



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

Tuesday, May 28, 2024

6:30 PM

Council Chambers

1. **CALL TO ORDER**
2. **INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES - There are no minutes for approval.**
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.

8. **PUBLIC HEARING**
 - a. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency
9. **PROCLAMATIONS**
 - a. A Proclamation to Recognize May as ALS Awareness Month
10. **REPORTS**
 - a. **Clerk of Court Report**
 1. Clerk of Court Report for April 2024

b. Liquor Permits

1. Liquor Permit La Cucina Di Stefania LLC
2. Liquor Permit for 786 Livingston LLC

c. West Licking Fire District Report

d. Development, Parks & Recreation Committee

1. An Ordinance to Approve the Final Plat for the M/I Home Development at Spring Hill Farm Phases 6A & 6B

e. Public Safety, Law & Courts Committee

1. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies
2. An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency

f. Public Service & Transportation Committee

1. 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

g. Finance & Administration Committee

1. An Ordinance Authorizing Adjustments in Appropriations for JEDDs 1, 2, 3, and 4, and Declaring an Emergency
2. A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

11. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

- 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 Granting American Electric Power (AEP) an Utility Easement (0.00207) acres), and Declaring an Emergency
- c. 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

- d. An Ordinance Authorizing an Appropriation from the General Fund for the New GIS Position, and Declaring an Emergency
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with CivicPlus for CivicPlus Pay Software, Appropriating Funds Therefor, and Declaring an Emergency
- f. 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

13. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Approve the Final Plat for the M/I Home Development at Spring Hill Farm Phases 6A & 6B
- b. An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies
- c. An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency
- d. An Ordinance Authorizing Adjustments in Appropriations for JEDDs 1, 2, 3, and 4, and Declaring an Emergency

14. CONSENT AGENDA FOR SECOND 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 Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Juneteenth Event
- d. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2023 Pride Event
- e. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2025, and Declaring an Emergency

15. CONSENT AGENDA FOR THIRD READING AND APPROVAL

- a. 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
- b. 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
- c. An Ordinance to Amend Chapter 351, Sections 351.01 Police Removal of Vehicles and

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. June 6, 2024 Planning & Zoning Board
- June 10, 2024 City Council
- June 14, 2024 Flag Day
- June 19, 2024 Juneteenth
- June 20, 2024 Planning & Zoning Board
- June 24, 2025 City Council

18. ADJOURNMENT

ADJOURNMENT



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: A Proclamation to Recognize May as ALS Awareness Month

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Proclamation to Recognize May as ALS Awareness Month

Whereas, Amyotrophic Lateral Sclerosis (ALS), known by many as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with the muscles, slowly taking away their ability to walk, talk, eat, and eventually breathe; and

Whereas, on average, patients diagnosed with ALS only survive two to five years from the time of diagnosis; and

Whereas, ALS has no cure; and

Whereas, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and

Whereas, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and

Whereas, clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and

Whereas, we celebrate the 10th anniversary of the Ice Bucket Challenge through a renewed commitment to galvanize public awareness and support funding leading to significant investments in ALS research; and

Whereas, the ALS Association, as the largest philanthropic funder of ALS research globally, has committed over \$154 million to support more than 550 projects across the United States and eighteen other countries; and

Whereas, our commitment to accelerating the pace of discovery remains unwavering, fueled by the hope that one day, ALS will be a livable disease for everyone, everywhere, until we can cure it.

Whereas, ALS Awareness Month increases the public's awareness of people with ALS' dire circumstances, and acknowledges the terrible impact this disease has, not only on the person, but on his or her family and the community, and recognizes the research being done to eradicate this disease; and

Now, Therefore, Be it Resolved by the Council of the City of Reynoldsburg we do hereby proclaim the month of May 2024 ALS Awareness Month. We call upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: Clerk of Court Report

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: Clerk of Court Report for April 2024

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on 4/4, 4/11, 4/18 and 4/25/24. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/OLF Releases/Bond Forfeitures Order In	(#110.4512)	\$ 17,140.00
Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 16,145.00
Sub-Total (To General Revenue Fund)		\$ 33,285.00
Computerization Needs Fund	(#211.4510)	\$ 1,764.00
Enforcement & Education Fund	(#293.4616)	\$ 0.00
Sub-Total		\$ 1,764.00
Total Amount Submitted		\$ 35,049.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: Liquor Permits

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: Liquor Permit La Cucina Di Stefania LLC

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Transfer from ristorante Scali & Deli of D1, D2 and D3 permits

NOTICE TO LEGISLATIVE
AUTHORITY

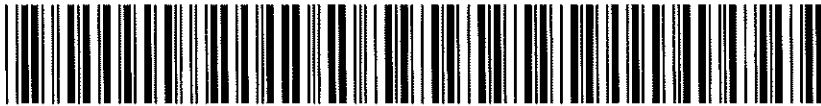
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

4957233		TRFO	LA CUCINA DI STEFANIA LLC DBA SCALI RISTORANTE 1901-05 SR256 REYNOLDSBURG OH 43068
02	01	2024	
ISSUE DATE			
05	07	2024	
FILING DATE			
D1 D2 D3		PERMIT CLASSES	
25	220	B	F31279
TAX DISTRICT		RECEIPT NO.	

FROM 05/09/2024

7397130			RISTORANTE SCALI & DELI INC 1901-05 SR256 REYNOLDSBURG OHIO 43068
02	01	2024	
ISSUE DATE			
05	07	2024	
FILING DATE			
D1 D2 D3		PERMIT CLASSES	
25	220		
TAX DISTRICT		RECEIPT NO.	



MAILED 05/09/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/10/2024

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 4957233**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: Liquor Permit for 786 Livingston LLC

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Transfer of a Ca & C2 permits

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2360 FAX(614)644-3166

TO

7357285		TRFO		786 LIVINGSTON LLC	
PERMIT NUMBER		TYPE		DBA SUNOCO	
02	01	2023		6201 E LIVINGSTON AVE	
ISSUE DATE				REYNOLDSBURG OH 43068	
04	12	2024			
FILING DATE					
C1 C2		PERMIT CLASSES			
25	220	B	F31301		
TAX DISTRICT		RECEIPT NO.			

FROM 05/14/2024

1245260				CAPTAIN ABE INC	
PERMIT NUMBER		TYPE		DBA SUNOCO	
02	01	2023		6201 E LIVINGSTON AV	
ISSUE DATE				REYNOLDSBURG OH 43068	
04	12	2024			
FILING DATE					
C1 C2		PERMIT CLASSES			
25	220				
TAX DISTRICT		RECEIPT NO.			



MAILED 05/14/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN.

06/14/2024

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 7357285

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

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Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: West Licking Fire District Report

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Fire Index - Incident Type Breakdown

This measure comes from the ESO Fire Index. See national performance at: <https://www.eso.com/resources/fire-index/>

Count of Total Incidents & Exposures

📌 📝 ⋮ Aid Given/Received

📌 📝 ⋮

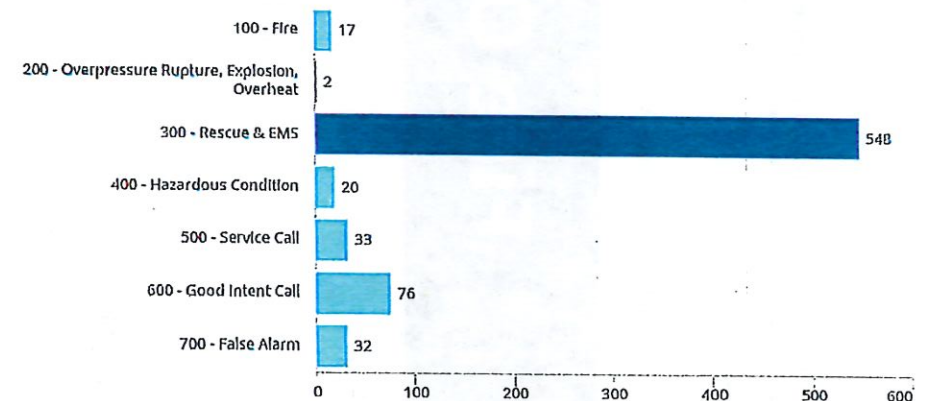
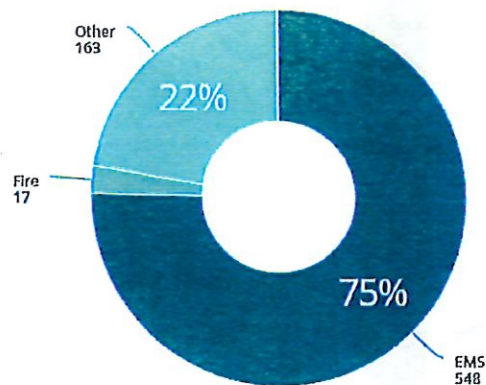
Count of Incidents
728

Aid Given
63

EMS/Fire Incident Breakdown

📌 📝 ⋮ Count of Incidents by Incident Type

📌 📝 ⋮



📌 📝 ⋮

Count of Fire Incidents by Type

Fire Incident Count

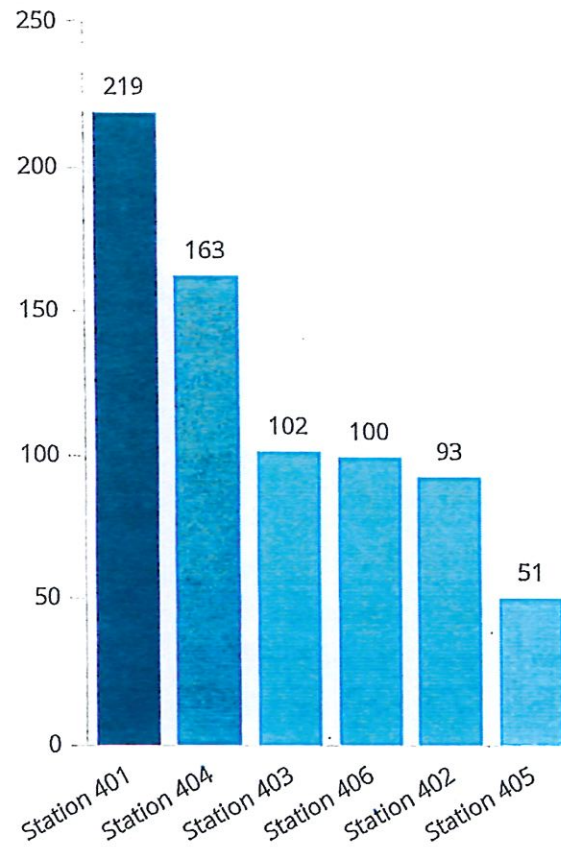
May 2, 2024 11:13:53 AM [Fire Incidents](#)

Filter statement

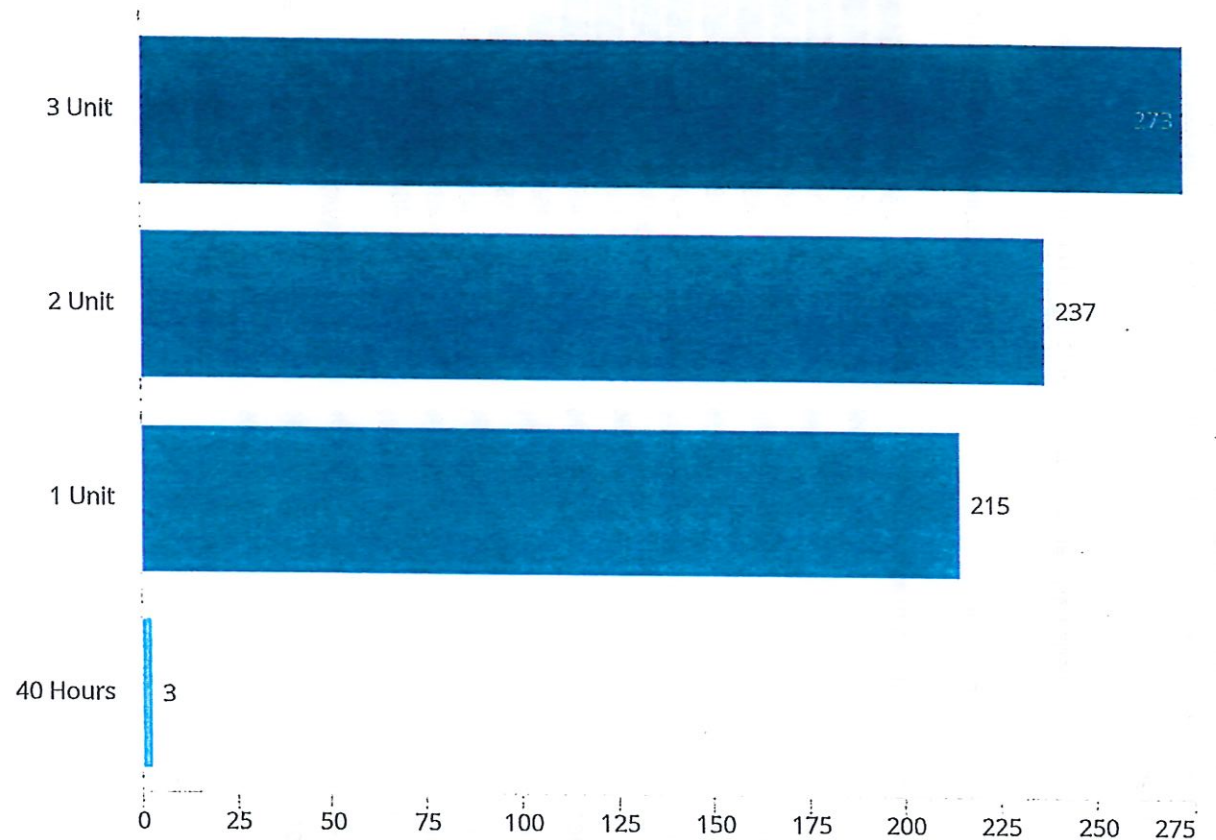
Filters

Alarm Date Range 4/1/24 to 4/30/24 | Is Locked true | Is Active true

Incident Count by Station



Incident Count by Shift



Filter statement

Filters

Alarm Date Range 4/1/24 to 4/30/24 | Is Locked true | Is Active true

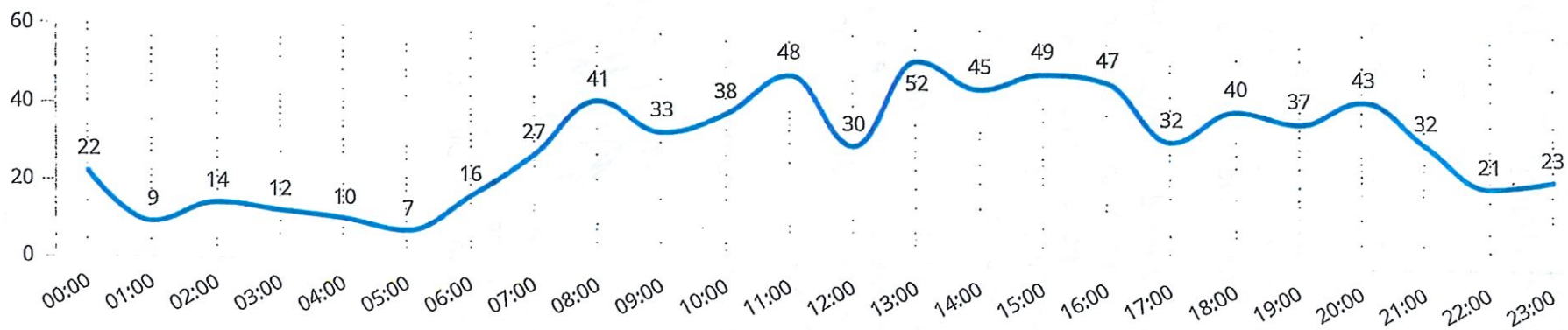
Fire Resources - Personnel and Units

Total Incidents

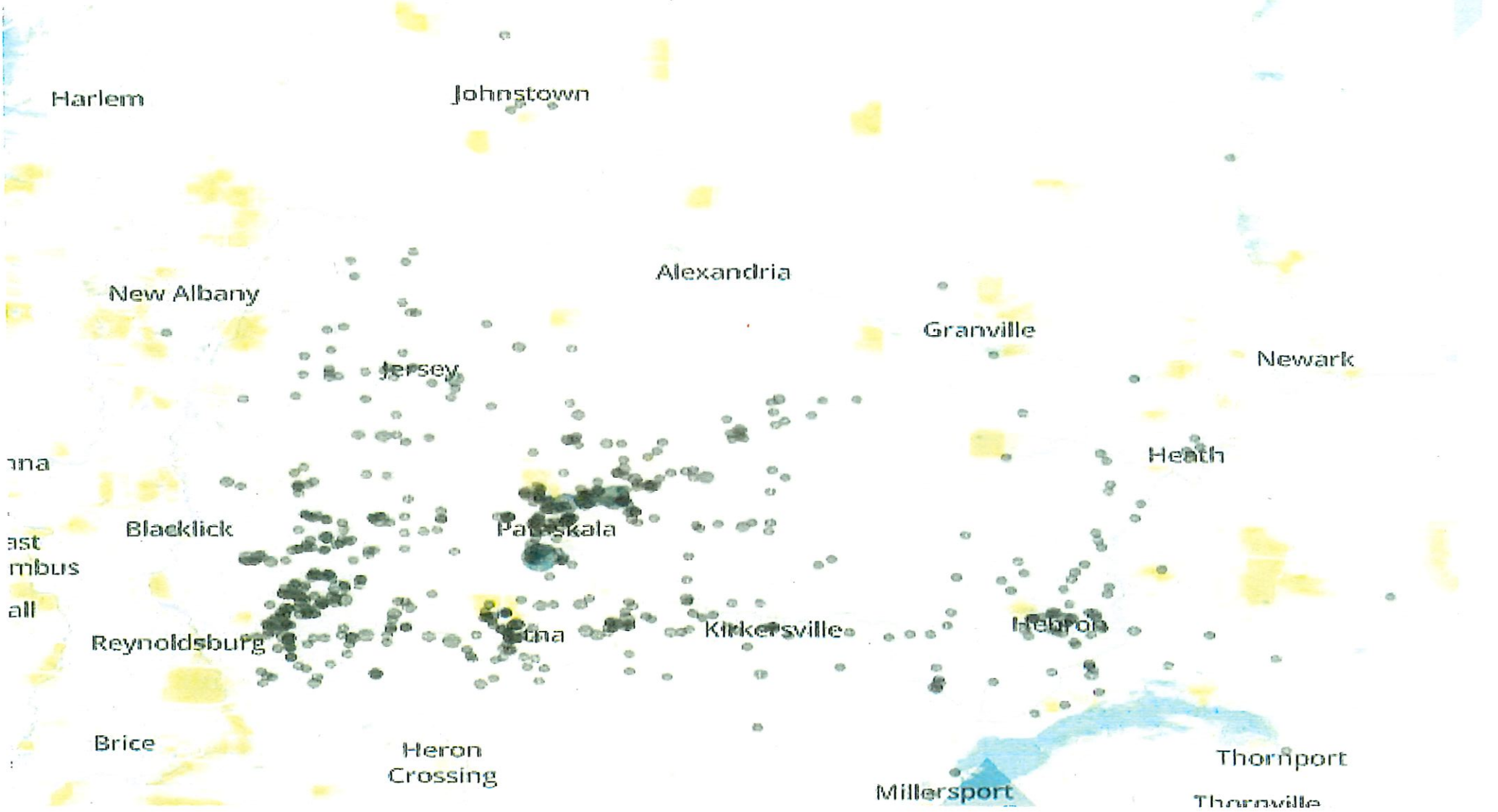
Count of Incidents

728

Call Volume over Time



April 2024 Run Plot





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: An Ordinance to Approve the Final Plat for the M/I Home Development at Spring Hill Farm Phases 6A & 6B

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Approve the Final Plat Plans Section 6, Parts A & B for the Spring Hill Farm Development Project

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE M/I HOMES DEVELOPMENT AT SPRING HILL FARM PHASE 6A & 6B

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat for Section 6, Parts A & B for approval of 65 lots; and

WHEREAS, the Planning and Zoning Board met on May 2, 2024, reviewed and approved the additional development plan for Spring Hill Farm, Section 6, Parts A & B.

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

SECTION 1: That the Phase 6 Plat for Spring Hill Farm, particularly described as follows, be approved:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 65 lots being comprised of a part of the tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the City Engineer has certified Spring Hill Farm meets all requirements.

SECTION 3: That said plats for Spring Hill Farm are attached to this Ordinance as Exhibit A

and are made a part herein.

SECTION 4: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

April 25, 2024

Mr. Eric Meyer
Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Spring Hill Farms Subdivision, Final Plat, Section 6 Part A

Mr. Meyer:

Enclosed is our review of the application material for the above referenced plans.

1. Project Summary

- a. The 7.535 +/-acre residential subdivision is zoned SR - Suburban Residential. To the north and east is SR- Suburban Residential district. To the south is Truro Township single family residential; to the west is SR- Suburban Residential and Etna Township single family residential.
- b. Currently under agricultural use, the site is proposed to be developed with 33 single-family lots at a density of 4.12 du/ac.
- c. Open space is being platted in Reserve "M" at 0.240 acres.

2. Zoning Review

- a. The applicant is seeking final plat approval for Spring Hill Subdivision Section 6 Part A.
- b. The lot dimensions, rights-of-way, layout, setbacks, and open space configurations appear to be consistent with the approved major site plan and preliminary plat.
- c. On Sheet 1 of 3: Revise the signature line for "Chairman, Planning Commission" to "Chairman, Planning and Zoning Board"
- d. On Sheet 1 of 3: Add a signature line for the "Director of Public Service"
- e. On Sheet 1 of 3: A statement of the expiration date of the City approval shall be placed just ahead of the space provided for the County Auditor's signature.

3. Engineering Review

- a. Sheet 1 of 3: There is the instrument reference that is a 2023XXXXXX placeholder. Should this be a 2024 prefix and can this number be filled in at this time or does it need to have a blank line for a remainder parcel?
- b. Sheet 2 of 3: The street drawings state Reserve "M" shown between lots 301 and 302 as Reserve "N". Please make sure these both match.
- c. Sheet 3 of 3: For reference purposes, label the centerline of Collins Drive on the north side of the site.
- d. Sheet 3 of 3: The adjoining parcel for Steve Hatton has changed ownership with new instrument numbers. Please ensure all adjoining names are current per the Franklin County auditor and recorder's website.



4. Recommendation

- a. Recommend final plat approval of Spring Hill Subdivision Section 6 Part A, with the following conditions:
 - i. That sheet 1 of 3 be revised as noted in the above project review (2.c-e) to the approval of City staff.
 - ii. That the plat be revised as noted in the above engineering review (3.a-d) to the approval of City Staff.
 - iii. That the plat is revised to city staff's satisfaction before going to City Council.

If you have any questions or comment, please feel free to contact us.

Very truly yours,

Rick Fay PLA, ASLA
Planner

Sean Gillilan, PE
Engineer

Reynoldsburg

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

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

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

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

PLANNING AND ZONING BOARD LAND SUBDIVISION AND PLAT APPLICATION

☐ Paid: _____

Property Address/Name of Plat:

SPRING HALL FARM SECTION 6 PART A

Description of Location:

EAST OF WAGGNER ROAD, SOUTH OF GRIFFIN DRIVE

Parcel ID#(s):

060-009329, 060-009343, 060-009550

Number of Lots:

32

Complete Where Applicable:

Engineer/Surveyor: EM184T

Builder/Developer:

M/I HOMES OF CENTRAL OHIO, LLC

I. PROPERTY OWNER OF RECORD

Property Owner Name(s):

M/I HOMES OF CENTRAL OHIO, LLC

Property Owner Address:

4131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO

II. APPLICANT INFORMATION

Applicant Name:

SAME AS PROPERTY OWNER

Applicant Address:

Applicant Phone Number:

614-418-8000

Applicant Email:

JFRANCIS@MIHOMES.COM

☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.

III. PROJECT TYPE

- ☐ Subdivision without Plat (lot split) (\$200 Residential/\$250 Non-Residential) ☐ Preliminary Plat (\$750 + \$50 per lot All Districts) ☐ Preliminary Plat Extension (\$50 All Districts) ☒ Final Plat (\$500 All Districts) ☐ Plat Modification/Vacation (\$500 All Districts) (includes changes to approved preliminary not expired, or changes to approved final plat)

Applicant Signature: J.F.

Date: 3/26/24

*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

Zoning District: _____
☐ Olde Reynoldsburg District

Planning and Zoning Board Meeting

Date: _____

☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

Date: _____

☐ Approved as Submitted
☐ Submitted Approved
☐ w/ Conditions Tabled
☐ Denied

P&Z Administrator: _____

Date: _____

Clerk of Council: _____

Date: _____



Engineers, Surveyors, Planners, Scientists

Transmittal

TO:

City of Reynoldsburg
ATTN: Eric Meyer
7232 East Main Street
Reynoldsburg, Ohio, 43068

FROM:

Name: Matt Kirk

Date: 4-4-24

Job No.: 20221125

Subject: Spring Hill Farm 6 Parts A and B

We are sending via: ☐ Courier ☐ U.S. Mail ☒ UPS ☐ Email attachment

☐ Sharefile ☐ Other online file storage: _____

The following items: ☒ Copies ☐ Originals ☐ CAD Files ☐ PDFs ☐ [Other]

Copies	Date	Number of sheets	Description / Filenames
7		3	Part A final plat
7		2	Part B final plat
2		1	Applications
		2	Checks for application fees

These are transmitted as checked below:

☐ For Approval ☐ For Your File ☐ As Requested ☒ For Review and Comment

☐ For Execution/Signatures ☐ [Other]

Remarks:

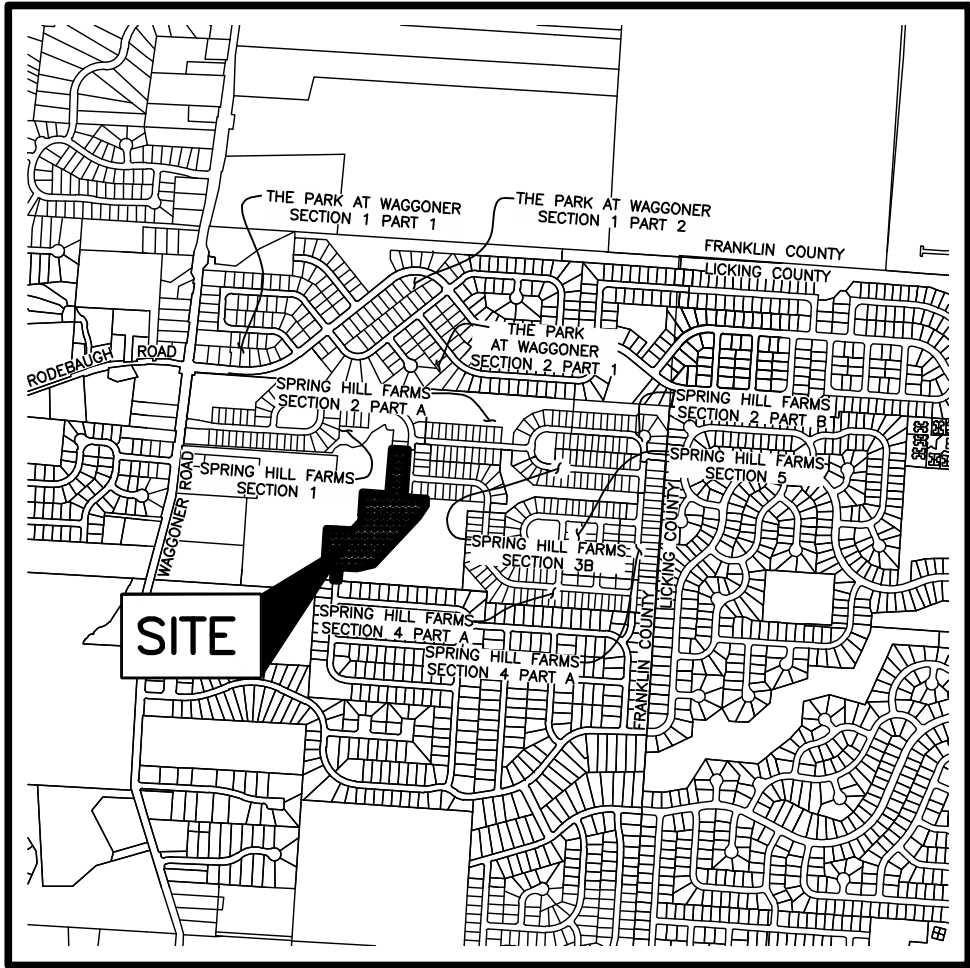
If you should have any questions or need additional information, please do not hesitate to contact me directly at 614-775-4131 or via email at mkirk@emht.com.

THIS IS NOT A SUBSTITUTE FOR THE ELECTRONIC RELEASE FORM, which must be signed prior to the transfer of any digital information externally.

For EMH&T: _____
Matt Kirk 614.775.4131

SPRING HILL FARM SECTION 6 PART A

1
3



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

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

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

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

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

SURVEYED & PLATTED
BY



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

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

By _____ Date _____
Professional Surveyor No. 7865

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 7.535 acres of land, more or less, said 7.535 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202403050021708, 202403050021709, 202403050021710, 202201260016289, 202201260016290, 202201260016291, 202103170048951, 202103170048952 and 202103170048953, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**SPRING HILL FARM SECTION 6 PART A**", a subdivision containing Lots numbered 290 to 321, both inclusive, and an area designated as Reserve "N", does hereby accept this plat of same and dedicates to public use, as such, all of Clark Drive, Collins Drive and Sandrock Avenue shown hereon and not heretofore dedicated.

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

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

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

By _____
TIMOTHY C. HALL JR.,
Area President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

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

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

My commission expires _____
Notary Public, _____ State of Ohio

RESERVATION OF EASEMENTS OUTSIDE OF THE PLATTED AREA ACROSS DESIGNATED AREAS ON SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC. LAND

Certain areas designated "Drainage Easement" shown hereon outside of the 7.535 acres of land being platted as "Spring Hill Farm Section 6 Part A" are within lands located adjacent to "Spring Hill Farms Section 6 Part A" that are owned by **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** by deed of record in Instrument Number 202303310030785, Records Office, Franklin County, Ohio.

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

In Witness Whereof, **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** has hereunto set his hand this ____ day of ____, 20__.

Signed and Acknowledged
In the presence of: **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.**

By _____
JASON FRANCIS, President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said state, personally appeared **JASON FRANCIS**, President of **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **SPRING HILL FARM HOMEOWNERS' ASSOCIATION, INC.** for the uses and purposes expressed herein.

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

My commission expires _____
Notary Public, State of Ohio

Approved this ____ day of ____, 20__.

Chairman, Planning and Zoning Board,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

City Engineer,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

Director of Public Service,
Reynoldsburg, Ohio

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

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

Transferred this ____ day of ____, 20__.

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

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

Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of ____, 20__.

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____

SPRING HILL FARM SECTION 6 PART A

NOTE "A": All of Spring Hill Farm Section 6 Part A is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:	
Total acreage	7.535 Ac.
Acreage in Reserve	0.240 Ac.
Acreage in lots	5.824 Ac.
Acreage in public rights-of-way	1.471 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 6 Part A is out of the following Franklin County Parcel Numbers:	
060-009329	6.149 Ac.
060-009343	0.274 Ac.
060-009550	1.112 Ac.

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

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

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

NOTE "G" - TEMPORARY VEHICLE TURNAROUND EASEMENT (TYTE) - COLLINS DRIVE: The City of Reynoldsburg, Ohio is hereby granted a nonexclusive easement for vehicular turnaround use by the public in and over the areas of land designated "Temporary Vehicle Turnaround Easement" at the westerly terminus of Collins Drive on that parcel owned by M/I Homes of Central Ohio, LLC as shown hereon. Temporary easements shall be of no force at such time as the temporary turn-around is removed and the street is extended by dedicated right-of-way or easement in a manner acceptable to the City of Reynoldsburg.

NOTE "H": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 6 Part A, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	28°38'37"	200.00'	99.99'	N 29°08'06" E	98.95'
C2	50°01'27"	125.00'	109.14'	N 68°28'08" E	105.70'
C3	39°58'33"	125.00'	87.21'	N 66°31'52" W	85.46'
C4	11°11'10"	225.00'	43.93'	N 20°24'23" E	43.86'
C5	11°25'15"	225.00'	44.85'	N 31°42'36" E	44.78'
C6	6°02'12"	225.00'	23.71'	N 40°26'19" E	23.69'
C7	8°40'11"	150.00'	22.70'	N 47°47'31" E	22.68'
C8	16°15'37"	150.00'	42.57'	N 60°15'25" E	42.43'
C9	16°15'37"	150.00'	42.57'	N 78°31'01" E	42.43'
C10	8°50'02"	150.00'	23.13'	N 89°03'51" E	23.10'
C11	89°28'30"	20.00'	31.23'	S 48°44'37" W	28.15'
C12	90°31'30"	20.00'	31.60'	N 41°15'23" W	28.41'
C13	36°02'16"	100.00'	62.90'	N 75°27'44" E	61.87'
C14	13°59'11"	100.00'	24.41'	N 50°27'00" E	24.35'
C15	90°00'00"	20.00'	31.42'	N 01°32'35" W	28.28'
C16	39°58'33"	100.00'	69.77'	N 66°31'52" W	68.36'
C17	8°34'32"	150.00'	22.45'	N 82°13'52" W	22.43'
C18	17°32'29"	150.00'	45.92'	N 69°10'21" W	45.74'
C19	13°51'31"	150.00'	36.28'	N 53°28'21" W	36.19'
C20	90°00'00"	20.00'	31.42'	N 88°27'25" E	28.28'
C21	39°24'03"	175.00'	120.34'	N 23°45'23" E	117.99'
C22	10°45'26"	200.00'	37.55'	N 09°26'05" E	37.49'
C23	33°04'08"	145.00'	83.69'	S 69°59'04" E	82.53'

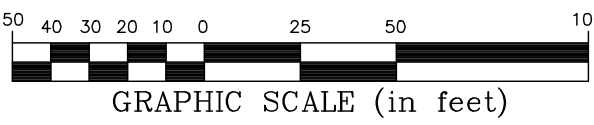
Legend

B.L. = Building Line
D.E. = Drainage Easement
Esmt = Easement
T.V.T.E. = Temporary Vehicle Turnaround Easement
See Note "G"

Line Type Legend

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

SCALE: 1" = 50'



GRAPHIC SCALE (in feet)

SPRING HILL FARM
SECTION 3 PART A
P.B. 132, P. 98

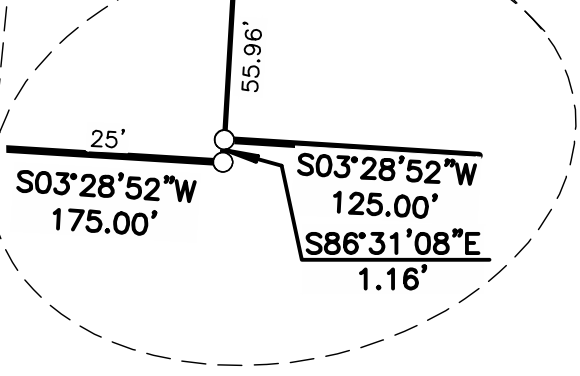
$\Delta=10°45'26"$ $R=175.00'$
 $Arc=32.86'$
 $ChBrg=N09°26'05"E$
 $Ch=32.81'$

RHODERICK C. GRIFFIN, TRUSTEE
I.N. 202403050021707

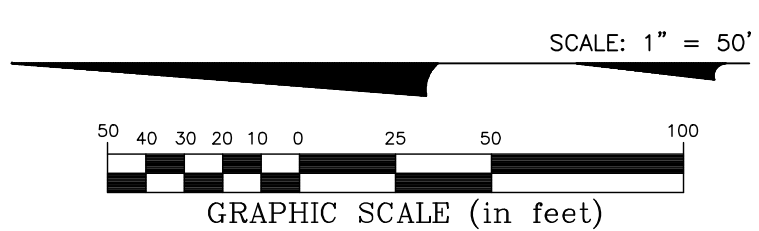
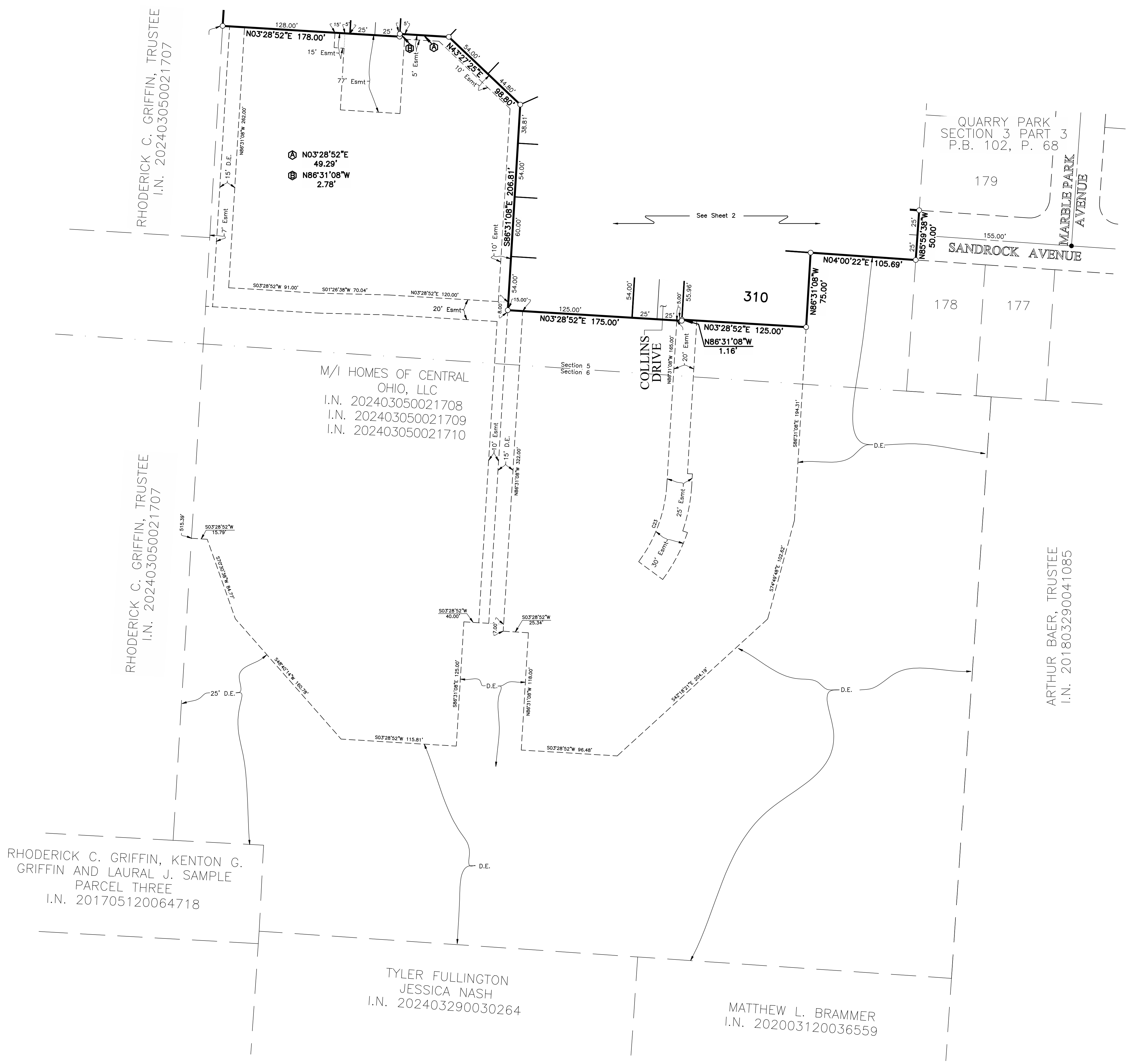
M/I HOMES OF CENTRAL OHIO, LLC
I.N. 202403050021708
I.N. 202403050021709
I.N. 202403050021710

A N03°28'52"E
49.29'
B N86°31'08"W
2.78'

See Sheet 3



SPRING HILL FARM SECTION 6 PART A



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	28°38'37"	200.00'	99.99'	N 29°08'06" E	98.95'
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C4	11°11'10"	225.00'	43.93'	N 20°24'23" E	43.86'
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C7	8°40'11"	150.00'	22.70'	N 47°47'31" E	22.68'
C8	16°15'37"	150.00'	42.57'	N 60°15'25" E	42.43'
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C10	8°50'02"	150.00'	23.13'	N 89°03'51" E	23.10'
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C22	10°45'26"	200.00'	37.55'	N 09°26'05" E	37.49'
C23	33°04'08"	145.00'	83.69'	S 69°59'04" E	82.53'

I:\2022\1125\DWG\CASHETS\PLAT\20221125-VS-PLA-SEC6-PRTA.DWG plotted by KIRK, MATTHEW on 4/26/2024 7:32:37 AM last saved by JMASTON on 3/12/2024 1:59:37 PM
Note: 20191117-VS-ALA-VZ.DWG & 20191117-VS-REF-BUILD & MFR ARROWS.DWG & 20221125-VS-REF-PLUMB & 20221125-VS-SEC6-PRTA.DWG & 20221125-VS-0008-SEC6-PRTA.DWG

From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Cc: [Eric Meyer](#)
Subject: Re: Spring Hill Subdivision - Final Plat 6A & 6B
Date: Thursday, April 18, 2024 12:16:45 PM
Attachments: [Outlook-fpoiwwz.png](#)

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

Phoenix,

No comments about 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: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Wednesday, April 17, 2024 1:25 PM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Spring Hill Subdivision - Final Plat 6A & 6B

Lt. Schmidt,

I am sending you a Final Plat application for Spring Hill Subdivision off of Waggoner Road, along with related items that are scheduled for the May 5th 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 April 24th so that we can incorporate them in the staff report that goes out first thing April 25th.

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

From: [Mark Riley](#)
To: [Phoenix Buathier](#)
Cc: [Eric Meyer](#)
Subject: RE: Spring Hill Subdivision - Final Plat 6A & 6B
Date: Wednesday, April 17, 2024 2:36:13 PM

Phoenix,

Based on M/I Homes's communication with Director Doorman, I have no comments.

Kind regards,

Mark A. Riley
Public Service Manager

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6887 | **F** 614-322-6830
www.reynoldsburg.gov

mriley@reynoldsburg.gov

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Wednesday, April 17, 2024 1:25 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Spring Hill Subdivision - Final Plat 6A & 6B

Mark,

I am sending you a Final Plat application for Spring Hill Subdivision off of Waggoner Road, along with related items that are scheduled for the May 5th 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 April 24th so that we can incorporate them in the staff report that goes out first thing April 25th.

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

April 25, 2024

Mr. Eric Meyer
Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Spring Hill Farms Subdivision, Final Plat, Section 6 Part B

Mr. Meyer:

Enclosed is our review of the application material for the above referenced plans.

1. Project Summary

- a. The 13.320+/-acre residential subdivision is zoned SR - Suburban Residential. To the north and east is SR- Suburban Residential district. To the south is Truro Township single family residential; to the west is SR- Suburban Residential and Etna Township single family residential.
- b. Currently under agricultural use, the site is proposed to be developed with 33 single-family lots at a density of 2.48 du/ac.
- c. Open space is being platted in Reserve "N" at 6.267 acres.

2. Zoning Review

- a. The applicant is seeking final plat approval for Spring Hill Subdivision Section 6 Part B.
- b. The lot dimensions, rights-of-way, layout, setbacks, and open space configurations appear to be consistent with the approved major site plan and preliminary plat.
- c. On Sheet 1 of 3: Revise the signature line for "Chairman, Planning Commission" to "Chairman, Planning and Zoning Board"
- d. On Sheet 1 of 3: Add a signature line for the "Director of Public Service"
- e. On Sheet 1 of 3: A statement of the expiration date of the City approval shall be placed just ahead of the space provided for the County Auditor's signature.

3. Engineering Review

- a. Sheet 1 of 2: There is the instrument reference that is a 2023XXXXXX placeholder. Should this be a 2024 prefix and can this number be filled in at this time or does it need to have a blank line for a remainder parcel?
- b. Sheet 2 of 2: The adjoining parcel for the Steve Hatton has changed name with new instrument numbers. Please ensure all adjoining names are current per the Franklin County auditor and recorder's website.
- c. Sheet 2 of 2: Reserve "N" does not match what is shown on the street plans. This is labeled as Reserve "M" on the recently reviewed street plans.
- d. Sheet 2 of 2: The sum of the various acreage breakdowns is off by 0.004 acres from the total acreage listed. Please advise on the difference in areas or update the summary accordingly.



4. Recommendation

- a. Recommend final plat approval of Spring Hill Subdivision Section 6 Part B, with the following conditions:
 - i. That sheet 1 of 3 be revised as noted in the above zoning review (2.c-e) to the approval of City staff.
 - ii. That the plat be revised as noted in the above engineering review (3.a-d) to the approval of City Staff.
 - iii. That the plat is revised to city staff's satisfaction before going to City Council.

If you have any questions or comment, please feel free to contact us.

Very truly yours,

Rick Fay PLA, ASLA
Planner

Sean Gillilan, PE
Engineer

Reynoldsburg

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

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

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

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

PLANNING AND ZONING BOARD LAND SUBDIVISION AND PLAT APPLICATION

☐ Paid: _____

Property Address/Name of Plat:

SPRING HILL FARM SECTION 6 PART B

Description of Location:

EAST OF WATKINS ROAD, OFF OF COLLINS DRIVE

Parcel ID#(s):

060-009329

Number of Lots:

33

Complete Where Applicable:

Engineer/Surveyor: EMH+T

Builder/Developer: M/I HOMES OF CENTRAL OHIO, LLC

I. PROPERTY OWNER OF RECORD

Property Owner Name(s):

M/I HOMES OF CENTRAL OHIO, LLC

Property Owner Address:

4131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO

II. APPLICANT INFORMATION

Applicant Name:

SAME AS PROPERTY OWNER

Applicant Address:

Applicant Phone Number:

614-418-8000

Applicant Email:

JFRANCES@MITHOMES.COM

☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.

III. PROJECT TYPE

- ☐ Subdivision without Plat (lot split) (\$200 Residential/\$250 Non-Residential) ☐ Preliminary Plat (\$750 + \$50 per lot All Districts) ☐ Preliminary Plat Extension (\$50 All Districts) ☒ Final Plat (\$500 All Districts) ☐ Plat Modification/Vacation (\$500 All Districts) (includes changes to approved preliminary not expired, or changes to approved final plat)

Applicant Signature: [Signature]

Date: 3/26/24

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

Zoning District: _____
☐ Olde Reynoldsburg District

Planning and Zoning Board Meeting
Date: _____

☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting
Date: _____

☐ Approved as Submitted
☐ Submitted Approved
☐ w/ Conditions Tabled
☐ Denied

P&Z Administrator: _____

Clerk of Council: _____

Date: _____

Date: _____



Engineers, Surveyors, Planners, Scientists

Transmittal

TO:

City of Reynoldsburg
ATTN: Eric Meyer
7232 East Main Street
Reynoldsburg, Ohio, 43068

FROM:

Name: Matt Kirk

Date: 4-4-24

Job No.: 20221125

Subject: Spring Hill Farm 6 Parts A and B

We are sending via: ☐ Courier ☐ U.S. Mail ☒ UPS ☐ Email attachment

☐ Sharefile ☐ Other online file storage: _____

The following items: ☒ Copies ☐ Originals ☐ CAD Files ☐ PDFs ☐ [Other]

Copies	Date	Number of sheets	Description / Filenames
7		3	Part A final plat
7		2	Part B final plat
2		1	Applications
		2	Checks for application fees

These are transmitted as checked below:

☐ For Approval ☐ For Your File ☐ As Requested ☒ For Review and Comment

☐ For Execution/Signatures ☐ [Other]

Remarks:

If you should have any questions or need additional information, please do not hesitate to contact me directly at 614-775-4131 or via email at mkirk@emht.com.

THIS IS NOT A SUBSTITUTE FOR THE ELECTRONIC RELEASE FORM, which must be signed prior to the transfer of any digital information externally.

For EMH&T: _____
Matt Kirk 614.775.4131

SPRING HILL FARM SECTION 6 PART B

1
2

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Sections 5 and 6, Township 16, Range 20, Refugee Lands, containing 13.320 acres of land, more or less, said 13.320 acres being comprised of a part of each of those tracts of land conveyed to **M/I HOMES OF CENTRAL OHIO, LLC**, by deeds of record in Instrument Numbers 202403050021708, 202403050021709 and 202403050021710, Recorder's Office, Franklin County, Ohio.

The undersigned, **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company, by **TIMOTHY C. HALL, JR.**, Area President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**SPRING HILL FARM SECTION 6 PART B**", a subdivision containing Lots numbered 322 to 354, both inclusive, and an area designated as Reserve "M", does hereby accept this plat of same and dedicates to public use, as such, all of Collins Drive shown hereon and not heretofore dedicated.

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

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

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

By _____
TIMOTHY C. HALL, JR.,
Area President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

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

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

My commission expires _____
Notary Public, _____ State of Ohio

Approved this ____ day of ____, 20__.

Chairman, Planning and Zoning Board,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

City Engineer,
Reynoldsburg, Ohio

Approved this ____ day of ____, 20__.

Director of Public Service,
Reynoldsburg, Ohio

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

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

Transferred this ____ day of ____, 20__.

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

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

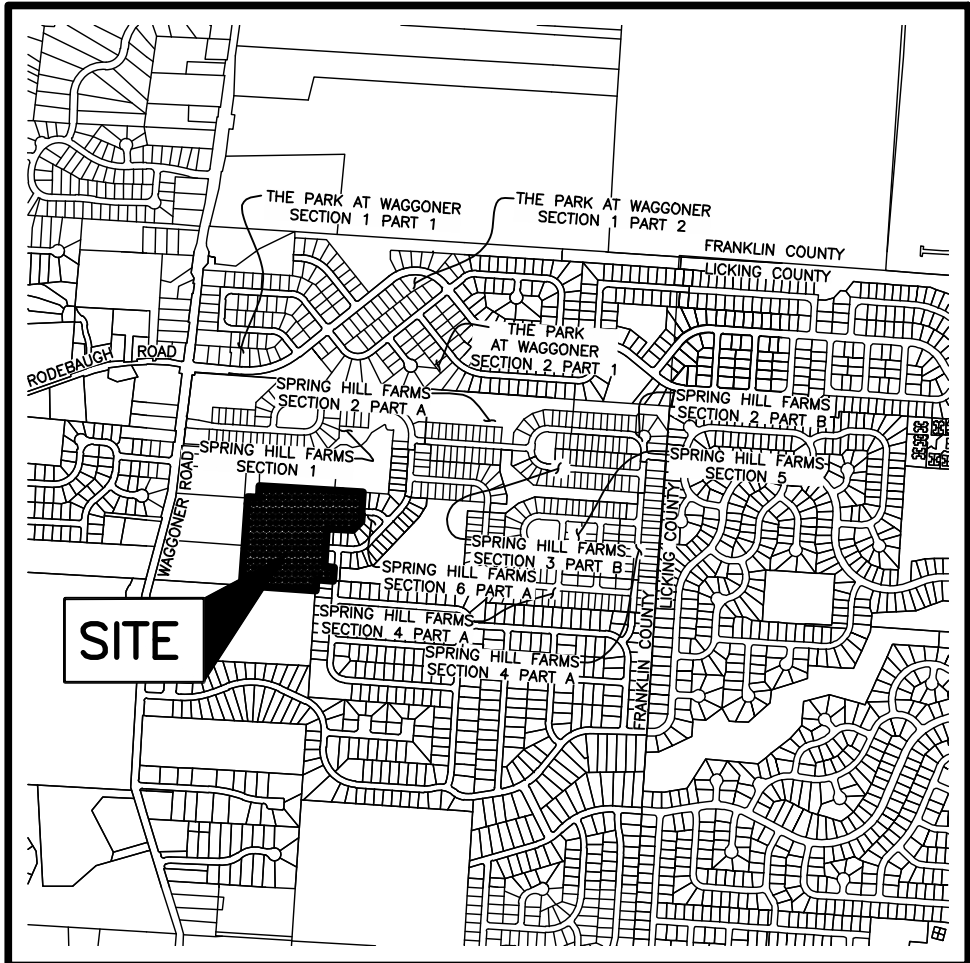
Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of ____, 20__.

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

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

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

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

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

SURVEYED & PLATTED
BY



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

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

By _____ Date _____
Professional Surveyor No. 7865

Date

SPRING HILL FARM SECTION 6 PART B

2
2

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

NOTE "A": All of Spring Hill Farm Section 6 Part B is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:

Total acreage	13.320 Ac.
Reserve "M"	6.267 Ac.
Acreage in lots	5.855 Ac.
Acreage in public rights-of-way	1.198 Ac.

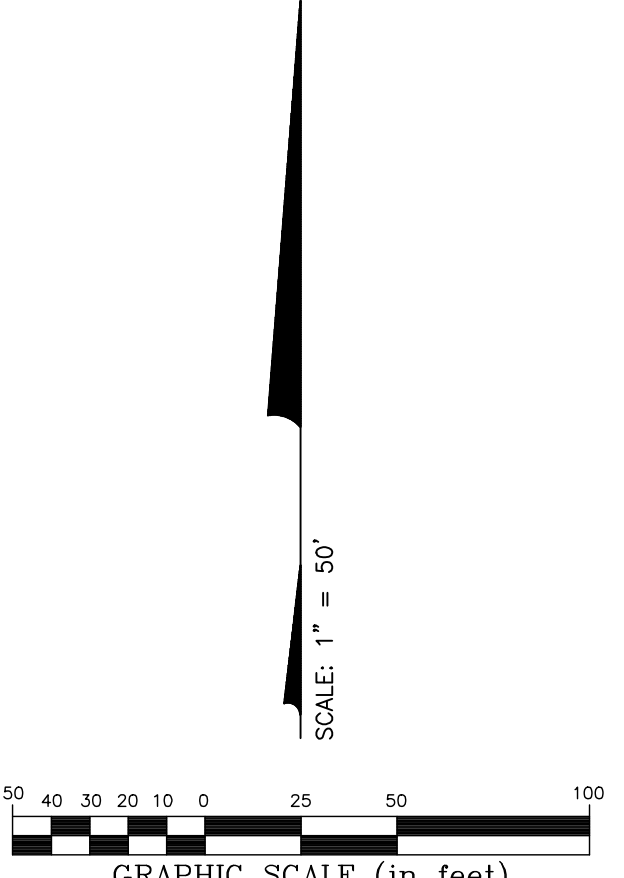
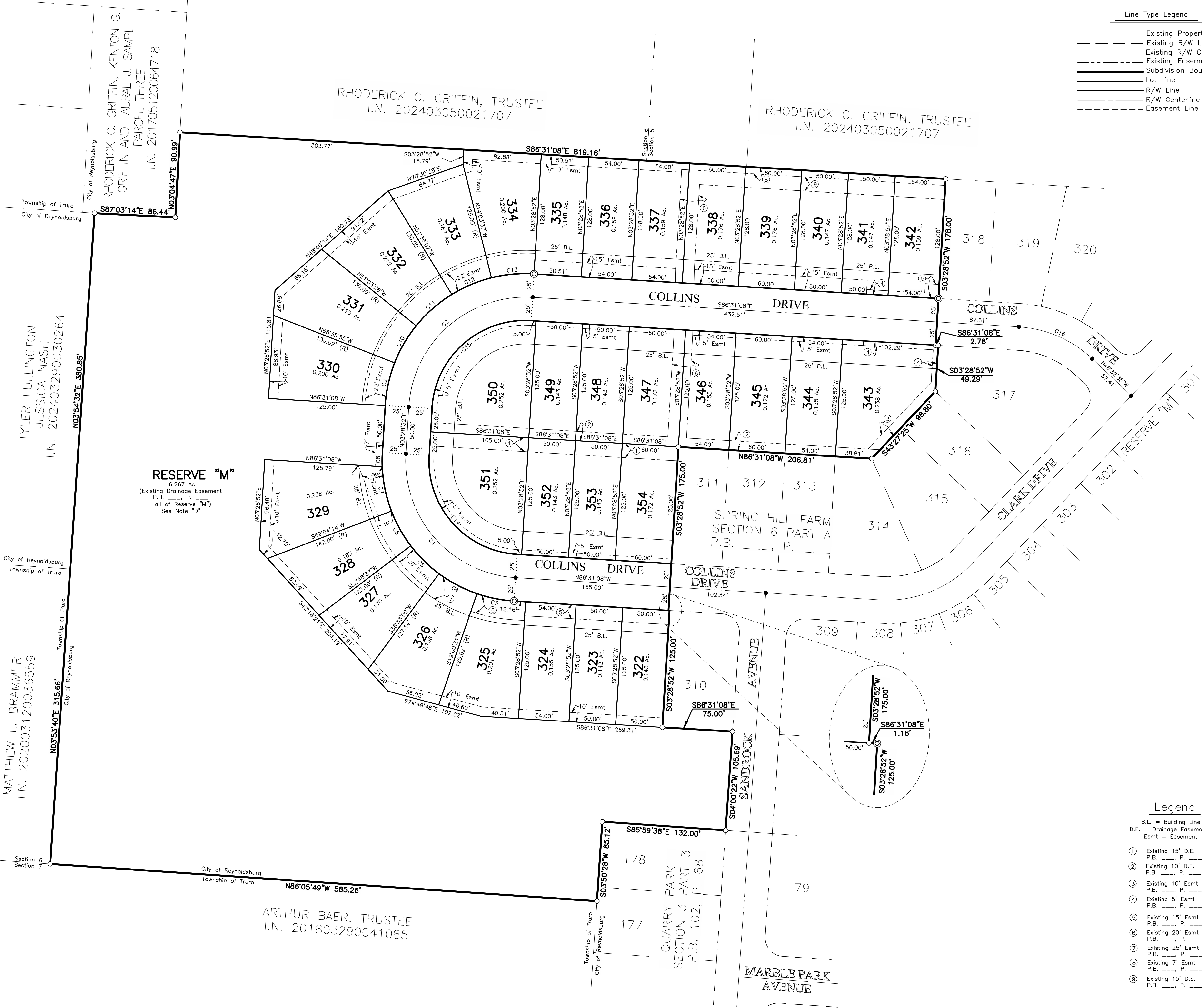
NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 6 Part B is out of the following Franklin County Parcel Numbers:

060-009329 13.320 Ac.

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

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

NOTE "F": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 6 Part B, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.



- Legend**
- B.L. = Building Line
 - D.E. = Drainage Easement
 - Esmt = Easement
 - ① Existing 15' D.E. P.B. _____, P. _____
 - ② Existing 10' D.E. P.B. _____, P. _____
 - ③ Existing 10' Esmt P.B. _____, P. _____
 - ④ Existing 5' Esmt P.B. _____, P. _____
 - ⑤ Existing 15' Esmt P.B. _____, P. _____
 - ⑥ Existing 20' Esmt P.B. _____, P. _____
 - ⑦ Existing 25' Esmt P.B. _____, P. _____
 - ⑧ Existing 7' Esmt P.B. _____, P. _____
 - ⑨ Existing 15' D.E. P.B. _____, P. _____

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	125.00'	196.35'	S 41°31'08" E	176.78'
C2	90°00'00"	125.00'	196.35'	S 48°28'52" W	176.78'
C3	15°31'39"	150.00'	40.65'	S 78°45'19" E	40.53'
C4	17°32'29"	150.00'	45.92'	S 62°13'15" E	45.74'
C5	16°15'37"	150.00'	42.57'	S 45°19'11" E	42.43'
C6	16°15'37"	150.00'	42.57'	S 29°03'35" E	42.43'
C7	18°32'31"	150.00'	48.54'	S 11°39'31" E	48.33'
C8	5°52'07"	150.00'	15.36'	S 00°32'48" W	15.36'
C9	17°55'13"	150.00'	46.92'	S 12°26'28" W	46.72'
C10	17°32'29"	150.00'	45.92'	S 30°10'20" W	45.74'
C11	19°27'19"	150.00'	50.93'	S 48°40'14" W	50.69'
C12	17°32'29"	150.00'	45.92'	S 67°10'08" W	45.74'
C13	17°32'29"	150.00'	45.92'	S 84°42'37" W	45.74'
C14	90°00'00"	100.00'	157.08'	S 41°31'08" E	141.42'
C15	90°00'00"	100.00'	157.08'	S 48°28'52" W	141.42'
C16	39°58'33"	125.00'	87.21'	N 66°31'52" W	85.46'

From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Cc: [Eric Meyer](#)
Subject: Re: Spring Hill Subdivision - Final Plat 6A & 6B
Date: Thursday, April 18, 2024 12:16:45 PM
Attachments: [Outlook-fpoiwwz.png](#)

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

Phoenix,

No comments about 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: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Wednesday, April 17, 2024 1:25 PM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Spring Hill Subdivision - Final Plat 6A & 6B

Lt. Schmidt,

I am sending you a Final Plat application for Spring Hill Subdivision off of Waggoner Road, along with related items that are scheduled for the May 5th 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 April 24th so that we can incorporate them in the staff report that goes out first thing April 25th.

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

Sincerely,

Phoenikx 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: [Mark Riley](#)
To: [Phoenix Buathier](#)
Cc: [Eric Meyer](#)
Subject: RE: Spring Hill Subdivision - Final Plat 6A & 6B
Date: Wednesday, April 17, 2024 2:36:13 PM

Phoenix,

Based on M/I Homes's communication with Director Doorman, I have no comments.

Kind regards,

Mark A. Riley
Public Service Manager

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6887 | **F** 614-322-6830
www.reynoldsburg.gov

mriley@reynoldsburg.gov

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Wednesday, April 17, 2024 1:25 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Spring Hill Subdivision - Final Plat 6A & 6B

Mark,

I am sending you a Final Plat application for Spring Hill Subdivision off of Waggoner Road, along with related items that are scheduled for the May 5th 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 April 24th so that we can incorporate them in the staff report that goes out first thing April 25th.

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



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
May 2, 2024**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Benner, Alabi, Kleckley, Ward, Brusk
ABSENT:

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 4/4/2024

Minutes stand approved.

Planning & Zoning Board - Regular Meeting - 4/18/2024

Minutes stand approved.

APPROVAL OF AGENDA

The applicant for item seven would like to table until the first meeting in June.
Mr. Furst: I move that we table application 2024-017 until the date indicated by staff.
Ms. Alabi: I second.

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

SWEARING IN OF SPEAKERS

Speakers for the evening sworn in by Mr. Furst.

PUBLIC COMMENT

No public comment.

UNFINISHED BUSINESS

NEW BUSINESS

App# 2024-0219; EMH&T for M/I Homes; Spring Hill Farm - Final Plat Phase 6A

Ms. Buathier read the staff report into the record.

Mr. Furst confirmed that the final plat is consistent with the preliminary plat and asked the board if they had any objections to the conditions that staff listed.

Mr. Furst: I have no objections to approving it based on the staff's report noting those conditions. I so move.

Mr. Benner: I second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Benner
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0220; EMH&T for M/I Homes; Spring Hill Farm - Final Plat Phase 6B

Ms. Buathier read the staff report into the record.

Mr. Furst: Similarly to the last application, I have no objections to the application approval, given those staff conditions. Does anyone else have any objections? Any additional comments? Questions? Hearing none, I move for approval of the application with the conditions noted by staff.

Mr. Brusk: I second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Brusk
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0217; 7324-7330 E. Main Street; Carter Bean; Certificate of Appropriateness New Main Building

Ms. Buathier read the staff report into the record.

Mr. Furst asked if the applicant would like to add anything. Mr. Bean from Bean Architects had nothing to add, just the changes noted in the staff report; windows, the stairs and electrical gear.

Mr. Furst: I do move that we accept the application as submitted.

Ms. Kleckley: Second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0218; 7324-7330 E. Main Street; Carter Bean; Certificate of Appropriateness Comprehensive Sign Plan

Ms. Buathier read the staff report into the record.

Mr. Bean had a question regarding the polycarbonate on the projecting signs. The intent of the package was to have a metal cabinet on the building, and they would apply graphics, either metal or polycarbonate. He asked if the graphics were allowed to be part polycarbonate.

Ms. Buathier explained that only wood and metal are permitted materials on projecting signs.

Mr. Bean agreed to all the conditions. He did propose an alternate to the views of the fixture due to lead times of the proposed materials. Mr. Bean noted that the alternate may play well into the photometric comment because this fixture can be angled further back towards the building, so there would be less down lighting on the sidewalk.

Mr. Furst asked if the applicant would be amenable to some limitations such as;

number of colors, defining text, etc.

Mr. Bean told the board the fixtures and the cabinets would all be black. The graphics would be in Dorian gray with black text. The idea is to have a standardized sign program across the entire building. The only variation would be based on each tenant in the allowable graphic area.

Mr. Furst asked if they had any objections to limiting the number of colors for the logo to a certain number. Mr. Bean explained this would be difficult to set a limitation for each tenant. That is a challenge for each tenant.

Ms. Buathier explained that the sign code standard allows four colors, and one of those could actually be the logo. If the logo has multiple colors, that is considered one color. Then they have three additional colors to choose from.

Mr. Furst agreed this was acceptable.

With the new information regarding the lighting, Ms. Buathier asked if they would be amenable to staff requiring the light not extend over 36 inches out of the building. Mr. Bean agreed. Ms. Buathier confirmed the lighting will still face down.

Ms. Buathier: With this new information, that's something that we typically recommend at the time that it's coming before the board. However, by looking at this and this information, the applicant has identified that it is gooseneck lighting, which is a permitted exterior type of lighting, and that it will not extend more than 36in, which is what was previously suggested in their proposed lighting on the first sheet. So overall, looking at this, in this case, staff would be amenable to accepting this as long as a condition is added that the gooseneck lighting will not extend more than 36in from the wall, that it is gooseneck lighting, and that it will be in the same location as the proposed other gooseneck lighting.

Mr. Furst: I move that we approve this application with staff's recommendation as just listed. In addition, all the staff recommendations are listed in the staff report.

Ms. Kleckley: I second.

RESULT:	Approved with conditions
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0210; 7330 E. Main Street; Stephen Zelahy of Advance Sign Company for Bruster's Real Ice Cream; Certificate of Appropriateness Signage

Ms. Buathier read the staff report into the record.

Mr. Zelahy: I'm from AdvanceD Sign Company. We're here today to talk about several signs at this new location. To answer the photometric plan, I guess will leave the balance of the burden of that to either Trivium members, or Mr. Bean. Then they'll give that to us. We will relay that to you with our drawings. I did have a new set of drawings I submitted to Phoenix, and John Haag submitted, and they do reflect a lot of these changes. We are missing the photometric plan. But we did show a clear vision of the nine-foot clearance for the projecting sign. There was a change in the graphic to the 33 square foot sign, and it was actually reduced to around 27-26 square feet. That was submitted. We did increase the panel border by two inches. We reduce both sides of the panels. The 24in square and reduced the projection down to six inches. We did add the right of way line, and that was also provided in one of Carter Bean's drawings with the right of way lines there. We have places on our drawings as well. And for the two code blocks, we redefine all the code blocks so that none of them are blurred out and everything's well-defined. So I guess, really at the end of the day, we're going to need that photometric plan, and we will be pretty much all good after that. And the revised gooseneck lighting.

Mr. Furst confirmed that if the landlord provided the photometric plan, if there were any conditions they would not be able to meet and the applicant agreed they could meet all the conditions.

Ms. Buathier made the applicant aware that until the comprehensive signing plan that was just approved, and all official documents are in order, this application will be on hold. That plan will be first and this second.

Mr. Benner: I don't see any questions. There is an extensive list of conditions and the applicant has agreed to meet all of these conditions. I move that this application be approved based on staff's recommendations, including the addition of the gooseneck lighting change.

Ms. Alabi: I second.

RESULT:	Approved with conditions
MOVER:	Benner
SECONDER:	Alabi
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0231; 7574 E. Main Street; Karna Lamichhane for Mega Mobile

Tech; Certificate of Appropriateness Signage

Ms. Buathier read the staff report into the record.

Mr. Furst asked the applicant if they would like to add anything and they did not. Mr Furst asked the applicant if they were amenable to the condition that they change the sign lettering to white. The applicant agreed to the condition.

Mr. Furst: I move that we approve this application as submitted with staff's recommendations as a condition.

Ms. Barnhart: I second.

RESULT:	Approved with conditions
MOVER:	Furst
SECONDER:	Barnhart
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

App# 2024-0172; 8050 E. Main Street; Bruce Sommerfelt & Kylie Cochran of Signcom, Inc. for Central Ohio Primary Care; Variance - Monument Sign

Item tabled to the first meeting in June.

App# 2024-0205; 1624 Brice Road; Aaron Shelton for Imagine Learning Academy; Conditional Use

Ms. Buathier read the staff report into the record.

Mr. Furst asked if the applicant would like to add anything. The applicant was not present. Mr. Furst noted that the previous Board of Zoning and Building Appeals Board frequently denied applications where the child care play areas are adjacent to parking lots due to the concerns listed in the staff's report.

Mr. Brusk agreed that it looks like a major problem as far as getting through without the cars going by, along with the cars that might be idling.

Mr. Furst: This application, based on the materials that were submitted here, does not meet the specific provisions and standards of the code. Speaking very frankly, when this application was submitted, and they mentioned that they were going to put 15 parking stalls on this property, I was scratching my head trying to figure out how that was even possible. I have concerns that this use would not be entirely safe for not only the patrons, but also the children who would be cared for at this facility. Given the layout here on the application.

Mr. Brusk also doesn't see any accessible parking spaces and feels that the layout is a prescription for disaster.

Ms. Barnhart expressed concern about the hours not being listed and potentially being outside of code requirements.

Mr. Furst moved to tabling the application to allow the applicant more time to present additional materials.

Mr. Benner expressed that he wasn't sure the board had to do that.

Mr. Furst asked Mr Shook for his input.

Mr. Shook explained that given the applicant is not present, it is not necessary if the board is inclined to deny the application.

Mr. Furst: I withdraw my motion and move that we deny this application based on staff's recommendation and the examination of the conditional use factors listed in section 1109.15D.

Ms. Alabi: I'll second.

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

App# 2024-0079; 5978 E. Livingston Avenue; Alsnaid Raed Mohammad for Quick Stop Market; Conditional Use

Ms. Buathier read the staff report into the record.

Mr. Scott: The client is prepared to do whatever is necessary for this property. They weren't able to commit financially until they knew if they could use this property for this usage.

Mr. Furst asked the applicant if they would be amenable to staff's recommendation that produce be defined as fresh fruits and vegetables.

Mr. Scott agreed and said they are willing to do whatever is necessary for the property to be upgraded, and they are prepared to do that.

Mr. Benner asked if a convenience store was permitted in the Innovation Zone, and it is not permitted. His concern is that the pictures look like a convenience store and not a small grocery store. He doesn't see the required fresh produce.

Mr. Scott assured the board this was an example of another store, but they would be fully obligated to the city requirements.

Mr. Benner asked if they would indeed meet the minimum square footage of actual fresh produce, not cold cuts. The applicant said, "absolutely".

Mr. Furst asked if the applicant would be amenable to the condition that, after a set number of days, they are subject to an inspection by code enforcement. The applicant is OK with that condition.

Mr. Benner: I recommend that this be approved with the conditions applied by staff, that fresh produce be defined as fruits and vegetables only, and that the applicant adhere to that definition.

Mr. Furst: I second.

RESULT:	Approved with conditions
MOVER:	Benner
SECONDER:	Furst
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

OTHER BUSINESS

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The Reynoldsburg Police Department is requesting \$250.00 be appropriated from the general fund to account 110.111.5207. This money was donated by Park National Bank for the purpose of National Night Out (Check # 653219).

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

WHEREAS, the Reynoldsburg Police Department has received a generous donation from Park National Bank of \$250.00 for the police National Night Out; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund and into the following police department funds.

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

SECTION 1. That an amount of \$250.00 in the unappropriated General Fund be and is hereby appropriated as follows:

\$250.00

110.111.5207

Law Enforcement Supplies

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

2 read emergency.

REASON FOR EMERGENCY:

Grant expiration date.

STAFF REPORT:

Requesting \$485,614.78 be unappropriated from the City's ARPA account (Reynoldsburg Police Employee Retention Fund (207) and appropriated to the following accounts:

\$10,314.92	Wages Chief
\$35,622.81	Wages Staff
\$439,677.00	Wages Enforcement

Should an employee leave prior to May 31, that person's funds would be re-distributed to the rest of the group's wage, but the total amount disbursed would not exceed \$485,614.78.

An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency

WHEREAS, the Reynoldsburg Police Department submitted and received a grant from the American Rescue Plan Act for funds to establish a Reynoldsburg Police Employee Retention program; and

WHEREAS, an amount of \$485,614.78 needs to be appropriated from the City's ARPA account.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, OHIO:

SECTION 1. That the Auditor is hereby authorized to appropriate an amount of \$485,614.78 from the unappropriated ARPA – Reynoldsburg Police Employee Retention Fund (207) to the following accounts:

\$ 35,622.81	207.000.5102 Wages Staff
\$ 10,314.92	207.000.5111 Wages Chief
\$439,677.00	207.000.5113 Wages Enforcement

SECTION 2. That should an employee leave prior to May 31st, that person's funds would be re-distributed to the rest of the group wages without exceeding the \$485,614.78.

SECTION 3. That this Ordinance is an emergency for the financial needs of the City to ensure funding is available. Therefore, upon adoption by Council, this Ordinance shall be effective immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 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 **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'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)

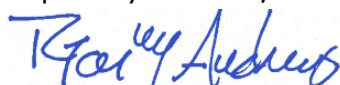
Description of Construction Phase Consultation/Task	Fee
<u>CONSTRUCTION CONSULTATION ALLOWANCE</u>	\$20,000.00

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 28, 2024

RE: An Ordinance Authorizing Adjustments in Appropriations for JEDDs 1, 2, 3, and 4, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

three read emergency waiving the 30 day period

REASON FOR EMERGENCY:

financial needs of the City and JEDDs to adjust the

STAFF REPORT:

J1 – reduced by \$140,000 (to \$520,000)
J2 – reduced by \$455,000 (to \$95,000)
J3 – increase by \$190,000 (to \$770,000)
J4 – increase by \$90,000 (to \$135,000)

AN ORDINANCE AUTHORIZING A CHANGE IN APPROPRIATIONS FOR VARIOUS CITY JEDD AGREEMENTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has several JEDD agreements that require distribution to multiple JEDD partners quarterly; and

WHEREAS, it is necessary for City Council to make adjustments to increase funds for JEDDs 3 and 4 and reduce funding for JEDDS 1 and 2.

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

SECTION 1. JEDD agreements require distribution of funds to all members associated with the JEDD agreements on a quarterly basis.

SECTION 2. That the following changes be made from the unappropriated JEDD funds and to

the JEDD Funds as follows:

Reductions

JEDD 1	941.000.5529	\$140,000
JEDD 2	942.000.5529	\$455,000

Increases

JEDD 3	943.000.5529	\$190,000
JEDD 4	944.000.5529	\$ 90,000

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for the acceptance and distribution of JEDD funds. Upon passage by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

WHEREAS, the Ohio Attorney General, Collections Enforcement Unit, offers debt collection services to local political subdivisions for the purpose of collection delinquent taxes, court costs, property damage, and statutory fees; and

WHEREAS, the City of Reynoldsburg has identified a need for the services of the Ohio Attorney General for the collection of delinquent debt, which is provided at no cost to the City; and

WHEREAS, this Council finds that utilization of the services of the Ohio Attorney General with debt collection is in the best interests of the City.

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

Section 1. The Mayor is hereby authorized to enter into a Debt Collection Agreement with the Ohio Attorney General in substantial the same for as that which is attached hereto as Exhibit

A.

Section 2. This Resolution shall take effect immediately upon the signature of the Mayor.



**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this “Agreement”) is between the Ohio Attorney General (hereinafter “Attorney General”) and (Political Subdivision”), collectively referenced herein as the “Parties.”

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code (“O.R.C.”) § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed (“Effective Date”).

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit “A” (hereinafter the “Debt”). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit “A” pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit “A” shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

_____,
Date

OHIO ATTORNEY GENERAL
DAVE YOST

By:

Lucas Ward
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General.
All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____,

, on _____, _____ is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____, _____,
Date

_____, _____,
Date

_____, _____,
Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____, _____,
Date

EXHIBIT “C”
SERVICE LEVEL AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ Date
Lucas Ward
Section Chief



Local Government Debt Collection Business Rules

- Account Certifications
 - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
 - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type.
- Examples of Categories of Debt to be certified:
 - Statutory fees as assessed by a Political Subdivision
 - Civil and domestic court costs
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified
 - Municipal taxes, EMS debts, property damage, parking tickets
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes
 - Debt from a school system must be as a result of a contractual agreement
 - Debt must be less than 10 years old.
- Examples of Categories of Debt NOT to be certified:
 - Debt that is against a juvenile
 - Debt against a presently incarcerated individual
 - Debt that is involved in a bankruptcy, rental, or foreclosure action
 - Debt from any type of utility
 - Debt resulting from code enforcement violations
 - Debt resulting from a red light camera violation/citation

- Life of a Debt
 - Debt will be worked by the AGO in-house local debt collectors up to 180 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.
 - Accounts may then be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 365 days subsequent to the AGO collection efforts. The 365 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
 - External private attorneys (Special Counsel) may then be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor. Tax accounts may be assigned to special counsel instead of Third Party Vendors. Those special counsel shall be 1075 compliant.
 - On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
 - If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture, racino/casino offset, sports gambling offset and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
 - Local debt will not be combined with any state debt owed for collection purposes.
 - The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
 - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
 - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write off of Debts
 - Client may choose to write off debt by their indication on their Service Level Agreement which must be 10 years or less.
 - Accounts can also be closed and returned to client upon request.
- Payment Processing and Accounting Issues:
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
- Direct Payments:
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.
 - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to the AGO with the account number on it to:

Ohio Attorney General
PO Box 89471
Cleveland, Ohio 44101
 - Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- Reversals
 - Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
 - When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
 - However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- Reporting
 - Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
 - Full debt inventory is available in Compass in reports generated monthly.
 - All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jennifer Zap
Jennifer.Zap@ohioattorneygeneral.gov
 Direct: 330-884-7519



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Enter Into a Debt Collection Agreement with the Ohio Attorney General's Office for the Collection of Delinquent Debt

WHEREAS, the Ohio Attorney General, Collections Enforcement Unit, offers debt collection services to local political subdivisions for the purpose of collection delinquent taxes, court costs, property damage, and statutory fees; and

WHEREAS, the City of Reynoldsburg has identified a need for the services of the Ohio Attorney General for the collection of delinquent debt, which is provided at no cost to the City; and

WHEREAS, this Council finds that utilization of the services of the Ohio Attorney General with debt collection is in the best interests of the City.

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

Section 1. The Mayor is hereby authorized to enter into a Debt Collection Agreement with the Ohio Attorney General in substantial the same for as that which is attached hereto as Exhibit

A.

Section 2. This Resolution shall take effect immediately upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 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 28, 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.

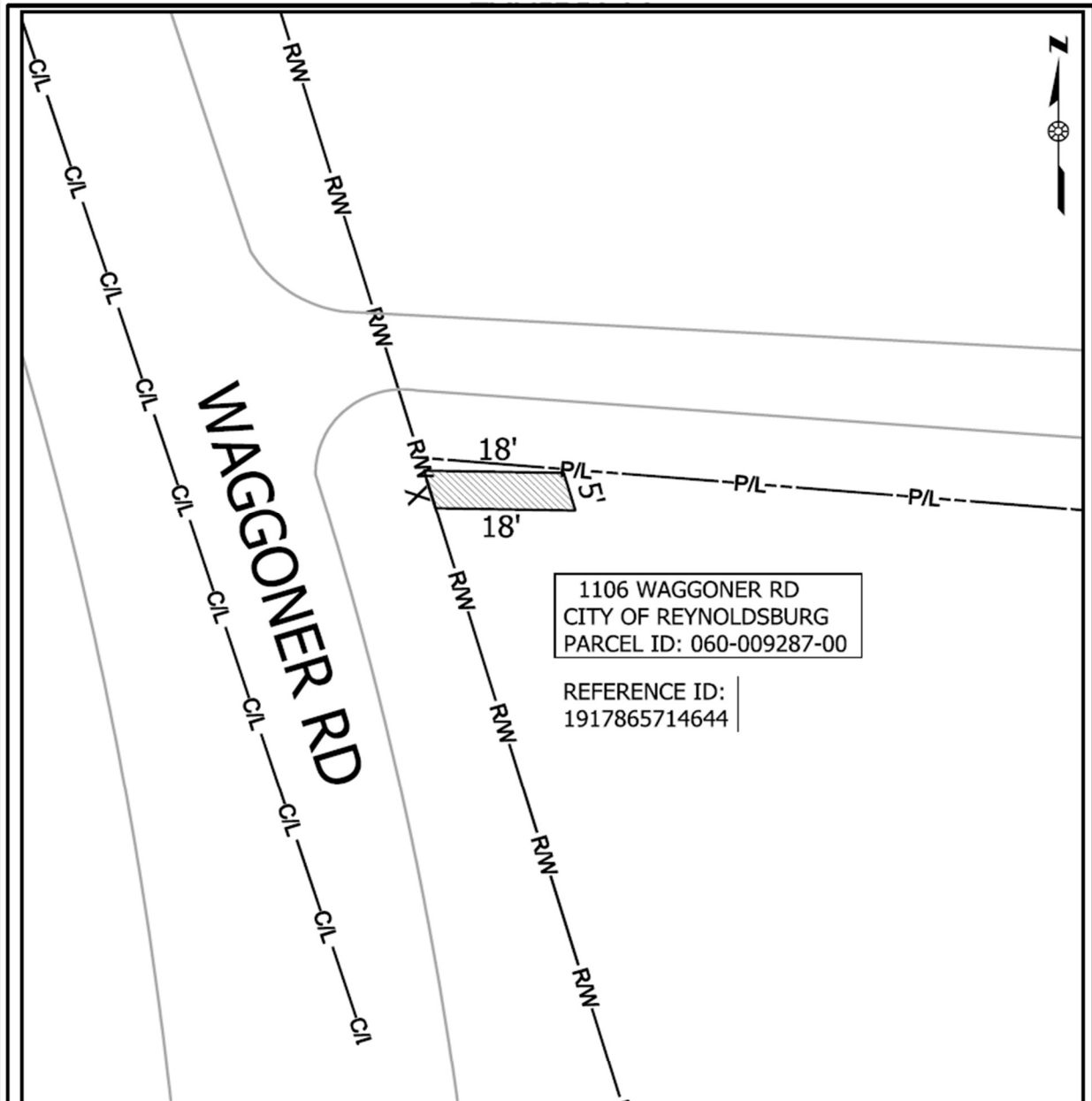
Notary Public

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"



 OHIO POWER COMPANY	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 28, 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 28, 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 28, 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 28, 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 **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'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 28, 2024

RE: An Ordinance to Approve the Final Plat for the M/I Home Development at Spring Hill Farm Phases 6A & 6B

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Approve the Final Plat Plans Section 6, Parts A & B for the Spring Hill Farm Development Project

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE M/I HOMES DEVELOPMENT AT SPRING HILL FARM PHASE 6A & 6B

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat for Section 6, Parts A & B for approval of 65 lots; and

WHEREAS, the Planning and Zoning Board met on May 2, 2024, reviewed and approved the additional development plan for Spring Hill Farm, Section 6, Parts A & B.

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

SECTION 1: That the Phase 6 Plat for Spring Hill Farm, particularly described as follows, be approved:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Section 5, Township 16, Range 20, Refugee Lands, containing 65 lots being comprised of a part of the tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the City Engineer has certified Spring Hill Farm meets all requirements.

SECTION 3: That said plats for Spring Hill Farm are attached to this Ordinance as Exhibit A

and are made a part herein.

SECTION 4: 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 28, 2024

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund to the Police Department for Donated Monies

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The Reynoldsburg Police Department is requesting \$250.00 be appropriated from the general fund to account 110.111.5207. This money was donated by Park National Bank for the purpose of National Night Out (Check # 653219).

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

WHEREAS, the Reynoldsburg Police Department has received a generous donation from Park National Bank of \$250.00 for the police National Night Out; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund and into the following police department funds.

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

SECTION 1. That an amount of \$250.00 in the unappropriated General Fund be and is hereby appropriated as follows:

\$250.00	110.111.5207	Law Enforcement Supplies
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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 28, 2024

RE: An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

2 read emergency.

REASON FOR EMERGENCY:

Grant expiration date.

STAFF REPORT:

Requesting \$485,614.78 be unappropriated from the City's ARPA account (Reynoldsburg Police Employee Retention Fund (207) and appropriated to the following accounts:

\$10,314.92	Wages Chief
\$35,622.81	Wages Staff
\$439,677.00	Wages Enforcement

Should an employee leave prior to May 31, that person's funds would be re-distributed to the rest of the group's wage, but the total amount disbursed would not exceed \$485,614.78.

n Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department, and Declaring an Emergency

WHEREAS, the Reynoldsburg Police Department submitted and received a grant from the American Rescue Plan Act for funds to establish a Reynoldsburg Police Employee Retention program; and

WHEREAS, an amount of \$485,614.78 needs to be appropriated from the City's ARPA account.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, OHIO:

SECTION 1. That the Auditor is hereby authorized to appropriate an amount of \$485,614.78 from the unappropriated ARPA – Reynoldsburg Police Employee Retention Fund (207) to the following accounts:

\$ 35,622.81	207.000.5102 Wages Staff
\$ 10,314.92	207.000.5111 Wages Chief
\$439,677.00	207.000.5113 Wages Enforcement

SECTION 2. That should an employee leave prior to May 31st, that person's funds would be re-distributed to the rest of the group wages without exceeding the \$485,614.78.

SECTION 3. That this Ordinance is an emergency for the financial needs of the City to ensure funding is available. Therefore, upon adoption by Council, this Ordinance shall be effective immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 2024

RE: An Ordinance Authorizing Adjustments in Appropriations for JEDDs 1, 2, 3, and 4, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

three read emergency waiving the 30 day period

REASON FOR EMERGENCY:

financial needs of the City and JEDDs to adjust the

STAFF REPORT:

J1 – reduced by \$140,000 (to \$520,000)
J2 – reduced by \$455,000 (to \$95,000)
J3 – increase by \$190,000 (to \$770,000)
J4 – increase by \$90,000 (to \$135,000)

**AN ORDINANCE AUTHORIZING A CHANGE IN APPROPRIATIONS FOR VARIOUS CITY
JEDD AGREEMENTS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg has several JEDD agreements that require distribution to multiple JEDD partners quarterly; and

WHEREAS, it is necessary for City Council to make adjustments to increase funds for JEDDs 3 and 4 and reduce funding for JEDDS 1 and 2.

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

SECTION 1. JEDD agreements require distribution of funds to all members associated with the JEDD agreements on a quarterly basis.

SECTION 2. That the following changes be made from the unappropriated JEDD funds and to

the JEDD Funds as follows:

Reductions

JEDD 1	941.000.5529	\$140,000
JEDD 2	942.000.5529	\$455,000

Increases

JEDD 3	943.000.5529	\$190,000
JEDD 4	944.000.5529	\$ 90,000

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for the acceptance and distribution of JEDD funds. Upon passage by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 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 28, 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.

(~~p~~q) "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.

(~~q~~r) "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.

(~~r~~s) "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.

(~~s~~t) "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.

(~~t~~u) "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.

(~~u~~v) "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~~w) "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 28, 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 28, 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 28, 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.

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FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

DESCRIPTION

For 2019 Actual For 2020 Actual For 2021 Actual For 2022 Actual 2023 Actual 2024 Estimate 2025 Estimate

REVENUES

Local Taxes

General Property Tax --- Real Estate	278,686	283,036	329,788	334,029	331,364	333,000	335,000
Tangible Personal Property Tax	0	0	0	0	0	0	0
Municipal Income Tax	18,361,232	17,010,420	22,801,566	22,225,795	21,075,812	20,000,000	22,108,458
Other Local Taxes	504,334	391,868	561,226	500,535	516,430	575,000	575,450
Total Local Taxes	19,144,252	17,685,324	23,692,580	23,060,359	21,923,606	20,908,000	23,018,908

Intergovernmental Revenues

State Shared Taxes and Permits

Local Government	783,440	737,753	890,673	881,451	941,903	875,000	950,000
Local Government (State Share)	62,882	138,583	172,670	206,453	214,650	175,000	215,000
Estate Tax		0	186	0	0	0	0
Cigarette Tax	1,347	1,382	1,322	1,404	1,418	1,300	1,400
License Tax							
Liquor and Beer Permits	43,491	42,297	30,284	57,517	49,476	43,000	50,000
Gasoline Tax							
Library and Local Government Support Fund							
Property Tax Allocation - Homestead & Rollback	37,438	37,356	41,962	41,447	43,712	40,000	43,000
Other State Shared Taxes and Permits	0	0	0	0	0	0	0
Total State Shared Taxes and Permits	928,598	957,371	1,137,097	1,188,272	1,251,159	1,134,300	1,259,400

Federal Grants or Aid
State Grants or Aid
Other Grants or Aid

	15,743	0	0	0	0	0	0
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Total Intergovernmental Revenues

	944,341	957,371	1,137,097	1,188,272	1,251,159	1,134,300	1,259,400
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Special Assessments

Charges For Services
Fines, Licenses, and Permits
Miscellaneous - Interest
Other Financing Sources:
Proceeds from Sale of Debt
Transfers
Advances
Other sources

	40,106	38,603	42,034	67,952	38,032	42,172	50,100
	731,789	705,692	730,035	685,630	1,234,989	750,000	1,000,800
	657,839	456,874	249,850	453,007	1,240,795	450,000	1,000,800
	1,292,631	1,808,873	1,162,130	1,337,216	1,485,166	1,200,000	1,237,276

TOTAL REVENUE

	22,810,958	21,652,737	27,013,726	26,792,436	27,173,747	24,484,472	27,567,284
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FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>For 2018</u> <u>Actual</u>	<u>For 2019</u> <u>Actual</u>	<u>For 2020</u> <u>Actual</u>	<u>For 2021</u> <u>Actual</u>	<u>For 2022</u> <u>Actual</u>	<u>For 2023</u> <u>Actual</u>	<u>For 2024</u> <u>Estimate</u>	<u>For 2025</u> <u>Estimate</u>
EXPENDITURES								
Security of Persons and Property								
Personal Services	8,953,765	9,853,840	8,333,367	11,098,310	11,719,475	12,305,296	12,705,218	13,340,479
Travel Transportation								
Contractual Services	414,455	558,232	447,641	524,689	481,433	721,881	736,319	751,045
Supplies and Materials	282,079	454,775	278,724	264,682	361,583	345,872	352,789	359,845
Capital Outlay	731,821	452,111	232,023	326,870	408,842	564,147	575,430	586,939
Total Security of Persons and Property	10,382,120	11,318,958	9,291,755	12,214,551	12,971,333	13,937,196	14,369,756	15,038,308
Public Health Services								
Personal Services								
Travel Transportation								
Contractual Services	302,551	319,732	333,255	343,974	351,003	392,633	400,486	408,495
Supplies and Materials								
Capital Outlay								
Total Public Health Services	302,551	319,732	333,255	343,974	351,003	392,633	400,486	408,495
Leisure Time Activities								
Personal Services	896,461	1,170,493	1,141,344	1,327,913	1,421,741	1,649,805	1,699,299	1,784,264
Travel Transportation	0	0	0	0	0	0	0	0
Contractual Services	392,081	613,656	366,710	611,223	596,230	812,365	828,612	845,185
Supplies and Materials	219,581	231,129	115,893	225,092	239,498	279,323	284,909	290,608
Capital Outlay	291,077	111,858	28,455	30,209	213,960	182,276	185,922	189,640
Total Leisure Time Activities	1,799,200	2,127,136	1,652,402	2,194,437	2,471,429	2,923,769	2,998,742	3,109,696
Community Environment								
Personal Services	774,839	870,135	1,001,786	1,061,422	1,381,616	1,599,460	1,647,444	1,729,816
Travel Transportation	0	0	0	0	0	0	0	0
Contractual Services	649,743	622,520	547,567	608,100	506,964	918,565	936,936	955,675
Supplies and Materials	16,033	20,682	11,987	18,492	23,412	32,498	33,148	33,811
Capital Outlay	0	5,000	0	5,000	0	0	0	0
Total Community Environment	1,440,615	1,518,337	1,561,340	1,693,014	1,911,992	2,550,523	2,617,528	2,719,302
Basic Utility Service								
Personal Services								
Travel Transportation								
Contractual Services								
Supplies and Materials								
Capital Outlay								
Total Basic Utility Services								

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>For 2019</u> <u>Actual</u>	<u>For 2020</u> <u>Actual</u>	<u>For 2021</u> <u>Actual</u>	<u>For 2022</u> <u>Actual</u>	<u>For 2023</u> <u>Actual</u>	<u>For 2024</u> <u>Estimate</u>	<u>For 2025</u> <u>Estimate</u>
EXPENDITURES (Continued)							
Transportation							
Personal Services							
Travel Transportation							
Contractual Services							
Supplies and Materials							
Capital Outlay							
Total Transportation							
General Government							
Personal Services	2,417,432	2,561,109	2,509,196	2,673,317	2,765,364	2,848,325	2,990,741
Travel Transportation	0	0	0	0	0		
Contractual Services	1,174,431	1,568,936	1,333,236	1,662,493	1,881,241	1,918,866	1,957,243
Supplies and Materials	145,482	123,087	125,007	103,095	118,202	120,566	122,977
Capital Outlay	525,899	71,021	106,569	131,606	240,620		
Total General Government	4,263,244	4,324,153	4,074,008	4,570,511	5,005,427	4,887,757	5,070,962
Debt Service							
Redemption of Principal							
Interest							
Other Debt Service							
Total Debt Service							
Other Uses of Funds							
Transfers		39,722	4,704,580	1,864,364	350,038		
Advances							
Contingencies							
Other Uses of Funds							
Total Other Uses of Funds	0	39,722	4,704,580	1,864,364	350,038	0	0
TOTAL EXPENDITURES	19,547,407	17,202,627	25,224,564	24,140,632	25,159,586	25,274,269	26,346,763
Revenues Over (Under) Expenditures	3,263,551	4,450,110	1,789,162	2,651,804	2,014,161	(789,797)	1,220,521
Beginning Cash Fund Balance	6,641,327	9,904,878	14,354,988	16,144,150	18,795,953	20,810,115	20,020,318
Ending Cash Fund Balance	9,904,878	14,354,988	16,144,150	18,795,953	20,810,115	20,020,318	21,240,839
Estimated Encumbrances (outstanding at year end)	1,021,472	1,088,658	1,261,006	1,498,638	2,806,989	1,300,000	1,500,000
Estimated Ending Unencumbered Fund Balance	8,883,406	13,266,330	14,883,144	17,297,315	18,003,126	18,720,318	19,740,839
Fund Balance % of expenditures	51%	83%	64%	78%	83%	79%	81%

FUND NAME: POLICE PENSION FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

DESCRIPTION	For 2019		For 2020		For 2021		For 2022		For 2023		For 2024		For 2025	
	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate
REVENUE														
Real Estate & Public Utility Taxes	192,464		195,047		230,047		233,204		230,806		233,000		250,000	
Tangible Personal Property Tax	0		0		0		0		0		0		0	
Trailer Tax	261		150		327		339		255		325		250	
Real Property Tax - Homestead	23,934		23,995		28,029		28,060		27,922		30,000		28,000	
TOTAL REVENUE	216,659		219,192		258,403		261,603		258,983		263,325		278,250	
EXPENDITURES														
Police Pension Expenses	202,836		152,949		153,158		153,263		303,194		275,000		350,000	
TOTAL EXPENDITURES	202,836		152,949		153,158		153,263		303,194		275,000		350,000	
Revenues Over (Under) Expenditures	13,823		66,243		105,245		108,340		(44,211)		(11,675)		(71,750)	
Beginning Cash Fund Balance	138,199		152,022		218,265		323,510		431,851		387,640		375,965	
Ending Cash Fund Balance	152,022		218,265		323,510		431,851		387,640		375,965		304,215	
Estimated Encumbrances (outstanding at end of year)	0		0		0		0		0		0		0	
Estimated Ending Unencumbered Fund Balance	152,022		218,265		323,510		431,851		387,640		375,965		304,215	

FUND NAME: GENERAL DEBT RETIREMENT FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - DEBT SERVICE

<u>DESCRIPTION</u>	For 2019	For 2020	For 2021	For 2022	For 2023	For 2024	For 2025
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>
REVENUE							
Real Estate & Public Utility Tax							
Tangible Personal Property Tax							
Trailer Tax							
Real Property Tax - Rollback							
Sale of Bonds							
Sale of Notes							
Operating Transfers							
Operating Transfers - Income Tax							
Interest Earned							
Miscellaneous Reimbursements Oh Health							
TOTAL REVENUE	3,018,285	2,796,233	3,748,203	3,653,555	3,464,515	3,060,000	3,634,267
		155,362	245,565	192,017	209,473	209,475	209,475
	3,018,285	2,951,595	3,993,768	3,845,572	3,673,988	3,269,475	3,843,742
EXPENDITURES							
Registrar/Agent Fees							
Expense of Issue							
G.O. Note - Principal							
G.O. Bond Principal							
G.O. Note - Interest							
G.O. Bond - Interest							
Payment to Refunded Bond Escrow Agent							
	1,886,891	1,863,557	1,868,558	1,883,557	1,746,634	1,666,634	1,621,633
	1,236,739	1,191,961	1,145,755	1,098,576	1,049,882	1,000,926	952,476
TOTAL EXPENDITURES	3,123,630	3,055,518	3,014,313	2,982,133	2,796,516	2,667,560	2,574,109
Revenues Over (Under) Expenditures	(105,345)	(103,923)	979,455	863,439	877,472	601,915	1,269,633
Beginning Cash Fund Balance							
Ending Cash Fund Balance	2,783,869	2,678,524	2,574,601	3,554,056	4,417,495	5,294,967	5,896,882
Estimated Encumbrances (outstanding at end of year)	2,678,524	2,574,601	3,554,056	4,417,495	5,294,967	5,896,882	7,166,515
Estimated Ending Unencumbered Fund Balance	0	0	0	0	0	0	0
	2,678,524	2,574,601	3,554,056	4,417,495	5,294,967	5,896,882	7,166,515

FUND All Funds Not Listed on Exhibits I or II	Estimated Unencumbered Fund Balance 1/1/2025	2025 Estimated Receipt	Available For Expenditure	2025 Expenditures & Encumbrances			Estimated Unencumbered Fund Balance 12/31/25
				Personal Services	Other	Total	
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	4,189,282	890,950	5,080,232	152,000	572,220	724,220	4,356,012
Permissive Tax	722,000	280,000	1,002,000	0	560,000	560,000	442,000
Sewer Capacity	287,987	352,300	640,287	0	244,800	244,800	395,487
Street	2,603,055	2,165,000	4,768,055	772,500	1,020,000	1,792,500	2,975,555
State Highway	563,976	174,500	738,476	0	96,900	96,900	641,576
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	70,824	20,000	90,824	0	15,000	15,000	75,824
Drug Enforcement	54,925	7,500	62,425	0	1,020	1,020	61,405
Safety Belt Program	4,376	0	4,376	0	0	0	4,376
DUI Education	17,760	2,000	19,760	0	2,040	2,040	17,720
Federal Forfeiture	20,846	1,000	21,846	0	0	0	21,846
Computerization Needs (court)	144,000	15,000	159,000	0	75,000	75,000	84,000
Law enforcement Asst Fund	92,102	15,000	107,102	0	1,020	1,020	106,082
Indigent Drivers Interlock Fund	16,078	0	16,078	0	0	0	16,078
Endowments and Contributions	392,342	0	392,342	0	0	0	392,342
Reynoldsburg Recovery Court	14,160	20,000	34,160	0	25,500	25,500	8,660
TOTAL SPECIAL REVENUE FUNDS							
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	290,000	0	290,000	0	0	0	290,000
TOTAL DEBT SERVICE FUNDS							
CAPITAL PROJECT FUNDS							
Capital Improvements	4,402,000	6,542,834	10,944,834	0	8,000,000	8,000,000	2,944,834
Sidewalk Construction	844,000	60,000	904,000	0	408,000	408,000	496,000
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS							

FUND

All Funds Not Reported on
Exhibits I or II

PROPRIETARY:

ENTERPRISE FUNDS

	Estimated Unencumbered Fund Balance 01/01/25	Estimated Receipts 2025	Total Available For Expenditures	2025 Encumbrances and Expenditures Personal Services	Other	Total	Estimated Unencumbered Fund Balance 12/31/25
Water	6,230,500	8,381,000	14,611,500	566,500	7,038,000	7,604,500	7,007,000
Sewer	5,110,000	7,625,000	12,735,000	618,000	6,120,000	6,738,000	5,997,000
Utility Deposits	120,263	2,000	122,263	0	10,200	10,200	112,063
Storm Water	2,308,000	2,161,000	4,469,000	412,000	1,530,000	1,942,000	2,527,000
Solid Waste	212,000	2,575,000	2,787,000	0	2,448,000	2,448,000	339,000
TOTAL ENTERPRISE FUNDS	13,980,763	20,744,000	34,724,763	1,596,500	17,146,200	18,742,700	15,982,063

TOTAL ENTERPRISE FUNDS

FIDUCIARY:

TRUST AND AGENCY FUNDS

Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	0
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	0	0	0	0	0	0	0
Supervision and Inspection	238,000	500,000	738,000	0	364,140	364,140	50,000
Plot Grade and Utility	105,000	135,000	240,000	0	140,000	140,000	100,000
Unclaimed Funds	30,675	6,100	36,775	0	2,725	2,725	34,050
Employee Fund	2,140	500	2,640	0	510	510	2,130
School Ski Club	0	0	0	0	0	0	0
Miscellaneous Trust	225,000	390,000	615,000	0	400,000	400,000	215,000
Board of Building Standards	20,157	15,000	35,157	0	9,500	9,500	25,657
Visitors Bureau	0	110,000	110,000	0	110,000	110,000	0
Sewer Capacity Charge - Columbus	26,000	350,000	376,000	0	350,000	350,000	26,000
Engineering Fees/Plan Reviews	100,000	60,000	160,000	0	46,000	46,000	114,000
Taylor Square School TIEF	850,000	1,700,000	2,550,000	0	1,700,000	1,700,000	850,000
Brice - Main TIF	20,000	275,000	295,000	0	275,000	275,000	20,000
Kroger Tif	79,000	0	79,000	0	0	0	79,000
Summit Rd Tif #1	155,276	45,000	200,276	0	1,248	1,248	199,028
Taylor Rd Tif #1	271,494	100,000	371,494	0	312	312	371,182
Taylor Rd Tif #2	20,749	35,000	55,749	0	52	52	55,697
Broad Street TIF	0	200,000	200,000	0	14,000	14,000	186,000
2018 Main/Brice TIF	0	1,500,000	1,500,000	0	20,000	20,000	1,480,000
JEDD # 1	10,000	600,000	610,000	0	600,000	600,000	10,000
JEDD # 2	10,000	125,000	135,000	0	125,000	125,000	10,000
JEDD # 3	50,000	600,000	650,000	0	600,000	600,000	50,000
JEDD # 4	1,000	200,000	201,000	0	200,000	200,000	1,000
JEDD #7	8,000	360,000	368,000	0	360,000	360,000	8,000
TOTAL TRUST AND AGENCY FUNDS	2,239,046	7,306,600	9,545,646	0	5,318,488	3,399,488	2,141,743

TOTAL TRUST AND AGENCY FUNDS

TOTAL FOR MEMORANDUM ONLY

16,219,809 28,050,600 44,270,409 1,596,500 22,464,688 22,142,188 18,123,806

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2024	Amount Budgeted 2024	Source Fund
TOTAL	0	0	0	

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29, Revised Code)

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

PURPOSE OF BONDS
AND NOTESAuthority for
Levy Outside
10 Mill LimitDate of
IssueDate
DueOrdinance/
ResolutionSerial
or TermRate of
InterestAmounts of Bonds
& Notes Outstanding
as of 1/1/2025Amount Required
for Principal and
Interest 2025Source Fund to Pay
Debt Payments

INSIDE 10 MILL LIMIT

Main Street Phase 1	2023	2045	Ord 85-20	S	0	458,348	21,826	Debt Retirement
Public Safety Building	4/26/16	2025	Ord 85-15	S	2.163	410,000	418,868	Debt Retirement
Commercial Corridor II Partial Refunding	2012	2025	Ord 81-12	S	1.7	490,000	498,330	Debt Retirement
Brice Road Corridor Improvements	2016	2036	Ord 22-13	S	0	651,281	54,273	Debt Retirement
2017 Stormwater Project	2017	2026	Ord 15-17	S	2.26	240,000	125,424	Stormwater Fund
2017 Main St Waterline Replacement	2017	2026	Ord 16-17	S	2.26	325,000	167,345	Water Fund
Livingston Ave Improvements	2018	2036	Ord 22-16	S	0	186,410	15,534	Debt Retirement
YMCA Community Center	2018		Ord 62-18	S	3.5	24,800,000	1,565,278	Debt Retirement
TOTAL						27,561,039	2,866,878	

OUTSIDE 10 MILL LIMIT:

TOTAL

0.00

0.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: May 28, 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 Prasher, 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 28, 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.
- **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 28, 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.

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- 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;
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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;
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 - (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;
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 - (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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