Street Frontage and the proximity to other parcels.

Mr. Brusk asked if the area to the north could be used for parking. Mr. Herbert explained that the parking shown butts up to the private roadway, and then it drops into the creek, so they cannot go any further back.

Ms. Alabi asked if the only access was through the private road. They confirm that is correct.

She then asked if cars would be required to drive forward and reverse on the private drive.

Mr. Herbert: Because we are 30ft wide. In order to have two-way traffic onto the parcel, we would have to, at least be 38ft. That is tight with an 18-foot-long space with a 20-foot aisle. That is two way. That is all we could do in order to have two way traffic, to be able to park and then back out, to go back out in a forward motion. That is the reason for that particular request.

Ms. Alabi asked if the intent of this build was to be both residential and commercial. Mr. Herbert confirmed, yes, it is a mixed-use building. Ms. Alabi asked if many people will be visiting this commercial space or if it is intended for only a few people. Mr. Herbert said they originally planned for it to be an office space for a single company. The zoning code does allow it to be retail space, but the parking will only be for the people that work there.

Ms. Buathier explained the drivers would back out onto the drive and then continue forward.

Ms. Alabi confirmed that the requested setbacks are from the lot line.

Mr. Furst: I don't have any concerns. This clearly means that the variance factors according to how I read them. Based on the materials that you presented here, in addition, I cannot think of any parcel that even comes close in the historical district that presents a number of these challenges like this.

Mr. Brusk: It looks like you have covered everything that you can. I haven't seen anything that I would say you could do better, or you could find an alternative to, or that it's better not to do this. I think this is a good use of this particular property. I think, though, that whoever moves in both into residential and the commercial needs to know what their limitations will be. Parking is the thing that is a killer for this particular lot. Is there walking distance to a parking lot?

Mr. Herbert thanked Mr. Brusk for bringing that up. There is a parking lot at Lancaster and Main with about 40 spots. Also, the Trivium development is also required to have some public parking as part of its development. Both of these are in walking distance.

Ms. Kleckley asked why they took out the ADA options. Mr. Herbert said they didn't meet the width. It would have to be 13ft as opposed to 12ft. In addition, the owner is currently not ADA required person and asked for the ADA space to be removed. Even if they labeled it as ADA, it

is not quite compliant with what the code says.

Ms. Ward asked if the tenants of the building would be using the alleyway to Main Street to access that property. That is part of the parcel that fronts Main Street, and currently they park a vehicle there to keep people from coming and going. There is no easement and the owner of our parcel has no rights to cross that parcel at that location.

Ms. Ward asked if there is anything about trash or emergency vehicles as part of the Major Site Plan. Ms. Bauthier said the fire department will be notified and have the chance to review. Mr. Herbert said fire did review, and he did not have any issues with this particular situation.

Anne Rouault is the property owner of 7370 East Main that sits directly in front of this parcel. She has concern with the 15-foot easement in place with access to her property. She is concerned with a 1000 sq ft commercial and two residential units with only three parking spaces. She is also concerned with the dumpsters because it is commercial, not bins, so her concern is with who will pick these up.

Mr. Shook explained that the city doesn't have the authority to enforce a private deed restriction, and he can't give them legal advice regarding enforcement of that deed restriction. Last year, sometimes, the trash receptacle code was amended, and he believes that this square footage may require a dumpster, but that will come up in the building review.

Ms. Ward asked the applicant if they has considered a smaller project than the one they proposed.

Mr. Herbert said they couldn't access the upper floor if they were to put that building in the middle. They believe they are meeting the intent of the zoning code by adding mixed-use properties. They believe they are doing the best they can regarding this parcel. Ms. Ward suggested a smaller retail space and maybe one unit on top, and then they would have the parking. Mr. Herbert said they could not get any more parking. He is not aware of the 15-foot easement the neighbor was talking about, but this building's footprint is no larger than what was previously there.

Mr. Herbert is not sure how trash is picked up currently, but they will address that through the building process.

Mr. Herbert: Once upon a time, when this parcel was first sold to Reynoldsburg, they had written in there to actually leave a ten-foot driveway, but that kind of fell away over the years, and it no longer got recorded. I think they intended for it to have access to Main Street, but it just fell away. The person that bought it from the Kennedys bought it in 1915. By the time he passed away in 37, it was no longer being recorded with this parcel. That I think stopped in the early 70s for the southern parcel.

Mr. Furst noted that this lot split predates the existence of any zoning code, let alone zoning in this city.

Mr. Furst: Having considered the variance factors laid out in section 1109.13D of our code. I do move that we accept the application and grant all the variances based on staff's recommendation with all of the attendant conditions they identified. Do I have a second?

Mr. Brusk: I second.

Ms. Buathier told the applicant that they will need four out of five votes and if it is denied, there is a-year waiting period.

Mr. Furst offered to withdraw the motion if the applicant wished to table the application until there are more board members.

Mr. Herbert thinks they have done all they can do given the constraints of this parcel and wishes to proceed.

Mr. Furst: My motion is acceptance of the application granting the variances with any conditions listed in the staff report.

RESULT:	Application was denied
MOVER:	Furst
SECONDER:	Brusk
AYES:	Brusk, Furst
NAYS:	Alabi, Klackley, Ward

OTHER BUSINESS

Future Training Dates

Staff asked the board members to coordinate with staff to identify what meetings they would be available to stay after for training.

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: West Licking Fire District March Stats

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

MARCH BOARD STATS

Total Calls by Township/City	
Etna	106
Harrison	60
Jersey	11
Kirkersville	4
New Albany	9
Pataskala	215
Reynoldsburg	98
Hebron	37
Union	47
Mutual Aid	54
Total	641

Apparatus Name	
45B401	107
45E402	35
45E405	23
45M401	172
45M402	84
45M403	116
45M404	165
45M405	34
45M406	87
45B402/Admin Chiefs	19
45R401	89
45E406	58
45TWR403/E403	93

Total Calls by Shift		
Shift		Total
1 Unit		208
2 Unit		220
3 Unit		213
Total		641
Total Calls by Station		
Station		Total
Station 401		180
Station 402		76
Station 403		78
Station 404		163
Station 405		44
Station 406		100
Total		641

Mutual Aid Response	
M/A Received	M/A Given
38	54

District Response Average	
	5:05

Dispatch to On scene Average	
Etna	6:03
Harrison	5:14
Jersey	5:11
Kirkersville Village	5:00
New Albany	5:39
Pataskala	4:56
Reynoldsburg	5:03
Hebron	3:25
Union	5:15



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Stating What Services the City of Reynoldsburg will Provide to the Proposed Annexation of Property along Summit Road

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL
PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG SUMMIT ROAD**

WHEREAS, Glen Dugger of Smith & Hale, on behalf of Maplewood Farms LTD, parcel number 011-02659800.003, Carol Christy and Richard Halley, parcel number 011-026598-00.002, and Richard F. Harvey, Richard F. Harvey Living Trust, parcel number are the owners of approximately 69.7 acres of land located along Summit Road is requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation into the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the

community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

A. The services of a full-time administrative staff including the City Attorney, City Auditor, Utility Clerks, Clerk of Court, and Income Tax Commissioner.

B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.

C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately ten minutes.

D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.

E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.

F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.

G. In addition, the properties, included in the annexation territory, will be enhanced due to the following City amenities:

1. The following parks and public facilities:

- a. Parks – JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
- b. The Livingston House and Park
- c. Reynoldsburg Senior Center
- d. Reynoldsburg Community Center

Section 2. Wastewater collection, treatment and water treatment and distribution. The City has the capacity to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the construction of water and sewer mains. The City's services are as

follows:

A. A 12" water main extension can serve this property.

B. A 12" sanitary sewer line is available on an adjacent property. Access to that line would be the responsibility of the petitioner.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term "buffer" includes open space, landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County.

Section 6. That this Resolution is in effective immediately upon adoption by Council and the signature by the Mayor.

ORDINANCE NO. 13-2024

AN ORDINANCE ASSUMING MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF SUMMIT ROAD BETWEEN THE SOUTHERN MOST BOUNDARY OF PARCEL NUMBER 011-026598-00.003 AND THE NORTHERN MOST BOUNDARY OF PARCEL NUMBER 0011-26598-

00.22 UPON ANNEXATION OF SAID PARCELS INTO THE CITY OF REYNOLDSBURG, AGREEING TO COOPERATE IN THE MAINTENANCE OF SAID ROADWAY, AND INDEMNIFYING THE TOWNSHIP OF ETNA AND LICKING COUNTY, AND DECLARING AN EMERGENCY

WHEREAS, owners of real property located along Summit Road in Etna Township have expressed a desire to annex into the City of Reynoldsburg corporate limits and will file one or more petitions for annexation with the Licking County Commissioners; and

WHEREAS, as a condition of annexation, Ohio Revised Code Section 709.033(A)(6) requires the annexing municipal corporation to assume maintenance responsibility of any and all highways or streets that will be segmented or divided by such annexation; and

WHEREAS, the proposed annexation of parcel numbers 011-026598-00.003 and 011-026598-00.002 (the "Parcels") will segment Summit Road from the center line of the road between the Parcels and Licking County parcel number 107-017808-00.000, which is located in the City of Reynoldsburg; and

WHEREAS, upon annexation of the Parcels, the City shall assume responsibility for all areas associated with Summit Road between the northern and southern boundary lines of the Parcels and adjacent to parcel number 107-017808-00.000; and

WHEREAS, the Council of the City of Reynoldsburg has determined that it has the necessary resources to maintain such roads upon annexation of the proposed territory into the City of Reynoldsburg.

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

SECTION 1: The City of Reynoldsburg hereby agrees it will assume maintenance responsibility, including, but not limited to, paving, striping, drainage, installation and maintenance of traffic control devices, and snow removal, of the full width of Summit Road from the southern-most boundary of Parcel Number 011-026598-00.003 and the northern-most boundary of Parcel Number 011-026598-00.002 upon annexation into the City of Reynoldsburg, as shown on the map attached as Exhibit A.

SECTION 2. The maintenance responsibilities assumed by the City of Reynoldsburg in Section 1 above shall commence from and after the effective date of the annexation of the Parcels.

SECTION 3. The City of Reynoldsburg hereby agrees to indemnify and hold harmless Etna Township and Licking County and their employees [as defined in R.C. 2744.01(B)] from any and all suits, claims, demands, costs, damages, attorney fees, charges, liabilities and expenses

whatsoever which Etwa and Licking County may at any time sustain or incur or become liable for by reason of or in consequence of injury or death to person or property arising from said City's maintenance of, or failure to properly maintain these sections of Summit Road following their respective annexations, as shown on the map attached as Exhibit A.

SECTION 4: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and to ensure timely acceptance to allow for timely transfer; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

PASSED this 8th day of April, 2024.



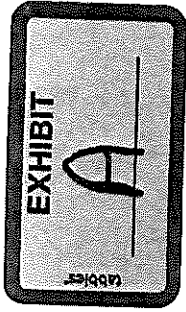
Meredith Lawson-Rowe, Council President

ATTEST: Mollie Prasher
Mollie Prasher, Clerk of Council

APPROVED: Joe Beggs DATE 4/8/2024
Joe Beggs, Mayor

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg,
I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg,
do hereby certify that the foregoing are copies of the originals, now on file,
and have been certified by me, and the same are a true and correct copies.
WITNESS by my signature, this 22nd day of April, 2024.

Mollie Prasher
Mollie Prasher, Clerk of Council
City of Reynoldsburg



RESOLUTION

IN THE MATTER OF FILING EXPEDITED II PETITION AND MAP FOR ANNEXATION
- ETNA TOWNSHIP TO THE CITY OF REYNOLDSBURG - REYNOLDS/AGENT - FILE
#4-2024 - (69.4+/- ACRES)

BE IT RESOLVED by the Board of County Commissioners, County of Licking, State of Ohio:

That we did hereby receive and file an **EXPEDITED II** annexation petition, and map by Jackson Reynolds, located at 37 West Broad Street, Suite 460, Columbus, Ohio 43215, as required by ORC Section 709.02 - 709.023, to annex certain territory, adjacent and contiguous to the City of Reynoldsburg, containing 69.4+/- acres, more or less, in Etna Township; also known as File #4-2024.

BE IT FURTHER RESOLVED that the **FILE** date for this annexation is hereby noted as Thursday, May 2, 2024.

CC:	Michael L. Smith, Auditor Clerk, City of Reynoldsburg Fiscal Officer, Etna Township Trustees Jackson Reynolds, Agent E-911 Jared Knerr, County Engineer Brad Mercer, Planning Department City of Reynoldsburg, Engineer Kyle Schaper, Auditor's Office	Sheriff Randy Thorp Board of Health Board of Elections Board of Education Jenny Wells, Pros. Atty. Mayor, City of Reynoldsburg Carolyn Carnes, LC Pros. Atty Angela Farley, Planning Dept. FILE
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Motion by	BLACK	seconded by	BUSB
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that the resolution be adopted was carried by the following vote:

YEAS: *Duane H. Flowers* * *Rick Black* * *Timothy E. Bubb*

NAYS: _____ *

Duane H. Flowers Rick Black Timothy E. Bubb	Adopted: May 2, 2024 <u><i>Beverly Adzic</i></u> Beverly Adzic, Clerk/Administrator
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EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)
TO THE REYNOLDSBURG
OF 69.4 ACRES MORE OR LESS
IN THE TOWNSHIP(S) OF ETNA

TO THE BOARD OF COUNTY COMMISSIONERS
OF LICKING COUNTY, OHIO:

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of 69.4 acres with a total perimeter boundary of 7884.67', more or less, in the Township(s) of Etna which area is contiguous along 5781.97 or 73% and adjacent to the City of Reynoldsburg, do hereby pray that said territory be annexed to the City of Reynoldsburg according to the statutes of the State of Ohio and that no island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof.

In support of said Petition, your petitioners state that there is/are within the territory so prayed to be annexed three (3) OWNER(S) OF REAL ESTATE.

Jackson B. Reynolds, III, whose address is 37 West Broad Street, Suite 460, Columbus, Ohio 43215, is hereby appointed Agent for the undersigned Petitioner(s), as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Licking County Engineer in his examination of the Petition and Plat. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners on, before, or after the date set for hearing on this Petition.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THE SPECIAL ANNEXATION PROCEDURE SET FORTH IN SECTION 709.023, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAME

DATE

ADDRESS

Carol S. Christy

Carol S. Christy

Richard Halley

Richard Halley

By:

Maple Wood Farms Ltd.

DATE

ADDRESS

29/3/2024

3/29/2024

Milledgeville

146 Commodore Dr. GA 31061

146 Commodore Dr. - new

Same as Above

Page 1 of 1

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023)
TO THE REYNOLDSBURG
OF 69.4 ACRES MORE OR LESS
IN THE TOWNSHIP(S) OF ETNA

TO THE BOARD OF COUNTY COMMISSIONERS
OF LICKING COUNTY, OHIO:

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<u>NAME</u>	<u>DATE</u>	<u>ADDRESS</u>
Carol S. Christy		
Richard Halley		
By: Maple Wood Farm LTD Maple Wood Farms Ltd. <i>Col + Chs</i>	3/27/24	1230 E. SANDLEY ST. FINDLAY, OH <i>Managing Member</i>

Page 1 of 1

hoskins.exp.pet.anx(elt)
3/26/24 F:\Docs\68hamner\2024

OPERATING AGREEMENT
of
MAPLE WOOD FARMS, LTD

This Operating Agreement of Maple Wood Farms, Ltd, an Ohio Limited Liability Company, is entered into on December 24, 1995, by and among the Company and Lucille H. Christy, Cathy L. Meister, and Robert L. Christy, the persons executing this Agreement as Members. (See Schedule A for members' addresses and the Appendix for definitions.)

Article I
Formation

1.1 Organization. This Limited Liability Company is formed pursuant to the laws of the State of Ohio and the Ohio Limited Liability Company Act (as defined in Appendix 1.1), including statutory amendments which may be enacted from time to time.

1.2 Agreement. For and in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended. The Members expressly intend that this Agreement shall be the sole source of agreement of the parties. Except to the extent a provision expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act (as defined in Appendix 1.1), the Agreement shall govern, even when inconsistent with or different than the provisions of the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible to make it effective. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Agreement valid which was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.3 Name. The name of the Company shall be **Maple Wood Farms, Ltd.**

1.4 Effective Date. The Agreement shall become effective upon the filing and acceptance of the Articles of Organization with the Secretary of State.

1.5 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and the Agreement on January 1, 2026, unless the term shall be extended by amendment to the Agreement and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.6 Agent for Service of Process. The agent for service of process on the Company shall be **Robert L. Christy** of 11756 County Road 264, Alvada, OH 44802. The Managing Members may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Members shall

promptly designate a replacement agent or file a notice of change of address, as the case may be. If the Members fail to designate a replacement agent or change of address, any Member may designate a replacement or file notice of change of address.

1.7 Principal Office. The principal place of business and office of the Company shall be in Licking County or such other place or places as the Members may later determine.

Article II *Nature of Business*

The Company shall own and manage farm and other real estate. The authority granted to the Managing Members to bind the Company shall be limited to actions necessary or convenient to this business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business. If the Members unanimously desire, the Company may engage in any other lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business.

Article III *Accounting and Records*

3.1 Records to be maintained. The Company shall maintain the following records at the Principal Office:

3.1.1 A current list of the full names and last known addresses of the Members;

3.1.2 A copy of the Articles of Organization and all amendments, together with executed copies of any powers of attorney, if any, pursuant to which any Articles have been executed or amended;

3.1.3 Copies of the Company's federal, state, and local income tax returns and Company reports for the three most recent years;

3.1.4 Copies of the Company Agreement, including all amendments, together with executed copies of any powers of attorney pursuant to which any Articles have been executed or amended;

3.1.5 Copies of any financial statements of the Company, including records of transactions and net worth statements, for the three most recent years;

3.2 Reports to members. The Managing Members shall provide reports at least

annually to the Members other than Assignees (as defined in Appendix 1.6) at such time and in such manner as the Managing Members may determine reasonable.

The Managing Members shall promptly provide all Members with tax information returns as required by the Internal Revenue Code and the laws of Ohio and any other state where the Company does business. Each Member has the right to obtain the documents and reports in Paragraph 3.1 upon reasonable demand.

3.3 Accounts. The Managing Members shall maintain a record of Capital Account for each Member in accordance with Article VI.

Article IV *Rights and Duties of Members*

4.1 Management rights. All Members (other than Assignees) who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members. Actions shall require the consent of a majority in interest of the Members, unless unanimous consent is otherwise provided in this agreement.

4.2 Meetings. The Members shall hold annual meetings at times and places to be selected by the Managing Members. In addition, any Managing Member may call a special meeting to be held at the Company office or other specified location at any time after the giving of ten (10) days notice to the other Members. Any Member may waive notice of or attendance at any meeting of the Members and may attend by telephone or any other electronic communication device or may execute a signed written consent. At a meeting, the Members shall transact business as may properly be brought.

4.3 Minutes. The Managing Members shall keep regular minutes of all their proceedings. The minutes shall be placed in the minute book of the Company.

4.4 Actions Without Meeting. Any action required by statute or by this Agreement to be taken at a meeting of the Members, or any action that may be taken at a meeting of the Members, may be taken without a meeting by a consent in writing. The written consent shall set forth the action taken, shall be signed by all of the Members entitled to vote with respect to the subject matter, and shall have the same force and effect as a unanimous vote of the Members. Any signed consent, or a signed copy of the consent, shall be placed in the minute book of the Company.

4.5 Majority. Whenever any matter is required or allowed to be approved by a Majority of the Members or a Majority of the remaining members under the Ohio Act or this Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of Members having Sharing Ratios in excess of one-half of the Sharing Ratios of all the Members entitled to vote on a particular matter. Assignees and, in the case of approvals

to withdrawal where consent of the remaining Members is required, dissociating Members shall not be considered Members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not been removed as provided below, the Sharing Ratio of such Assignee shall be considered in determining a Majority and such member's vote or consent shall be determined by such Sharing Ratio.

4.6 Liability of Members. No Member shall be liable as such for the liabilities of the Company. The failure of a limited liability company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Ohio Act shall not be grounds for imposing personal liability on the Members of Managers for liabilities of the limited liability company.

4.7 Indemnification. The Company shall indemnify the Members, Managing Members, and agents for all costs, losses, liabilities, and damages paid or accrued by such member, Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of Ohio.

4.8 Representations and Warranties. Each Member, and in the case of an organization, the persons executing the Company Agreement on behalf of the organization, represents and warrants to the Company and each other Member that (a) if that Member is an organization, it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to this Agreement to perform its obligations; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the Member acknowledges that the interest has not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

4.9 Conflicts of Interest.

4.9.1 A Member, including a Managing Member, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter. Members shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member, without the consent of the other Members in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company property including information developed exclusively for the Company and opportunities expressly offered to the Company.

4.9.2 A member, including a Managing Member, does not violate a duty or

obligation to the Company merely because the member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law.

4.9.3 No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Managing Members or disinterested Members, in either case knowing the material facts of the transaction and the Member's interest, approve or ratify the transaction.

Article V *Managing Members*

5.1 Original Managing Members. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managing Members. The Managing Members shall be Members of the Company. The initial Managing Members shall be all of the Members, Lucille H. Christy, Cathy L. Meister, and Robert L. Christy.

5.2 Term of Office as Managing Member. No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earlier of:

5.2.1 Dissociation of such Managing Member by withdrawal or death,

5.2.2 Resignation or retirement of the Managing Member, or

5.2.3 Removal of the Managing Member.

5.3 Replacement of Managing Member. Upon the termination of the Managing Member's term of office as provided in Paragraph 5.2, the Members by unanimous consent shall select a Member to serve as the new Managing Member.

5.4 Authority of Members to Bind the Company. The Members agree that only the Managing Members and authorized agents of the Company shall have the authority to bind the Company. No Member other than a Managing Member shall take any action as a Member to bind the Company and shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such member. Each Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation (except for the terms of Paragraph 5.5):

5.4.1 The institution, prosecution, and defense of any Proceeding in the Company's name;

5.4.2 The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with property, wherever located;

5.4.3 The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;

5.4.4 The entering into contracts and guaranties; incurring of liabilities, borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;

5.4.5 the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning money to, and otherwise helping members, officers, employees, and agents;

5.4.6 the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

5.4.7 the appointment of employees and agents of the Company, the defining of their duties, the establishment of compensation;

5.4.8 the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

5.4.9 The making of donations to the public welfare or for religious, charitable, scientific, literary, or educational purposes;

5.4.10 the payment or donation, or any other act that furthers the business and affairs of the Company;

5.4.11 the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

5.4.12 the purchase of insurance on the life of any of its Members or employees for the benefit of the Company;

5.4.13 the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

5.4.14 the indemnification of Members or any other person.

5.5 Actions requiring Member authorization. Unless authorized by the members or unless the Company has dissolved, Managing Members have no authority to engage in the following activities:

- 5.5.1 The admission of Assignees to Management Rights;
- 5.5.2 The continuation of the Company after a dissolution event;
- 5.5.3 The issuance of additional membership interests;
- 5.5.4 The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;
- 5.5.5 The assignment of Company property in trust for creditors;
- 5.5.6 The disposal of the Company's goodwill;
- 5.5.7 Any other act to make it impossible to carry on the ordinary business of the Company;
- 5.5.8 The confession of a judgment; or
- 5.5.9 The submission of a Company claim or liability to arbitration or reference.

5.6 Actions of the Managing Members. Each Managing Member has the power to bind the Company as provided in this Article V. If all of the Members share in the management of the Company, they shall determine any difference of opinion by a majority vote of their Sharing Ratios. If the management has been delegated to Managing Members and not all of the members are Managing Members, any difference arising as to any matter within the authority of the Managing Members shall be decided by a majority in number (per capita and not a majority based upon Sharing Ratios) of the Managing Members. No act of a Member in contravention of such determination shall bind the Company to persons having knowledge of such determination. Notwithstanding such determination, the act of Managing Member for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Article V, shall be binding, and no person dealing with the Company shall have any obligation to inquire into the authority of the Managing Member acting on behalf of the Company.

5.7 Compensation of Managing Member. Each managing Member shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation, in an amount to be determined from time to time by the affirmative vote of a majority of the Members.

5.8 Managing Members' standard of care. A Managing Member shall discharge his duties to the Company and other Members in good faith and in a manner he reasonably believes to be in the best interests of the Company as an ordinary, prudent person in a similar position would do.

5.9 Removal of Managing Member. Any Managing Member may be removed by the affirmative vote of a majority of the Members for cause.

Article VI
Contributions and Capital Accounts

6.1 Initial contributions. Each initial Member shall make the capital contribution described for the Member on Schedule B at the time and on the terms specified. If no time for contribution is specified, the capital contributions shall be made upon the filing of the Articles of Organization with the Secretary of State. The value of the capital contributions shall be as set forth on Schedule B. No interest shall accrue on any capital contribution and no Member shall have the right to withdraw or be repaid any capital contribution except as provided in this Agreement. Each Additional Member (as defined in Appendix 1.2) shall make the initial capital contribution described in the Admission Agreement. The value of the Additional Member's initial capital contribution and the time for making such contribution shall be set forth in the Admission Agreement.

6.2 Additional contributions. In addition to the initial capital contributions and commitments, the managing Members may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managing Members shall give Notice to all Members in writing at least twenty (20) Business Days prior to the date on which such contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional contributions. In the event any one or more Members do not make their additional contribution, the other members shall be given the opportunity to make the contributions. Each Additional Member shall make the Capital Contribution to which such Member has agreed, at the time or times and upon the terms to which the Managing Members and the Additional Members agree.

6.3 Enforcement of commitments. In the event any Member fails to perform his commitment, the Managing Members shall give the Member a Notice of the failure to meet the Commitment. If the Member fails to perform the Commitment (including any costs associated with the failure to demand compliance with the Commitment and interest on such obligation at the default interest rate) within 10 business days of the giving of notice, the Managing Members may take such action, including but not limited to enforcing the commitment in the court of appropriate jurisdiction in the state in which the principal office

is located or the state of the member's address as reflected in the Agrément. Each Member expressly agrees to the jurisdiction of such courts but only for the enforcement of commitments. The Managing Members may elect to allow the other Members to contribute the non-contributed commitment in proportion to their sharing ratios, with those Members who contribute to contribute additional amounts equal to the amount of the commitment for the Member failing to perform his commitment. The contributing members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the contributing Members bearing interest at the default interest rate secured by the delinquent member's interest in the Company. Until they are fully repaid, the contributing Members shall be entitled to all distributions to which the delinquent member would have been entitled. Notwithstanding the foregoing, no commitment or other obligation to make an additional contribution may be enforced by a creditor of the Company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

6.4 Maintenance of Capital accounts. The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's capital account shall be increased by (1) the amount of any money actually contributed by the Member to the capital of the Company, (2) the fair market value of any property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such property within the meaning of § 752 of the Internal Revenue Code), and (3) the Member's share of net profits and of any separately allocated items of income or gain, except adjustments required by the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the member).

Each Member's Capital Account shall be decreased by (1) the amount of any money distributed to the member by the Company, (2) the fair market value of any property distributed to the member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of § 752), and (3) the Member's share of net losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the member to reflect the difference between the book value and tax basis of assets contributed by the member).

6.5 Distribution of assets. If the Company at any time distributes any of its assets in-kind to any Member, the capital account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article VII below) of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

6.6 Sale or exchange of interest. In the event of a sale or exchange of some or all of a Member's interest in the Company, the capital account of the transferring Member

shall become the capital account of the Assignee, to the extent it relates to the portion of the interest transferred.

6.7 Compliance with Section 704(b) of the Code. The provisions of this Article as they relate to the maintenance of capital accounts are intended, and shall be construed, and if necessary modified, to cause the allocations of profits, losses, income, gain and credit pursuant to Article VII to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code, in light of the distributions made pursuant to Articles VII and VIII and the capital contributions made pursuant to this Article VI. This Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligating any Member to make a capital contribution in excess of the initial contribution.

Article VII *Allocations and Distributions*

7.1 Allocations of net profits and net losses from operations. Except as may be required by § 704(c) of the Code, and Paragraphs 2, 3, and 4 of this Article VII, net profits, net losses, and other items of income, gain, loss deduction and credit shall be apportioned among the Members in proportion to their Sharing Ratios.

7.2 Company and Member minimum gain chargeback. If the Company has a non-recourse loan, the Members may be subject to certain gains. In this situation, the Company and the Members shall abide by §§ 704(b) and 752 of the Internal Revenue Code and §§ 1.704-2(i)(5) and 1.752-2 or successor sections of the Treasury regulations as now in effect or as later promulgated.

7.3 Interim distributions. From time to time, the Managing Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated need, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Managing Members may make distributions to the Members in accordance with their sharing ratios. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Managing Members. The Managing Members shall, whenever possible, distribute enough cash annually to cover the Members' income tax resulting from Company profits, gains, and tax recaptures.

7.4 Limitations on distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their capital accounts.

Article VIII
Taxes

8.1 Elections. The Managing Members may make any tax elections for the company allowed under the Code or the tax laws of any state or other jurisdiction having taxing power over the Company.

8.2 Cash Method of Accounting. The records of the Company shall be maintained on a cash receipts and disbursements method of accounting.

Article IX
Disposition of Membership Interests

9.1 Disposition. Any Member or Assignee may dispose of all or a portion of the member's or Assignee's Membership Interest upon compliance with this Section 9.1 and a separately executed Buy-Sell Agreement. No Membership interest shall be disposed of:

9.1.1 If such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Internal Revenue Code.

9.1.2 Without an opinion of counsel satisfactory to the Managing Members that such assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws;

9.1.3 Unless and until the Company receives from the Assignee the information and agreements that the Managing Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

9.1.4 If to other than a Family Member, without the consent of a all the Members.

9.2 Dispositions not in Compliance with this Article and Buy-Sell Agreement are void. Any attempted disposition of a membership interest, or any part, not in compliance with this Article and the Members' Buy-Sell Agreement is null and void from its inception (*ab initio*).

Article X
Dissociation of a Member

10.1 Dissociation. Except as approved by the specific written consent of all Members at the time, a person shall cease to be a Member upon the happening of any of the following events:

10.1.1 The resignation or withdrawal of a Member, whether due to insanity, retirement, or expulsion;

10.1.2 The bankruptcy or insolvency of a Member, upon the assignment of the Member's interest for the benefit of a creditor, or upon any other such actions as set forth in § 1705.15(C) of the Ohio Revised Code;

10.1.3 In the case of a Member who is a natural person, the death of the member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person and estate;

10.1.4 In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

10.1.5 In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;

10.1.6 In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter, or

10.1.7 In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

10.2 Rights of dissociating member. In the event any member dissociates prior to the expiration of the Term:

10.2.1 If the dissociation, other than dissociation because of the death of a Member, causes a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the dissolution and winding up. This Paragraph shall be construed in conjunction with a Buy-Sell Agreement separately executed by the Members, if any.

10.2.2 If the dissociation does not cause a dissolution and winding up of the Company under Article XII, the Member shall be entitled to an amount equal to the value of the Member's Membership interest in the Company, to be paid within a reasonable time of the date of dissociation. Notwithstanding the foregoing, if the dissociation is other than as a result of the death or incompetence of the Member, the Managing Members may pay the value of the Member's membership interest in the Company out over a period not to exceed five years, provided that the

dissociating Member shall be entitled to participate as an Assignee in the Company until the value of such interest (plus interest at the default interest rate) is paid in full. The value of the Member's membership interest shall include the amount of any distributions to which the Member is entitled under the Agreement and the fair value of the Member's membership interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation. If the terms of a separately executed Buy-Sell Agreement conflict with this paragraph 10.2.2, the Buy-Sell Agreement's provisions shall be controlling.

Article XI
Admission of Assignees and Additional Members

11.1 Rights of Assignees. The Assignee (a non-Family Member) of a Membership interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the net profits and net losses attributable to the membership interest.

11.2 Admission of Substitute Member. An Assignee of a Membership interest shall be admitted as a Substitute Member (as defined in Appendix 1.36) and admitted to all the rights of the Member who initially assigned the membership interest only if (1) the Managing Members give the Assignor the authority in writing to give the Assignee the right to become a Member, and (2) with the approval of all the Members. The Managing Members may grant or withhold the authority and Members may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership interest from any liability to the Company that may exist prior to the approval.

11.3 Admission of Additional Members. The Members may permit by majority vote in interest the admission of Additional Members and determine the capital contributions of such Members. Notwithstanding the foregoing, the Additional Members may not become Managing Members unless and until selected to such position as provided in Article V.

11.4 Transfers of interest to existing Members. The consent of a majority in interest of the members shall be required for any transfer of a membership interest to existing Members, whether by gift, sale, Will, the laws of descent and distribution, or by Trust. These transfers shall be governed by a separately executed Buy-Sell Agreement.

dissociating Member shall be entitled to participate as an Assignee in the Company until the value of such interest (plus interest at the default interest rate) is paid in full. The value of the Member's membership interest shall include the amount of any distributions to which the Member is entitled under the Agreement and the fair value of the Member's membership interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation. If the terms of a separately executed Buy-Sell Agreement conflict with this paragraph 10.2.2, the Buy-Sell Agreement's provisions shall be controlling.

Article XI
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11.3 Admission of Additional Members. The Members may permit by majority vote in interest the admission of Additional Members and determine the capital contributions of such Members. Notwithstanding the foregoing, the Additional Members may not become Managing Members unless and until selected to such position as provided in Article V.

11.4 Transfers of interest to existing Members. The consent of a majority in interest of the members shall be required for any transfer of a membership interest to existing Members, whether by gift, sale, Will, the laws of descent and distribution, or by Trust. These transfers shall be governed by a separately executed Buy-Sell Agreement.

Article XII
Dissolution and Winding Up

12.1 Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of the following events, which, unless the Members unanimously agree to continue the business within ninety (90) days, shall constitute Dissolution events:

12.1.1 The Expiration of the Term, unless the business of the Company is continued with the consent of a majority of the Members;

12.1.2 The unanimous written consent of all the members;

12.1.3 The dissociation of any Managing Member, whether due to death, insanity, bankruptcy, retirement, resignation, or expulsion, unless the business of the Company is continued with the unanimous consent of all the Members within 90 days after such dissociation; or

12.1.4 The dissociation of any Member, whether due to death, insanity, bankruptcy, retirement, resignation, or expulsion, that results in only one remaining Member in the Company.

12.2 Effect of dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State.

12.3 Distribution of Assets on dissolution. Upon the winding up of the company, the assets shall be distributed in the following order to:

12.3.1 Creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities;

12.3.2 Members and former Members in satisfaction of liabilities for distributions to Members;

12.3.3 Members, first for the return of their contributions, and second, with respect to their Membership Interests.

Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Members.

12.4 Winding up and Certificate of Dissolution. The winding up of the Company

shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision for such payment has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a Certificate of Dissolution shall set forth the information required by the Act.

Article XIII
Amendment

13.1 Agreement may be modified. The Company Agreement may be modified as provided in this Article XIII (as the same may, from time to time be amended). No Member or Managing Member shall have any vested rights in the Company Agreement which may not be modified through an amendment to the Company Agreement.

13.2 Amendment or modification of Company Agreement. The Company Agreement may be amended or modified from time to time only by a written instrument adopted by the Managing Members and executed by a majority of the Members.

Article XIV
Miscellaneous Provisions

14.1 Entire agreement. The Company Agreement and a Buy-Sell Agreement executed on the same date represent the entire agreement among all the members and between the members and the Company.

14.2 No partnership intended for non-tax purposes. The Members have formed the Company under the Ohio Limited Liability Company Act, and expressly do not intend to form a partnership under either the State Partnership Act nor the State Limited Partnership Act. The Members do not intend to be partners one to another or partners as to any third party. To the extent any member, by word or action, represents to another person that any other Member is a partner or that the Company is a Partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such representation.

14.3 Rights of creditors and third parties. The Company Agreement is entered in to among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Company Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any member with respect to any capital contribution or otherwise.

IN WITNESS WHEREOF, we have signed our names on December 24, 1995.

Lucille H. Christy
Lucille H. Christy

Robert L. Christy
Robert L. Christy

Cathy L. Meister
Cathy L. Meister

Spouses' Consent

We, Eileen Meister & Debra Christy, the spouses of Cathy L. Meister and Robert L. Christy, respectively, have read and understand this partnership agreement and consent to all clauses and terms in it. We specifically agree that the business valuation method contained in the agreement shall be used in any legal proceeding to determine the value of any interest we may have in the business.

Debra L. Christy

Eileen H. Meister

SCHEDULE A
MEMBERS' NAMES AND ADDRESSES

Lucille H. Christy	8792 Summit Road, S.W., Reynoldsburg, OH 43068
Cathy L. Meister	8718 Summit Road, S.W., Reynoldsburg, OH 43068-1414
Robert L. Christy	11756 County Road 264, Alvada, OH 44802

SCHEDULE B
MEMBERS' INITIAL CONTRIBUTIONS

<u>Total</u>	<u>Real Estate</u>	<u>Cash</u>
Lucille Christy	\$814,336	
Cathy Meister		\$1,000
Robert Christy		\$1,000
Totals	\$814,336	\$2,000
Total contributions	\$816,336	

APPENDIX

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 Act (Ohio Act) -- The State Limited Liability Company Act as set forth in Chapter 1705 of the Ohio Revised Code and all amendments to the Act.

1.2 Additional member -- A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

1.3 Admission Agreement -- The Agreement between an Additional Member and the Company as set forth in Article XI.

1.4 Agreement. This Operating Agreement, including all Admission Agreements and amendments adopted in accordance with the Company Agreement and the Ohio Limited Liability Company Act.

1.5 Articles. The Articles of Organization of the Company as properly adopted and amended from time to time by the members and filed with the Secretary of State.

1.6 Assignee. A transferee of a Membership Interest who has not been admitted as a Substituted Member.

1.7 Bankrupt member. A Member who: (1) has become the subject of an Order for Relief under the United State Bankruptcy Code, (2) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.

1.8 Capital Account. The account maintained for a Member or Assignee determined in accordance with Article VI.

1.9 Capital Contribution. Any contribution of property, services or the obligation to contribute property or services made by or on behalf of a Member or Assignee.

1.10 Code. The Internal Revenue Code of 1986 as amended from time to time.

1.11 Commitment. The capital contributions that a Member or Assignee is obligated to make.

1.12 Company. The Maple Wood Farms, Ltd and any successor limited liability company.

1.13 Company Liability. Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

1.14 Company nonrecourse liability. A Company liability to the extent that no Member or related person bears the economic risk of loss (as defined in § 1.752-2 of the Regulations) with respect to the liability.

1.15 Company property. Any property owned by the Company.

1.16 Contributing Members. Members making contributions as a result of the failure of a Delinquent Member to make the contributions required by the Commitment as described in Article VII.

1.17 Default interest rate. The higher of the legal rate or the then-current prime rate quoted by the largest commercial bank in the jurisdiction of the principal office plus 3%.

1.18 Delinquent member. A Member or Assignee who has failed to meet the Commitment of that Member or Assignee.

1.19 Distribution. A transfer of property to a member on account of a Membership Interest as described in Article IX.

1.20 Disposition. Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance, including dispositions by operation of law.

1.21 Dissociation. Any action which causes a person to cease to be a Member as described in Article X.

1.22 Dissolution event. An event, the occurrence of which will result in the dissolution of the Company under Article XII unless the Members unanimously agree to the contrary.

1.23 Family member (Permitted transferee). Lucille H. Christy, and Cathy L. Meister and Robert L. Christy and their (Cathy's and Robert's) lineal descendants and a Trust (as defined in Paragraph 1.37 below) established by any of them. A Family Member's personal representative, guardian, or custodian also shall be a permitted transferee. This definition also appears in the Buy-Sell Agreement, Paragraph 1.2, executed on this same date.

1.24 Initial capital contribution. The capital contribution agreed to be made by the initial Members as described in Article VI.

1.25 Initial Members. The persons identified on the attached Exhibit A who have executed this Agreement.

1.26 Management right. The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company.

1.27 Managing Member. A Member selected to manage the affairs of the Company under Article V.

1.28 Member. Initial Member, Substituted Member, or Additional Member, and unless the context expressly indicates to the contrary, Managing Members and Assignees.

1.29 Member nonrecourse liability. Any Company liability to the extent the liability is nonrecourse under state law, and on which a Member or related person bears the economic risk of loss under § 1.752-2 of the Treasury Regulations because, for example, the Member or related person is the creditor or a guarantor.

1.30 Membership interest. The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

1.31 Net losses. The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company file for federal income tax purposes.

1.32 Net profits. The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company file for federal income tax purposes.

1.33 Proceeding. Any administrative, judicial or other adversary proceeding, including without limitation litigation, arbitration, administrative adjudication, mediation, and appeal or review of any of the foregoing.

1.34 Related person. A person having a relationship to a Member that is described in § 1.752-4(b) of the Treasury Regulations.

1.35 Sharing ratio. With respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's capital account and the denominator is the total of all capital accounts of all Members and Assignees.

1.36 Substitute member. An Assignee who has been admitted to all of the rights of membership pursuant to the Company Agreement.

1.37 Trust. A Trust or share of a Trust in which all beneficiaries to whom a Membership Interest may be distributed are Family Members. If any Membership Interest is sold to generate principal for the Trust, the terms of this Agreement shall control. Among the Trusts contemplated to qualify under this provision are some Credit Shelter/Marital Deduction Trusts and Gift to Minor's Trusts. This definition is also Paragraph 1.3 of the Buy-Sell Agreement.

EXHIBIT "A"
PROPOSED ANNEXATION OF
69.4 ± ACRES

FROM: ETNA TOWNSHIP

TO: CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Licking, Township of Etna, in Lot 12, Section 9, Township 16, Range 20, Refugee Lands, being comprised of part of that 38.482 acre tract of land conveyed as Tract 1 to Maple Wood Farms, Ltd. by deed of record in Official Record 849, Page 558, and all of that 36.479 acre tract of land conveyed to Carol S. Christy and Richard Halley by deed of record in Instrument Number 200809150020609 (all references are to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of Lot 12, Section 9, the southeasterly corner of Lot 4, Section 4, the southwesterly corner of Lot 3, Section 3, the northwesterly corner of Lot 13, Section 10, the southeasterly corner of the subdivision entitled "Maplewood Section 1", of record in Instrument Number 202305110008334, the northeasterly corner of said 36.479 acre tract, the southwesterly corner of that 68.571 acre tract conveyed to The Board of Education of the Reynoldsburg City School District, Fairfield, Franklin and Licking Counties by deed of record in Instrument Number 200801070000331, the northwesterly corner of that 80 acre tract conveyed as Parcel III to Richard F. Harvey, Trustee of the Richard F. Harvey Living Trust dated December 3, 1997 by deed of record in Instrument Number 2005111170036761;

Thence South 03° 59' 20" West, with the common line of said 38.482 acre and 80 acre tracts, a distance of 674.79 feet to the northeasterly corner of that 2.690 acre tract conveyed to Eric Harvey Meister and Cathy L. Meister by deed of record in Instrument Number 202401300001616;

Thence with the boundary of said 2.690 acre tract the following courses and distances:

North 86° 02' 20" West, a distance of 597.90 feet to a point; and

South 04° 10' 23" West, a distance of 364.29 feet to a point in the northerly line of that 5.030 acre tract conveyed to Joyce Peltier and Laura Riley by deed of record in Instrument Number 202208250020931;

Thence with the boundary of said 5.030 acre tract the following courses and distances:

North 86° 02' 20" West, a distance of 189.20 feet to a point; and

South 03° 58' 49" West, a distance of 276.52 feet to a point in the northerly line of that 39.797 acre tract conveyed as Parcel I to AMH Development, LLC by deed of record in Instrument Number 202207080016767, in the existing City of Reynoldsburg corporation line, as established by Ordinance Number 16-2021, of record in Instrument Number 202107140021234;

Thence North 86° 01' 24" West, with said corporation line, the northerly line of said 39.797 acre tract, and the northerly line of Reserve "A" of the subdivision entitled "Eastwood Reserve Phase 1", of record in Instrument Number 202309110016512, a distance of 1837.28 feet to the northeasterly corner of that 128.386 acre tract conveyed to Joseph Bauman, Trustee of the Bauman Family Trust by deed of record in Instrument Number 201301170001449, the southeasterly corner of the subdivision entitled "Taylor Woods Section 5", of record in Plat Book 15, Page 307, in the existing City of Reynoldsburg corporation line, as established by Ordinance Number 42-76, of record in Instrument Number 197801319000733;

Thence North 03° 51' 09" East, with said corporation line, the easterly line of said Section 5, the easterly line of the subdivision entitled "Taylor Woods Section 3", of record in Plat Book 14, Page 301, and the easterly line of the subdivision entitled "Taylor Woods Section 6", of record in Plat Book

69.4 ± ACRES

-2-

15, Page 187, a distance of 1316.05 feet to the southwesterly corner of the subdivision entitled "Taylor Woods Section 7 Part 1", of record in Plat Book 16, Page 37, in the existing City of Reynoldsburg corporation line, as established by Ordinance Number 18-90, of record in Official Record 332, Page 42;

Thence South 86° 01' 06" East, with said corporation line, the southerly line of said Section 7 Part 1, the southerly line of the subdivision entitled "Taylor Woods Section 8", of record in Plat Book 16, Page 197, the southerly line of the subdivision entitled "Taylor Woods Section 9", of record in Plat Book 17, Page 237, and the southerly line of the subdivision entitled "Maplewood Section 1", of record in Instrument Number 202305110008334, a distance of 2628.64 feet to the POINT OF BEGINNING, containing 69.4 acres of land more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

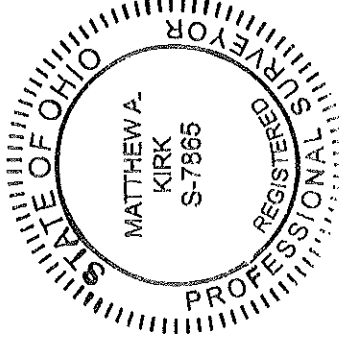
Matthew A. Kirk

Matthew A. Kirk

Professional Surveyor No. 7865

22 MARCH 24

Date



69.4 ± ACRES

-2-

15, Page 187, a distance of 1316.05 feet to the southwest corner of the subdivision entitled "Taylor Woods Section 7 Part 1", of record in Plat Book 16, Page 37, in the existing City of Reynoldsburg corporation line, as established by Ordinance Number 18-90, of record in Official Record 332, Page 42;

Thence South 86° 01' 06" East, with said corporation line, the southerly line of said Section 7 Part 1, the southerly line of the subdivision entitled "Taylor Woods Section 8", of record in Plat Book 16, Page 197, the southerly line of the subdivision entitled "Taylor Woods Section 9", of record in Plat Book 17, Page 237, and the southerly line of the subdivision entitled "Maplewood Section 1", of record in Instrument Number 202305110008334, a distance of 2628.64 feet to the POINT OF BEGINNING, containing 69.4 acres of land more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

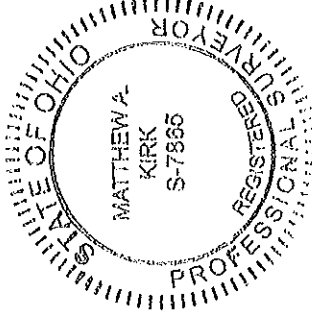
Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

22 MARCH 24

Date

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED ☒	CONDITIONAL ☐
APPROVED BY:	BS
DATE:	4/16/24



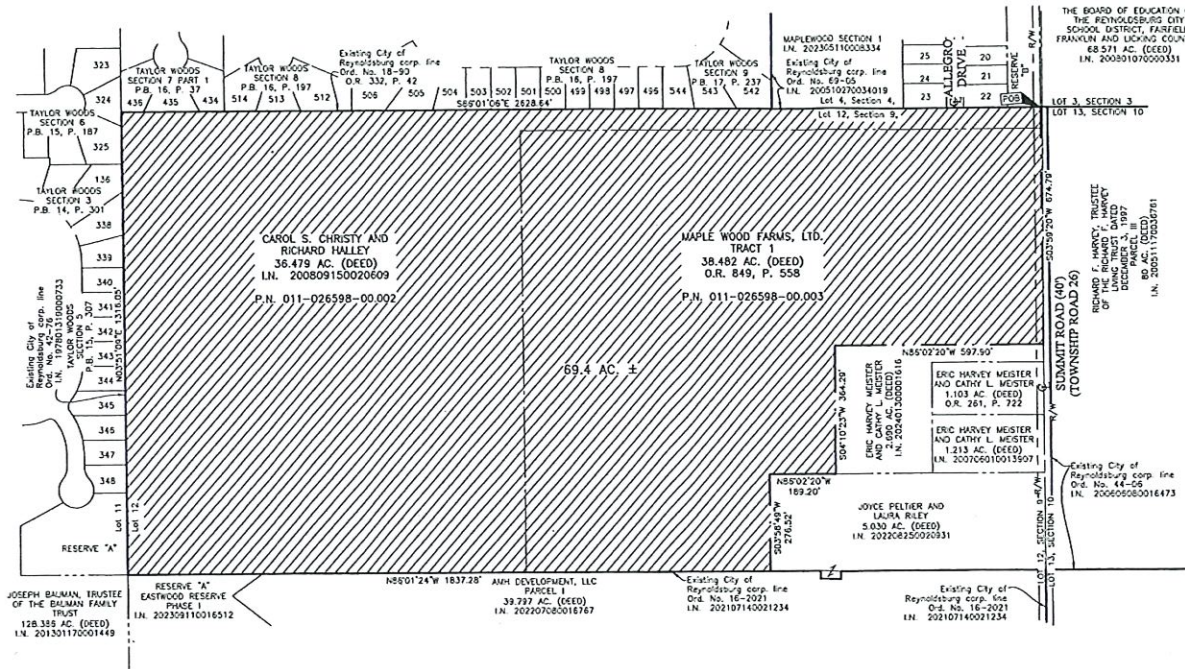
Taylor Woods Ltd Partnership Donald W Kelley 250 East Broad Street Columbus, OH 43215 013-027588-00.276	Misty A Cartwright 1184 Gladiolus Court Reynoldsburg, OH 43068 013-027588-00.287	Lok Rizal 2007 Lydney Circle Waxhaw, NC 28173 013-027588-00.286
William J & Holly L Rockwell 1166 Gladiolus Court Reynoldsburg, OH 43068 013-027588-00.285	William & Carrie Guisinger 1116 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.284	In Soon Choi 1112 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.283
Kevin Lauer 1108 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.282	Alfreeman Custer Jr Trustee 1104 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.281	Summit Housing Development 631 Broad Blvd. Cuyahoga Falls, OH 44221 013-027588-00.280
Olympus Borrower I LLC P.O. Box 4090 Scottsdale, AZ 85261 013-027588-00.279	Steven H & Margaret A Marshall 1092 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.278	Andy L Tsui 1088 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.277
John A & Linda L Bergman 1084 Bergenia Drive Reynoldsburg, OH 43068 013-027588-00.074	Nirmal Bhandari 8933 Betony Court SW Reynoldsburg, OH 43068 013-027588-00.267	Marcia C Smith 8942 Betony Court Reynoldsburg, OH 43068 013-027588-00.266
James D & Deborah P Steele 1045 Mahle Court Reynoldsburg, OH 43068 013-026628-00.158	Melaku Kebede 1052 Mahle Court Reynoldsburg, OH 43068 013-026628-00.157	Linda F England 1048 Mahle Court Reynoldsburg, OH 43068 013-026628-00.156
Melanie & Steven Koscielny 1059 Lupine Court Reynoldsburg, OH 43068 013-026628-00.273	Fausto & Pamela Lynn Murillo 1074 Lupine Court Reynoldsburg, OH 43068 013-026628-00.272	Nathaniel & Rebecca Ortiz 1064 Lupine Court Reynoldsburg, OH 43068 013-026628-00.271
Sasaun Jackson-Lane Christopher L L & Pace 1065 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.265	Michael J & Margaret L Calderon 1085 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.263	Tek & M Ran Chamlagai 1105 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.261
Naraj Chauhan 1115 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.260	Harold & Hall Galik Margaret M Galik 1125 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.259	Steven A & Martha B Hill 1135 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.258
Deveda Walker 1145 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.257	Gabriel M Wendafrash 1067 Roland E Gardner Court Reynoldsburg, OH 43068 013-026628-00.256	Michael W & Hollie E Kinney 1181 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.326

American Homes 4 Rent Properties Four LLC Property Tax Dept. 23975 Park Sorrento, Suite 300 Calabasas, CA 91302 013-026628-00.264	Kimberly A & Timothy Collins 1189 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.325	DR Horton – Indiana LLC 9210 North Meridian Street Indianapolis, IN 46260 125-026616-00.098 / 125-026616-00.024 125-026616-00.023 / 125-026616-00.099
Reynoldsburg School Board of Education 7422 East Main Street Reynoldsburg, OH 43068 125-026610-00.000	Margaret J Harvey Richard F Harvey Trustee et al 11373 Palmer Road SW Pataskala, OH 43062 107-017808-00.000	AMH Development LLC 23975 Park Sorrento, Suite 300 Calabasas, CA 91302 107-018030-00.000 / 107-018030-00.087
Eric Harvey & Cathy L Meister 8718 Summit Road SW Reynoldsburg, OH 43068 011-026598-00.001	Joyce Peltier & Laura Riley 8792 Summit Road Etna, OH 43068 011-026598-00.000	David H & Tonya R Tackett 1173 Mastell Drive Reynoldsburg, OH 43068 013-026628-00.327
American Homes 4 Rent Properties Seven LLC Property Tax Dept 23975 Park Sorrento, Suite 300 Calabasas, CA 91302 013-026628-00.262 / 013-026628-00.255		
hoskinson-anx.lbl (nct) 4/25/24 S:\Docs\s&h\labels/2024		

EXHIBIT "B"

ANNEXATION OF 69.4 ± ACRES

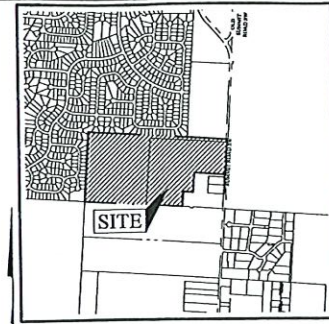
TO THE CITY OF REYNOLDSBURG
FROM THE TOWNSHIP OF ETNA
LOT 12, SECTION 9 AND LOT 13 SECTION 10, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO



AREA TO BE ANNEXED
PROPOSED CITY OF REYNOLDSBURG CORPORATION LINE
EXISTING CITY OF REYNOLDSBURG CORPORATION LINE

Congruity Note:
Total perimeter of annexation area is 7884.67 feet, of which 5781.97 feet is contiguous with the City of Reynoldsburg, giving 73% perimeter congruity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



Proposed Annexation of 69.4 acres to the City of Reynoldsburg

The within map marked exhibit "B" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on 20, under chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of Reynoldsburg, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same.

Board of Licking County Commissioners

Petition Received _____, 20____, _____ Commissioner
Petition Approved _____, 20____, _____ Commissioner
Transferred this _____ day of _____, 20____, upon the dispatches of this office.
Containing _____ acres.
Transfer Fee _____ Licking County Auditor
Received for Record _____, 20____, at _____ (AM-PM) and recorded _____, 20____, in plat estimate, petition, etc. in plat book volume _____, Page _____.
Flat Fee _____
Ordinance, etc. Fee _____ Licking County Recorder

Council for the City of Reynoldsburg, Ohio, by ordinance _____ passed _____, 20____, and approved by the mayor on _____, 20____, did accept the territory shown hereon for annexation to the City of Reynoldsburg, Ohio, a municipal corporation.

Attest
Clerk, City of Reynoldsburg



By Matthew A. Kirk 25 APR 24
Matthew A. Kirk
Professional Surveyor No. 7855
mkirk@emht.com

EMHT		Date: March 22, 2024
Survey, Mapping, Hydrology & TDM, Inc. Engineers • Surveyors • Planners • Scientists 1800 New Albany Road Columbus, OH 43204 Phone: 614.775.4200 Fax: 614.775.3645 emht.com		Scale: 1" = 200'
		Job No: 2023-0398
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

M/H Homes Development Services (S) Maplewood / 20230398-VS-ANEX-01



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the City of Reynoldsburg recognizes that the lawful operation of motor vehicles on public and private property is necessary for the safety of individual persons and property; and

WHEREAS, the City of Reynoldsburg finds that the reckless operation of a motor vehicle, defined as the operation of a vehicle without due regard for the safety of persons or property, is a serious violation that warrants a degree of culpability higher than an average traffic offense; and

WHEREAS, the City of Reynoldsburg further finds that individuals who utilize designated center turn lanes for the purpose of passing or attempting to pass another vehicle traveling in the same direction, present a risk of serious physical harm to other vehicles on the roadway, justifying its classification as reckless operation.

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

Section 1. That Section 333.02, Reckless Operation, of the Codified Ordinances of the City of

Reynoldsburg is hereby amended as set forth in the attached Exhibit A.

Section 2. That this Ordinance shall take effect thirty days following the approval of Council and the signature of the Mayor.

333.02 RECKLESS OPERATION ON STREETS, PUBLIC OR PRIVATE PROPERTY AND OPERATION IN WILLFUL OR WANTON DISREGARD OF SAFETY.

(a) (1) No person shall operate a vehicle on any street or highway without due regard for the safety of persons or property.

(b) (1) No person shall operate a vehicle on any public or private property other than streets or highways, without due regard for the safety of persons or property.

(2) No person shall operate a vehicle on any street or highway in willful or wanton disregard of the safety of persons or property.

(c) Any person who commits a violation of Section 4511.33 of the Ohio Revised Code using a center turn lane for the purpose of passing or attempting to pass another vehicle moving in the same direction shall be rebuttably presumed to have committed a violation under this section.

(c) Except as otherwise provided in this division, whoever violates any provision of this section is guilty of a ~~minor~~ misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates any provision of this section is guilty of a misdemeanor of the ~~fourth~~ third degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates any provision of this section is guilty of a misdemeanor of the ~~third~~ second degree.

~~(ORC 4511.20)~~

~~—(d)—No person shall operate a vehicle on any public or private property other than streets or highways, in willful or wanton disregard of the safety of person or property.~~

(e) This division does not apply to the competitive operation of vehicles on public or private property when the owner of such property knowingly permits such operation thereon.

(ORC 4511.201; Ord. 21-83. Passed 3-14-83.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the Mayor to Purchase Four (4) Ford Explorer Police Cruisers for the Reynoldsburg Police Department and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

RPD is requesting approval to purchase and outfit four (4) police vehicles from a vendor at state bid price or lower in the amount of \$381,925.19. The money was budgeted and approved for 2024. The funds will be used from account 110.111.5632.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE FOUR (4) FORD EXPLORER POLICE CRUISERS FOR THE REYNOLDSBURG POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the City of Reynoldsburg Police Department requests authorization to purchase four (4) Ford Explorers police cruisers; and

WHEREAS, that an amount not to exceed \$381,925.19 for four vehicles and the appropriate equipment; and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said law enforcement vehicles and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase and waive competitive bidding.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase four (4) Ford Explorers police cruisers in an amount not to exceed \$381,925.19.

SECTION 2. That an amount not to exceed \$381,925.19 be paid from account number 110.111.5632 Motor Vehicles, as this amount was included in the 2024 Budget.

SECTION 3. That pursuant to RCO section 175.01(g), the purchase shall be made through the State of Ohio Bid Contract RSI015078; therefore, competitive bidding by the city is waived.

SECTION 4. That this Resolution be effective immediately upon approval by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Make	Model	Service Tag	Red Tag
Dell	Optiplex 7050 Tower	G05WBM2	02792
Dell	Optiplex 7050 Tower	2BM1CM2	02793
Dell	Optiplex 7050 Tower	G05XBM2	02780
Dell	Optiplex 7050 Tower	7TPFMN2	02834
Dell	Optiplex 7050 Tower	BQ3RJH2	03072
Dell	Optiplex 7050 Tower	2WHX7M2	02800
Tech Global	AS224WMi-BK	7Y104477NA	02789
Dell	OptiPlex 7450 AIO Series	GJZWHL2	03083
Dell	Latitude 5414 Rugged	3N6YSG2	01965
Oemmico Solution	9123-02A	9123-02A-170601	02778
Oemmico Solution	9123-02A	9123-02A-170602	02779
Volcanic Bike	Vx5APB FA1919	no longer operational or safe	
Volcanic Bike	Vx5APB FA1920	no longer operational or safe	

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of various technology and equipment items from the department's fixed assets; and

WHEREAS, the items being removed are either no longer operational or will be traded in or sold.

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

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

<u>Tag #</u>	<u>Description of Item</u>	
02792	Dell Optiplex 7050 Tower	
02793	Dell Optiplex 7050 Tower	
02780	Dell Optiplex 7050 Tower	
02834	Dell Optiplex 7050 Tower	
03072	Dell Optiplex 7050 Tower	
02800	Dell Optiplex 7050 Tower	
02789	Tech Global AS224WMI-BK	
03083	Dell Optiplex 7450 AIO Series	
01965	Latitude 5414 Rugged	
02778	Oemmicro Solution 9123-02A	
02779	Oemmicro Solution 9123-02A	
FA1919	Volcanic Bike Vx5APB	no longer operational or safe
FA1920	Volcanic Bike Vx5APB	no longer operational or safe

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court

WHEREAS, the Reynoldsburg City Attorney is working, in consultation with the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), to operate and maintain the Recovery Court within the Reynoldsburg Mayor's Court; and

WHEREAS, the Reynoldsburg Recovery Court provides a non-adversarial approach to defendants who are diagnosed with substance abuse disorder and will address the needs of defendants with substance abuse disorders who face criminal charges by establishing effective treatment as an alternative to incarceration, improving quality of life, and increasing the safety of the community by providing court oversight and linking defendants to appropriate treatment and service providers; and

WHEREAS, to support the continuation of the Reynoldsburg Recovery Court, ADAMH has granted to the City funding for the cost, operations, staff training, and program development for the City of Reynoldsburg Recovery Court for 2024 in the amount of \$49,842.00.

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

SECTION 1. The City Attorney, or designee, is authorized to accept reimbursed funding from the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), on an annual basis in the maximum amount of \$49,842.00, or such other amount as ADAMH may grant to the City to support the continuation of the Reynoldsburg Recovery Court.

SECTION 2. Once the funds are reimbursed by the ADAMH Board, those funds will be deposited into the Reynoldsburg Recovery Court Fund (287) and appropriated to account number 287.000.5529 Miscellaneous Distributions.

SECTION 3. The City Attorney, or designee, is further authorized to enter into any agreements and sign documents as may be necessary and appropriate for obtaining and receiving these funds for the year 2024.

SECTION 4. City Council authorizes the City Attorney and the Mayor to enter into the 2024 Grant Agreement with Franklin County ADAMH and sign documents as may be necessary and appropriate for obtaining and receiving these funds.

SECTION 5. This Resolution shall be effective immediately upon approval by Council and the signature of the Mayor.

**CONTRACT BETWEEN
THE ALCOHOL, DRUG AND MENTAL HEALTH BOARD
OF FRANKLIN COUNTY
AND
THE CITY OF REYNOLDSBURG**

This contract is entered by the Alcohol, Drug and Mental Health Board of Franklin County, hereafter referred to as the Board, and the firm or person, The City of Hilliard hereafter referred to as the Contractor.

WHEREAS, the Board has determined that the Contractor is the best qualified to provide this assistance;

NOW, THEREFORE, for the mutual consideration specified, it is agreed as follows:

1. STATEMENT OF WORK:

This court will provide diversion from incarceration and access to treatment and support services for Franklin County residents facing difficulties with addiction. The mission of the recovery court is to combat the disease of addiction, by identifying high-risk, high-need offenders who have committed non-violent crimes motivated by drug or alcohol addiction and provide them the right resources.

The Reynoldsburg Recovery Court will address the needs of defendants who face criminal charges by establishing effective treatment as an alternative to incarceration, improving quality of life, and increasing the safety of the community by providing court oversight and linking defendants to appropriate treatment and service providers for drug testing, counseling, and supports to help participants gain long-term financial security, housing, valuable community relationships, and recovery support networks. Treatment provider referrals and service offering times vary by agency.

Participants are expected to comply with an overall treatment plan and will move through treatment at an individual pace, which will be appropriate for the level of care required, history of treatment, and compliance with the treatment plan. The phases of the program are designed and structured to allow for efficient transitions in programming. The Reynoldsburg Recovery Court is in session the last Thursday of every month at 3:00pm.

i. Data Submission:

The Reynoldsburg Recovery Court will submit quarterly outcomes report to ADAMH by email to PlanningAndEvaluation@adamhfranklin.org. Reports are due by the 15th of the month following each calendar quarter (April 15, 2024, July 15, 2024, October 15, 2024, and January 15, 2025, respectively) regarding activity taking place during each quarterly reporting period. The reports will contain the following information:

- Number of individuals screened for entry into the program
- Current number of participants in the Recovery Court Program at which phase of the program
- Aggregate counts of program participant demographics; number of individuals screened, number of individuals accepted into program, and gender
- Number of successful program graduates
- Number of program participant terminations and rationales (not inclusive of program graduations)

The Contractor is not to perform any work that is out of this scope. If the Contractor believes that the work being requested is out of scope it must be brought to the attention of the Board. Any work that is out of scope, if it is determined to be necessary by the Board, must be added to the Statement of Work through a written contract modification that is approved by the Board through resolution.

If the Contractor performs work that is out of scope and does so without the proper written authorization from the Board, it performs the work at its own risk. The Board will not be liable for any cost of the work performed that was out of scope and done without proper authorization.

2. CONTRACT TERM: This Contract shall be effective on January 1, 2024 and shall terminate on December 31, 2024. There are no extension periods.

3. COMPENSATION: This Contract is based on a fixed price compensation. The total cost to the Board for the performance of all work pursuant to this Contract is not to exceed \$ 49,842.

The contractor shall submit invoices for all payments to accountspayable@adamhfranklin.org. Properly submitted invoices will normally be paid within 30 days after the invoice is received. The Board will not pay late fees, interest, or other penalties for later payment, unless otherwise stated.

The Contractor may not perform, and will not be paid for, any work under this contract prior to award of the contract.

4. DOCUMENT OWNERSHIP: The Board retains ownership of all plans, reports and related documents generated by performance of this Contract. No duplication by the Contractor is allowed, except with written permission of the Board CEO.

5. TERMINATION FOR CONVENIENCE: The Board may terminate this Contract at any time and for any reason by giving at least 30 days written notice to the Contractor of such termination. In the event of termination, all finished or unfinished documents shall become the property of the Board immediately upon notice of termination, and shall be delivered to the Board by the date of termination. In the event of termination, the compensation to Contractor shall be an amount the Board, in its sole discretion determines as total costs incurred for services provided through the date of termination.

6. TERMINATION FOR DEFAULT: If through any cause, Contractor shall fail to fulfill in a timely and proper manner any of its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Board shall thereupon have the right

to terminate this Contract by giving written notice to Contractor and the termination shall be effective immediately. In such event, all finished or unfinished documents under this agreement shall, at the option of the Board, become the Board's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event that it is later determined that Contractor was not in default termination will be treated as if by convenience.

7. TERMINATION FOR NON-APPROPRIATION OF FUNDS: In the event that funding from any third-party source, including, but not limited to, the State of Ohio, City of Columbus, or federal government, is reduced or eliminated in such a manner as the Board determines, in its sole discretion, necessitates cancellation of this Contract, the Board shall notify the Contractor of such event no less than 30 days prior to the date of cancellation. In such event, all finished or unfinished documents shall become the property of the Board immediately upon notice of cancellation, and shall be delivered to the Board by the date of cancellation. The compensation to Contractor shall be an amount the Board, in its sole discretion, determines as total costs incurred for services provided through the date of cancellation.

8. CONCLUSION OF AGREEMENT: This Contract shall be concluded in compliance with the statement of work and receipt of payment by the Contractor of total costs payable under this Contract. All work must be completed and delivered to the Board upon the termination of this Contract.

9. CONTRACT CHANGES: Any changes, including increase or decrease in the amount of the Contractor's compensation, shall be incorporated into written amendments to this Contract and approved by the Board by Trustee action. No oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto. Amendments should be consistent with the provisions and intent of this Contract.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITY: The Contractor shall hold and save the Board harmless for all claims and liabilities due to the Contractor's negligent acts or due to the negligent acts of the Contractor's sub-contractors, agents or employees responsible for executing the work of this Contract.

11. PROHIBITED INTEREST: The Contractor agrees that no member, officer, or employee of the Board shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

12. CONSENT TO ASSIGN: Contractor will not assign any of its rights under this Contract unless the Board, by Trustee action, consents to the assignment in writing. This includes any assignment through a merger or other corporate reorganization. Any purported assignment made without the Board's written consent is void and may be subject to termination of the contract. The Board may assert against an assignee any claim or defense the Board may have against the assignor.

13. COMPLIANCE WITH APPLICABLE LAWS: The Contractor agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract. The Contractor agrees to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this Contract.

14. GOVERNING LAW / VENUE: This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be formed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

15. PUBLIC RECORD AND TREATMENT OF CONFIDENTIAL AND PROPRIETARY INFORMATION: With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor, shall be considered a public record. In the event the Board receives any request for any information received as part of this contract the Board will immediately take steps to release the information to the requesting party. The Contractor may clearly mark certain information as a trade secret or proprietary if that information derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, other persons who can obtain economic value by its disclosure or use and is subject to efforts reasonable under the circumstances to maintain its secrecy; however, the Board may nonetheless be required to release the information under Ohio law. The marking of the information shall not in itself make the information a trade secret or proprietary but rather shall be determined under Ohio law. The determination of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party or (c) information that is considered an open public record pursuant to the Ohio Sunshine law. Any document submitted to the Board not marked as proprietary or trade secret will not be reviewed for confidentiality by the Board upon a public records request and may be released

16. NON-DISCRIMINATION / EQUAL OPPORTUNITY: The Contractor agrees that in the hiring of employees for the performance of work under the contract the Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed below, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

17. CONTRACTOR’S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY: Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this contract, the Contractor warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. §9.24, prior-to the award of any, without notifying the County of such finding.

If, after the Contract is awarded it is determined that an “unresolved” finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

18. NOTICES: All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by fax or by e-mail. Notice shall be sent to the following addresses:

To Contractor:

The City of Reynoldsburg
Joe Begeny- Mayor
7232 E. Main Street
Reynoldsburg, Ohio 43068

To the Board:

Alcohol, Drug and Mental Health Board of Franklin County
Attention : Erika Clark Jones
447 East Broad Street
Columbus, Ohio 43215

Alcohol, Drug and Mental Health Board of Franklin County
Attention :Dreanne Zimmerman
447 East Broad Street
Columbus, Ohio 43215

19. PUBLICITY: The Contractor will not advertise that it is doing business with the Board or use this Contract as a marketing or sales tool without the prior, written consent of the Board, which consent shall be at the Board's sole and complete discretion.

20. TAXES: The Board is exempt from all federal, state, and local taxes and will not pay any taxes on supplies or services purchased from a Contractor. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

21. SIGNATURES: This Contract may be executed with signatures delivered by either facsimile or scanned to e-mail and copies of such signatures so delivered shall be deemed originals. The undersigned warrant their authority to execute this Contract.

22. SURVIVORSHIP: All sections herein relating to payment, public records, ownership, indemnification, and publicity shall survive the termination of this contract.

IN WITNESS WHEREOF, the parties below enter this Contract this 1st day of January 2024.

Erika Clark Jones, CEO
Alcohol, Drug and Mental Health Board of Franklin County
447 East Broad Street
Columbus, Ohio 43215

Joe Begeny, Mayor
The City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date: _____



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

This easement is part of the Waggoner Road Phase 1 project and needs passed in order to maintain the project timeline.

STAFF REPORT:

An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency

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

Section 1. That the following unrecorded Private Utility Easement from the City of Reynoldsburg (0.00207 Acres) is granted to American Electric Power (AEP), and is hereby accepted:

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

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



An **AEP** Company

BOUNDLESS ENERGY™

Eas. _____

Easement & Right of Way

City of Reynoldsburg "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the City of Reynoldsburg, Franklin County, Ohio, and being part of Quarter Section 8, and in Section 7, Township 16, Range 20. Being part of a .812 acre tract of land as described in Official Records Volume 29727, Page J02 of the Franklin County Recorder's Office (Auditor's Parcel # 060-009287-00).

Said lines and facilities shall be constructed within the limits of a certain strip(s) of land. The dimensions of which are shown on the attached drawing marked Exhibit "A" and made a part hereof.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY BLANK: SIGNATURES AND
ACKNOWLEDGEMENTS TO FOLLOW.]

WITNESS, Grantor(s) signed this Easement on the ____ day of _____, 2024.

City of Reynoldsburg

By: _____

Name: **Joseph Begeny**

Title: **Mayor**

STATE OF _____,}

COUNTY OF _____}

On this, the ____ day of _____, 2024, before me, the undersigned officer, personally appeared **Joseph Begeny**, who acknowledged himself to be the **Mayor of City of Reynoldsburg** and that he as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing, by himself as **Mayor**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

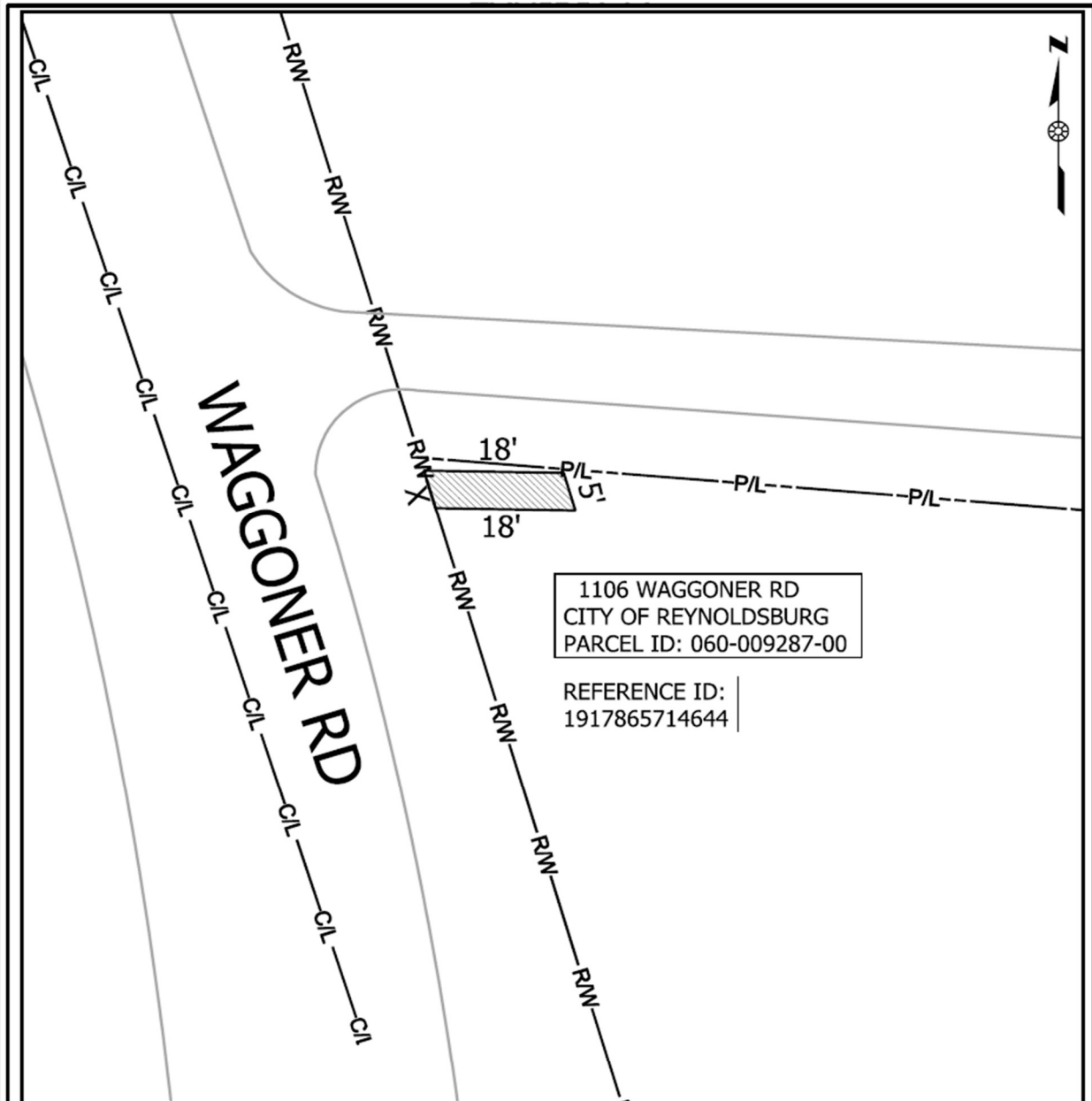
Notary Public

Printed Name
My Commission Expires _____

Easement prepared by Ohio Power Company CGB/Halo/Bob Yoder/BY
Address: 1106 Waggoner Rd., Reynoldsburg, OH 43068
WO: W003733901 WR: 86161639

CALL BEFORE YOU DIG!!!
Dwg: Exhibit A
Easement _____

"EXHIBIT H"



 AEP OHIO	DRAWN BY: Alveston Morgan		
	COUNTY: FRANKLIN		WR#:86161639
	CITY/TWP: Reynoldsburg		DATE: 10/23/2023
	STATE: Ohio		SCALE: NTS



An AEP Company

BOUNDLESS ENERGY™

EASEMENT PAYMENT AGREEMENT

OWNERS/GRANTORS NAME: City of Reynoldsburg, by Joseph Begeny, Mayor
MAILING ADDRESS: 7232 E. Main St., Reynoldsburg, OH 43068
PARCEL ID: 060-009287-00

Grantors/Owners of the above-mentioned property hereby agrees to **\$250.00** as full compensation for the granting of an easement and right of way granted on _____ (date).

Signed on _____, 2024

OWNERS/GRANTORS

Sign Name: _____

Sign Name: _____

Accepted on _____, 2024

OHIO POWER COMPANY, hereby agrees to forward the payment of \$250.00 to the above signed grantors within Ninety (90) business days of the granting of the easement.

By: _____

Agent Name: **Bob Yoder**, Halo Land Management, on Behalf of Ohio Power Company
700 Morrison Road
Gahanna, Ohio 43230

=====

FOR INTERNAL USE ONLY
WORK ORDER # W003733901

WR# 86161639

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, communities that participate in the National Flood Insurance Program (NFIP) are required to adopt and enforce floodplain management regulations that are compliant with NFIP criteria; and

WHEREAS, the Ohio Department of Natural Resources (ODNR) Floodplain Management Program has developed model flood damage reduction regulations to assist communities with the promulgation of regulations that are compliant with the minimum criteria of the NFIP; and

WHEREAS, the City of Reynoldsburg, in cooperation with ODNR, has incorporated the necessary amendments to the City's current flood damage prevention code in order to be compliant with the minimum criteria of the NFIP.

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

Section 1. That Chapter 1335 Flood Damage Prevention is hereby amended as set forth in the attached Exhibit A.

Section 2. That this Ordinance shall take effect thirty days from the approval of Council and the signature of the Mayor.

CHAPTER 1335

Flood Damage Prevention

- 1335.01 Statutory authorization.
- 1335.02 Findings of fact.
- 1335.03 Statement of purpose.
- 1335.04 Methods of reducing flood losses.
- 1335.05 Definitions.
- 1335.06 Applicable lands.
- 1335.07 Basis for establishing the areas of special flood hazard.
- 1335.08 Compliance.
- 1335.09 Abrogation and greater restrictions.
- 1335.10 Interpretation.
- 1335.11 Warning and disclaimer of liability.
- 1335.12 Establishment of development permit.
- 1335.13 Exemption from filing a development permit.
- 1335.14 Designation of the Flood Damage Prevention Administrator.
- 1335.15 Duties and responsibilities of the Floodplain Administrator.
- 1335.16 Appeal and Variance Procedures.
- 1335.17 Map maintenance activities.
- 1335.18 Data use and flood map interpretation.
- 1335.19 Substantial damage determinations.
- 1335.20 Assurances of Flood carrying capacity.
- 1335.21 Notice of violation.
- 1335.22 Severability.
- 1335.23 Application required.
- 1335.24 Review and approval.
- 1335.25 Inspections.
- 1335.26 Post-construction certifications required.

1335.27 Revoking a Floodplain Development Permit.

1335.28 Use and development standards for flood hazard reduction.

1335.99 Penalty.

CROSS REFERENCES

Flood control bonds; public capital improvement - see Ohio Const. Art. VIII, Sec. 21; Ohio R.C. 129.70 et seq.

Basis of zoning districts - see Ohio R.C. 713.10

Levees - see Ohio R.C. 717.01

Construction permits and prohibitions for dams, dikes or levees - see Ohio R.C. 1521.06

1335.01 STATUTORY AUTHORIZATION.

Article XVBI, Section 3 of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety and general welfare of its citizens. Therefore, the City Council of Reynoldsburg does ordain as follows:

(Ord. 32-07. Passed 5-14-07)

1335.02 FINDINGS OF FACT.

(a) The City of Reynoldsburg has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base.

(b) Additionally, structures that are inadequately; elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

(Ord. 32-07. Passed 5-14-07)

1335.03 STATEMENT OF PURPOSE.

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

(a) Protect human life and health;

(b) Minimize expenditure of public money for costly flood control projects;

(c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(d) Minimize prolonged business interruptions;

(e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines and streets and bridges located in areas of special flood hazard;

(f) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;

(g) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;

(h) Minimize the impact of development on adjacent properties within and near flood prone areas;

(i) Ensure that the flood storage and conveyance functions of the floodplain are maintained;

(j) Minimize the impact of development on the natural, beneficial values of the floodplain;

(k) Prevent floodplain uses that are either hazardous or environmentally incompatible; and

(l) Meet community participation requirements of the National Flood Insurance Program.

(Ord. 32-07. Passed 5-14-07)

1335.04 METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purpose, these regulations includes methods and provisions for:

(a) Restricting or prohibiting uses which are dangerous to health, safety and property due to water hazards, or which result in damaging increases in flood heights or velocities;

(b) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(c) Controlling the alteration of natural flood plains, stream channels and natural protective barriers, which help accommodate or channel floodwaters;

(d) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and

(e) Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

1335.05 DEFINITIONS.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations its most reasonable application.

(a) "Accessory structure" means a structure on the same lot with and of a nature customarily incidental and subordinate to, the principal structure.

(b) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of these regulations or a request for a variance.

(c) "Base flood" means the flood having a one percent (1%) chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.

(d) "Base (100-year) Flood Elevation (BFE)" means the water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the lowest adjacent natural grade elevation plus the depth number (from 1 to 3 feet).

(e) "Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

(f) "Development" means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

(g) "Enclosure Below the Lowest Floor" see "Lowest Floor".

(h) "Executive Order 11988 (Floodplain Management)" means the executive order issued by President Carter in 1977 that requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

(i) "Federal Emergency Management Agency (FEMA)" means the agency with the overall responsibility for administering the National Flood Insurance Program.

(j) "Fill" means a deposit of earth material placed by artificial means.

(k) "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters, and/or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(l) "Flood Hazard Boundary Map (FHBM)" means usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

(m) "Flood Insurance Rate Map (FIRM)" means an official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard ~~areas~~.

(n) "Flood Insurance Risk Zones" means zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

(1) Zone A: Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are not determined.

(2) Zone A1-30 and Zone AE: Special flood hazard areas inundated by the 100-year flood in any given year; base flood elevations are determined.

(3) Zone AO: Special flood hazard areas inundated by the 100-year flood in any given year; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined.

(4) Zone AH: Special flood hazard areas inundated by the 100-year flood in any given year; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.

(5) Zone A99: Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

(6) Zone B and Zone X (shaded): Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

(7) Zone C and Zone X (unshaded): Areas determined to be outside the 500-year floodplain.

(o) "Flood Insurance Study (FIS)" means the official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on the Flood Boundary and Flood-way Maps), and the water surface elevation of the base flood.

(p) "Floodproofing" means any combination of structural and non-structural additions, changes, or adjustments to structure which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

(~~pg~~) "Flood Protection Elevation (FPE)" means the base flood elevation plus zero (0) feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.

(~~qr~~) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designed height. In no case shall the designated height be more than one foot at any point within the community. The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

(~~rs~~) "Freeboard" means a factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

(~~st~~) "Historic structure" means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Registrar;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office; or

(4) Individually listed on a local inventory of historic places maintained by Reynoldsburg whose historic preservation program has been certified by the Ohio Historic Preservation Office.

(~~tu~~) "Hydrologic and hydraulic engineering analysis" means an analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

(~~uv~~) "Letter of Map Change (LOMC)" means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:

(1) Letter of Map Amendment (LOMA) - A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA

amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR) - A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

(3) Conditional Letter of Map Revision (CLOMR) - A ~~formal review and~~ comment by FEMA ~~regarding as to whether~~ a proposed project ~~that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus results in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. complies with the minimum National Flood Insurance Program floodplain management criteria.~~ A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

(~~w~~v) "Lowest floor" means the lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant usable solely for parking of vehicles, building access or storage in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

(~~w~~x) "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "Manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter ~~3733-4781~~ of the Ohio Revised Code.

(~~x~~y) "Manufactured home park" means as specified in the Ohio Administrative Code ~~3701-27-014781-12-01(K)~~, any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority. Manufactured home park does not include any tract of land used solely for the storage or display for sale of manufactured homes.

(z) "Mean Sea Level" means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum of 1929, the North American Vertical Datum of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

(yaa) "National Flood Insurance Program (NFIP)" means a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

(zbb) "New construction^{AS2}" means structures for which the "start of construction" commenced on or after the initial effective date of the City^{te} of Reynoldsburg's Flood Insurance Rate Map, dated September 1, 1978, and includes any subsequent improvements to such structures.

(aacc) "Person" means any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code ~~§Section~~ 111.15(A)(2) as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

(bdd) "Recreational vehicle" means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

(eee) "Registered Professional Architect" means a person registered to engage in the practice of architecture pursuant to Ohio Revised Code §under the provisions of sections 4703.01 to 4703.19 ~~of the Revised Code.~~

(dff) "Registered Professional Engineer" means a person registered as a professional engineer pursuant to Ohio Revised Code under Chapter 4733 ~~of the Revised Code.~~

(egg) "Registered Professional Surveyor" means a person registered as a professional surveyor pursuant to Ohio Revised Code under Chapter 4733 ~~of the Revised Code.~~

(fhh) "Special Flood Hazard Area" (also known as "Areas of Special Flood Hazard") means ~~it~~ is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH,

AO, AI-30, ~~and-or~~ A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

(~~gg~~ii) "Start of construction" means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation of accessory buildings on the property, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

(~~hh~~jj) "Structure" means a walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

(~~ii~~kk) "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to ~~the its-~~"before-damaged" condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

(~~jj~~ll) "Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. This term does not however include:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; ~~or~~

(2) Any alteration of "historic structure", provided that the alteration will not preclude the structure's continued designation as an "historic structure" ~~;~~ ~~or~~

~~—(3) Any improvement to a structure which is considered "new construction".~~

(~~kk~~mm) "Variance" means a grant of relief from the standards of these regulations consistent with the variance conditions herein.

(~~nn~~) "Violation" means the failure of a structure or other development to be fully compliant with these regulations.

(Ord. 32-07. Passed 5-14-07)

1335.06 APPLICABLE LANDS.

These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Reynoldsburg, as identified in Section 1335.07 including any additional areas of special flood hazard annexed by the City.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.07 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

For the purposes of these regulations, the following studies and / or maps are adopted:

(a) (1) Flood Insurance Study Licking County, Ohio and Incorporated Areas, effective May 2, 2007.

(2) Flood Insurance Rate Map Licking County, Ohio and Incorporated Areas, effective May 2, 2007.

(3) Flood Insurance Study Franklin County, Ohio and Incorporated Areas, effective March 16, 2004.

(4) Flood Insurance Rate Map Franklin County, Ohio and Incorporated Areas, effective March 16, 2004.

(b) Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.

(c) Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City as required by Section 1335.28(c) Subdivisions and Other New Large Scale Developments.

(d) Any revisions to the aforementioned maps and / or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file in the office of the Floodplain Administrator.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.08 COMPLIANCE.

(a) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the

jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1335.13.

(b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 1335.99. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 1335.99.

(Ord. 32-07. Passed 5-14-07)

1335.09 ABROGATION AND GREATER RESTRICTIONS.

These regulations are not intended to repeal any existing ordinances (resolutions) including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance (resolution), the more restrictive shall be followed. These regulations are not intended to repeal, abrogate, or shall not impair any existing easements, covenants, or deed restrictions. covenant or easement but the land subject to such interests shall also be governed by the regulations. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 32-07. Passed 5-14-07)

1335.10 INTERPRETATION.

(a) In the interpretation and application of these regulations, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under State statutes.

(b) Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

(Ord. 32-07. Passed 5-14-07)

1335.11 WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or

natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. These regulations shall not create liability on the part of the City, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on these regulations or any administrative decision lawfully made thereunder.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.12 ESTABLISHMENT OF DEVELOPMENT PERMIT.

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1335.07, until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(Ord. 32-07. Passed 5-14-07)

1335.13 ~~EXEMPTION FROM FILING A DEVELOPMENT PERMIT~~ SPECIAL CASES. [AS3]

(a) An application for a development permit shall not be required for:

~~—(a)—~~ Maintenance work such as roofing, painting and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than ~~five~~ two thousand five hundred dollars (\$~~52,050~~00);

(b) State and Federal Development

(1) Development that is funded, financed, undertaken, or preempted by state agencies shall comply with minimum NFIP criteria.

(2) Before awarding funding or financing or granting a license, permit, or other authorization for a development that is or is to be located within a 100-year floodplain, a state agency shall require the applicant to demonstrate to the satisfaction of the agency that the development will comply with minimum NFIP criteria and any applicable local floodplain management resolution or ordinance as required by Ohio Revised Code Section 1521.13. This includes, but is not limited to:

~~a.—~~ Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of

~~Commerce~~Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section ~~3701~~4781-12;

a.

~~b. (e)~~ Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code;

b.

c. ~~(d)~~ Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code; and

~~(3) (e)~~ Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

a. Each federal agency has a responsibility to evaluate the potential effects of any actions it may take in a floodplain; to ensure that its planning programs and budget request reflect consideration of flood hazards and floodplain management; and to prescribe procedures to implement the policies and requirements of EO 11988.

~~Any proposed action exempt from filing for a development permit is also exempt from the standards of these regulations.~~

(Ord. 32-07. Passed 5-14-07)

1335.14 DESIGNATION OF THE FLOOD DAMAGE PREVENTION ADMINISTRATOR.

The Building Official is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.15 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (a) Evaluate applications for permits to develop in special flood hazard areas;
- (b) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information;
- (c) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance;

(d) Inspect buildings and lands to determine whether any violations of these regulations have been committed;

(e) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, floodproofing certificates, variances, and records of enforcement actions taken for violations of these regulations;

(f) Enforce the provisions of these regulations;

(g) Provide information, testimony, or other evidence as needed during variance hearings;

(h) Coordinate map maintenance activities and FEMA follow-up; and

(i) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(Ord. 32-07. Passed 5-14-07)

1335.16 APPEAL AND VARIANCE PROCEDURES.

(a) Appeals Board. City Council of the City of Reynoldsburg shall hear all requests for variances and appeals, and in such capacity shall hereinafter be referred to as the "Appeals Board". All meetings of the Appeals Board shall be open to the public except that the Appeals Board may deliberate in executive sessions as part of quasi-judicial hearings in accordance with law. The Appeals Board shall keep minutes of its proceedings showing the vote of each member upon each question and shall keep records of all official actions. Records of the Appeals Board shall be kept and filed in the office of the Clerk of Council.^[AS4]

(b) Powers and Duties

(1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the enforcement or administration of these regulations.

(2) Authorize variances in accordance with Section 1335.16(d) of these regulations.

(3) Those aggrieved by the decision of the Appeals Board may appeal such decision to the Franklin County, Fairfield County, or Licking Court of Common Pleas, as provided in Ohio R.C. Revised Code Chapter 2506.

(c) Appeals.

(1) Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within 30 days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board, or their designated representative.

(2) Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties of interest, and decide the appeal within a reasonable time after it is submitted.

(d) Variances. Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(1) Application for a Variance.

A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board, or their designated representative.

B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.

C. All applications for a variance shall be accompanied by a variance application fee set in the fee schedule adopted by the City.

(2) Notice for Public Hearing. The Appeals Board shall schedule and hold a public hearing within thirty (30) days after the receipt of an application for a variance from the Floodplain Administrator. Prior to the hearing, a notice of such hearing shall be given in one (1) or more newspapers of general circulation in the community at least ten (10) days before the date of the hearing.

(3) Public Hearing.

A. At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage;
6. The necessity to the facility of a waterfront location, where applicable;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

B. Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant;
3. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws;
4. A determination that the structure or other development is protected by methods to minimize flood damages; and
5. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.

C. Other Conditions for Variances.

1. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

2. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 1335.16(d)(3)A.1. through 11. have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

D. Procedure at Hearings.

1. All testimony shall be given under oath;

2. A complete record of the proceedings shall be kept, except confidential deliberations of the Appeals Board, but including all documents presented and a verbatim record of the testimony of all witnesses;

3. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance;

4. The administrator may present evidence or testimony in opposition to the appeal or variance;

5. All witnesses shall be subject to cross-examination by the adverse party or their counsel;

6. Evidence that is not admitted may be proffered and shall become part of the record for appeal;

7. The Appeals Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance; and

8. The Appeals Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.17 MAP MAINTENANCE ACTIVITIES.

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Reynoldsburg's flood maps, studies and other data identified in Section 1335.07 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(a) Requirement to Submit New Technical Data.

(1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

A. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;

B. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

C. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and

D. Subdivision or ~~large-scale~~other new development proposals requiring the establishment of base flood elevations in accordance with Section 1335.28(c).

(2) It is the responsibility of the applicant to have technical data, required in accordance with Section 1335.17(a), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.

(3) The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

A. Proposed floodway encroachments that increase the base flood elevation; and

B. Proposed development which increases the base flood elevation by more than one foot in riverine areas where FEMA has provided base flood elevations but no floodway.

(4) Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1335.17(a)(1).

(b) Right to Submit New Technical Data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Mayor of Reynoldsburg, and may be submitted at any time.

(c) Annexation/Detachment. Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Reynoldsburg's Flood Insurance Rate Map accurately represent the City boundaries, include within such notification a copy of a map of the City suitable for reproduction, clearly showing the new corporate limits of the new area for which the City has assumed or relinquished floodplain management regulatory authority.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.18 DATA USE AND FLOOD MAP INTERPRETATION.

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

(a) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.

(b) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.

~~—(c) When Preliminary Flood Insurance Rate Maps and/or Flood Insurance Study have been provided by FEMA:~~

~~—(1) Upon the issuance of a Letter of Final Determination by the FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.~~

~~—(2) Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and/or appeal to FEMA.~~

(~~d~~c) The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1335.16, Appeals and Variances Procedures.

(ed) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood protection elevations (as found on an elevation profile, floodway data table, established high water marks, etc.) shall prevail.

(e) Use of Preliminary Flood Insurance Rate Map and/or Flood Insurance Study Data^[AS5]

A. Zone A:

1. Within Zone A areas designated on an effective FIRM, data from the preliminary FIRM and/or FIS shall be reasonably utilized as best available data.
2. When all appeals have been resolved and a notice of final flood elevation determination has been provided in a Letter of Final Determination (LFD), BFE and floodway data from the preliminary FIRM and/or FIS shall be used for regulating development.

B. Zones AE, A1-30, AH, and AO:

1. BFE and floodway data from a preliminary FIS or FIRM restudy are not required to be used in lieu of BFE and floodway data contained in an existing effective FIS and FIRM. However,
 - a. Where BFEs increase in a restudied area, communities have the responsibility to ensure that new or substantially improved structures are protected. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data in instances where BFEs increase and floodways are revised to ensure that the health, safety, and property of their citizens are protected.
 - b. Where BFEs decrease, preliminary FIS or FIRM data should not be used to regulate floodplain development until the LFD has been issued or until all appeals have been resolved.
2. If a preliminary FIRM or FIS has designated floodways where none had previously existed, communities should reasonably utilize this data in lieu of applying the encroachment performance standard of Section 4.9(B) since the data in the draft or preliminary FIS represents the best data available.

C. Zones B, C, and X:

1. Use of BFE and floodway data from a preliminary FIRM or FIS are not required for areas designated as Zone B, C, or X on the effective FIRM which are being revised to Zone AE, A1-30, AH, or AO. Communities are encouraged to reasonably utilize preliminary FIS or FIRM data to ensure that the health, safety, and property of their citizens are protected.

(Ord. 32-07. Passed 5-14-07)

1335.19 SUBSTANTIAL DAMAGE DETERMINATIONS.

(a) Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- (1) Determine whether damaged structures are located in special flood hazard areas;
- (2) Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- (3) ~~Require owners of substantially damaged structures to Make reasonable attempt to notify owners of substantially damaged structures of the need to~~ obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

(b) Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

(Ord. 32-07. Passed 5-14-07)

1335.20 ASSURANCE OF FLOOD CARRYING CAPACITY.

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

(a) Development in Floodways

(1) ~~Where development is partially or fully located within In~~ floodway areas, ~~the entire~~ development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or

(2) Development ~~encroaching -into~~ floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:^[AS6]

- A. Meet the requirements to submit technical data in Section 1335.17(a);
- B. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
- C. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
- D. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
- E. Concurrence of the Mayor of Reynoldsburg and the Chief Executive Officer of any other communities impacted by the proposed actions.

(b) Development in Riverine Areas with Base Flood Elevations but No Floodways

(1) In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or

(2) Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:

- A. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
- B. Section 1335.20(a)(2), items A. and C. - E.

(c) Alterations of a Watercourse. For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

(1) The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.

(2) Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.

(3) The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with Reynoldsburg specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit

(4) The applicant shall meet the requirements to submit technical data in Section 1335.17(a)(1)C. when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

(Ord. 32-07. Passed 5-14-07)

1335.21 NOTICE OF VIOLATION.

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

- (a) Be put in writing on an appropriate form;
- (b) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if taken, will effect compliance with the provisions of these regulations;
- (c) Specify a reasonable time for performance;
- (d) Advise the owner, operator, or occupant of the right to appeal;
- (e) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(Ord. 32-07. Passed 5-14-07)

1335.22 SEVERABILITY.

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

(Ord. 32-07. Passed 5-14-07)

1335.23 APPLICATION REQUIRED.

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

(a) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.

(b) Elevation of the existing, natural ground where structures are proposed.

(c) Elevation of the lowest floor, including basement, of all proposed structures.

(d) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.

(e) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:

(1) Floodproofing certification for non-residential floodproofed structure as required in Section 1335.28(e).

(2) Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1335.28(d)(5) are designed to automatically equalize hydrostatic flood forces.

(3) Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1335.20(c).

(4) A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1335.20(b).

(5) A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1335.20(a).

(6) Generation of base flood elevation(s) for subdivision and ~~large-scale~~other new developments as required by Section 1335.28(c).

(f) A floodplain development permit application fee set by the fee schedule adopted by the City.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.24 REVIEW AND APPROVAL OF A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION.

(a) Review.

(1) After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 1335.23 has been received by the Floodplain Administrator.

(2) The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

(b) Approval. Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If the Floodplain Administrator is satisfied that the development proposed in the floodplain development application conforms to the requirements of this ordinance, the Floodplain Administrator shall issue the permit~~an application is approved, a floodplain development permit shall be issued.~~ All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion^[AS7].

(Ord. 32-07. Passed 5-14-07)

1335.25 INSPECTIONS.

The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(Ord. 32-07. Passed 5-14-07)

1335.26 POST-CONSTRUCTION CERTIFICATIONS REQUIRED.

The following as-built certifications are required after a floodplain development permit has been issued:

(a) For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a Federal Emergency Management Agency Elevation Certificate completed by a registered professional surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.

(b) For all development activities subject to the standards of Section 1335.17 (a), a Letter of Map Revision.

(c) For new or substantially improved non-residential structures that have been floodproofed in lieu of elevation, where allowed, the applicant shall supply a completed Floodproofing Certificate for Non-Residential Structures completed by a registered professional engineer or architect together with associated documentation.

(Ord. 32-07. Passed 5-14-07)

1335.27 REVOKING A FLOODPLAIN DEVELOPMENT PERMIT.

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1335.16 of these regulations.

(Ord. 32-07. Passed 5-14-07)

1335.28 USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION.

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1335.07 or 1335.18(a):

(a) Use Regulations

(1) Permitted Uses. All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by the City are allowed provided they meet the provisions of these regulations.

~~—(2) Prohibited Uses~~

~~—A. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Section 3701 of the Ohio Revised Code.~~

~~—B. Infectious waste treatment facilities in all special flood hazard areas, permitted under Section 3734 of the Ohio Revised Code.~~

(b) Water and Wastewater Systems. The following standards apply to all water supply, sanitary sewerage and waste disposal systems is the absence of any more restrictive standard provided under not otherwise regulated by the Ohio Revised Code or applicable state rules:

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;

(2) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and;

(3) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

(c) Subdivisions and Large-Other New Developments.

(1) All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;

(2) All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;

(3) All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood damage; and

(4) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less; and

(5) The applicant shall meet the requirement to submit technical data to FEMA in Section 1335.17(a)(1) D. when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1335.28(c)(4).

(d) Residential Structures.

This section applies to new construction of residential structures and to substantial improvements to residential structures in Zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances when provided in Section 1335.18(e).

(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and

hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (this paragraph) and construction materials resistant to flood damage (Section 1335.28(d)(2)) are satisfied.

(2) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.

(3) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

(4) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. In Zone A areas where no flood protection elevation data are available, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.

(5) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings ~~sufficient to allow the automatic equalization of hydrostatic pressure unimpeded movement of flood waters~~ may have an enclosure below the lowest floor provided the enclosure meets the following standards:

A. Be used only for the parking of vehicles, building access, or storage; and

B. Be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or

C. Have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(6) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

(7) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1335.28(d).

(e) Nonresidential Structures.

This section applies to new construction of residential structures and to substantial improvements of nonresidential structures in Zones A, A1-30, AE, AO, and AH, when designated on the community's effective FIRM, and when designated on a preliminary or final FIRM issued by FEMA under the circumstances when provided in Section 1335.18(e).

(1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1335.28(d)(1) – (3) and (5) –(7).

(2) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:

A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;

B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, and,

C. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 1335.28(e)(2)A. and B.

(3) In Zone A areas where no flood protection elevation data are available, the structure shall have the lowest floor, including basement, elevated or dry floodproofed at least two feet above the highest adjacent natural grade.

(f) Accessory Structures. Structures that are 600 square feet or less which are used for parking and storage only are exempt from elevation or dry floodproofing standards within Zones A, A1-30, AE, AO, and AH designated on the community's FIRM~~Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet.~~ Such structures must meet the following standards:

(1) They shall not be used for human habitation;

(2) They shall be constructed of flood resistant materials;

(3) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;

(4) They shall be firmly anchored to prevent flotation;

(5) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and

(6) They shall meet the opening requirements of Section 1335.28(d)(5)C.

(g) Recreational Vehicles. Recreational vehicles on sites within Zones A, A1-A30, AE, AO, or AH must meet at least one of the following standards:

(1) They shall not be located on sites in special flood hazard areas for more than 180 days, or

(2) They must be fully licensed and ready for highway use, or

(3) They must be placed on the site pursuant to a floodplain development permit issued under Sections 1335.12 and 1335.23, and meet all standards of Section 1335.28(d).

(h) ~~Above Ground~~ Gas or Liquid Storage Tanks. Within zone A, A1-A30, AE, AO, or AH, new or substantially improved ~~All~~ above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)

1335.99 PENALTY.

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a misdemeanor of the first degree. Whoever violates these regulations or fails to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall be fined or imprisoned as provided by the laws of the City of Reynoldsburg. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation. The City shall prosecute any violation of these regulations in accordance with the penalties stated herein.

(Ord. 32-07. Passed 5-14-07; Ord. 05-16. Passed 2-8-16.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

For the financial needs of the City to keep the project on a timeline for project construction

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency

WHEREAS, over the past several years, the City of Reynoldsburg completed a needs assessment of existing Parks and Recreation/Public Service facilities; and

WHEREAS, based on these studies, it was determined that a new facility, which meets the City's current and future needs as well as current Ohio Environmental Protection Agencies (OEPA) and Occupational Safety and Health Administration (OSHA) rules and regulations, was warranted; and

WHEREAS, the City of Reynoldsburg entered into a contract with Star Consulting to design this new facility; and

WHEREAS, the City must now move forward with designing the necessary infrastructure to support this facility by the City Engineer EMH&T.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a contract with EMH&T for engineering design services for the Parks and Recreation/Public Service in the amount of \$284,000.00.

SECTION 2. That for the purposes stated in Section 1, the expenditure of \$284,000.00 be and is hereby authorized from the Capital Improvement Project (CIP) Fund (410).

SECTION 3. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this Ordinance.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2025 completion of the project. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

February 20, 2024

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

**Subject: Service Facility Public Road Access
Proposal for Engineering and Bidding Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for engineering and bidding services for the Service Facility public roadway access from East Main Street to Pine Quarry Park. In conjunction with the City's new Service Facility, the City has requested that the existing alleyway that extends from the East Main Street / Oak Valley Road intersection be reconstructed to the Pine Quarry Park parcel as a public street (approx. 2,000 ft. in length). It is expected that this improvement will follow the City's typical 26-ft. wide pavement section (Standard Drawing R-13) or similar. The project will include trail and/or sidewalk, street lighting, water main replacement and extension, and storm sewer improvements. The preliminary opinion of construction cost for this improvement is approximately \$3,000,000.

SCOPE OF SERVICES

The Scope of Services for this improvement is outlined below:

1. Topographic & Boundary Survey
 - a. Perform topographic survey at 50-ft. intervals, at surface features, and at sewer inverts along the alley corridor. Survey will be obtained in the State Plane Coordinate System and using the NAVD 88 datum.
 - b. Right-of-way/Boundary survey will include the following tasks: research available public records, such as deeds, plats, right-of-way plans, and surveys on file at the County Engineer's Office.
 - c. Establish the boundary lines based upon the above research in combination with field located boundary markers.
 - d. Prior to commencing field work, we will coordinate with OHIO 811 to determine public/private utility owners.
 - e. Prepare Right-of-Way legal descriptions for six properties that currently own adjacent property. This documentation will be provided to the City for preparation of purchase agreements and coordination with property owners.
 - f. Field locate all utilities and their associated features, such as storm, sanitary, gas, water, electrical, transformers, light poles, pull boxes, communications, and pavement markings.
2. Street, Storm and, Water Plan
 - a. Prepare an AutoCAD basemap of existing conditions by incorporating topographic survey data, record plan information, and GIS features. Following base map creation, a field walk will be scheduled to verify accuracy and confirm locations of utilities.
 - b. Through a subconsultant, EMH&T will collect soil borings within the project corridor. The soil borings will be analyzed and incorporated into the design. The borings will provide useful information relative to the existing pavement thickness, condition of subgrade, pavement design parameters, and recommendations for subgrade stabilization (if needed).

- c. Establish a typical section and horizontal alignment for the new roadway. Intersections will be evaluated for turning radii, and design challenges such as existing utilities, obstructions in the corridor, etc. will be resolved.
 - d. The proposed vertical alignment of the roadway will be established. The profile grade of the roadway will be designed to maximize the amount of roadside area that drains into the roadway. Any areas of potential ponding along the roadside will be addressed with storm sewer and grading improvements.
 - e. Intersection details will be developed to specify curb radii, sidewalk / curb ramp layouts, and curb grades / inlet locations along the intersections.
 - f. Prepare driveway details showing dimensions, grades, and construction materials for all of the existing residential and commercial driveways along the corridor.
 - g. Roadway cross sections will be prepared to further detail grading along the corridor, both in the roadway and along the roadside.
 - h. Create a storm sewer tributary area map for the roadway corridor and prepare design computations for the proposed storm sewer following the City's Stormwater Design Manual. Pipe calculations will be prepared using the rational method, and spread calculations will be prepared to evaluate inlet spacing.
 - i. Storm sewer plan and profile sheets will be prepared along with details showing how existing storm systems are connected into the new storm system.
 - j. Evaluate the post-construction water quality requirements for the project. A water quality volume will be calculated, and EMH&T will coordinate with the City on the preferred Best Management Practice (BMP). We will prepare calculations and details necessary to support the selection of a BMP and include these design computations in the Storm Water Pollution Prevention Plan (SWPPP).
 - k. Prepare a water main replacement and extension plan consisting of the following:
 - i. Water notes and details
 - ii. As-built coordinate table
 - iii. Water main plan and profile sheets
 - l. Sedimentation and Erosion control plans will be developed for this project.
 - m. Submittals will be prepared at the 50% and 90% design stage for review, along with updated opinions of probable cost. Plans and estimates will be provided to the City and any other project stakeholders at this time. We will conduct a plan review meeting at these milestones to discuss any design options, make decisions, and accept any feedback from the City. Feedback received will be incorporated into the next submittal to the City.
 - n. Create color exhibits for individual property owners showing the proposed improvements over an aerial photo background of existing conditions. These exhibits can be used by the City when coordinating with property owners on right-of-way acquisition.
3. Traffic and Lighting Plans
- a. Design a street lighting circuit and a lighting layout within the roadway corridor. It is assumed that the City's decorative post-top street light would be used, and we will plan to place street lights on the east side of the road only to limit disturbance to the residential area to the west.
 - b. Traffic control plans which show pavement markings and roadside signage will be prepared and included in the construction documents.
 - c. Develop a maintenance of traffic plan which outlines a procedure for the contractor to

maintain traffic during construction.

4. Permitting and Utility Coordination

- a. Prepare a formal SWPPP document to accompany this project and complete the Ohio EPA Notice of Intent application on behalf of the City.
- b. The water main extension plans will be submitted to Ohio EPA for water plan approval. EMH&T anticipates two rounds of comments and three total submittals to the Ohio EPA. All PTI fees will be paid for by the City.
- c. Prepare utility submittals at the 50% and 90% design stage.
- d. The goal of the 50% submittal utility is to identify any conflicting utilities that will require relocation. Following this submittal and meeting, EMH&T will follow up with the private utilities on the status of any relocation work.
- e. The 90% utility submittal and meeting will serve as a verification that the utilities are in the process of relocating and to confirm schedules.

5. Bidding Services

- a. Prepare 15 sets of bidding documents and publish the notice to contractors
- b. Respond to any requests for information from bidders during the bidding process
- c. Attend bid opening
- d. Prepare bid tab, award recommendation, and conformed copies of the contract documents

Construction Phase Design Support (Allowance / If Authorized)

It is our understanding the City is requesting that EMH&T provide a budgetary allowance for design support during construction for this improvement. The scope of work to be performed under these allowances is as follows:

1. Review shop drawings and material submittals as requested by the City / contractor. Provide review comments with recommendations.
2. Review design-related requests for information (RFI) from the contractor as requested by the City and prepare responses.
3. Attend preconstruction and other construction phase meetings as requested by the City.
4. Provide limited utility coordination during construction. EMH&T will hand off management of any private utility relocation to the City's CA/CI consultant but will be available to answer questions or help resolve issues at the request of the City.
5. Prepare record drawings using red-line mark-ups provided by the City's CA/CI consultant.

These allowances are budgetary estimates for consultation during construction based on similar recent projects. EMH&T will provide services to support the construction phase in a task-oriented manner as directed by the City and to the level of effort desired by the City and limited by available budget.

EXCLUSIONS:

1. Planning and zoning submittals and coordination
2. Traffic studies
3. Environmental studies or permitting outside of those specifically mentioned
4. Floodplain modeling
5. Construction phase management and inspection services

RIGHT OF ENTRY

It is understood the Client hereby grants EMH&T or represents and warrants (if the sites are not owned by the Client) that permission has been duly granted for Right-of-Entry by our firm, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the subject project.

SCHEDULE

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

FEE

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

EMH&T DESIGN SERVICES FEE SUMMARY

Description of Design Service/Task	Fee
1. Survey	\$22,000.00
2. Street, Storm and Water Plans	\$198,000.00
3. Traffic and Lighting Plans	\$22,000.00
4. Permitting and Utility Coordination	\$17,000.00
5. Bidding Services	\$5,000.00
<u>DESIGN TOTAL FEE</u>	\$264,000.00

EMH&T DESIGN CONSULTATION DURING CONSTRUCTION (IF-AUTHORIZED ALLOWANCE)

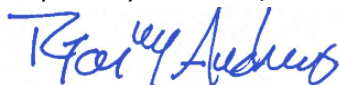
Description of Construction Phase Consultation/Task	Fee
<u>CONSTRUCTION CONSULTATION ALLOWANCE</u>	\$20,000.00

EMH&T TOTAL FOR DESIGN AND CONSTRUCTION CONSULTATION: \$284,000.00

The receipt of a signed copy of this proposal will constitute authorization to begin work. If this proposal is not accepted and executed within ninety (90) days, EMH&T reserves the right to adjust the fee or withdraw the offer to perform the described services. Further, if the services are suspended for more than ninety (90) days, EMH&T shall be entitled to an equitable adjustment in the service fee and/or schedule.

If this description and estimated fee meet with your approval, please authorize with your signature below. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

cc: Joseph Begeny, Mayor
Mark Riley, Service Manager

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

WHEREAS, the Service Department has identified a need for software for fleet tracking that will provide real-time location and vehicle telematics; and

WHEREAS, this Council finds that the services to be provided by Samsara, Inc. will be able to meet the needs of the Service Department for such GPS services.

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

Section 1. That the Mayor is hereby authorized to enter into a contract with Samsara, Inc. for GPS software on a 36-month license in the total amount of \$37,974.00.

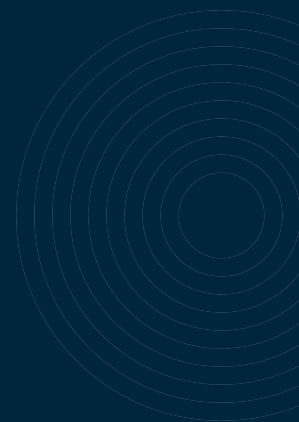
Section 2. That this Resolution shall be effective upon approval by Council and the signature of the Mayor.

Quote Summary

City of Reynoldsburg

Samsara Inc.
1 De Haro St.
San Francisco, CA 94107
415.985.2400

Main Contact:
Amber Stanton
Amber.Stanton@Samsara.com



Samsara's telematics solution bundles all hardware, software, cables, warranties, and customer/technical support together to improve the safety, efficiency, and sustainability of the public agencies that power our communities

The City of Reynoldsburg and Samsara Inc. will be partnering together to deliver a telematics solution for the town hall vehicles. The yearly list price of this solution is \$16,878.04 but due to the City's Sourcewell member (#58197) we are offering established cooperative pricing. This brings the total annual cost to \$12,631.50, a 24.1% savings.

Samsara is the pioneer of the Connected Operations Cloud, which allows municipalities to harness IoT (Internet of Things) data to develop actionable business insights and improve their operations. Samsara operates in North America and Europe and serves tens of thousands of customers across a wide range of industries including transportation, wholesale and retail trade, construction, field services, logistics, utilities and energy, government, healthcare and education, manufacturing, and food and beverage.

Our phase one solution for The City of Reynoldsburg includes:

Hardware and Licenses:

(51) VG54s including cables

The Vehicle Gateway is a plug-and-play advanced sensor platform for fleets, providing operators with real-time location and diagnostics, sensor data, accessory compatibility, and WiFi hotspot connectivity.

(5) AG52 including cables

Ruggedized trackers for trailers, heavy equipment, & unpowered assets.

Software:

- Real-Time GPS Data
- Vehicle Diagnostics
- Custom Reporting & Alerts
- Service Coverage Map
- PTO Monitoring
- Proximity Search
- Unlimited Users
- Custom Permissions Settings
- Single Sign On
- Samsara Driver and Fleet Apps

See an overview of the Samsara Platform [here](#)

Warranty:

- Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a “LIC-” prefix in the applicable SKU) has a warranty that lasts for as long as you maintain a valid license for such Hardware
- 1 Year Warranty on cables and the auxiliary input hub

[See our full warranty here](#)

Customer Service:

- 24/7 Customer/Technical Support
- Help Center Access

Implementation:

- Training Center Access
- Samsara Knowledge Base
- Live New User Training

Logistical Details:

Once a quote is signed orders may take up to 1 to 3 full business days to be processed, picked and packed before it is shipped. Please allow 7 to 10 business days for your order to arrive. Orders with express shipping takes 1 to 3 days for your order to arrive.

Next Steps:

- Sign Quote
- [Review Public Sector Specific Master Licenses and Service Agreement](#) / Sourcwell Contract [#020221-SAM](#)



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1011026

Issued 01-03-2024

Expires 10-15-2023

Prepared For:
City of Reynoldsburg
7232 E Main St
Reynoldsburg, Ohio
43068

Prepared By:
Amber Stanton
amber.stanton@samsara.com

Quote Summary

Subtotal

Hardware and Accessories	\$0.00
--------------------------	--------

Licenses

License Term – 36
Months

Shipping and Handling	\$80.00
-----------------------	---------

Upfront Hardware Sales Tax	\$0.00
----------------------------	--------

Annual License Sales Tax	\$0.00
--------------------------	--------

First Year Payment	\$12,711.50
---------------------------	--------------------

Payments Beginning Year Two	\$12,631.50
------------------------------------	--------------------

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Mark Riley
7806 E Main St
Reynoldsburg, Ohio, 43068-1239
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
VG54 Aux Cable CBL-VG-CAUX	51	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	40	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	39	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	12	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	9	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	5	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	5	\$0.00	\$0.00
Enhanced VG series 1226 cable CBL-VG-CRP1226	1	\$0.00	\$0.00
Enhanced VG Series J1708 (6-pin) CBL-VG-CJ1708	1	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	5	\$139.50	\$697.50
		Annual License Due	\$697.50



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Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	51	\$234.00	\$11,934.00
		Annual License Due	\$11,934.00



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1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service,



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

Deemed to be an emergency measure necessary for financial needs and further to have authorization to make the necessary changes to be able to fill the GIS position as requested, and this receives two reads and becomes effective upon adoption by Council.

STAFF REPORT:

GIS (Geographic Information Systems) Administrator

EMH & T has been providing the City with Geographic Information Systems (GIS) services for many years. GIS is a computer system that generates visual representations of spatially referenced data, capturing and storing information for analysis related to specific properties. Currently, GIS is utilized for mapping water, sewer, sanitary sewer, streetlights, and other infrastructure within the city. Access to our GIS maps can be found at: GIS | City of Reynoldsburg. This tool is essential for various departments within the City.

Recently, it was communicated that EMH & T will no longer support this GIS program as of May 31, 2024. As a result, a decision was made to bring the GIS services in-house rather than seek another vendor. This decision is in line with practices in many other cities, where internal GIS teams are common.

To manage our GIS needs internally, a full-time position has been recommended for a 30-hour work-week. This individual would focus solely on GIS services for the City of Reynoldsburg, aiding in the expansion of GIS layers. The estimated cost for bringing this service in-house, including salary, benefits, and software expenses, is projected to be approximately \$69,454 for

the remainder of 2024. A draft of the proposed job description is attached for reference.

Separate legislation will be introduced to secure funding for this position, with an emphasis on expedited approval.

Clerk of Council

The Clerk of Council recently shared updates regarding additional responsibilities, including serving as clerk to the five JEDD Boards. Upon reviewing the job description, it was noted that this position is the only non-elected department head currently classified at pay grade 16. To align this position with the increased duties and maintain consistency among department heads, it is recommended that this position be reclassified to pay grade 18. A revised job description with suggested changes is included for your review.

An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of Reynoldsburg, Ohio, and Declaring an Emergency

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 160, Section 160.02 Authorized Positions, Personnel Classifications and Pay Grades including Chapter 160.02 (a) Administration, Chapter 160.02 (g) Service Department.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades for the City of Reynoldsburg polices to read as follows:

Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, in order to establish the GIS position as our City Engineer has removed that position and will no longer provide those services. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

~~2/12/2024~~ 05/02/2024

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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, Full-Time – Forty hours: A permanent employee who normally works a standard workweek of a minimum of forty (40) hours and is entitled to benefits and accruals based upon a forty (40) hour workweek.

Employee, Part-Time: an employee who works less than thirty (30) hours per week, who is not entitled to benefits except vacation pay, holiday pay, sick leave and personal(s) days based upon the workweek assigned. .

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: – a permanent employee who normally works a standard workweek of a minimum of thirty (30) hours and is entitled to benefits and accruals based upon a thirty (30) hour workweek.

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 another 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.

Length of Service: interval from the employee's service date to any given date.

Longevity: Full-time and three-quarter employees of the City shall be eligible for longevity compensation as described in Chapter 160.07.

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 forty-hour workweek.

Part-time: an individual that does not work a regular under a thirty-hour workweek .

PERS: abbreviation for the Public Employees Retirement System.

PFDPE: 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	1 p/t	Unclassified	19
Asst. City Prosecutor	1 F/T (3/4)		
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	14-A
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	18
Assistant Clerk of Courts	1	Classified	11
Deputy Clerk	1 F/T (3/4)	Classified	9
Deputy Clerk	1	Classified	9
Clerk of Council	1	Unclassified	16 18
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Financial Manager	1	Classified	20
Deputy Auditor	1	Unclassified	15
Auditor Secretary/Payroll Specialist	1 F/T (3/4)	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	18
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
Development Director Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
Planner 1	1	Classified	14-A
Zoning Assistant	1	Classified	12

(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	18
Grounds Superintendent	1	Classified	18
Assistant Grounds Superintendent/Arborist	1	Classified	15-A
Parks Grounds Maintenance	4	Classified	5
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	14-A
Recreation Coordinator	1	Classified	7
Park Ranger	4	Classified	12
Horticulturist Assistant	1	Classified	9
Arborist Assistant	1	Classified	9
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	61	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	1 p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14A
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 F/T (3/4)	Classified	10
Court Liaison	2 FT (3/4)	Classified	13
Public Safety Social Worker Supervisor	1	Classified	17

Public Safety Social Worker/ Victim Advocate	2	Classified	16
Community Liaison/Advocate	1	Classified	14-A

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Public Service Manager	1	Unclassified	21
Administrative Assistant	1	Unclassified	13
Administrative Assistant Front Desk	1	Classified	8
GIS Administrator	1	Classified	17
Maintenance Superintendent	1	Classified	18
Custodian	3	Classified	5
Maintenance Assistant			
Superintendent	1	Classified	14A
Building Maintenance Worker	1	Classified	11

(2) Building Division			
Chief Building Official	1 F/T (3/4)	Classified	21
Asst. Chief Building Inspector	1	Classified	17
Plans Examiner	1 F/T (3/4)	Classified	16
Building Inspector	2	Classified	15
Residential Building Inspector	1	Classified	14
Electrical Inspector	1 F/T (3/4)	Classified	14
Lead Permit Technician	1	Classified	15A
Permit Technician	1	Classified	11
Code Compliance Officer	4	Classified	10

(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15A
Maintenance Spec/Equip Operator	7	Classified	10
Billing Manager	1	Classified	15
Account Clerk 2	4	Classified	9

(4) Street Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15A
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	15A
Fleet Maintenance Technician	2	Classified	10

(4)(a) Storm Water Utility Division

Asst. Superintendent	1	Classified	15A
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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SALARY SCHEDULE

160.03 SALARY SCHEDULE

(a) All permanent Part and Full Time Employees – NON SUPERVISORY PERSONNEL

THE FOLLOWING PAY GRADES
SHALL BE IN EFFECT ON JANUARY 1, 2024:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	16.88	17.72	18.61	19.54	20.52	21.54
4	17.91	19.64	21.35	23.07	24.73	26.49
5	18.36	20.13	21.88	23.65	25.35	27.15
6	18.73	20.53	22.31	24.12	25.85	27.69
7	19.10	20.95	22.75	24.60	26.37	28.24
8	20.30	22.05	23.82	25.55	27.33	29.09
9	21.28	23.11	24.97	26.78	28.64	30.49
10	21.81	23.91	25.60	27.45	29.36	31.25
11	22.24	24.16	26.11	27.99	29.95	31.88
12	22.69	24.65	26.63	28.56	30.54	32.52
13	23.14	25.14	27.16	29.13	31.16	33.16
14	23.57	25.64	27.71	29.70	31.78	33.83
15	24.08	26.16	28.26	30.30	32.42	34.51

*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

Each year employees in the pay group will be given a merit increase based upon their performance and goals met each year. The Mayor will set the range each November, beginning in 2024 during the budget process. Once the range is established pay increases will be based on overall performance within the range set. Human Resources will develop the goal setting and evaluation process.

Pay Grade	Minimum	Maximum
14-A	\$27.81	\$49.44
15-A	\$28.84	\$51.50
16	\$29.87	\$53.56
17	\$30.90	\$57.68
18	\$31.93	\$59.74
19	\$32.96	\$61.80
20	\$33.99	\$63.86
21	\$41.20	\$65.92
22	\$43.26	\$67.98

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 52.53	\$ 72.10
26A	\$ 57.58	\$ 77.25

(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 - \$ \$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 All Independent Contractors responsibilities must meet all requirement as defined by the Ohio Public Employees Retirement System.

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

College – Interns

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.

High School- Interns

- (a) If a high school student is receiving class credit for the internship and is performing duties during the academic year, there will be no compensation for this internship. The internship will be for one academic year. If no credit is given for the internship, then the student will be compensated in the hourly rate range of the Seasonal Recreation Leader pay.
- (b) High school students that are not receiving class credit and the duties are performed during the school recess will receive an hourly rate in the range of the Seasonal Recreation Leader pay. The internship will be in place no longer than the summer break.

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 one dollar (\$1.00) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled daily shift is after 1:00 p.m. and before 6:00 a.m. This applies to employees that work three-quarter or forty-hour workweek.

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 elect 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:

Service Director	Superintendent of Streets
Development Director	Superintendent of Water/Wastewater
Parks & Recreation Director	Chief Building Official
Human Resources Director	Clerk of Courts
Chief of Police	Tax Financial Manager
Deputy Chief of Police	Finance Manager
Computer Systems Director	Assistant City Prosecutors
Clerk of Council	Planning & Zoning Administrator
Assistant City Attorney	Public Service Manager
Parks Grounds Superintendent	Recreation Superintendent
Senior Accountant	Building Maintenance Superintendent
Criminal Justice Program Administrator	Special Events/Public Information Manager
Diversity Equity Inclusion Compliance Manager	Public Safety Social Worker/Victim Advocate Supervisor

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 June 12, 2023, full-time (three-quarter to forty hour) employees 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 on their actual anniversary date 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

- 2) 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 serving in the Mayor, City Attorney and City Auditor 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 and covered by 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 covered by Medicare.

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), not to exceed One Hundred Thousand (\$100,000), 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.

SECTION 160.13. PAID FAMILY LEAVE

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

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

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

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

(b) All full-time and three-quarter time employees who have been employed with the City for 12 or more months at the time of the birth, adoption, shall be eligible to take paid parental leave one time in a 12-month period. Employees covered under a collective bargaining agreement are eligible for parental leave as negotiated and detailed in their respective contracts. The requirement for one year of employment at the time of birth or adoption will be effective January 1, 2024.

- (c) Paid parental leave must be taken in one uninterrupted period of leave time and must be taken within 12 months following the birth or placement of a child for adoption or foster care. Paid parental leave entitlement is ten (10) weeks of paid leave.
- (d) Paid parental leave shall run concurrently with Family Medical Leave Act leave and be counted against the amount of FMLA leave available to employees taking these benefits.
- (e) Whenever the birth or placement of a child for adoption or foster care is foreseen, the employee must provide the Director of Human Resources at least 30 days' notice of his or her intention to take paid parental leave or paid childbirth leave.
- (f) An employee who would otherwise be eligible for paid parental leave pursuant to above, whose child is stillborn or dies during the third trimester of pregnancy, is eligible for four (4) calendar weeks of paid parental leave following the date of death of the unborn or stillborn child. In the event the newly born or adopted child dies during the period of time that the employee is on paid parental leave, the employee shall be entitled to the full extent of the paid parental leave permitted above, and the paid parental leave shall not terminate due to the death of the child. All other provision of the paid parental leave granted pursuant to above shall apply.
- (g) If an employee is enrolled in group health insurance or other insurance benefits sponsored by the City, these benefits will continue as if the employee had not taken leave.
- (h) Paid parental leave taken by an employee shall not be counted as time worked for the purposes of calculating overtime.
- (i) The Director of Human Resources shall promulgate a policy related to provision of medical documentation, adoption or foster documentation, intermittent leave, returning to work, confidentiality and any other relevant considerations not inconsistent with this Section or the Family and Medical Leave Act.

Position Description

Ordinance	Clerk of Council	Employee Type: Full-Time (40-hr week)
Position Title:		
Working	Clerk of Council	DEPT: City Council
Title:		
Pay Grade:	16 18	Ord/Contract: Unclassified
Reports To:	Mayor	FLSA Status: Exempt
Revision Date:	11/15/2016	Civil Service Type: Unclassified

General Description:

Works for City Council under the direction of City Council President. Directly supervises the Assistant Clerk of Council. Performs all duties of City Clerk as outlined in the Ohio Revised Code. Performs all assignments, notifications and advertising as required by state and local law. Prepares budget documents for Council follow up with preparation of changes for appropriation documents.

Essential Functions of Work

- Maintains index of legislative actions
- Performs all assignments, notifications and advertising as required by state and local law
- Performs all duties of "City Clerk" as outlined in Ohio Revised Code
- Prepares budget documents for Council
- Follows up with preparation of changes for appropriation documents
- Responds to requests from all City Council members in a timely and efficient manner
- Process purchase orders for City Council; secures purchase orders, verifies signs and processes purchase orders; keeps accurate records of funds available in specific accounts and follows procedures for requesting additional funds as needed
- Prepares annual budget for City Council/Clerk department
- Trains and supervises Assistant Clerk of Council
- Schedules, sets-up, and attend evenings meetings of Council and other boards and commissions are required.
- Prepares agenda for City Council, all Joint Economic Development District (JEDD) Board meetings and special appointed committee/commission meetings and arranges clerical support; prepares and distributes completed minutes
- Prepares legal advertising and sends out required notification of meetings
- Posts agendas and minutes on website
- Sends out information about agenda items to members and necessary department heads
- Enters applications into computer system
- Assembles case files; oversees the preparation of ~~weekly Council meeting~~ packets
- ~~Serves as backup to staff as needed; Trains new employees in usage of specialized software and cross trains to perform other jobs in office~~
- Takes reservations for use of City Council chambers/committee rooms and ensures all are maintained
- Instructs users on use of audio/visual equipment
- Attends the Mayor's weekly Director's meeting, takes notes, and provides a summary to Council
- Coordinates clerical responsibilities for JEDD Boards, Records Commission and Council Committees
- Assures that clerical support staff prepare minutes and agendas in a timely manner, legal notification is provided as required by code, adequate coverage at meetings is provided, and all other duties done efficiently, accurately and timely

- ~~Serves as backup to clerical support as needed~~
- Coordinates web page updates, posting all legislation and minutes
- Coordinates with IT and vendors for upgrades and maintenance of specialized software
- Serves as Clerk to the Charter Review Commission every five years and Ward Boundary Commission every ten years; prepares agendas; attends and prepares minutes; Coordinates attendance by administrative officials and Council or Board and Commission members to discuss possible changes in City Charter; submits recommendations for Council action and completes process following required procedures
- Maintains record management, storage and retrieval system for actions by Council and committees; implements and collects destruction schedules for all departments annually. Updates retention schedules for all departments as needed.
- Supervises public records for the City, receives and fulfills public records requires.
- Services as Administrator for electronic meeting management software for the city. Trains new employees of the usage of specialized software and cross trains to perform other jobs in office.
- Accepts all filings for annexations, initiative petitions, and referendum petitions. Follows proper procedures for fillings and monitors process. Maintain and follow legal timelines.
- 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
- 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

Minimum Qualifications

Education

- Associates degree in business or public administration or related field
- Bachelor's degree preferred

Experience

- Seven (7) to ten (10) years of progressively responsible experience or any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job
- Certified Municipal Clerk obtained within four (4) years of employment
- Master Municipal Clerk desirable

Knowledge, Skills and Abilities

Knowledge of:

- ~~Municipal- The functions~~ laws, laws, rules, regulations and policies of municipal government, particularly those of the City of Reynoldsburg, or ability to acquire such knowledge during a reasonable period of training, ordinances, and various codes
- ~~City government organization and operations~~
- ~~External governmental bodies and agencies related to area of assignment~~
- All computer applications and hardware related to performance of the essential functions of the job

Skill in:

- ~~Organizing work work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction~~
- Maintaining a highly prioritized and organized office without outside instruction
- Applying logical thinking to solve problems or accomplish tasks
- To understand, interpret and communicate policies procedures, rules and regulations
- Communicating effectively orally and in writing and with internal staff, citizens, committee/board members and other department staff in order to give and receive information in a courteous manner

- Determining the important and essential elements in a public discussion, so as to reformulate discussions in minutes to resemble closely what actually took place

Ability to:

- Ability to communicate effectively with the public
- While performing the essential functions of this job, the incumbent is regularly required to sit, see clearly, hear, read and write, stand, grasp/hold objects
- Determine material and equipment needs
- Calculate fractions, decimals, and percentages
- Copy material accurately and recognize grammatical and spelling errors
- Prepare accurate documentation
- Compile and prepare reports, develop complex reports and position papers
- Respond to routine inquiries from public and/or officials
- Prepare and deliver speeches and presentations
- Communicate effectively;
- Understand a variety of written and/or verbal communications
- Cooperate with co-workers on group projects
- Answer routine telephone inquiries
- Handle sensitive inquiries from and contacts with officials and general public
- Develop and maintain effective working relationships
- Resolve complaints

Working Conditions:

- Work is performed in a normal office environment.
- Has contact with potentially violent or emotionally distraught persons

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

(1) Assistant Clerk of Council - PT

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

Position Description

Ordinance	GIS Administrator	Employee Type: Full-time: 30 hours
Position Title:		
Working	GIS Administrator	DEPT: Public Service
Title:		
Pay Grade:	17	
Reports To:	Public Service Director	FLSA Status: Non-Exempt
Revision Date:	4/25/2024	Civil Service Type: Classified

General Description:

The position implements, maintains, and supports the business needs of departments and citywide with a specific focus on the technical and analytical duties involved in the development, implementation and coordination of the city's GIS system. This position will have project management responsibilities including needs assessments, researching and recommending solutions for implementation of system solutions.

Essential Functions of Work

- Manages geographic data automation, production, and maintenance activities within the city.
- Develops a citywide system; manages contracts with service providers responsible for the design, selection, integration and implementation of GIS; provides access to resources needed for development of the GIS.
- Develops and provides GIS standards, training and guidance for GIS users within the city; coordinates and implements GIS policies and program objectives to ensure GIS is properly implemented and maintained within the context of the citywide GIS.
- Develops, administers and maintains GIS web sites and applications for the Internet and performs continuous updates of core city GIS data and web site information.
- Manages data and GIS integrations with various enterprise business systems (work orders, police dispatching, permitting, etc.).
- Serves as project manager for the design, selection, integration and implementation of software systems involving GIS.
- Provides technical support and training on citywide systems working with staff across all departments and third-party vendors; interprets and resolves user questions related to technical support.
- Conducts specialized spatial analyses, which may include analysis of nonspatial data.
- Develops and creates GIS layers/data elements consistent with existing standards; performs digitizing and drafting as required; codes and digitizes maps and geographic features data into various layers with GIS; creates maps, reports and documents using data and statics derived from geographic information system.
- Performs complex data analysis involving multiple levels of data and shares results via digital tools, dashboards, online and printed maps.
- Works with multiple work groups to define project data objectives and completes complex analysis to produce the desired products for the projects.
- Establishes and maintains effective working relationships with city leaders, fellow workers and vendor representatives; effectively communicates both orally and in writing, with same, often conveying technical information to non-technical audiences.
- Makes oral and written presentations relative to various city projects utilizing geographic information systems (GIS) technology.
- Stays abreast of GIS technologies and industry standards.
- Performs other related duties as assigned.

Minimum Qualification:

- Bachelor's Degree
 - Masters' Degree is preferred.
 - Four (4) years experience in revising, updating, and/or maintaining geographic information databases.
 - Additional experience using GIS software packages such as ESRI, ArcGIS for Desktop (ArcMap, ArcGIS Pro, or MapInfo) is a plus or can be substituted for the educational requirement on a year for year basis).
 - Geographic Information Systems Professional (GISP) certification through GIS Certification Institute may be substituted for the educational requirement.
 - A combination of education and/or work experience that provide the necessary knowledge, skills and abilities.
-
- **Licensure or Certification Requirements**
 - Valid Ohio Driver's License and the ability to maintain insurability under city's vehicle insurance policy

Knowledge/Skills and Abilities:**Knowledge of:**

- City policies and procedures; mission and goals
 - Government structure operations and process
 - Public records protocol and retention requirements
 - Administrative support practices and procedures
 - Principles of project management
 - Computer systems capabilities and limitations.
- * may be developed after employment.

Skills in:

- Use of specialized computer software; modifying programs to perform routine system maintenance of applicable software.
- Advanced operations within GIS software packages such as ESRI, ArcGIS for Desktop (ArcMap, ArcGIS Pro, or MapInfo) providing technical information in an appropriate format for the target audience.
- Analyzing data sources and integrating source information into a geographic framework
- Reading and interpreting technical documents which impact land use such as construction plans, real estate deeds, legal descriptions and legislation detail
- Providing excellent customer service
- Planning and tracking progress of projects such as system implementation and updates.

Ability to:

- Plan, design, coordinate, install, test, modify and maintain complex systems and subsystems
- Establish and maintain effective working relationships with residents, consultants, developers, owners, vendors, staff at all levels of the organization, the public, governmental agencies and the private sector.
- Complete work in compliance with deadlines, to handle work with frequent interruptions and handle stressful situations.
- Handle confidential material in strict confidence
- Exercise initiative and judgement within established guidelines
- Organize work, set priorities and follow up on assignments with minimal supervision; track progress and allocate resources to achieve goals.
- Analyze complex situations, problems and data, and use sound judgment drawing conclusions and making decisions
- Accurately respond to routine and sensitive inquiries from public officials, other departments, coworkers, jurisdictions and the public.

- Establish and maintain working relationships with employees, colleagues, government officials, public and members of the professional community.
- Communicate both verbally and in writing; apply logical thinking to resolve problems or accomplish task; understand interpret and communicate complicated policies, procedures and protocols
- Manage multiple priorities and efficiently organize and prioritize work assignments, projects and activities.

Summary:

The GIS Administrator is self-motivated and capable of managing multiple projects simultaneously. The individual is approachable and composed with a proven commitment to excellent customer services. The position requires the exercise of initiative, independent judgment advanced verbal and written communication skills, and significant contact with other staff at all levels of the organization, vendors, contractors, residents and businesses. The GIS Administrator provides comprehensive support, analysis, and professional competency for the citywide GIS program. This position will be an excellent team player to fulfill the duties of the position. The GIS Administrator will have customer focus, excellent problem solving, time management, priority setting, and strong organization skills. The individual will show initiative and innovation in fulfilling the duties of the position.

Working Conditions:

- Work is performed in a normal office environment
- Has contact with potentially violent or emotionally distraught persons

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

HUMAN RESOURCES DEPARTMENT

Sandra Boller, Director of Human Resources
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-6868 phone)
(614) 322-6875 fax



MEMORANDUM

DATE: May 2, 2024

TO: Council President Lawson- Rowe, Members of City Council

CC: Mayor Joe Begeny, City Attorney Chris Shook, City Auditor Stephen Cicak

RE: Need for Chapter 160 Changes and Emergency Language

GIS (Geographic Information Systems) Administrator

EMH & T has been providing the City with Geographic Information Systems (GIS) services for many years. GIS is a computer system that generates visual representations of spatially referenced data, capturing and storing information for analysis related to specific properties. Currently, GIS is utilized for mapping water, sewer, sanitary sewer, street lights, and other infrastructure within the City. Access to our GIS maps can be found at: [GIS | City of Reynoldsburg](#). This tool is essential for various departments within the City.

Recently, it was communicated that EMH & T will no longer support this GIS program as of May 31, 2024. As a result, a decision was made to bring the GIS services in-house rather than seek another vendor. This decision is in line with practices in many other cities, where internal GIS teams are common.

To manage our GIS needs internally, a full-time position has been recommended for a 30-hour work week. This individual would focus solely on GIS services for the City of Reynoldsburg, aiding in the expansion of GIS layers. The estimated cost for bringing this service in-house, including salary, benefits, and software expenses, is projected to be approximately \$69,454 for the remainder of 2024. A draft of the proposed job description is attached for reference.

Separate legislation will be introduced to secure funding for this position, with an emphasis on expedited approval.

Clerk of Council

The Clerk of Council recently shared updates regarding additional responsibilities, including serving as secretary to the JEDD Boards. Upon reviewing job descriptions, it was noted that this position is the only non-elected department head currently classified at pay grade 16. To align with the increased duties and maintain consistency among department heads, it is recommended that this position be reclassified to pay grade 18. A revised job description with suggested changes is included for your review.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

For the financial needs of the City.

REASON FOR EMERGENCY:

Deemed an emergency measure necessary for the immediate preservation of the financial needs of the City in order to be placed for the hiring of a GIS Administrator and related software and hosting products to be effective immediately upon passage by Council and the signature of the Mayor.

STAFF REPORT:

The funds are needed for the new position of GIS Administrator and related software and hosting products.

An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency

WHEREAS, Reynoldsburg City Council has approved the position of GIS Administrator and funding is therefore needed in a total amount of \$69,454; and

WHEREAS, those funds are available in the unappropriated General Fund (110) and need to be appropriated into the 2024 Service and Computer Department budgets.

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

Section 1. That an amount of \$69,454 in the unappropriated General Fund (110) and is hereby appropriated as follows:

Service:

110.448.5102	Wages - Staff	\$ 42,500
110.448.5109	HSA Employer Funding	\$ 2,000
110.448.5151	PERS Contribution	\$ 6,162
110.448.5161	Group Insurance	\$ 9,792

Computer:

110.584.5339	Misc. Contract Services	\$ 9,000
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SECTION 2. This Ordinance, being an emergency measure necessary for the immediate preservation of the financial needs of the City in order to fund this new position and provide software and hosting. This Ordinance shall be in full force and effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event

WHEREAS, the City of Reynoldsburg had balances from the Juneteenth Festival of \$2,932.47 for Juneteenth; and

WHEREAS, these funds were deposited into the General Fund and need to be transferred into the 2024 Community Events budget.

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

Section 1. That an amount of \$2,932.47 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5339 Miscellaneous Contract Services	\$2,432.47
110.344.5395 Printing/Advertising	\$ 500.00

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

following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event

WHEREAS, the City of Reynoldsburg had balances from the Pride Event of \$2,074.83 from 2023; and

WHEREAS, these funds were deposited into the General Fund and need to be transferred into the 2024 Community Events budget.

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

Section 1. That an amount of \$2,074.83 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5339 Miscellaneous Contract Services	\$1,574.83
110.344.5395 Printing/Advertising	\$ 500.00

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

following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

This ordinance is an emergency measure in order to have the software in place for the summer events.

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency

WHEREAS, the staff has determined that the City of Reynoldsburg has expanded our citywide events program enough to warrant the purchase of a digital-based payment system; and

WHEREAS, this system will efficiently take digital payments and give the community members more ways to pay at any time, from anywhere; and

WHEREAS, the cost to convert to CivicPlus Pay is \$4,465.90; and

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a contract with CivicPlus for CivicPlus Pay digital payment software.

SECTION 2. That for the purposes stated in Section 1, the expenditure of \$4,465.90 be and is

hereby authorized from the General Fund (110).

SECTION 3. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this Ordinance.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order for the software to be in place for summer events; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-64189-1

2/7/2024 12:41 PM

5/31/2024

Client:

REYNOLDSBURG, OHIO

Bill To:

REYNOLDSBURG, OHIO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gilchrist		david.gilchrist@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Pay Annual Fee - Forte	Pay Annual maintenance and support fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Pay - Forte	Pay - Forte

Total Investment - Prorated Year 1	USD 4,465.90
Annual Recurring Services (Subject to Uplift)	USD 1,785.00

Total Days of Quote:301

Initial Term	Beginning at signing and ending 12/31/2024, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

FULL THREE READINGS BUT MUST PASS AS AN EMERGENCY
A PUBLIC HEARING IS REQUIRED

REASON FOR EMERGENCY:

THE TAX BUDGET MUST BE SUBMITTED NO LATER THAN JULY 20, 2024

STAFF REPORT:

An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 0225, and Declaring an Emergency

WHEREAS, the tax budget of the City of Reynoldsburg, Ohio for the fiscal year 2025 has been presented to the City Council; and

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

WHEREAS, the Council has held a Public Hearing on said tax budget of which public notice was given by publication not less than ten (10) days previous to the date thereof;

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

SECTION 1. That the said tax budget of the City of Reynoldsburg, state of Ohio, for the fiscal year beginning January 1, 2025, and ending December 31, 2025, is hereby adopted and

approved, and that taxes are levied upon the real and personal property within the City of Reynoldsburg as returned upon the tax duplicate and should be collected for municipal purposes for the fiscal year 2025 as required by said tax budget.

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

SECTION 3. This Ordinance is deemed to be an emergency measure necessary for the expedient financial operation of the city and further, for the reason that the official tax budget of the city must be filed with the County Auditor by July 20, 2024;, wherefore upon adoption by the Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Stating What Services the City of Reynoldsburg will Provide to the Proposed Annexation of Property along Summit Road

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL
PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG SUMMIT ROAD**

WHEREAS, Glen Dugger of Smith & Hale, on behalf of Maplewood Farms LTD, parcel number 011-02659800.003, Carol Christy and Richard Halley, parcel number 011-026598-00.002, and Richard F. Harvey, Richard F. Harvey Living Trust, parcel number are the owners of approximately 69.7 acres of land located along Summit Road is requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation into the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the

community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

A. The services of a full-time administrative staff including the City Attorney, City Auditor, Utility Clerks, Clerk of Court, and Income Tax Commissioner.

B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.

C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately ten minutes.

D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.

E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.

F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.

G. In addition, the properties, included in the annexation territory, will be enhanced due to the following City amenities:

1. The following parks and public facilities:

- a. Parks – JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
- b. The Livingston House and Park
- c. Reynoldsburg Senior Center
- d. Reynoldsburg Community Center

Section 2. Wastewater collection, treatment and water treatment and distribution. The City has the capacity to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the construction of water and sewer mains. The City's services are as

follows:

A. A 12" water main extension can serve this property.

B. A 12" sanitary sewer line is available on an adjacent property. Access to that line would be the responsibility of the petitioner.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term "buffer" includes open space, landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County.

Section 6. That this Resolution is in effective immediately upon adoption by Council and the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the Mayor to Purchase Four (4) Ford Explorer Police Cruisers for the Reynoldsburg Police Department and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

RPD is requesting approval to purchase and outfit four (4) police vehicles from a vendor at state bid price or lower in the amount of \$381,925.19. The money was budgeted and approved for 2024. The funds will be used from account 110.111.5632.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE FOUR (4) FORD EXPLORER POLICE CRUISERS FOR THE REYNOLDSBURG POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the City of Reynoldsburg Police Department requests authorization to purchase four (4) Ford Explorers police cruisers; and

WHEREAS, that an amount not to exceed \$381,925.19 for four vehicles and the appropriate equipment; and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said law enforcement vehicles and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase and waive competitive bidding.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase four (4) Ford Explorers police cruisers in an amount not to exceed \$381,925.19.

SECTION 2. That an amount not to exceed \$381,925.19 be paid from account number 110.111.5632 Motor Vehicles, as this amount was included in the 2024 Budget.

SECTION 3. That pursuant to RCO section 175.01(g), the purchase shall be made through the State of Ohio Bid Contract RSI015078; therefore, competitive bidding by the city is waived.

SECTION 4. That this Resolution be effective immediately upon approval by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Make	Model	Service Tag	Red Tag
Dell	Optiplex 7050 Tower	G05WBM2	02792
Dell	Optiplex 7050 Tower	2BM1CM2	02793
Dell	Optiplex 7050 Tower	G05XBM2	02780
Dell	Optiplex 7050 Tower	7TPFMN2	02834
Dell	Optiplex 7050 Tower	BQ3RJH2	03072
Dell	Optiplex 7050 Tower	2WHX7M2	02800
Tech Global	AS224Wmi-BK	7Y104477NA	02789
Dell	OptiPlex 7450 AIO Series	GJZWHL2	03083
Dell	Latitude 5414 Rugged	3N6YSG2	01965
Oemmico Solution	9123-02A	9123-02A-170601	02778
Oemmico Solution	9123-02A	9123-02A-170602	02779
FA1919	Volcanic Bike Vx5APB		no longer operational or safe
FA1920	Volcanic Bike Vx5APB		no longer operational or safe

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of various technology and equipment items from the department's fixed assets; and

WHEREAS, the items being removed are either no longer operational or will be traded in or sold.

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

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

<u>Tag #</u>	<u>Description of Item</u>	
02792	Dell Optiplex 7050 Tower	
02793	Dell Optiplex 7050 Tower	
02780	Dell Optiplex 7050 Tower	
02834	Dell Optiplex 7050 Tower	
03072	Dell Optiplex 7050 Tower	
02800	Dell Optiplex 7050 Tower	
02789	Tech Global AS224Wmi-BK	
03083	Dell Optiplex 7450 AIO Series	
01965	Latitude 5414 Rugged	
02778	Oemmicro Solution 9123-02A	
02779	Oemmicro Solution 9123-02A	
FA1919	Volcanic Bike Vx5APB	no longer operational or safe
FA1920	Volcanic Bike Vx5APB	no longer operational or safe

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the City Attorney and Mayor to Enter into the 2024 Grant Agreement With the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court

WHEREAS, the Reynoldsburg City Attorney is working, in consultation with the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), to operate and maintain the Recovery Court within the Reynoldsburg Mayor's Court; and

WHEREAS, the Reynoldsburg Recovery Court provides a non-adversarial approach to defendants who are diagnosed with substance abuse disorder and will address the needs of defendants with substance abuse disorders who face criminal charges by establishing effective treatment as an alternative to incarceration, improving quality of life, and increasing the safety of the community by providing court oversight and linking defendants to appropriate treatment and service providers; and

WHEREAS, to support the continuation of the Reynoldsburg Recovery Court, ADAMH has granted to the City funding for the cost, operations, staff training, and program development for the City of Reynoldsburg Recovery Court for 2024 in the amount of \$49,842.00.

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

SECTION 1. The City Attorney, or designee, is authorized to accept reimbursed funding from the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), on an annual basis in the maximum amount of \$49,842.00, or such other amount as ADAMH may grant to the City to support the continuation of the Reynoldsburg Recovery Court.

SECTION 2. Once the funds are reimbursed by the ADAMH Board, those funds will be deposited into the Reynoldsburg Recovery Court Fund (287) and appropriated to account number 287.000.5529 Miscellaneous Distributions.

SECTION 3. The City Attorney, or designee, is further authorized to enter into any agreements and sign documents as may be necessary and appropriate for obtaining and receiving these funds for the year 2024.

SECTION 4. City Council authorizes the City Attorney and the Mayor to enter into the 2024 Grant Agreement with Franklin County ADAMH and sign documents as may be necessary and appropriate for obtaining and receiving these funds.

SECTION 5. This Resolution shall be effective immediately upon approval by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter Into An Agreement with Samsara, Inc. for GPS Software for the Service Department

WHEREAS, the Service Department has identified a need for software for fleet tracking that will provide real-time location and vehicle telematics; and

WHEREAS, this Council finds that the services to be provided by Samsara, Inc. will be able to meet the needs of the Service Department for such GPS services.

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

Section 1. That the Mayor is hereby authorized to enter into a contract with Samsara, Inc. for GPS software on a 36-month license in the total amount of \$37,974.00.

Section 2. That this Resolution shall be effective upon approval by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to the Parks & Recreation Department, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

to purchase and install these fountains for use this summer

STAFF REPORT:

The Parks and Recreation Department has been awarded two (2) grants, one from the Ohio EPA 2024 Water Bottle Refilling Station and one from the Franklin County Board of Developmental Disabilities Changing Spaces Project.

The Ohio EPA grant is in the amount of \$9,373 for the 3 drinking fountains with water bottle refilling stations and one water bottle refilling station. The Franklin County Board of Developmental Disabilities Changing Spaces Project grant is in the amount of \$8,410 for the purchase of a height-adjustable changing table to be installed in a family restroom at JFK Park.

Requesting that \$17,783.00 be unappropriated from the General Fund (110) and appropriated into account 110.340.5639, Other Equipment, so that equipment can be ordered.

When grant funds are received they will be returned to the General Fund (110).

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE PARKS & RECREATION DEPARTMENT

WHEREAS, the Parks and Recreation Department was awarded two grants, one from the Ohio EPA 2024 Water Bottle Refilling Station and from the Franklin County Board of Developmental Disabilities Changing Spaces Project; and

WHEREAS, the Ohio EPA grant is in the amount of \$9,373 for three drinking fountains with water bottle refilling stations and one stand allow water bottle refilling station; and

WHEREAS, the Franklin County Board of Developmental Disabilities Changing Spaces Project grants is in the amount of \$8,410 for the purchase of a height-adjustable changing table for the family restroom at JFK Park; and

WHEREAS, both of these grants will reimburse the costs associated with the Project up to the awarded amount; and

WHEREAS, in order to proceed with the project, these funds need to be appropriated from the unappropriated General Fund (110) to the Parks and Recreation Department.

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

SECTION 1: The City accepts the grant award from the Ohio EPA in the amount of \$9,373 and the Franklin County Board of Developmental Disabilities Changing Spaces Project in the amount of \$8,410.

SECTION 2. That an amount of \$17,783.00 be appropriated from the unappropriated General Fund (110) to account number 110.340.5639 Other Equipment.

SECTION 3. That funds, when received, be deposited into the General Fund (110).

SECTION 4. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio EPA and the Franklin County Board of Developmental Disabilities Changing Spaces Project to complete these projects.

SECTION 5: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to order and proceed with the installation of this equipment; therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Ohio Environmental Protection Agency 2024 Water Bottle Refilling Station Grant Agreement

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **City of Reynoldsburg**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2024 Water Bottle Refilling Station Grant, hereinafter referred to as the 2024 WBRSG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2024 Grant Manual and the 2024 WBRSG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2024 WBRSG funds in the amount of **\$9,373.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$9,373.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application are not eligible expenditures. Any grant-related expenditures made prior to the effective date of the grant agreement are also not eligible.
- II. The Agency shall pay to the Grantee, subject to cash availability, one hundred percent (100%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
- III. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to ensure that employees are treated during employment, without regard to their race,

Ohio Environmental Protection Agency 2024 Water Bottle Refilling Station Grant Agreement

color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

- IV. The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.
- V. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- VI. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- VII. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Grantee may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VIII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- IX. Compliance Assurance: The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2024 WBRSG Application and Grant Manual.
- X. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

**Ohio Environmental Protection Agency
2024 Water Bottle Refilling Station Grant Agreement**

- XI. The Grantee by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XII. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
- XIV. Implementation of the approved 2024 WBRSG project as outlined in the Grantee's 2024 WBRSG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **April 1, 2024**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.

Ohio Environmental Protection Agency 2024 Water Bottle Refilling Station Grant Agreement

XV. Grantee represents and warrants that:

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

XVI. This Agreement shall remain in effect until **March 31, 2025**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.

Ohio Environmental Protection Agency 2024 Water Bottle Refilling Station Grant Agreement

- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D.gov>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

**Ohio Environmental Protection Agency
2024 Water Bottle Refilling Station Grant Agreement**

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** has failed to implement the project detailed in the Grantee's application. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.
- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.
- XXIII. The Grantee represents and warrants that the Grantee shall maintain sufficient insurance on any property for which grant funds have been expended under this Agreement to improve the property site, or to re-establish the physical plant of the operation in the case of fire, theft, or other destructive occurrence, and the Grantee shall maintain sufficient insurance in an amount equal to the replacement value of any equipment for which grant funds have been expended under this Agreement.

**Ohio Environmental Protection Agency
2024 Water Bottle Refilling Station Grant Agreement**

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **April 1, 2024**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: City of Reynoldsburg
Award: \$9,373.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

E-SIGNED by Joe Begeny
on 2024-03-13 20:39:23 GMT

2024-03-13 20:39:23 UTC

Signed: _____ **Date:** _____

Authorized Official: Joe Begeny, Mayor
City of Reynoldsburg

Ohio Environmental Protection Agency Signature

E-SIGNED by Daniel Sowry
on 2024-03-14 12:39:40 GMT

2024-03-14 12:39:40 UTC

Signed: _____ **Date:** _____

Dan Sowry, Assistant Chief
On behalf of Anne M. Vogel, Director, per 5/10/2023 Delegation of Authority
Ohio Environmental Protection Agency



Franklin County Board of Developmental Disabilities

Helping people to live, learn and work in our community

2879 Johnstown Road • Columbus, Ohio 43219 • 614-475-6440 • www.fcbdd.org

Dot Yeager
Superintendent/CEO

March 29, 2024

Donna Bauman
City of Reynoldsburg Parks and Recreation
7232 E. Main St.
Reynoldsburg, OH 43068

Dear Donna:

Thank you for your interest in the changing spaces project, administered by the Franklin County Board of Developmental Disabilities. Our funding is made possible by a grant from the state of Ohio to help make our community more inclusive and accessible for people with disabilities and their families by adding universal changing tables to restrooms in public spaces.

Your application for a grant to support the purchase and installation of a height-adjustable changing table in a family restroom at JFK Park meets our requirements and is approved for **\$8,410.**

After the Franklin County Board of Developmental verifies, through the submission of purchase orders, receipts and other requested documentation, that your organization has incurred the related expenses described in your application, reimbursement will be processed. To facilitate the payment process, please send your organization's form W-9 to the email address shown below.

Please note that, due to state requirements for this grant opportunity, the changing table cost and related expenses must be incurred in 2024. It is preferred that the project is complete – or substantially underway – by the end of the year.

We are happy to support your efforts! Universal changing tables help ensure that people with disabilities and their families can comfortably and safely access civic, cultural, retail and recreational sites in our community.

Please contact Rita Price at rita.price@fcbdd.org or call 614-342-5161 to update us on your project or to request reimbursement. Specialists at Accessible Ohio (ood.ohio.gov/accessible-ohio) also are available for consultations about personal-care and changing-table projects.

Sincerely,


Dot Yeager
Superintendent/CEO



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Section 333.02 Reckless Operation of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the City of Reynoldsburg recognizes that the lawful operation of motor vehicles on public and private property is necessary for the safety of individual persons and property; and

WHEREAS, the City of Reynoldsburg finds that the reckless operation of a motor vehicle, defined as the operation of a vehicle without due regard for the safety of persons or property, is a serious violation that warrants a degree of culpability higher than an average traffic offense; and

WHEREAS, the City of Reynoldsburg further finds that individuals who utilize designated center turn lanes for the purpose of passing or attempting to pass another vehicle traveling in the same direction, present a risk of serious physical harm to other vehicles on the roadway, justifying its classification as reckless operation.

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

Section 1. That Section 333.02, Reckless Operation, of the Codified Ordinances of the City of

Reynoldsburg is hereby amended as set forth in the attached Exhibit A.

Section 2. That this Ordinance shall take effect thirty days following the approval of Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 1335 Flood Damage Prevention of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, communities that participate in the National Flood Insurance Program (NFIP) are required to adopt and enforce floodplain management regulations that are compliant with NFIP criteria; and

WHEREAS, the Ohio Department of Natural Resources (ODNR) Floodplain Management Program has developed model flood damage reduction regulations to assist communities with the promulgation of regulations that are compliant with the minimum criteria of the NFIP; and

WHEREAS, the City of Reynoldsburg, in cooperation with ODNR, has incorporated the necessary amendments to the City's current flood damage prevention code in order to be compliant with the minimum criteria of the NFIP.

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

Section 1. That Chapter 1335 Flood Damage Prevention is hereby amended as set forth in the attached Exhibit A.

Section 2. That this Ordinance shall take effect thirty days from the approval of Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

For the financial needs of the City to keep the project on a timeline for project construction

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter Into a Contract with EMH&T for Engineering Design Services for the Parks and Recreation / Public Service Department's New Facility Infrastructure, Appropriate Funds Therefor, and Declaring an Emergency

WHEREAS, over the past several years, the City of Reynoldsburg completed a needs assessment of existing Parks and Recreation/Public Service facilities; and

WHEREAS, based on these studies, it was determined that a new facility, which meets the City's current and future needs as well as current Ohio Environmental Protection Agencies (OEPA) and Occupational Safety and Health Administration (OSHA) rules and regulations, was warranted; and

WHEREAS, the City of Reynoldsburg entered into a contract with Star Consulting to design this new facility; and

WHEREAS, the City must now move forward with designing the necessary infrastructure to support this facility by the City Engineer EMH&T.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a contract with EMH&T for engineering design services for the Parks and Recreation/Public Service in the amount of \$284,000.00.

SECTION 2. That for the purposes stated in Section 1, the expenditure of \$284,000.00 be and is hereby authorized from the Capital Improvement Project (CIP) Fund (410).

SECTION 3. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this Ordinance.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for a 2025 completion of the project. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

Deemed to be an emergency measure necessary for financial needs and further to have authorization to make the necessary changes to be able to fill the GIS position as requested, and this receives two reads and becomes effective upon adoption by Council.

STAFF REPORT:

GIS (Geographic Information Systems) Administrator

EMH & T has been providing the City with Geographic Information Systems (GIS) services for many years. GIS is a computer system that generates visual representations of spatially referenced data, capturing and storing information for analysis related to specific properties. Currently, GIS is utilized for mapping water, sewer, sanitary sewer, streetlights, and other infrastructure within the city. Access to our GIS maps can be found at: GIS | City of Reynoldsburg. This tool is essential for various departments within the City.

Recently, it was communicated that EMH & T will no longer support this GIS program as of May 31, 2024. As a result, a decision was made to bring the GIS services in-house rather than seek another vendor. This decision is in line with practices in many other cities, where internal GIS teams are common.

To manage our GIS needs internally, a full-time position has been recommended for a 30-hour work-week. This individual would focus solely on GIS services for the City of Reynoldsburg, aiding in the expansion of GIS layers. The estimated cost for bringing this service in-house, including salary, benefits, and software expenses, is projected to be approximately \$69,454 for

the remainder of 2024. A draft of the proposed job description is attached for reference.

Separate legislation will be introduced to secure funding for this position, with an emphasis on expedited approval.

Clerk of Council

The Clerk of Council recently shared updates regarding additional responsibilities, including serving as clerk to the five JEDD Boards. Upon reviewing the job description, it was noted that this position is the only non-elected department head currently classified at pay grade 16. To align this position with the increased duties and maintain consistency among department heads, it is recommended that this position be reclassified to pay grade 18. A revised job description with suggested changes is included for your review.

An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades (a) Administration and (g) Service Department for the City of Reynoldsburg, Ohio, and Declaring an Emergency

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 160, Section 160.02 Authorized Positions, Personnel Classifications and Pay Grades including Chapter 160.02 (a) Administration, Chapter 160.02 (g) Service Department.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades for the City of Reynoldsburg polices to read as follows:

Exhibit A attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, in order to establish the GIS position as our City Engineer has removed that position and will no longer provide those services. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

For the financial needs of the City.

REASON FOR EMERGENCY:

Deemed an emergency measure necessary for the immediate preservation of the financial needs of the City in order to be placed for the hiring of a GIS Administrator and related software and hosting products to be effective immediately upon passage by Council and the signature of the Mayor.

STAFF REPORT:

The funds are needed for the new position of GIS Administrator and related software and hosting products.

An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency

WHEREAS, Reynoldsburg City Council has approved the position of GIS Administrator and funding is therefore needed in a total amount of \$69,454; and

WHEREAS, those funds are available in the unappropriated General Fund (110) and need to be appropriated into the 2024 Service and Computer Department budgets.

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

Section 1. That an amount of \$69,454 in the unappropriated General Fund (110) and is hereby appropriated as follows:

Service:

110.448.5102	Wages - Staff	\$ 42,500
110.448.5109	HSA Employer Funding	\$ 2,000
110.448.5151	PERS Contribution	\$ 6,162
110.448.5161	Group Insurance	\$ 9,792

Computer:

110.584.5339	Misc. Contract Services	\$ 9,000
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SECTION 2. This Ordinance, being an emergency measure necessary for the immediate preservation of the financial needs of the City in order to fund this new position and provide software and hosting. This Ordinance shall be in full force and effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event

WHEREAS, the City of Reynoldsburg had balances from the Juneteenth Festival of \$2,932.47 for Juneteenth; and

WHEREAS, these funds were deposited into the General Fund and need to be transferred into the 2024 Community Events budget.

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

Section 1. That an amount of \$2,932.47 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5339 Miscellaneous Contract Services	\$2,432.47
110.344.5395 Printing/Advertising	\$ 500.00

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

following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event

WHEREAS, the City of Reynoldsburg had balances from the Pride Event of \$2,074.83 from 2023; and

WHEREAS, these funds were deposited into the General Fund and need to be transferred into the 2024 Community Events budget.

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

Section 1. That an amount of \$2,074.83 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5339 Miscellaneous Contract Services	\$1,574.83
110.344.5395 Printing/Advertising	\$ 500.00

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

following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

This ordinance is an emergency measure in order to have the software in place for the summer events.

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency

WHEREAS, the staff has determined that the City of Reynoldsburg has expanded our citywide events program enough to warrant the purchase of a digital-based payment system; and

WHEREAS, this system will efficiently take digital payments and give the community members more ways to pay at any time, from anywhere; and

WHEREAS, the cost to convert to CivicPlus Pay is \$4,465.90; and

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a contract with CivicPlus for CivicPlus Pay digital payment software.

SECTION 2. That for the purposes stated in Section 1, the expenditure of \$4,465.90 be and is

hereby authorized from the General Fund (110).

SECTION 3. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated, and the City Auditor shall establish such accounting codes as necessary.

SECTION 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this Ordinance.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order for the software to be in place for summer events; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

FULL THREE READINGS BUT MUST PASS AS AN EMERGENCY
A PUBLIC HEARING IS REQUIRED

REASON FOR EMERGENCY:

THE TAX BUDGET MUST BE SUBMITTED NO LATER THAN JULY 20, 2024

STAFF REPORT:

An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 0225, and Declaring an Emergency

WHEREAS, the tax budget of the City of Reynoldsburg, Ohio for the fiscal year 2025 has been presented to the City Council; and

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

WHEREAS, the Council has held a Public Hearing on said tax budget of which public notice was given by publication not less than ten (10) days previous to the date thereof;

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

SECTION 1. That the said tax budget of the City of Reynoldsburg, state of Ohio, for the fiscal year beginning January 1, 2025, and ending December 31, 2025, is hereby adopted and

approved, and that taxes are levied upon the real and personal property within the City of Reynoldsburg as returned upon the tax duplicate and should be collected for municipal purposes for the fiscal year 2025 as required by said tax budget.

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

SECTION 3. This Ordinance is deemed to be an emergency measure necessary for the expedient financial operation of the city and further, for the reason that the official tax budget of the city must be filed with the County Auditor by July 20, 2024;, wherefore upon adoption by the Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

This easement is part of the Waggoner Road Phase 1 project and needs passed in order to maintain the project timeline.

STAFF REPORT:

An Ordinance Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency

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

Section 1. That the following unrecorded Private Utility Easement from the City of Reynoldsburg (0.00207 Acres) is granted to American Electric Power (AEP), and is hereby accepted:

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

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and between Harrison Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

three-read emergency

REASON FOR EMERGENCY:

financial needs of the City

STAFF REPORT:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN HARRISON TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY

WHEREAS, Harrison Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of

the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Harrison-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

WHEREAS, this Council hereby approves and authorizes the execution and delivery of the JEDD Contract by and between the City and the Township, finding the same to be in the best interests of the City.

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council

is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Harrison Township Board of Trustees and S.R. 158, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2024, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Harrison Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); the Southwest Licking Local School District, a political subdivision of the State of Ohio through its Board of Education (the “School District”); the Career and Technical Centers of Licking County, a political subdivision of the State of Ohio through its Board of Education (“C-Tec”); and S.R. 158, LLC, an Ohio limited liability company, along with its successors, nominees, assigns, and/or affiliates (collectively, the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement); and

WHEREAS, pursuant to R.C. Section 715.72 *et seq.*, the Township and the City have entered into a Joint Economic Development District Contract (collectively with all amendments, the “JEDD Contract”, attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the JEDD includes the entirety of the Project Site, as well as approximately 20.5 additional acres located adjacent to the Project Site and identified as Lots (1) – (6) on Exhibit A to the JEDD Contract (the “Retail Project Site”); and

WHEREAS, the Township has passed or will pass a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, substantially in the form attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement and, provided, further, that the TIF shall be implemented on a non-school basis such that the Township will hold the School District and C-Tec harmless with respect to the TIF (in other words, pursuant to R.C. 5709.75(C)(1), the Township will pay the School District and C-Tec what they would have received in real property taxation from the Project Site, but for the TIF); and

WHEREAS, the Boards of Education of the School District and C-Tec have waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution

and have approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District's and C-Tec's waiver of all applicable notice requirements and their approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into or will enter into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, the City, the School District, C-Tec and the Developer are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District and C-Tec through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Developer in developing, equipping, and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD for the Project Site Only (Not Including the Retail Project Site) and TIF; Other Sources

A. The City and the Township have entered into or will enter into the JEDD Contract in accordance with R.C. 715.72 *et seq.*

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the County, the Township, and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the "JEDD Board") has adopted or will adopt a resolution to levy an income tax at a rate of two and one half percent (2.50%) within the JEDD, which is the current rate levied by the City. The income tax shall be used for the purposes of the

JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2.50%) and shall not change to equal the highest rate of the income tax levied by the City (if said highest rate is increased above 2.50%), or some rate in excess of two and one half percent (2.50%), but less than said highest rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate within the JEDD is reduced to below two and one half percent (2.50%), the approvals and consents of the School District and C-Tec hereunder and waiver of statutory rights with respect to the CRA and TIF shall be immediately revoked. The income tax shall be administered, collected, enforced and distributed by the City. The City and the Township agree that the JEDD income tax shall be levied at the rate set forth in this paragraph for no fewer than thirty (30) years after the Project is complete, provided, however, that the City and Township are not prohibited by law from extending the term of the JEDD Contract

D. From the revenue generated by the Project Site only (i.e., not including the Retail Project Site), the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph, beginning on the effective date of the JEDD Contract providing for such distribution, which the City and Township shall cause to be no later than July 31, 2024. The distributions described shall be made at least quarterly, no later than thirty (30) days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking Local School District Payment (“SWLLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) pay the City an amount equal to, if any, the Career and Technical Centers of Licking County Payment (the “C-Tec Payment”), described below, for distribution by the City to C-Tec within thirty (30) days of receipt by the City, (3) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (4) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, and (5) pay the City an amount not to exceed five percent (5%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax.

The SWLLSD Payment is in consideration for the School District’s approval of the CRA Agreement and TIF Resolution and is an amount equal, for the period during which it is due pursuant to this paragraph, to thirty percent (30%) of the Gross Revenue. The SWLLSD Payment shall be due for a period of not less than thirty (30) years.

The C-Tec Payment is in consideration for C-Tec’s approval of the CRA Agreement and TIF Resolution and is an amount equal, for the period during which it is due pursuant to this paragraph, to three percent (3%) of the Gross Revenue. The C-Tec Payment shall be due for a period of not less than thirty (30) years.

The amount of Gross Revenue remaining from the Project Site (i.e., not including the Retail Project Site) following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to fifteen percent (15%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to ten percent (10%) of the Net Revenue; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for fifteen (15) years, and ten percent (10%) of the Net Revenue thereafter; (4) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue; and (5) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, the County, and the TID pursuant to this paragraph.

For the sake of clarity, the percentages set forth above are percentages of the Net Revenue (i.e., after the payments described in the first paragraph of this Section 2(D)). For example, if the amount of JEDD income taxes collected in a particular year during the first 30 years is \$100,000, the distributions would be as follows (assuming no refunds and no outstanding JEDD startup costs):

Payment	Amount	% of Gross Revenue	% of Net Revenue
SWLLSD Payment	\$30,000	30%	N/A
C-Tec Payment	\$3,000	3%	N/A
JEDD Maintenance	\$2,000	2%	N/A
City Admin	\$5,000	5%	N/A
City General	\$9,000	9%	15%
Board Improvement Account	\$6,000	6%	10%
County	\$9,000	9%	15%
TID	\$3,000	3%	5%
Township	\$33,000	33%	55%
Totals	\$100,000	100%	100%

The Gross Revenue generated from the Retail Project Site shall be distributed as follows: (1) to repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (2) to pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time

to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, (3) to pay the City an amount not to exceed five percent (5%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, and (4) to pay the Township the total amount of Gross Revenues remaining after the distributions in (1) – (3) above. No SWLLSD Payment or C-Tec Payment shall be due with respect to Gross Revenues generated from the Retail Project Site.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement. The City also shall use its best efforts to track JEDD income tax revenue and report such receipts to the JEDD Board on at least a quarterly basis.

In order to facilitate proper distribution of revenue, the Developer agrees to require any contractor working directly or indirectly for the Developer (e.g., including general contractors and subcontractors working on construction contracted for by the Developer) on the Project Site and any tenant who conducts business on the Project Site to report other business activity within the JEDD that is not on the Project Site. If the Developer, contractor, and/or tenant is conducting business that generates income tax revenue on the Project Site and on another parcel located in the JEDD, the Developer, contractor, and/or tenant shall specify on a separate form the amount of income tax, whether from wage withholding or net profit tax, generated specifically from both the Project Site and revenue generated from business activity within the JEDD that is not on the Project Site on a form submitted directly to the City Tax Administrator. This form shall be provided within ten (10) days after the tax reporting date to the Regional Income Tax Agency. In addition, the Developer shall require all tenants operating at the Project Site to report annually the number of employees and amount of payroll at the Project Site to the City upon reasonable request.

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

E. The Developer agrees to expend up to \$6,800,000 to construct or cause to be constructed, certain public infrastructure improvements, as described and defined in the Tax Increment Financing Agreement (the "TIF Agreement") between the Developer and the Township (collectively, the "Developer Infrastructure Improvements"). The City, the Township, and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds by entities other than the Township contingent upon approval of Township – the Developer for all of the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the "Costs") that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$6,800,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer's cost estimate setting forth the Costs of each Developer Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board from JEDD funds and the Board of Trustees of Township from TIF funds for approval of reimbursement from JEDD funds or TIF funds, respectively, in accordance with reimbursement agreements with those entities and this Agreement. Notwithstanding the foregoing, if the County,

the Township, and/or any other governmental entity requires the Developer to construct additional “public infrastructure improvements” as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer’s cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the Board Improvement Account, TIF service payments, and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site (after a portion of the TIF service payments are paid to the School District and C-Tec as provided in the TIF Resolution, which portion shall equal the amount the School District and C-Tec would have received, but for the TIF pursuant to R.C. 5709.75(C)(1)) shall be deposited into the Harrison Township Tax Increment Equivalent Account #1 (the “TIF Account”) of the Harrison Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs, after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer from the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues to pay Costs (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township from revenue generated by the Retail Project Site or others) (the “Net BIA Deposit”), the reimbursement for Costs paid to the Developer for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five (5) calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 75% of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board,

including, but not limited to, the TIF Agreement. In addition, the Developer, the City, the County, and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants, and State Infrastructure Bank financing.

F. The term of the JEDD Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD Contract may be terminated after thirty (30) years; however, the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that any portion of the Project Site is removed from the JEDD without School District approval, School District consent to the CRA and TIF hereunder and waiver of its statutory rights to notice and compensation with respect to the same shall be immediately deemed revoked for the portion of the Project Site that is removed. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

I. The Developer may impose an assessment or similar charge on the Project Site through the recording of a declaration of covenants, imposition of a deed restriction, or imposition of a contractual obligation on owners or lessees of the Project Site. This charge shall be equal to not more than 10 mills multiplied by the assessed value of the applicable portions of the Project Site, and shall remain in place for a minimum of thirty (30) years. The proceeds of the charge shall be used for Developer Public Infrastructure, general maintenance and related costs.

3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City, or the Developer in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement, or the JEDD Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract at its discretion, and for the School District to revoke its consents and approvals hereunder with respect to the Project Site.

D. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than thirty (30) days thereafter by means of delivery to the notice address provided in Section 7(I) of this Agreement or such other address as the Township may provide from time to time.

4. School District and C-Tec Compensation Payments.

As consideration for the School District’s and C-Tec’s approval of the CRA Agreement, the TIF Resolution and this Agreement, the Developer shall provide and account for additional payments to the School District and C-Tec as provided in separate compensation agreements between the Developer, the School District and C-Tec, respectively, dated of even date herewith. Failure of the Developer to pay such additional amounts shall be an event of default hereunder and subject to the remedies provisions set forth in Section 6.

5. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City, and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, payments to the School District and C-Tec, any required charges/assessments, and to prohibit lessees and assignees from challenging the validity of the School District and C-Tec payments, JEDD Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees. Additionally, Developer agrees to require all tenants to report to the JEDD Board the total sum of taxes paid quarterly, by each separate business, less refunds, including taxes paid on income earned by persons working within the JEDD as well as on net profits of businesses located in the JEDD. Such information shall be kept and utilized solely to track and differentiate the income taxes paid by each business located within the JEDD.

6. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

7. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that (i) the School District and C-Tec shall receive written notice of all such assignments no later than fifteen (15) days prior to the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City, the School District, C-Tec or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Following an assignment, the assignee (“Assignee”) shall be responsible for the obligations hereunder with respect to the parcel or parcels it acquired, but Assignee shall not be responsible for any other party’s failure to perform any obligations hereunder or pursuant to the separate school district agreements, and so long as Assignee performs its obligations hereunder, it may enforce its rights under this Agreement.

B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein provided that they are consistent with the terms hereof (the “Key Agreements”): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township, and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

During the term of this Agreement, if there is a change of law that changes the financial effects of this Agreement on the School District (including changes in law for the State Core Foundation Funding formula) or if a legislative or administrative procedure is substantially modified, replaced, or eliminated, the Parties agree to meet to consider these changes and their effects and possible amendments to this Agreement to take these changes into account to establish a revised compensation amount that will keep the School District in substantially the same financial position as if such formula or procedure was not substantially changed; for the avoidance

of doubt, in no event shall any modification under this Section result in a reduction of payments owed to the School District by the Developer with respect to the Project.

D. The Heath-Newark-Licking County Port Authority may or may not be a party to the CRA Agreement as capital lessor of any buildings on the Project Site; however, all obligations of the Developer under this Agreement, including the obligations to make compensation payments (including the payments to the School District and C-Tec) and to assure payment of the JEDD income tax, will remain obligations of the Developer.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:

President
Harrison Township Board of Trustees
6750 Outville Road
Pataskala, OH 43062

With a copy to:

Pete Griggs
Brosius, Johnson & Griggs
1600 Dublin Road #100
Columbus, Ohio 43215

If to the City, to:

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

With a copy to:

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

If to the School District, to:

Richard Jones
Treasurer
Southwest Licking Local School District
927-A South Street
Pataskala, Ohio 43062

With a copy to:

Rob McCarthy
Bricker Graydon LLP
100 Third Street
Columbus, Ohio 43215

If to C-Tec, to:

Benjamin Streby

Treasurer
Career and Technical Education Centers of Licking County
150 Price Road
Newark, Ohio 43055

With a copy to:

Colin Kalvas
Bricker Graydon LLP
100 Third Street
Columbus, Ohio 43215

If to the Developer, to:

Jim Havens
Principal
S.R. 158, LLC
141 East Town Street
Columbus, OH 43215

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
41 South High Street, Suite 1800
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification. The Parties may change their address for receiving notices, designations, certificates, requests, or other communications by giving written notice of such change to the others.

J. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. The Parties consent to the jurisdiction of any state court located in Licking County, Ohio, in connection with any matter based upon or arising out of this Agreement, and agree that process may be served upon them in any manner authorized by the laws of the State of Ohio, and, furthermore, waive and covenant not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

K. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

HARRISON TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

CAREER AND TECHNICAL EDUCATION CENTERS OF LICKING COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

S.R. 158, LLC

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2024, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2024, by _____, the _____ of the Harrison Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2024, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2024, by [_____], the Board President and [_____], the Treasurer of the Southwest Licking Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2024, by [_____], the _____ of the Career and Technical Education Centers of Licking County, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2024, by _____, the _____ of S.R. 158, LLC, an Ohio limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

EXHIBIT A
TO DEVELOPMENT AND COMPENSATION AGREEMENT
Copy of CRA Agreement
(attached hereto)

EXHIBIT B
TO DEVELOPMENT AND COMPENSATION AGREEMENT
Copy of JEDD Contract
(attached hereto)

EXHIBIT C
TO DEVELOPMENT AND COMPENSATION AGREEMENT
Copy of TIF Resolution
(attached hereto)

DRAFT – ~~79/26~~19/2023

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG, OHIO

AND

HARRISON TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 2023

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Joint Economic Development District Contract (this “Contract”) dated as of _____, 2023 is entered into by and between the City of Reynoldsburg, Ohio (the “City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and laws of the State of Ohio (the “State”); and Harrison Township (Licking County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State. (Capitalized terms and words used, but not otherwise defined, in this Contract have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, the JEDD Statutes authorize one or more municipal corporations and one or more townships to enter into a contract to provide for the creation of a joint economic development district; and

WHEREAS, the City and the Township desire to create a joint economic development district for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the City and the Township; and

WHEREAS, pursuant to the JEDD Statutes, the Constitution and laws of the State, the Charter and ordinances of City and resolutions of the Township, the City and the Township desire to enter into this Contract to set forth their agreements with respect to the JEDD, including, but not limited to, their contributions to the JEDD, the creation of the Board, the powers and duties of the Board and the distribution of proceeds of the JEDD Income Tax;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in this Contract, the City and the Township agree as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to “Contract”, “City”, “State” and “Township” defined above, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the Board of Directors of the JEDD established in accordance with the JEDD Statutes and this Contract.

“Board Improvement Account” means the account established in the DC Agreement to be used for improvements within the JEDD Area, as further described in the DC Agreement.

“County” means Licking County, Ohio.

“C-Tec” means the Career and Technical Education Centers of Licking County, a joint vocational school district and political subdivision of the State.

“DC Agreement” means the Development and Compensation Agreement among the County, the Township, the City, the Developer, the School District and C-Tec, providing for the use of the JEDD Income Tax.

“Developer” means S.R. 158, LLC, an Ohio limited liability company.

“Effective Date” means the date immediately succeeding the occurrence of all of the following: (i) the City’s and Township’s execution of this Contract, (ii) the thirty-second day after the adoption of the Township’s resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the City’s ordinance authorizing this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“Net Revenues” means Gross Revenues less (a) costs incurred by the City and Township to establish the JEDD, (b) to the extent the funds available to the Board are insufficient for such purposes, any amount required to pay costs of any audits of the JEDD mandated by the State or any liability imposed on the JEDD or the Board by a court of competent jurisdiction, (c) amounts due to the City pursuant to the JEDD Income Tax Agreement, which amount shall not exceed 5% of the Gross Revenues, (d) 2% of the Gross Revenues allocated to the Board pursuant to Section 5.2, (e) 30% of the Gross Revenues payable to the School District pursuant to the DC Agreement, (f) 3% of the Gross Revenues payable to C-Tec pursuant to the DC Agreement, and (g) any amount paid or reimbursed pursuant to Section 6.4.

“JEDD Area” means the real property depicted on Exhibit A attached hereto and incorporated herein by this reference.

“JEDD” means the Harrison Township-Reynoldsburg Joint Economic Development District No. 1 created pursuant to the JEDD Statutes and this Contract and includes the real property described and depicted in Exhibit A to this Contract.

“JEDD Income” means (i) the income earned by persons working in the JEDD and (ii) the net profits of businesses located in the JEDD; provided, however, that JEDD Income only includes income and net profits generated on property that is classified as commercial/industrial (i.e., Class 2) for real property tax purposes.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

“JEDD Statutes” means Ohio Revised Code Section 715.72.

“Retail Project Site” means approximately 20.50 acres shown on Exhibit A as Lots (1) – (6).

“School District” means the Southwest Licking Local School District, a local school district and political subdivision of the State.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, the Ohio Revised Code, the Charter of the City or legislation of the City or the Township or any statute of the United States of America, includes that section or provision as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section or provision shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section or provision constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Contract.

Section 1.3 **Captions and Headings.** The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation and Territory. The City and the Township hereby create the “Harrison Township-Reynoldsburg Joint Economic Development District No. 1” consisting of real property described and depicted in Exhibit A to this Contract (the “JEDD Area”). The provisions set forth in Ohio Revised Code Section 715.72(R) shall apply to the unincorporated territory of the Township located in the JEDD.

Section 2.2 Purpose. The City and the Township are creating the JEDD for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the area of the Township.

Section 2.3 Contributions.

(a) The Township:

(i) shall furnish or cause to be furnished to the JEDD all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, including, but not limited to maintenance of township roads, snow removal and general administration; and

(ii) shall provide accommodations, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board.

(iii) may furnish to the JEDD such services allowed by law as the Township and the Board deem appropriate and agree.

(b) The City:

(i) shall provide the services set forth in the Income Tax Agreement; and

(ii) may furnish such services allowed by law as the City and the Board agree upon.

Section 2.4 Economic Development Plan. The Economic Development Plan for the JEDD shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract.

Section 2.5 Public Utilities Infrastructure. Pursuant to Ohio Revised Code Section 715.72(F)(8), the Township and the City estimate the total cost of providing public utility services, facilities and improvements to the JEDD to be approximately [\$_____], as further described in the estimate prepared by a professional engineer that is attached hereto as Exhibit D and

Commented [CCL1]: NTD – this is required since a portion of the JEDD is within on-half mile of a non-contracting municipality (Kirkersville). Note that Township or City will also need to provide Kirkersville with 30 days’ written notice prior to the public hearings.

incorporated herein by this reference (the “Public Utilities Infrastructure”). The costs associated with the Public Utilities Infrastructure are anticipated to be paid through a combination of (i) JEDD Income Tax revenues, (ii) tax increment financing revenues, and (iii) other lawful sources. As noted in Exhibit D, a portion of the Public Utilities Infrastructure is expected to be completed within five years of the Effective Date.

(End of Article II)

ARTICLE III TERM

Section 3.1 **Term.** The term of this Contract shall commence on the Effective Date and shall terminate fifty (50) years thereafter, provided, however, that if the City and Township agree in writing, this Contract may be terminated after thirty (30) years; however, the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement executed between the Developer and the County for a portion of the JEDD Area. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

Section 3.2 **Prior Termination.** Notwithstanding Section 3.1, this Contract may be terminated prior to expiration of the Initial Term or any Renewal Period by the City or the Township by written notice to the other not earlier than 365 days and not later than 180 days prior to the termination date:

(a) if the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date; or

(b) if a final order of a court of competent jurisdiction invalidates the levy of the JEDD Income Tax and no appeal of such order has been filed or the period for such appeal has lapsed.

The termination of this Contract pursuant to (a) or (b) above shall be effective on the date stated in the notice of termination.

Section 3.3 **Actions upon Termination.** Upon termination of this Contract:

(a) the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and

(b) the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and

(c) 25% of any remaining assets of the JEDD shall be distributed to the City and 75% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the City and the Township must agree on the value of such assets for their distribution; and

(d) the records of the JEDD shall be given into the custody of the Township and shall be available for inspection or audit by the City or the Township.

(End of Article III)

ARTICLE IV THE BOARD

Section 4.1 Creation, Membership and Appointment of the Board.

(a) Pursuant to the JEDD Statutes, the City and the Township hereby establish the Board to govern the JEDD.

(b) If on the Effective Date there are businesses located and persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, (iii) one member representing the owners of businesses located within the JEDD, (iv) one member representing the persons working within the JEDD, and (v) one member selected by the other members. The initial terms of the members described in this paragraph shall be one year, two years, three years, four years, and four years, respectively.

(c) If on the Effective Date there are no businesses located or persons working within the JEDD, the Board shall consist of: (i) one member representing the City, (ii) one member representing the Township, and (iii) one member selected by the remaining members. The initial terms of the members described in (i), (ii) and (iii) above shall be one year, two years and three years, respectively.

(d) If, after the Effective Date, a business locates or persons commence working within the JEDD, the Board shall be expanded to also include, in addition to the three Board members described in paragraph (c) above: (i) a member representing the owners of businesses located within the JEDD, and (ii) a member representing the persons working within the JEDD, and provided further that upon the termination of the member selected by the initial two members of the Board, thereafter that member shall be selected by the four members described in (i) and (ii) of paragraph (b) and in (i) and (ii) of this paragraph. The initial term of the two members selected pursuant to this paragraph shall be four years, commencing on the first day of the same month as the terms of the members described in (i) and (ii) of paragraph (c) above commenced.

(e) The City, through the Mayor, shall appoint the member representing the City. The Township shall appoint the members representing the Township and the persons working within the JEDD. The JEDD Board members shall appoint the member representing the owners of the businesses located within the JEDD, if any. The City and the Township will make their initial appointment of members of the Board within 60 days after the Effective Date, and the terms of those members shall commence on the first day of the first month commencing 57 days after the Effective Date. The Board shall first meet within the first month that commences 57 days after the Effective Date.

After the initial terms of all members expire, the terms of all members shall be for four years; provided, however, each member shall continue to serve until the member's successor is appointed; and provided further that upon termination of this Contract, the

terms of the members then serving shall terminate six months after the termination of this Contract.

(f) The term of any person to fill a vacancy on the Board because of the death, resignation or removal of a member shall terminate when the term of the member removed, resigned or died would have terminated.

(g) The City and the Township covenant to use their best efforts to timely appoint all members of the Board.

(h) The Chairperson shall be the Board member selected by the other Board members as set forth in R.C. 715.78.

(i) The members of the Board shall not receive compensation for such membership or for their attendance at meetings of the Board, but may be reimbursed for expenses incurred in performing their duties.

(j) Any member may be reappointed to the Board.

Section 4.2 Board Officers and Procedures. The Board shall enact bylaws or other procedures for the governance of the Board, including procedures for the election from its members of a Vice Chairperson and a Secretary-Treasurer; provided, however, the terms of such officers shall not be for a period longer than one year.

Section 4.3 Powers and Duties of the Board.

(a) In addition to the duty to enact bylaws or procedures set forth in Section 4.2, the Board shall:

(i) if it enacts the JEDD Income Tax as authorized by Section 5.1, enter into the JEDD Income Tax Agreement with the City; provided that payments to City for services rendered pursuant to the Income Tax Agreement shall not exceed 5% of Gross Revenues for any calendar year during the term of the Income Tax Agreement; and

(ii) adopt an annual budget for the Board and the JEDD that estimates the revenues and expenses of the Board and the JEDD; and

(iii) establish an appropriations procedure to provide for payment of the expenses of the Board and the JEDD and the distribution of the JEDD Income Tax in accordance with Section 5.2.

(b) In addition to the authorization to levy the JEDD Income Tax set forth in Section 5.1, the Board is authorized to:

(i) take such actions necessary or convenient to carry out the powers granted in this Contract and/or the JEDD Statutes; and

(ii) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental or appurtenant thereto and the use thereof; and

(iii) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent from others, or operate, facilities for the JEDD; and

(iv) make available the uses or services of any JEDD facilities to one or more persons or government agencies or any combination thereof; and

(v) apply to the proper authorities of the United States pursuant to appropriate laws for the right to establish, operate and maintain foreign trade zones within the JEDD; and

(vi) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with the City or the Township; and

(vii) promote, advertise and publicize the JEDD and its facilities, provide information relating to the JEDD and promote the interests and economic development of the JEDD, the City, the Township and the State; and

(viii) make and enter into contracts and agreements and authorize one or more officers of the Board to sign instruments necessary or incidental to the performance of its duties and the execution of its powers pursuant to this Contract and the JEDD Statutes; and

(ix) employ managers or other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the JEDD; and

(x) receive and accept from any federal or state agency, the Township, the City or other persons grants for or in aid of the construction, maintenance or repair of any JEDD facility, for research and development with respect to JEDD facilities or for programs or other projects of the JEDD, and receive and accept aid or contributions from any source money, property, labor or other items of value, to be used and applied for the purposes of such grants, aids or contributions and this Contract; and

(xi) purchase fire and extended coverage and liability insurance for any JEDD facility or office, insurance protecting the JEDD and its Board, officers and employees against liability arising from the operations or actions of the Board or the JEDD, and any other insurance the Board may determine to be reasonably necessary.

(End of Article IV)

ARTICLE V JEDD INCOME TAX

Section 5.1 Authorization to Levy JEDD Income Tax. The Board is hereby authorized to enact legislation to (a) levy the JEDD Income Tax at the rate levied by the City on the income of individuals and the net profits of businesses (2.50% as of the Effective Date), and (b) adopt regulations, rules or code for the administration, collection and enforcement of the JEDD Income Tax. The JEDD Income Tax rate shall remain two and one half percent (2.50%) and shall not change to equal the highest rate of the income tax levied by the City (if said highest rate is increased above 2.50%), or some rate in excess of two and one half percent (2.50%), but less than said highest rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. In the event that the income tax rate levied by the City is reduced below 2.50%, the JEDD Income Tax rate shall be adjusted to be equal to the then-maximum rate levied by the City; provided, however, that the approvals of the School District and C-Tec described in the DC Agreement shall immediately be revoked in such an event.

Section 5.2 Allocation of Proceeds of the JEDD Income Tax; Retail Project Site. The City shall, on behalf of the JEDD, and pursuant to the JEDD Income Tax Agreement, collect and administer the JEDD Income Tax.

(a) Gross Revenues generated from all portions of the JEDD Area except for the Retail Project Site shall be allocated and paid in the following priority: (i) to the City, the amount then due pursuant to the JEDD Income Tax Agreement (equal to 5%), (ii) to the City and Township, the documented out-of-pocket expenses incurred to establish the JEDD, (iii) to the City and/or the Township, an amount necessary to reimburse the City and/or the Township for amounts expended pursuant to Section 6.4, (iv) to the Board, an amount equal to 2% of the Gross Revenues, (v) to the School District, an amount equal to 30% of the Gross Revenues as provided in the DC Agreement, (vi) to C-Tec, an amount equal to 3% of the Gross Revenues as provided in the DC Agreement, and (vii) to the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction.

Gross Revenues generated from the Retail Project site shall be allocated and paid in the following priority: (i) to the City, the amount then due pursuant to the JEDD Income Tax Agreement (equal to 5%), (ii) to the City and Township, the documented out-of-pocket expenses incurred to establish the JEDD, (iii) to the City and/or the Township, an amount necessary to reimburse the City and/or the Township for amounts expended pursuant to Section 6.4, (iv) to the Board, an amount equal to 2% of the Gross Revenues, (v) to the Board, to the extent the funds then available to the Board are insufficient, an amount sufficient to pay costs of any audit of the JEDD mandated by the State or any amount needed to pay any liability imposed on the Board by a court of competent jurisdiction, and (vi) to the Township, the Remaining Gross Revenues after the payments in (i) – (v) above.

(b) Any refunds due with respect to JEDD Income Tax shall be managed by the City in the same manner as refunds processed by the City with respect to taxpayers in the City.

(c) Net Revenues generated from all portions of the JEDD Area except for the Retail Project Site shall be allocated and paid as follows: 15% to the City, 10% to the Board Improvement Account, 15% to the County for 15 years and 10% thereafter, 5% to the Licking County Transportation Improvement District, and the remaining Net Revenues to the Township.

(d) Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the City shall, on behalf of the JEDD (i) pay from the Gross Revenues to the City the amounts then due pursuant to (a) above, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the City, the Township, the Board Improvement Account and the County pursuant to (c) above, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDD Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each business. In the event that any amount due from the Net Revenues to the Board, the City, the Board Improvement Account, the Township or the County is a negative amount, then that negative amount shall be set off against the next amount to be paid.

(e) It is expressly understood and agreed that amounts received by the City, the County and the Township may be used by each of the entities for any lawful purpose in each's sole discretion.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 **Fiscal Year.** The fiscal year of the JEDD shall commence on January 1 of each calendar year and shall terminate on December 31 of the same calendar year.

Section 6.2 **Reports and Records.** Within 30 days of the effective date of this Contract, the Board shall notify the Auditor of State of the State of Ohio of the creation of the JEDD and the Board.

Within three months after the end of each fiscal year of the JEDD, the Board shall compile and distribute to the City and the Township a report setting forth all revenues received by the JEDD during the preceding fiscal year and all disbursements made during that fiscal year.

Within three months prior to the commencement of each fiscal year of the JEDD, the Board shall prepare and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenses of the JEDD.

All books, records, documentation, and financial information of the JEDD shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDD shall fully cooperate with the City or the Township in fulfilling such a request.

Section 6.3 **Amendments.** Except for any amendment of this Contract or the JEDD to increase the territory of the JEDD, this Contract may be amended by the City and the Township pursuant to a written amendment authorized by the respective legislative authorities of the City and the Township. Any real property located within the JEDD may be removed from the JEDD pursuant to a written amendment duly authorized by the City and the Township. Following a duly authorized amendment removing real property from the JEDD, such property shall be deleted from the territory of the JEDD and shall then no longer be subject to the terms of the Contract. Any amendment of this Contract or the JEDD to increase the territory of the JEDD shall be subject to the provisions of the JEDD Statutes for adding areas to the JEDD.

Section 6.4 **Support of Contract; Execution of Other Documents.** The City and the Township shall support this Contract and shall defend the same against any lawsuits brought against the JEDD, the Board, the City or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the JEDD, the Board, the City or the Township shall be paid or reimbursed from Gross Revenues.

The engineering and surveying expenses and fees which were incurred by the Township in preparing both a description of the JEDD and a map denoting the boundaries of the JEDD shall be reimbursed from Gross Revenues prior to any distributions to the JEDD parties, up to a maximum recovery of \$_____, plus or minus 10%. If the Gross Revenues are insufficient at any time to pay any such expenses and fees, the Township shall be reimbursed when such revenues are available for that reimbursement.

The City and the Township each agree to cooperate with the others in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Contract.

Section 6.5 Binding Effect. All rights, benefits, and privileges under this Contract shall inure only to the City and the Township, and no third parties shall have any right to claim any rights, benefits, or privileges under this Contract. Each covenant, agreement or obligation of the City or the Township under this Contract is binding on each officer of the City or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform the covenant, agreement or obligation.

Section 6.6 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.7 Severability. The invalidity or unenforceability of any one or more provision of this Contract shall not affect the validity or enforceability of the remaining provisions of this Contract or any part thereof and the same shall remain in full force and effect.

Section 6.8 Governing Law and Choice of Forum. This Contract shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Contract or its breach will be decided in a court of competent jurisdiction within the State.

Section 6.9 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) (A) the City at City of Reynoldsburg, Ohio, 7232 E. Main Street, Reynoldsburg, Ohio 43068, Attention: Mayor, (B) the Township at Harrison Township, 6750 Outville Road, Pataskala, Ohio 43062, Attention: President, Board of Township Trustees, and (C) to the Board, at Chair, Board of Directors, Harrison Township-Reynoldsburg Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

All payments shall be made to (i) (A) the City at City of Reynoldsburg, Ohio, 7232 E. Main Street, Reynoldsburg, Ohio 43068, Attention: Mayor, (B) the Township at Harrison Township, 6750 Outville Road, Pataskala, Ohio 43062, Attention: President, Board of Township Trustees, and (C) to the Board, at Chair, Board of Directors, Harrison Township-Reynoldsburg Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9. Alternatively, payments may be made electronically using information provided by the JEDD parties.

Section 6.10 Entire Agreement. This Contract is the only and entire agreement among the City and the Township regarding the JEDD.

(End of Article VI)

IN TESTIMONY WHEREOF, the City and the Township have subscribed to this JEDD Contract by their duly authorized officers:

**HARRISON TOWNSHIP
(LICKING COUNTY), OHIO**

Date: _____, 2023

By: _____
President, Board of Trustees

CITY OF REYNOLDSBURG, OHIO

Date: _____, 2023

By: _____
Mayor

Approved as to form:

City Attorney
City of Reynoldsburg, Ohio

[Signature Page of JEDD Contract]

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned fiscal officer of Harrison Township (Licking County), Ohio hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2023 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Harrison Township (Licking County), Ohio

[Township Fiscal Officer's Certificate - JEDD Contract]

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned fiscal officer of the City of Reynoldsburg, Ohio hereby certifies that the moneys require to meet the obligations of the City during the calendar year 2023 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

City Auditor
City of Reynoldsburg, Ohio

[City Fiscal Officer's Certificate - JEDD Contract]

EXHIBIT A
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

DESCRIPTION OF THE JEDD

The JEDD consists of parcel number 025-080076-00.000 located within Harrison Township, Licking County, Ohio. The map attached as Exhibit A shows the location of the property.

A-1

76161208v4

EXHIBIT A (CONTINUED)
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

DESCRIPTION OF THE JEDD

[insert map]



A-2

76161208v4

EXHIBIT A (CONTINUED)
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

[insert legal description if available]

A-3

EXHIBIT B
HARRISON TOWNSHIP-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT NO. 1

ECONOMIC DEVELOPMENT PLAN

The economic development plan for the Harrison Township-Reynoldsburg Joint Economic Development District No. 1 (the "JEDD") to be created pursuant to a Joint Economic Development District Contract (the "JEDD Contract") by and among the City of Reynoldsburg, Ohio (the "City") and Harrison Township (Licking County), Ohio (the "Township") will be the (i) construction of certain commercial improvements in the Township, and (ii) the construction of public infrastructure (the "Public Infrastructure") to facilitate and support the commercial and residential development, including, but not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the City and the Township, together with all necessary or appropriate appurtenances.

The construction of the commercial improvements is expected to occur over the next 15-20 years.

The JEDD Contract provides that the Township shall furnish or cause to be furnished to the JEDD all usual and customary governmental services provided by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, and provide accommodation, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board. The JEDD Contract provides that the City shall cooperate and assist the Board in activities that promote, compliment and benefit economic development in the JEDD; shall cooperate and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; administer, collect and distribute the income tax expected to be levied by the Board on the income of persons working in the JEDD and the net profits of businesses located in the JEDD; act as fiscal agent for the JEDD and the Board; and furnish such services allowed by law as the City and the Board agree.

The JEDD Contract authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD at the same rate currently levied by the City (currently 2.50%) for distribution to the Board, the City and the Township.

EXHIBIT C
g
ENGINEERING ESTIMATE FOR PUBLIC UTILITIES IMPROVEMENTS
(attached hereto)

C-1



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021 and Ordinance No. 124-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This ordinance would permit service payments generated from this TIF to be spent on public improvements that do not directly benefit the parcels included within this TIF.

AN ORDINANCE TO AMEND ORDINANCE NO. 102-18, AS AMENDED BY ORDINANCE NO. 174-2021 AND ORDINANCE NO. 124-2023, TO AUTHORIZE USE OF SERVICE PAYMENTS FOR PUBLIC IMPROVEMENTS IN SUPPORT OF URBAN REDEVELOPMENT

WHEREAS, pursuant to Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) this Council on October 22, 2018, passed Ordinance No. 102-18, as amended by Ordinance 174-2021 passed on December 20, 2021, and by Ordinance No. 124-2023, passed December 18, 2023 (collectively, the “TIF Ordinance”) thereby declaring improvements to parcels of certain real property located in the City (as described and depicted in the TIF Ordinance and collectively referred to herein as the “Parcels” and each a “Parcel”), to be a public purpose, exempting those improvements from real property taxation for a period of 30 years, specifying public infrastructure improvements to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the “Service Payments”) by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Reynoldsburg City School District and the Eastland-Fairfield Career and Technical Schools (collectively, the “School Districts”) out of the Service Payments; and

WHEREAS, Section 757.70 of Am. Sub. H.B. No. 33 of the 135th General Assembly allows the City Council of an “impacted city” under ORC 1728.01 to find and determine that satisfactory provision has been made for the public improvement needs of the Parcels and that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Parcels are in support of urban redevelopment within the meaning of ORC 5709.41; and

WHEREAS, this Council desires to amend the TIF Ordinance to permit use of Service Payments collected from the Parcels for such public improvements in support of urban redevelopment; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School Districts in accordance with ORC Sections 5709.40 and 5709.83;

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

SECTION 1. Determinations. This Council finds and determines that (a) the City is an “impacted city” under ORC 1728.01 and (b) as a result of actions that City has taken and will take pursuant to the TIF Ordinance, satisfactory provision has been made for the public improvement needs of the Parcels. This Council further finds and determines that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Parcels are in support of urban redevelopment within the meaning of ORC 5709.41.

SECTION 2. Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this ordinance.

SECTION 3. Delivery of Ordinance. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 4. Open Meetings. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 5. Effective Date. This ordinance is effective on the earliest date permitted by law.

PASSED this __ day of _____, 2024.

—

Meredith Lawson-Rowe, Council President

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____ DATE _____
Joe Begeny, Mayor

CERTIFICATE

I, Mollie Prasher, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-2024 as passed by Council of said City on the ____ day of _____, 2024 and as recorded in the Record of Proceedings of said Council.

Mollie Prascher, Clerk of Council

Filed with Mayor: _____

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The public improvements designated by this Ordinance as a public purpose consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and specifically include, but are not limited to, any of the following improvements and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)), together with such improvements hereafter approved by City Council ordinance:

- **Roadways.** Construction, reconstruction, maintenance, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- **Parking Facilities.** The construction or reconstruction of off-street parking facilities.

- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.

- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of private improvements and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety, welfare and economic development.

- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.

- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Ordinance No. 137-98, as Amended by Ordinance No. 123-2023, to Authorize the Use of Service Payments for Public Improvements in Support of Urban Redevelopment

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This ordinance would permit service payments generated from this TIF to be spent on public improvements that do not directly benefit the parcels included within this TIF.

AN ORDINANCE TO AMEND ORDINANCE NO. 137-98, AS AMENDED BY ORDINANCE NO. 123-2023, TO AUTHORIZE USE OF SERVICE PAYMENTS FOR PUBLIC IMPROVEMENTS IN SUPPORT OF URBAN REDEVELOPMENT

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Act") this Council on December 21, 1998, passed Ordinance No. 137-98, as amended by Ordinance No. 123-2023, passed December 18, 2023 (collectively, the "TIF Ordinance") thereby declaring improvements to parcels of certain real property located in the City (as described and depicted in the TIF Ordinance and collectively referred to herein as the "Property"), to be a public purpose, exempting those improvements from real property taxation for a period of 30 years, specifying public infrastructure improvements to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the "Service Payments") by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Reynoldsburg City School District (the "School District") out of the Service Payments; and

WHEREAS, Section 757.70 of Am. Sub. H.B. No. 33 of the 135th General Assembly allows the

City Council of an “impacted city” under ORC 1728.01 to find and determine that satisfactory provision has been made for the public improvement needs of the Property and that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Property are in support of urban redevelopment within the meaning of ORC 5709.41; and

WHEREAS, this Council desires to amend the TIF Ordinance to permit use of Service Payments collected from the Property for such public improvements in support of urban redevelopment; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District and the Eastland-Fairfield Career and Technical Schools in accordance with ORC Sections 5709.40 and 5709.83;

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

SECTION 1. Determinations. This Council finds and determines that (a) the City is an “impacted city” under ORC 1728.01 and (b) as a result of actions that City has taken and will take pursuant to the TIF Ordinance, satisfactory provision has been made for the public improvement needs of the Property. This Council further finds and determines that the public improvements made, to be made, or in the process of being made within the City as described on Exhibit A to this ordinance that do not directly benefit the Property are in support of urban redevelopment within the meaning of ORC 5709.41.

SECTION 2. Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this ordinance.

SECTION 3. Delivery of Ordinance. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 4. Open Meetings. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 5. Effective Date. This ordinance is effective on the earliest date permitted by law.

PASSED this __ day of _____, 2024.

—

Meredith Lawson-Rowe, Council

President

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____ DATE _____
Joe Begeny, Mayor

CERTIFICATE

I, Mollie Prasher, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-2024 as passed by Council of said City on the ____ day of _____, 2024 and as recorded in the Record of Proceedings of said Council.

Mollie Prascher, Clerk of Council

Filed with Mayor: _____

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The public improvements designated by this Ordinance as a public purpose consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(8) and specifically include, but are not limited to, any of the following improvements and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)), together with such improvements hereafter approved by City Council ordinance:

- **Roadways.** Construction, reconstruction, maintenance, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- **Parking Facilities.** The construction or reconstruction of off-street parking facilities.
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appurtenances thereto.

- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of private improvements and the construction of public health facilities.
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- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

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- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 13, 2024

RE: An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the Council of the City of Reynoldsburg, Ohio has determined that it is in the best interest of the City to amend Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg.

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

Section 1. That Chapter 351, Sections 351.01 Police Removal of Vehicles and 351.02 Prohibited Standing or Parking Places of the Codified Ordinances of the City of Reynoldsburg shall be amended as provided in the attached Exhibit A.

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

351.01 POLICE REMOVAL OF VEHICLES

(a) Whenever any police officer finds a vehicle standing upon a highway in violation of Ohio R.C. 4511.66 or a substantially similar municipal ordinance, such officer may move such vehicle, or require the driver or other person in charge of the vehicle to move the same, to a position off the paved or improved or main traveled part of such highway.

(b) Whenever any police officer finds a vehicle unattended upon any highway, bridge, or causeway, or in any tunnel, where such vehicles constitutes an obstruction to traffic, such officer may provide for the removal of such vehicle to the nearest garage or other place of safety.

(c) In addition to any other manner provided by law, any police officer may, in her or his discretion, require or authorize the removal of any vehicle under the following circumstances:

(1) Vehicles creating a traffic hazard or safety hazard. A vehicle left unattended and so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.

(2) Vehicles abandoned on public property. Any vehicle which is left on public property for 48 hours or longer without the permission of the Division of Police.

(3) Vehicles blocking fire exits or hydrants. Any vehicle illegally parked in such a manner that it blocks a fire escape ladder, device, or exit or blocks ready access to a fire hydrant.

(4) Any vehicle parked illegally for which a parking citation has previously been issued pursuant to this Chapter if the owner of the vehicle has failed to respond to the citation by payment of the appropriate fine or by appearance in the appropriate court.

(d) Any vehicle removed under this Section shall be stored at the nearest place of safekeeping by the Division of Police and shall be released upon the payment of reasonable storage fees.

(e) The Division of Police shall notify, by ordinary or certified, the registered owner of any vehicle so removed, within seventy-two (72) hours of removal. Such notice shall contain all of the following:

- 1) The name and address of the registered owner of the vehicle towed, impounded, or immobilized;
- 2) The license plate number of the vehicle towed, impounded, or immobilized;
- 3) The reason for the towing, impoundment, or immobilization;
- 4) The location, date and time where the vehicle was towed, impounded, or immobilized;
- 5) The contact information for the entity to obtain release of the vehicle; and
- 6) The time, place, and manner in which a hearing to contest the towing, impoundment, or immobilization can be initiated.

351.03 PROHIBITED STANDING OR PARKING PLACES.

No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this Traffic Code, or while obeying the directions of a police officer or a traffic control device, in any of the following places:

- (a) On a sidewalk, except a bicycle;

- (b) In front of or less than three feet from the edge of the apron of any public or private driveway;
 - (c) Within an intersection;
 - (d) Within ten feet of a fire hydrant;
 - (e) On a crosswalk;
 - (f) Within twenty feet of a crosswalk at an intersection or any intersection that does not have a crosswalk;
 - (g) Within thirty feet of, and upon the approach to, any flashing beacon, stop sign or traffic control device;
 - (h) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the end of a safety zone, unless a different length is indicated by a traffic control device;
 - (i) Within fifty feet of the nearest rail or a railroad crossing;
 - (j) Within twenty feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within seventy-five feet of the entrance when it is properly posted with signs;
 - (k) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;
 - (l) Alongside any vehicle stopped or parked at the edge or curb of a street;
 - (m) Upon any bridge or other elevated structure upon a street, or within a street tunnel;
 - (n) At any place where signs prohibit stopping, standing or parking, or where the curbing is painted yellow, or at any place in excess of the maximum time limited by signs;
 - (o) Within one foot of another parked vehicle;
 - (p) On the roadway portion of a freeway, expressway or thruway.
 - (q) Within any fire lane on private property, devoted to public use, as so designated, marked and approved by the Chief of the Fire Division and the Police Chief.
 - (r) In that area known as the street lawn.
 - (s) On any public roadway where, in the discretion of the Service Director related to traffic safety and convenience, signs have been placed prohibiting stopping, standing, or parking.
 - (t) In a manner that obstructs vehicular access to a mail box for mail delivery, which shall include, but is not limited, to any vehicle parked within five (5) feet of a mailbox.
- (Ord. 9-80. Passed 2-11-80.)

351.01 POLICE REMOVAL OF VEHICLES

(a) Whenever any police officer finds a vehicle standing upon a highway in violation of Ohio R.C. 4511.66 or a substantially similar municipal ordinance, such officer may move such vehicle, or require the driver or other person in charge of the vehicle to move the same, to a position off the paved or improved or main traveled part of such highway.

(b) Whenever any police officer finds a vehicle unattended upon any highway, bridge, or causeway, or in any tunnel, where such vehicles constitutes an obstruction to traffic, such officer may provide for the removal of such vehicle to the nearest garage or other place of safety.

(c) In addition to any other manner provided by law, any police officer may, in her or his discretion, require or authorize the removal of any vehicle under the following circumstances:

- (1) Vehicles creating a traffic hazard or safety hazard. A vehicle left unattended and so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.
- (2) Vehicles abandoned on public property. Any vehicle which is left on public property for 48 hours or longer without the permission of the Division of Police.
- (3) Vehicles blocking fire exits or hydrants. Any vehicle illegally parked in such a manner that it blocks a fire escape ladder, device, or exit or blocks ready access to a fire hydrant.
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 - (d) Within ten feet of a fire hydrant;
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 - (f) Within twenty feet of a crosswalk at an intersection or any intersection that does not have a crosswalk;
 - (g) Within thirty feet of, and upon the approach to, any flashing beacon, stop sign or traffic control device;
 - (h) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the end of a safety zone, unless a different length is indicated by a traffic control device;
 - (i) Within fifty feet of the nearest rail or a railroad crossing;
 - (j) Within twenty feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within seventy-five feet of the entrance when it is properly posted with signs;
 - (k) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;
 - (l) Alongside any vehicle stopped or parked at the edge or curb of a street;
 - (m) Upon any bridge or other elevated structure upon a street, or within a street tunnel;
 - (n) At any place where signs prohibit stopping, standing or parking, or where the curbing is painted yellow, or at any place in excess of the maximum time limited by signs;
 - (o) Within one foot of another parked vehicle;
 - (p) On the roadway portion of a freeway, expressway or thruway.
 - (q) Within any fire lane on private property, devoted to public use, as so designated, marked and approved by the Chief of the Fire Division and the Police Chief.
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 - (t) In a manner that obstructs vehicular access to a mail box for mail delivery, which shall include, but is not limited, to any vehicle parked within five (5) feet of a mailbox.
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