



Shanette Strickland, President
Julie Towns, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Erin Hill, Ward 4
Barth Cotner, At-Large
Mildred Johnson, At-Large
Stacie A. Baker, At-large

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, April 28, 2025

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

- a. Regular Meeting Minutes of April 14, 2025

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. APPEAL HEARING

- a. Appeal Hearing of the Planning & Zoning Board March 20, 2025 Decision for Application #2024-0770 for 6008-6014 East Livingston Avenue

9. PROCLAMATIONS

- a. A Proclamation Recognizing April as Autism Awareness Month
- b. A Proclamation Honoring the Reynoldsburg High School Mock Trial Team

10. COMMUNICATIONS

- a. Treasury Board Minutes April 2025

11. REPORTS

a. West Licking Fire District

1. West Licking Fire District March 2025 Report

b. Development, Parks & Recreation Committee

1. An Ordinance Creating a Designated Outdoor Refreshment Area (DORA) and Establishing Safety and Sanitation Plans

c. Public Safety, Law & Courts Committee

1. An Ordinance to Amend Section 505.03 Animals Running At Large of the Codified Ordinances for the City of Reynoldsburg

d. Public Service & Transportation Committee

1. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to a Feasibility Study for an East Main Street Sidewalk Connection and Appropriating Funds
2. A Resolution Suspending Enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg During the Month of May, Under Certain Conditions
3. A Resolution Authorizing the Mayor to Purchase a Chassis-Mounted Leaf Collector for the Street Department
4. A Resolution Authorizing the Mayor to Purchase a Dinkmar Leaf Master for the Street Department and Waive Competitive Bidding

e. Finance & Administration Committee

1. An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, and Declaring an Emergency
2. A Resolution Authorizing the Mayor to Establish Membership with the Meta Solutions Purchasing Cooperative
3. A Resolution Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at Their Facility

12. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Suspending Enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg During the Month of May, Under Certain Conditions
- b. A Resolution Authorizing the Mayor to Purchase a Chassis-Mounted Leaf Collector for the Street Department
- c. A Resolution Authorizing the Mayor to Purchase a Dinkmar Leaf Master for the Street Department and Waive Competitive Bidding

- d. A Resolution Authorizing the Mayor to Establish Membership with the Meta Solutions Purchasing Cooperative
- e. A Resolution Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at Their Facility

13. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Execute an Agreement with CORE5 Industrial Partners, LLC, or an Affiliate, Providing for a Project and Property Tax Exemption Pursuant to the City's Community Reinvestment Area Program, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with Law General Contracting Pertaining to the City's 2025 Street Improvement Project (Alley), Appropriating Funds, and Declaring an Emergency
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the City's 2025 Street Maintenance Program, Appropriating Funds, and Declaring an Emergency
- d. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Summit Road Engineering Design Services (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds, and Declaring an Emergency
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with the Steelworkers Union for the Period Beginning January 1, 2025 through December 31, 2027, and Declaring an Emergency
- f. An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, and Declaring an Emergency

14. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Creating a Designated Outdoor Refreshment Area (DORA) and Establishing Safety and Sanitation Plans
- b. An Ordinance to Amend Section 505.03 Animals Running At Large of the Codified Ordinances for the City of Reynoldsburg
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to a Feasibility Study for an East Main Street Sidewalk Connection and Appropriating Funds

15. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the Mayor to Accept the Central Ohio Primary Care (COPC) Project and Associated Public Infrastructure Improvements
- b. An Ordinance to Amend Chapter 751 Home Sales of the Codified Ordinances for the City of Reynoldsburg

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. May 1, 2025 Planning & Zoning
- May 12, 2025 Council
- May 15, 2025 Planning & Zoning
- May 26, 2025 Memorial Day City Offices Closed
- May 27, 2025 Council

18. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 14, 2025**

CALL TO ORDER

Council President Shanette Strickland called the meeting to order at 6:32 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Cotner, Baker, Johnson, Strickland, Towns, Salvati, Pyakurel, Hill
ABSENT:

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes of March 24, 2025

The regular meeting minutes of March 24, 2025 were approved as submitted.

COMMUNITY COMMENTS

**Griffin Briley
7982 Ambrose Bend**

Mr. Briley stated that he had attended Council to discuss the proposed DORA. As a server, he has seen intoxicated people many times. He stated that it can be a truly terrifying thing to witness. He explained that he understands that most people do drink safely, but he fears for the ones that do not. He stated that drunk people do not care about the zones they are permitted to be in, they don't care about laws, and they don't care about the sanctity of your home. He explained that an intoxicated person tried to break into his home and pounded on the door, peered through windows, and circled his home. He stated that while the proposed DORA is not next to his residence, it is within walking distance, and he fears for the safety of his family and his community. He explained that he is not fully against the idea of a DORA in Reynoldsburg, and he does agree that it could bring economic growth to the area. However, he does not believe it should be passed in its current state. He explained that he would prefer there be added police in the area for the protection of the community, because safety should come before the economy.

Kurt Keljo
1306 N. Jackson Avenue

Mr. Keljo stated that he is a retired environmental engineer and watershed specialist. He explained that he is deeply committed to maintaining the well-being of our creeks and the creatures that live within them. He included a packet for Council showing the many types of creatures that live within the area. He invites and encourages Council to attend one of the events in Reynoldsburg taking place later in the year when children will be exploring the creeks. He also suggested that Council might request the Midwest Biodiversity Institute to come out to discuss the fish living in the creeks and do some sampling. Ohio state law bases stream health on these creatures, and he has provided some visual images to show how these creatures may change based on how healthy or unhealthy their living environment may be. State law requires that the City protect its creeks according to biological standards. Based on what he has learned since March, EMH&T is ill-equipped and not motivated to assist the City in doing this. Thankfully, the Mayor invited Franklin Soil and Water Conservation District and the Midwest Biodiversity Institute to help the City with this task. He stated that the Mayor may need Council's help in following through on this commitment given his undeserved trust in EMH&T. He added that the City's storm water department already does a fine job at doing its part to protect the City's streams. He explained that EMH&T really wants him to stop discussing this issue and their role in it; at their last meeting he was told by engineers to stop criticizing them and the Huber Park project. He stated that they shamed him into silence. Rather than explaining to him why his criticisms were wrong, they decided to silence him instead. The March 27th meeting did not end with them deciding that the Huber Park project was ethical. He also included his notes and comments on this meeting in the packet he gave to Council. He trusts that the Council will do what is best for the City and is grateful that the Mayor has invited capable professionals to assist the City with future projects.

Councilmember Baker

Councilmember Baker stated that a few meetings ago he inquired about a grant to assist with pay-to-play fees or after-school activities for students. He asked if there had been any further discussion on this proposed idea.

Attorney Shook stated that he would present some background on the question that Councilmember Baker asked at a previous Council meeting. He explained that they did reach out to the State Auditor's Office as well as the City's independent auditor, along with researching the State of Ohio auditor's opinions. He explained that the answers they received essentially created more questions than answers. There is no precedent for this in the State of Ohio whereby a municipality has created a grant program for students in the local school district, although there were concerns raised in these

conversations about whether that would be a legitimate public purpose for the municipality, because there is already a school district in the area which has their own revenue stream. So at this time, he can't say if they can or cannot do this, but he will say that if this is something they choose to pursue, the City will be entering a gray area.

Councilmember Baker reiterated that what he is hearing is that they would be entering into this grant at their own risk. He stated that he would rather try and fail than not try at all.

Work Session to Discuss Urban Chickens

Attorney Shook introduced Senai Alem and Nia McLaughlin, two young people who have shown exemplary behavior, performance, and scholastic ability both in school and at the City of Reynoldsburg, as legal interns in the City Attorney's Office. He explained that they are both seniors at Reynoldsburg High School, and they did not get to choose which side of argument they would present. He stated that when it comes to being a lawyer, many times you have to make arguments you may not personally believe in.

Senai Alem Pro-Chicken Presentation

Improved food security

- A source of reliable and sustainable protein; chicken meat (both muscle and organ meat) and eggs constitute a high-quality food source, densely packed with essential macro- and micronutrients.
- Animal-sourced foods are particularly concentrated in highly bioavailable iron, [vitamin A](#), [vitamin B12](#), zinc, and [riboflavin](#).

Low cost protein

- For individuals and families in lower-income communities, raising chickens can be an affordable way to access high-quality protein. The initial investment in maintaining chickens can pay off over time through a regular supply of eggs and meat.
- A study published in [Journal of Agriculture, Food Systems, and Community Development](#) has suggested that localized food systems, bolstered by practices like raising backyard chickens, enhance community resilience by promoting self-sufficiency and reducing reliance on industrial food systems.

Natural pest control

- Chickens are excellent at reducing pest populations. They eat insects, weeds, and small rodents, which can help reduce the need for chemical pesticides and promote a more natural ecosystem.

Access to fresh local eggs

- Homeowners who raise chickens can provide themselves and their families with a steady supply of fresh, nutritious eggs. This reduces reliance on mass-produced, store-bought eggs, which have a larger environmental footprint.
- Store-bought egg cartons have a negative environmental impact due to their non-biodegradable nature and limited recycling options. Switching to chicken eggs is a more sustainable choice, as they don't have packing materials pernicious to the environment.

Composting and soil fertility

- Chicken manure is rich in nitrogen and can be used to fertilize gardens and crops. When used properly, chicken waste can boost soil health, improve plant growth, and reduce the need for synthetic fertilizers.
- Poultry manure contains all 13 of the essential plant nutrients. These include nitrogen (N), phosphorous (P), potassium (K), calcium (Ca), magnesium (Mg), sulfur (S), manganese (Mn), copper (Cu), zinc (Zn), chlorine (Cl), boron (B), iron (Fe), and molybdenum (Mo).

Concerns

- Noise: Nearly all chicken noise (except for a rooster crow) is quieter than a dog barking. A hen's cluck only comes in at [60 decibels](#), which is equivalent to human conversation.
- Disease: Chickens don't pose a greater health risk than dogs or other pets when properly cared for - both can carry diseases, but the risks are manageable with basic hygiene and responsible ownership.

Conclusions

- Raising chickens can profoundly impact the quality of life for individuals and communities alike.
- Access to fresh, local eggs from backyard chickens reduces reliance on mass-produced eggs, mitigates environmental impact, and promotes sustainability.
- The legalization of chicken ownership has positive economic and environmental benefits.

Nia McLaughlin
Anti-Chicken Presentation

With egg prices climbing so high that some have recently soared above \$10, she understands why many of us may desire to keep a backyard flock of chickens. They could shield us from inflation and egg shortages, shield us from pesky bugs, and shield us from the stressors of daily life. However, it is important that each one of us is not shielded from the hidden costs of raising fowl. So, what does keeping a backyard flock entail?

First, the coop. Small options can be around \$100, while people may spend upwards of \$2,000. Then, with the average family of four needing four to six chickens each at a cost of anywhere between \$20 and \$50, simply obtaining chickens could cost \$80 to \$300. This, stacked with a \$150 four-year permit from Columbus Public Health, shows relatively steep initial costs, and this is ignoring other essential initial items such as feeders, water troughs, and other accessories. There are then monthly expenses such as feed, bedding, supplements, and a safety net for medical expenses. These costs quickly add up, and research has shown that you may need around twenty to thirty hens laying eggs in their prime to break even. That is simply unsustainable for the average Reynoldsburg resident.

However, even if money is not an issue, there are a plethora of other issues that come with raising backyard chickens. The most prevalent and concerning is, without a doubt, illnesses. According to a study published by Public Health Ontario, 79% of backyard poultry owners did not change into separate clothes before contact with chickens, while 95% do not scrub or disinfect their shoes before and/or after contact - both processes which are integral to preventing the spread of various pathogens. Alongside this, many flock owners displayed a discrepancy between the sanitary measures they claimed to practice and what they did in actuality. In order to prevent disease, measures such as avoiding interspecies mingling, using dedicated clothing while handling chickens, not allowing them to free roam, storing feed in waterproof containers, and discarding all soiled or cracked eggs are all recommended for backyard poultry owners. However, these regulations are much more lenient than those given to larger egg producers. If these simple precautions are (1) less than the standard for what we may consume from commercial shortages and (2) not followed by a majority of chicken owners, how many diseases could be spread?

The answer is quite simple: many chickens can carry pathogens such as bird flu, E. coli, Histoplasmosis, and Salmonella. If we take a moment to focus our attention on the last, we will find that Salmonella is a common and concerning issue. Referring back to the Public Health Ontario study, of 737 salmonella

patients they interviewed, 59% reported contact with backyard chickens. And alarmingly, seemingly healthy, symptomless chickens can spread salmonella to anything they touch. This poses an issue not just to those who would take care of the flock, but to children, the elderly, and those with weakened immune systems as well. Improper storage of feed can also increase the risk of salmonella, as it attracts vermin such as rodents, which also carry the bacteria. In May 2024, there were 470 cases of salmonella linked to backyard chickens, with 125 hospitalizations, and nineteen of those cases were within our state. That is already bad enough. Allowing chickens will only allow these infections to increase, alongside the illnesses that we are less aware of.

Histoplasmosis, for example, thrives in chicken manure and leads to lung infections, Presumed Ocular Histoplasmosis Syndrome, and pneumonia-like symptoms. According to the CDC, from 1938 to 2013, the highest concentration of cases was seen in the Midwest, including Ohio. This pattern is seen with many livestock-related diseases. The public health impact is simply not negligible.

And this impact is often strengthened when people view their chickens not as poultry, but as pets. Petting, playing with, and even hugging or kissing chickens are common when one views them through a more affectionate lens. Especially in the case of younger children. She has already laid out the fact that chickens can carry and spread disease without showing a single symptom, and the fact that it is advised to change shoes and clothes after dealing with chickens. If people were to frequently interact with their flocks affectionately, what they have in their backyard is not a cute pet akin to a cat or dog, but rather a serious health concern.

Diarrhea, vomiting, cramps, kidney issues, headaches, and even death are just a few symptoms associated with pathogens that chickens carry. Imagine a child in your backyard, laughing as they hug a chicken, thinking it's just a cute pet. But with every affectionate touch, they're unknowingly increasing their risk of catching a deadly pathogen. That joy one moment can quickly be transformed into bedridden suffering the next. These are not just harmless creatures; they're silent carriers of disease. When we consider the risk of these diseases spreading to our most vulnerable—our children, the elderly, those with compromised immune systems, we must ask ourselves: Is the joy of keeping a backyard chicken worth the potentially deadly consequences for those who can least afford it?

Not only are there hidden costs, but there are also hidden issues. Things that, upon our first look, we may not even realize could be associated with keeping chickens. Alongside illnesses, research has shown that poultry manure produces nitrous oxide, a gas 300 times more potent than carbon dioxide, far more than other animals. Although one person keeping a flock of chickens may not produce a significant amount of nitrous oxide, a larger proportion of the population owning

poultry, coupled with the fact that nitrous oxide has been increasing in our atmosphere by 30 percent in the last 40 years alone, spells out dire environmental consequences.

Owning chickens is simply not worth it. There have been recommendations to inform the public on a system-wide level by educating flock owners on quarantine and hygiene measures, providing health-related information to potential poultry buyers before point of sale, and registering households with poultry to enable communication in the event of outbreaks. However, there would still be a financial burden on the city to create these educational programs and enforce the legislation involved. A burden which is simply unnecessary, as chickens are not needed for subsistence in suburban areas.

Behind the idealized dream of owning a small chicken coop in our backyard, lies the hidden truth of difficulty in making a profit, countless regulations to follow, and still-prevailing spread of harmful diseases. Allowing chickens is not worth it.

President Strickland

President Strickland thanked Mr. Alem and Ms. McLaughlin for their presentations on this issue.

Scott Weiss

9613 Taylor Road SW

Mr. Weiss stated that he would propose a local ordinance permitting the limited keeping of hens on residential properties with minimal regulatory burden to support food security, public health, property rights, and self-sufficiency in alignment with the values of individual liberty and the national agenda to Make America Healthy Again. He explained that with inflation impacting grocery prices, residents are seeking lawful means to support their families with local, affordable food sources. He stated that backyard chickens provide fresh, nutrient-dense eggs free from chemicals and mass-production practices. They also reduce food waste by consuming scraps and contribute to a sustainable lifestyle that aligns with conservative values of stewardship and responsibility. He stated that many other municipalities in Ohio, including Columbus, Worthington, and Hilliard, allow backyard hens under reasonable and limited regulation, and he believes that Reynoldsburg should align with these examples. He explained that President Trump's Make America Great Again and Make America Healthy Again agendas emphasize American self-sufficiency, local production, and liberty from unnecessary government interference. He respectfully requests that the Reynoldsburg City Council pass an ordinance allowing backyard chickens in residential areas under the following proposed conditions: up to 18 hens on lots under 1 acre or 32 hens on lots over 1 acre, no roosters to prevent noise-related issues, chickens must be in a secure coop and fenced run area at all times, and

coops must be kept at least 5 feet from property lines and 20 feet from neighboring dwellings. He would also request that no permit be required to reduce administrative burden. All coops must be maintained in a sanitary condition and the number of hens must not create a nuisance or pose a risk to public health. Chickens should also only be considered an accessory use in single-family residential zoning areas. Mr. Weiss believes that this proposal represents a fair, responsible, and minimalistic approach to local governance which will offer Reynoldsburg families the freedom to support themselves without unnecessary interference. He believes that the City should empower residents, support sustainable living, and take a step forward in making Reynoldsburg a model of practical and patriotic governance.

Stephanie Regan
906 Hillridge Road

Ms. Regan stated that she is backyard poultry certified through OSU and is currently studying wildlife conservation. She explained that she is a mother of two and has also lived in Reynoldsburg for ten years and her husband works for the water department here. She has attended Council so ask that they allow residents to have at least 10 hens and no roosters. She stated that Columbus, Bexley, Pataskala, and Gahanna all allow at least five to six hens with no roosters. She reiterated that owning chickens supports cultural and educational values along with supporting sustainable and local food production. They provide protein, eggs, stability. As long as people continue to care for chickens correctly, it can be very easy. She explained that in general, chickens are no more difficult, noisy, or dirty than other animals. She stated that bird flu is not a new issue and can be easily prevented as long as people wash their hands. She explained that water fowl are actually the largest spreaders of bird flu, not chickens. Ms. Regan explained that to many people, chickens are pets and can be very sweet.

Mark Fluharty
761 Robbins Loop

Mr. Fluharty stated that there had been discussions about backyard chickens for quite a while and on the Reynoldsburg Strong Facebook page there have been many posts about it. He thanked Council for the opportunity to have this discussion because there is so much to talk about. He explained that he is in favor of an ordinance allowing a small number of chickens for residents. He stated that chickens have a lot of value to those who may want to eat the eggs or the chicken. He explained that he moved here from Southern Ohio twenty-six years ago and grew up raising chickens and whose parents still raise chickens. He believes that there should be common-sense regulations allowing a few chickens and no roosters. He clarified that if people want to raise chickens because they are cost-efficient, chickens may not be right for you. Mr. Fluharty also stated that he has seen a discussion on Facebook regarding property value if the City decides to

allow chickens. In communities like Bexley, Upper Arlington, Grandview Heights, Worthington, Gahanna, Columbus, and Pataskala all allow chickens and their property values are definitely not going down. He also has not noticed any outbreaks of disease from chickens within those communities that allow them. He explained that chickens can also lay 250–300 eggs per year. He reiterated that residents in Reynoldsburg who want chickens are not trying to start an egg farm in their backyard, they would just like to participate in what other Central Ohio communities already do.

Diane Evans
688 Hunnicut Drive

Ms. Evans explained that she attended the meeting to encourage Council to strongly consider adopting an ordinance in favor of backyard chickens. She stated that as mentioned by Mr. Alem earlier, chickens have a lot of health benefits. Beyond their nutritional value, they provide educational opportunities for children, teach responsibility, provide STEM-based learning around biology and life cycles, and give connections to where our food comes from. Backyard chickens can also be a great fit for youth development programs like 4-H, which empowers children with hands-on learning with agriculture and leadership. They also offer internships and scholarships. She stated that investing in youth is investing in our future. She stated that in regard to the ordinance itself, she believes they should just look to communities surrounding us who already have successful chicken ownership ordinances. These ordinances include things like a permit that is renewable, fees to maintain the program, no fees for those on SNAP or WIC, number of chickens based on lot size, coop design and location, food storage methods, manure management plan, and a notarized statement of support from the owner of the property if the resident is not the owner. They would prohibit roosters and any other type of fowl. They would also need to address slaughtering, which should only be permitted within enclosed structures and not visible to the public. There should also be no sale of chicken products except with a permit. They would need to address proper disposal of deceased chickens as well. Ms. Evans thanked the Council for their time.

Kenneth Kirksey
561 Peak Court

Mr. Kirksey stated that he has lived in Reynoldsburg for 20 years and has raised his family here and plans to continue to live here. He explained that he is in opposition to allowing chickens in the community. He explained that Reynoldsburg did start as a small farming community and Taylor Road was just a dirt road. This community has evolved, and it is now a community of more houses and families and less space between houses. He stated that lot sizes in the City are now much smaller and not very conducive for backyard chickens. He believes that with how close together residents are, adding chickens to the area could become a health

concern. He also has concerns about how the City will be able to police this because it could easily get out of hand.

Sandy Downey
1390 Creekside Place

Ms. Downey stated that she was here because she had concerns. She has lived in Reynoldsburg for around three and a half years, and before she moved here, she lived in the country and owned chickens. She stated that everyone has their own ideas about who they're going to manage their chickens. Her concerns are about lot size, noise, chicken waste, smell, and flies. Vermin and predators are also a concern for backyard chickens like raccoons and coyotes. Slaughtering and butchering are also another concern for her with houses being so close together. She asked how or who would be policing this. She stated that she herself has thought about how nice it would be to own a few chickens but knows that this is something Council will have to decide.

Tanya Dexter
7255 Sorrelwood Court

Ms. Dexter stated that she was not going to repeat things people had already said, but she did want to address the disease issue. She stated that the spread of E. coli and salmonella can also be spread through cats and dogs and any other household pets. She stated that people also pet and hold their other household pets, including dogs who eat their own feces, and do not wash their hands and touch other people. Chickens are not the only animals that have the potential to be unclean. She stated that hens do make noise when they lay eggs, but they are not as pestering as roosters, who are not needed to lay eggs anyway. She also agrees that flock sizes should be limited to eight to ten hens and should be confined within a fence or coop. She stated that these regulations could be enforced by a new department that is created or through park rangers. Permits can offset the cost of these additional resources. She explained that she understands why some people are concerned about residents keeping chickens, but there are people who already do it within the City. She stated that even though these flocks are not currently regulated, there has not been an outbreak of disease, so these concerns about backyard chickens are already present. She explained that Council already knows she is in support of backyard chickens and thanked them for their time.

Lauren Nader
7627 Palmer Road

Ms. Nader stated that she spoke with city department heads in Bexley, Westerville, and Pataskala. She also looked up information about Columbus and other communities. First, she would like to mention that Columbus residents must use the Columbus Public Health Department for a permit and there is a fee

involved. Other communities also choose to use the Columbus Public Health Department for their permitting as well. Westerville does not allow chickens on any properties unless they are zoned rural residential and must have at least 2 acres; based on these strict requirements, there are no more than a few properties that have chickens. Bexley does not use Columbus for their permitting but they do have their own system; they also have an animal control officer, and she enforces all the rules and regulations. Bexley also has a five-pet rule total; so if someone has three dogs, they can have two chickens. Pataskala chooses to enforce their regulations through their zoning department. There are also cities around Columbus that do not allow chickens, like New Albany, Orange Township, and Pickerington. After speaking to these different department heads, Ms. Nader created a list of rules she believes are best for chicken regulation. Reynoldsburg should follow the Columbus Public Health Department guidelines with a few additional rules. There should be a reasonable number of chickens; other municipalities are between four and six. The coop must be located in the rear yard and there should also be a minimum of three to ten feet from the side and rear lot lines and must be completely enclosed and shielded from the street. The area must be kept clean, and no person shall sell the eggs produced by these chickens, so there will be no for-sale signs. There should also be no roosters. She believes that Reynoldsburg should do no less than what Columbus requires for its residents. Ms. Nader quoted an article written by a woman who owns chickens in Washington Court House stating, potentially you could spend anywhere from \$1000-2000 on a chicken coop, adding the cost of the chickens and the feed, which has also been affected by inflation; financially, it may make more sense to continue to buy eggs from the grocery store. Backyard chickens will not actually save you money, but you will at least know where your food comes from and feel good about what you are eating. She stated that Reynoldsburg must be proactive in whatever decision they may make about residential chicken ownership.

Ian Klingler
6458 Penick Drive

Ms. Klingler stated that he grew up in Reynoldsburg but moved to Blacklick when he was nine. After moving away for college and beginning to work, he was able to buy his first home in Reynoldsburg. He is in favor of the City adopting an ordinance allowing residents to own backyard chickens. He grew up raising farm animals in Blacklick, like chickens, turkeys, pigs, hogs, and cows. He explained that it was a great experience as a child because he learned many valuable skills. He feels this is a pretty common-sense issue since most cities around us already allow chicken ownership. He stated that this isn't a chicken versus dog debate, but both make noise and both poop, but dogs don't make delicious egg sandwiches. He agrees that there should be a permitting process, no roosters, a secure enclosure, no free-range, the area kept clean, and no selling of eggs. He stated that lots less than 1 acre can have 4 hens and 6 hens if they are over 1 acre. He

explained that he believes it is a basic right for us to be able to grow the food we eat on the soil we own.

Spencer Dunbar
352 Timbercreek Road

Mr. Dunbar stated that he is in support of residential chicken ownership. He stated that within a fenced-in area, they can offer chickens a free-range lifestyle where they can eat bugs. They can also provide educational opportunities for children and make great pets. He supports the idea of just having hens and believes this ownership has the capability of creating a feeling of community unity. He also explained that additional rights will also come with additional responsibilities which can promote independence.

Paige Sunnenberg
1047 Lancaster Avenue

Ms. Sunnenberg stated that she is in support of allowing residential chicken ownership. Columbus residents are already able to own chickens, and she believes that Reynoldsburg residents should have the same right. She explained that in this economy, they would prefer to be able to harvest their own eggs for a better value and fewer chemicals. She grew up on a farm with chickens but never dealt with any illnesses and responsible owners know what to do when a chicken becomes sick; these animals are poultry, not pets. Her property is over an acre and backs up to a creek, which causes there to be many bugs in the area, and they would rather naturally remove those pests rather than chemical usage. The ordinance the City chooses to create can lay out the rules and regulations of chicken ownership. She asked Council to please allow residents to own chickens, even if that comes with more regulations.

Presten Walters
2137 Claystone Place

Mr. Walters stated that when he first began raising chickens, there was a novelty to it. But it quickly turned into much more work, and they were loud and smelly. He stated that they are not pets, they are food. He is not necessarily for or against owning chickens but wanted to talk about his own personal experience. He stated that they destroyed the grass in the area they were kept in, and their waste had a very bad smell.

Doyline Williams
7266 Doverwood Court

Ms. Williams stated that she has lived here for seven years and loves it here. She stated that she would not repeat what others have already said because they have been very thorough. Ms. Williams stated that if she had a family, and it was becoming tough to feed them and that required her to garden or farm, she would

do whatever she had to do to ensure her family was taken care of, and she would be proud of her own civil disobedience. She agrees that we will have to be proactive about this matter and take into consideration what neighboring cities are doing. Whatever the City decides to do, please do not make it the responsibility of the non-chicken owners to reinforce the regulations. She hopes that whatever legislation may be passed can bring people together and not create issues between neighbors.

Email Comments

Paula Farris

I am writing to express my strong support for the proposed ordinance allowing residents of Reynoldsburg to keep chickens on their personal property. This initiative offers numerous benefits that align with our community's values of sustainability, self-reliance, and neighborly connection.

Economic and Environmental Benefits:

In light of rising egg prices, having backyard chickens provides a cost-effective and reliable source of fresh eggs. This practice not only supports personal food security, but also reduces reliance on commercial egg production, which can have significant environmental impacts due to transportation and large-scale farming practices. Beyond egg production, chickens contribute positively to the environment. They consume kitchen scraps, helping to reduce food waste, and their manure serves as a valuable fertilizer for gardens, promoting sustainable gardening practices. [Source](#)

Community and Educational Advantages:

Raising chickens fosters a sense of community and offers educational opportunities, especially for families with children. It provides hands-on experience in animal husbandry, teaching responsibility and an understanding of food sources. In Cleveland Heights, for example, residents reported that keeping chickens brought neighborhoods together, as neighbors bonded over a shared interest in poultry-keeping. [Source](#)

Financial Benefit to the City:

In addition to the personal benefits for residents, permitting backyard chickens presents an opportunity for Reynoldsburg to generate modest but meaningful revenue. Permit and inspection fees could help fund administrative costs, educational materials, and enforcement efforts related to the ordinance. This not only ensures the program is self-sustaining but also provides an additional revenue stream for the city, without burdening taxpayers.

Precedents in Ohio:

Several Ohio cities have successfully implemented ordinances permitting backyard chickens, providing valuable models for Reynoldsburg. Lakewood, for instance, introduced a program in 2011 that educated residents and allowed up to four hens per household. This initiative led to increased local food production and strengthened community ties.

Addressing Potential Concerns:

While some may have concerns about noise, odors, or health risks associated with keeping chickens, these issues can be effectively mitigated with proper education and guidelines. For example, Cleveland Heights reported minimal complaints after implementing their backyard hen program, indicating that with appropriate regulations, urban chicken-keeping can be both safe and enjoyable. [Source](#)

In conclusion, allowing residents to keep chickens aligns with our community's commitment to sustainability, education, and self-reliance. I urge the council to consider the positive impacts observed in other Ohio cities and to approve the ordinance permitting backyard chickens in Reynoldsburg.

Thank you for your consideration of my thoughts as a Reynoldsburg resident who loves gardening and wants the opportunity to own chickens on her property.

Jana Bosch

I am excited about the prospect of backyard chickens coming to Reynoldsburg. This initiative offers numerous benefits that align with community values and would positively impact Reynoldsburg and the surrounding areas.

Firstly, backyard chickens are an environmentally friendly practice. They naturally reduce household food waste by consuming scraps, thereby lessening the burden on our landfills. Their manure is also a valuable source of nutrient-rich compost for gardens, reducing the need for chemical fertilizers.

Secondly, chickens are effective natural pest control agents. They readily consume insects, including nuisance pests like ticks and mosquitoes, which can help reduce their populations in our neighborhoods without the use of harmful pesticides.

Furthermore, keeping chickens offers valuable educational opportunities, particularly for children. It provides hands-on learning about animal care, the life cycle, and the source of our food. This connection to nature can foster a greater understanding of environmental stewardship and responsibility.

Finally, allowing backyard chickens offers a small but meaningful way for residents to access ethically sourced eggs. By providing an alternative to the industrial egg industry, which often faces criticism for its inhumane treatment of hens, you can support more compassionate food choices. Not to mention, residents will have a way to escape the skyrocketing egg prices that some say will never go back down.

I know some have discussed the potential downsides of chickens, but many concerns do not reflect the reality of backyard chickens. For example, limiting the number of chickens based on land size (say, 6 per quarter acre) would virtually eliminate chicken waste concerns and ensure that the chickens have plenty of room. Likewise, prohibiting roosters virtually eliminates noise concerns, as hens are considerably quieter than dogs or children. Also, there is no need to employ chicken catchers, as chickens generally prefer to remain near their coops and rarely make concerted escape attempts from adequately sized pens or yards. And if you look into the data, you will see that backyard flocks are almost never active participants in flu outbreaks. It turns out that humane and natural living conditions are less conducive to disease than the industrial chicken battery cage arrangements.

On top of it all, chickens are beautiful and diverse creatures. I'd encourage you to take the time to Google "Polish chicken breeds" and "Australorp pictures," and maybe even "Buckeye chickens," a breed with the double honor of sharing our home state and being the first American chicken breed created by a woman. Watching chickens is incredibly calming, and caring for chickens encourages compassion. Much like the ubiquitous family dog, chickens can be a source of joy for many.

Thank you for your time and consideration.

Guzal Nasirova

I would like to voice my wife and my displeasure at having chickens allowed to be owned by residents. I live at 9153 Firstgate Drive, which has a big backyard and a creek. A couple of years ago, my neighbors (next to us and across the creek) decided to build a coop and raise chickens and a rooster. The rooster was extremely annoying and would not let us have any rest or sleep. I would hate it if the city ordinances changed my ability to enjoy being in my back-yard.

I strongly urge the council to vote against allowing any domestic livestock as it will create a precedent, which will be difficult to curtail.

Pragya Kharel

I'm a resident of Reynoldsburg, and I am in full support of allowing people to have chickens. We should definitely have rules around how many, that they need to be cooped and fenced yards only. But besides that, I see no downsides to it. Writing to express support.

Tasha Fowler

I strongly oppose allowing chickens within city limits. The risk of disease outbreaks, like avian flu, is significant and outweighs any potential benefits. Given residents' inconsistent adherence to existing ordinances, I doubt sufficient safety measures would be followed. Reynoldsburg should focus on initiatives that better distinguish it from other communities.

Chanel Norton-Lee

I hope this message finds you well. I am writing as a concerned resident of Reynoldsburg to express my opposition to any proposed measures that would permit the keeping of chickens within our city limits.

While I understand the interest some community members may have in urban farming and sustainability, introducing chickens into residential neighborhoods raises several concerns, including:

- **Public Health and Sanitation:** Chickens can attract rodents and other pests, and their waste can contribute to unsanitary conditions if not properly managed.
- **Noise and Odor:** The presence of chickens - especially roosters - can create noise disturbances and unpleasant odors, which could impact the quality of life for nearby residents.
- **Property Values and Zoning Concerns:** The addition of livestock to urban areas may negatively affect property values and undermine the residential character of our neighborhoods.
- **Enforcement and Oversight:** Implementing and monitoring new ordinances would require resources and clear regulations to avoid abuse or neglect.

I respectfully urge you to maintain Reynoldsburg's current ordinances that prohibit chickens in residential areas. Our community has long prided itself on being a clean, family-friendly suburb, and I believe this decision is key to preserving that standard.

Thank you for your time and consideration of this important matter. I would be happy to discuss this further if needed.

Council Comments

President Strickland

President Strickland thanked everyone for their comments and appreciated the discussion and many different points that were brought up.

Councilmember Salvati

Councilmember Salvati stated that this is the most impressive show of interest and people coming to speak their minds at a Council meeting in his 10 years of attending meetings. He stated that as far as backyard chickens go, he doesn't necessarily have strong feelings either way. He tried to approach this as practically as possible and did plenty of research. He stated that most of the pros and cons have already been discussed today. The one thing that does concern him at this time, is that people would make the decision to get chickens lightly just to combat the inflation of egg prices at the store without putting a lot of thought into what owning chickens is actually like. He believes that they will be able to mitigate that with mindful legislation. Councilmember Salvati explained that he does have a list of things that would absolutely need to be in the legislation for it to receive his support. That list includes: no roosters, no slaughtering for meat, no public egg sales, a permit with a fee would have to be required, and limiting the flock size to six hens. He would also prefer that we partner with Columbus Public Health Department to at least do the permitting. Councilmember Salvati stated that they should also take lot size into consideration and possibly limit flock size based on the property and possibly tag the chickens, so the owner can be identified. He prefers that they also look into zoning restrictions but would need to have more in-depth research on zoning regarding the coop.

Councilmember Baker

Councilmember Baker thanked everyone for coming out to speak on this issue tonight. He stated that he also agrees with everything Councilmember Salvati said, especially tagging the chickens and a fee along with the permit, and additional fees for not complying with the regulations. He stated that there should also be no selling of eggs and no signs at all advertising chickens or eggs and absolutely no roosters. He believes flock size should be around 3-4, and they could possibly look into expanding that at a later time. There should also be standards for the chicken coop based on flock size and no free-range chickens.

Councilmember Pyakurel

Councilmember Pyakurel stated that he has no personal interest in owning chickens but is not necessarily for or against residential chicken ownership. He also thanked the City Attorney's Office interns for their presentations, stating that they were very informative. He explained that he does have a few concerns based on everything he has heard today. He is concerned about how the other

community members will feel if the City were to pass legislation because bird flu is a real issue, even if it has been around for a long time. There are also concerns about how this will be managed and who will do the policing. He believes that the limit for hens should be 5 and he had not considered before that chickens could eat food scraps, so he does appreciate that.

Councilmember Towns

Councilmember Towns reiterated her thanks to everyone that came out tonight to take part in this discussion and stated that she had learned far more about chickens than she ever planned to. She explained that through her own research and everything that was presented to Council, she was going to put her own thoughts to the side to hear the community's thoughts and concerns about this issue. She explained that if they were going to move forward with legislation, she would agree with everything Councilmember Salvati stated previously.

Councilmember Johnson

Councilmember Johnson thanked everyone for attending Council to be part of this discussion. She explained that she, too, is on the fence about whether this is the right fit for Reynoldsburg. She does agree with there being strict regulations and would need to learn more about how code enforcement would be able to handle this. She stated that there are still quite a few unanswered questions regarding the administrative side of urban chicken ownership, but they could discuss that at a later time.

Councilmember Hill

Councilmember Hill also thanked everyone for their presentation and research on this matter. She explained that she also does not feel strongly either way because she can see the advantages and disadvantages. She would like to ask neighboring cities how often they receive complaints that pertain to chickens about things like noise and odor and what that process is like for their administration. She stated that she did some math today and noted that eggs at Kroger are down to \$4.29 and, for the average family of four in Ohio, you would need chickens to provide approximately 1800 edible eggs to break even on the cost of chicken ownership and everything it entails. She has concerns that once the novelty of owning chickens wears off, what will happen to the chickens then? She stated that she does not have a clear answer yet.

President Strickland

President Strickland stated that there were good arguments for both sides with so much research being presented. She stated that they discussed permitting by Columbus, but is unsure of how effective that may be since they are not in the City. She also has questions about how much it would cost to begin creating and administering this new proposal. She agrees there should be no slaughtering of

chickens in the City and no roosters. She also questions how this may impact HOAs in the City. She understands that everyone has said they would be responsible, but we know that not everyone will be.

Mayor Begeny

Mayor Begeny explained that they put together a framework of what it would look like if they chose to allow residential chickens. They hired two park rangers about a year and a half ago, with the intent that if at some point in the future, the City decided to legalize chickens, these park rangers would assist in the administration of that program. Staffing has been authorized for this, but it has not been funded at this time. Code enforcement would be the other aspect of this with regard to inspection, monitoring, and complaints, so they would most likely add another code enforcement officer. There would need to be very straightforward legislation regarding chicken ownership to ensure that there are no loopholes. He stated that there are already issues with chickens and they have received calls in the past about loose chickens in the City.

President Strickland

President Strickland asked Mayor Begeny how Reynoldsburg compares to some of the other cities that allow chickens in terms of things like lot size.

Mayor Begeny stated that, looking at a city like Gahanna, chickens are permitted there if you own a home that is on a lot greater than one acre. There are not a lot of homes there that meet that requirement. Westerville allows chickens in the agricultural or rural zoning districts with minimum lot sizes of three to five acres. Hilliard is probably the most comparable to Reynoldsburg, allowing 6 hens on properties that are at least half an acre and zoned rural residential, but we do not have a rural residential zone in Reynoldsburg. He stated that even though many of these cities do allow chickens, they are not as open and unrestricted as they may seem. He explained that it would be unfair legislation in Reynoldsburg to require at least 1 acre because there are so few homes that meet that requirement. Councilmember Salvati noted that another comparable city is Worthington.

President Strickland asked what a partnership with Columbus on this issue may look like. Mayor Begeny stated that he is not sure if Columbus currently has the resources to also assist us with this program and does not know the exact cost associated with that. Councilmember Salvati stated that he would not want Columbus to be the day-to-day manager for something like this.

President Strickland stated that it is an option to discuss this again at a later date and not make a decision at this time. Councilmember Salvati stated that we should have discussions with Columbus to see if they would even be able to assist us in this endeavor before we begin drafting legislation and what the cost associated

with that may be. He would also prefer to speak with Worthington about how their partnership with Columbus on this issue has worked for them. Based on the information received from those conversations, they may have to change the way they approach this issue if they are not able to work with Columbus. Councilmember Baker added that they should discuss implementation with other municipalities to avoid any mistakes they may have made along the way.

President Strickland asked the Mayor and City Attorney to have discussions with Columbus and what a partnership with them may be like. She also asked that they speak to other cities that allow chicken ownership and decide if their legislation may work for us; she requested this information for the first meeting in May.

APPEAL HEARING

Appeal Hearing of the Planning & Zoning Board March 20, 2025 Decision for Application #2024-0770 for 6008-6014 East Livingston Avenue

The Appeal Hearing was tabled as the applicant and/or his attorney were not in attendance.

Councilmember Salvati moved to table the Appeal Hearing until the April 28, 2025, Council meeting. Second by Councilmember Towns. Motion carried.

COMMUNICATIONS

Treasury Board Meeting Minutes

REPORTS

Clerk of Court Report

Clerk of Court Report for March 2025

The Clerk of Court submitted monies collected from the courts held in March 2025 in the amount of \$35,641.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for April 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Salvati, and President Strickland.

An Ordinance Authorizing the Mayor to Execute an Agreement with CORE5 Industrial Partners, LLC, or an Affiliate, Providing for a Project and Property Tax Exemption Pursuant to the City's Community Reinvestment Area Program, and Declaring an Emergency

Director Meyer explained that this Ordinance was for a project located on Taylor Road across from the L Brands facility consisting of approximately 52 acres. This project would consist of about 812,000 square feet of industrial buildings completed in phases. This project would bring in over 400 new jobs, resulting in \$78,500,000 in new development. The abatement is 75% of the total tax over fifteen years. Currently, the property produces \$2,500 in property taxes annually. This project will increase the amount of property tax revenue. It would also include a one-time donation of \$50,000 for the Tomato Festival. There will be a 2% commitment for income tax with the project making up any amount below the minimum income tax revenue.

President Strickland asked if the Licking County schools were aware of this project and agreed to the arrangement. Director Meyer responded that the school district had been noticed and were fully aware of the project.

Councilmember Salvati made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

An Ordinance Creating a Designated Outdoor Refreshment Area (DORA) and Establishing Safety and Sanitation Plans

Attorney Shook explained that this evening's discussion was the first step in the DORA process following the submission of the DORA application. During the last meeting, Council made several suggestions that were integrated into the final application. Council suggested reducing some of the Dora area in the parks to ensure that would avoid sporting areas in JFK Park. The total acreage is 57.55 and covers the vast majority of the Olde Town Reynoldsburg district along East Main Street. The application submitted summarizes the DORA boundaries under the ORC Section 4301.82, which describes the population size and the nature and types of establishments permitted in the DORA. The application for the DORA is compatible with the City's land use and zoning codes. It also includes a list of all of the qualified permit holders with exhibits for a public sanitation and public safety plan. Regarding the comment by a resident earlier, the police department will provide law enforcement services with the duty supervisor ensuring that appropriate attention would be provided to the Dora during the hours of operation and during events that are larger than normal. The police will be responsible for maintaining the DORA boundaries and assign additional officers or specific patrol officers as needed. In regard to planned events, personnel will be specifically assigned to focus law enforcement to be sure to address concerns raised by

people who may consume alcohol in excess. The department is already responsible for dealing with people in public spaces. Council's packet also includes a clever beer cup design that depicted where permit holders are located within the DORA as well as trash receptacles that would be located throughout the DORA. Council was not approving the DORA this evening, just setting a required public hearing for May 12, 2025 at 6:30pm. This timeline provided to Council shows that Council would introduce the legislation at their April 28, 2025 meeting. Attorney Shook thanked Events and Communications Director Clemens for researching Councilmember Hill's request for reusable or compostable cups. Unfortunately, state law prohibits the use of reusable cups as patrons must discard their cups before they enter a new permit establishment. We did obtain cups from Bexley and Gahanna's DORA. Bexley has a compostable cup, while Gahanna's cup is recyclable. The cost of these cups was not known, but the compostable cups would be more expensive.

Councilmember Baker expressed his thanks to Attorney Shook for his diligence in following through with the establishment of this DORA. He explained that he had been supportive of a DORA for many years and was glad to see one finally being established in the City. We have had time to look at the workings and effectiveness of other DORA's, should allow Reynoldsburg to be better prepared in establishing our DORA.

Councilmember Hill questioned the factors involved in selecting the cups. Obviously, price will be important, but what other factors will be involved. She also questioned the process of picking up the waste. Even though the City provides recycling bins and trash bins for the Tomato Festival, at the end of the night, both receptacles were full of mixed items.

Attorney Shook indicated that he was not aware of the cost differential between the cups, but the compostable cups were a little more expensive. The City will need to consider more than just the cost of the cups, including the likelihood of people actually throwing the cup in the right place. During the Tomato Festival, the City had landfill containers and recyclable containers co-mingled at the end of the night. Obviously, a compostable cup would break down no matter where the cup was disposed. Council would not need to make a cup selection until just prior to the effective date of the DORA.

Councilmember Salvati made a motion to schedule a public hearing for May 12, 2025, at 6:30pm. Second by Councilmember Hill. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for April 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Johnson, and President Strickland.

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

Chief Baker explained that with the arrival of new police cruisers, the department needed to dispose of four cruisers. These used cruisers will be sold on GovDeals or sold to other municipalities.

Councilmember Johnson made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for April 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Pyakurel, and President Strickland.

An Ordinance to Approve Payment of Services Performed to the Auditor's Certificate of the Availability of Funds, and Declaring an Emergency

Director Dorman explained that monies were available for the services by Toole & Associates; however, the charges from the contractor were more than the purchase orders issued. The funds were budgeted, but the purchase order was insufficient.

Councilmember Pyakurel made a motion to forward this Ordinance to Council for a single read and emergency approval. Second by Councilmember Hill. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with Law General Contracting Pertaining to the City's 2025 Street Improvement Project (Alley), Appropriating Funds, and Declaring an Emergency

Director Dorman indicated that with the continuation of the Waggoner Road project, the City's street improvement project would again be reduced this year. The City will be repaving several alleys in the Olde Town and French Run Road areas as well as adding a missing sidewalk at Rodebaugh and Lancaster

Avenue and a crosswalk accessing Rodebaugh Park.

Councilmember Pyakurel made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the City's 2025 Street Maintenance Program, Appropriating Funds, and Declaring an Emergency

Director Dorman explained that the City was continuing the pavement maintenance program. Council was provided a map showing the roadways that this contractor would complete this year. The maintenance program helps facilitate extended service on these roads. Director Dorman indicated that the survey of the status of all City streets would be completed soon. This survey would evaluate the repair of City streets as well as help determine the street improvement projects for the future.

Councilmember Baker stated that he appreciated the upcoming street repair survey. However, he did express concern about the cut-through roadway (Rosedale Drive) off Brice Road to Rosehill Drive. He indicated that the roadway was very rough and needed work.

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

An Ordinance Authorizing the Mayor to Accept the Central Ohio Primary Care (COPC) Project and Associated Public Infrastructure Improvements

Director Dorman explained that this legislation was to accept the infrastructure improvements made by Central Ohio Primary Care for the construction of their new building.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Summit Road Engineering Design Services (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds, and Declaring an Emergency

Director Dorman explained that this legislation would authorize EMH&T to design the road, infrastructure, and sidewalk/pathway improvements along Summit Road.

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

An Ordinance to Amend Chapter 751 Home Sales of the Codified Ordinances for the City of Reynoldsburg

Director Dorman stated that Chapter 751 Home Sales would amend updating language, especially language regarding garage sales. Changes were made to signage, permitting, permit fees, clean-up, and times for sales.

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

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

Director Dorman stated that with the new building, staff have been working on clearing broken or no longer used equipment. Any equipment that was still working, but no longer used, would be auctioned.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

A Resolution Authorizing the Mayor to Purchase an E-60 Bobcat, Trailer and Related Equipment for the Water/Wastewater Department and Waive Competitive Bidding

Director Dorman indicated that the Water/Sewer Department needed a smaller piece of equipment to excavate infrastructure repairs. The funds for this purchase were included in the 2025 Budget. Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

A Resolution Authorizing the Mayor to Purchase an F-550 Truck and Related Equipment for the Water/Wastewater Department and Waive Competitive Bidding

Director Dorman explained that this vehicle was for the Water/Sewer Department. This truck would have a crane attached to enable employees to lift the pipe and install it into the ground, instead of handling the pipe manually. This truck was included in the 2025 Budget.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotechnico Fireworks Inc. for the 2025 July 4th Fireworks Event and Waive Competitive Bidding

Director Dorman stated that this legislation was the annual contract to approve the fireworks for the July 4th celebration. The City has contracted with Pyrotechnico Fireworks for the past number of years and has been very satisfied with their work. This contract amount was a few hundred dollars more than previous years to cover the costs of tariffs.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for April 14, 2025.

Members in attendance are: Councilmember Salvati, Councilmember Johnson, Councilmember Pyakurel, Chair Baker, and President Strickland.

An Ordinance Authorizing the Mayor to Enter into a Contract with the Steelworkers Union for the Period Beginning January 1, 2025 through December 31, 2027, and Declaring an Emergency

Mayor Begeny explained that the City was able to come to an agreement with the Steelworkers' Union. The negotiations were thorough with both sides making compromises. The contract was being requested as a two-read emergency as the contract and past payroll needed to be paid back to January 1st.

Councilmember Baker made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Salvati. Motion carried.

An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, Sections (e) Parks & Recreation, (f) Police, and (g)(2) Building Division, and Declaring an Emergency

Mayor Begeny indicated that this legislation was submitted in order to make changes needed due to the Steelworkers Union contract. There were also changes due to the City taking on the streetscape employees. This legislation was being requested as a two-read emergency to correspond with the Steelworkers Union contract.

Councilmember Baker made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Johnson. Motion carried.

An Ordinance to Repeal and Replace Ordinance No. 68-2024 Authorizing the Mayor to Enter into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio, Appropriating Funds Therefor, and Declaring an Emergency

Attorney Shook indicated that this legislation was back before Council as the parcel number was incorrect on the initial legislation. Once this legislation was amended, the City would be able to close on the property.

Councilmember Baker made a motion to forward this Ordinance to Council for a single read and emergency approval. Second by Councilmember Salvati. Motion carried.

A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with the Reynoldsburg City School District Regarding the School Resource Officer Agreement

Mayor Begeny stated that the City had negotiated a new contract with the school district to maintain resource officers in the schools. In previous contracts, the school district and City shared the cost of those resource officers. However, with this new contract, the City would be handling the full cost of those services. The City also negotiated a few other changes to the agreement.

Councilmember Baker made a motion to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

RESOLUTIONS - CONSENT AGENDA

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

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

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

A Resolution Authorizing the Mayor to Purchase an E-60 Bobcat, Trailer and Related Equipment for the Water/Wastewater Department and Waive Competitive Bidding

A Resolution Authorizing the Mayor to Purchase an F-550 Truck and Related Equipment for the Water/Wastewater Department and Waive Competitive Bidding

A Resolution Authorizing the Mayor to Enter into a Contract with Pyrotechnico Fireworks Inc. for the 2025 July 4th Fireworks Event and Waive Competitive Bidding

A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with the Reynoldsburg City School District Regarding the School Resource Officer Agreement

CONSENT AGENDA FOR EMERGENCY ADOPTION

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

An Ordinance to Approve Payment of Services Performed to the Auditor's Certificate of the Availability of Funds, and Declaring an Emergency

An Ordinance to Repeal and Replace Ordinance No. 68-2024 Authorizing the Mayor to Enter into a Purchase and Sale Agreement for Real Property Located at 7148 East Main Street, Reynoldsburg, Ohio, Appropriating Funds Therefor, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Authorizing the Mayor to Execute an Agreement with CORE5 Industrial Partners, LLC, or an Affiliate, Providing for a Project and Property Tax Exemption Pursuant to the City's Community Reinvestment Area Program, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract with Law General Contracting Pertaining to the City's 2025 Street Improvement Project (Alley), Appropriating Funds, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the City's 2025 Street Maintenance Program, Appropriating Funds, and Declaring an Emergency

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An Ordinance to Amend Chapter 751 Home Sales of the Codified Ordinances for the City of Reynoldsburg

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An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, Sections (e) Parks & Recreation, (f) Police, and (g)(2) Building Division, and Declaring an Emergency

OTHER COUNCIL MATTERS

Councilmember Hill announced that on April 26th was not only the City's clean-up day from 9am until noon, but also at the Y was Healthy Kids Day. It will be a free event with snacks with vendors, crafts, and food trucks.

Councilmember Baker gave a shout-out to the Reynoldsburg Bowling Team for their placement at state. This year's prom theme will be Night in Rome. He also thanked the teachers and encouraged them to enjoy their spring break. He also thanked the RPD, doctors, nurses, and retail workers.

UPCOMING MEETINGS

April 17, 2025 Planning & Zoning Board

April 28, 2025 Council

May 1, 2025 Planning & Zoning Board

May 12, 2025 Council

May 15, 2025 Planning & Zoning Board

May 26, 2025 Memorial Day City Offices Closed

May 27, 2025 Council Tuesday Meeting Date

ADJOURNMENT

As there was no further business, Council President Strickland adjourned the meeting.

Shanette Strickland, Council President

Mollie Prasher, Clerk of Council



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John A. Gleason
(614) 296-1281
jgleason@gleasonlawofficellc.com

VIA HAND DELIVERY
April 1, 2025

Clerk of Council
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

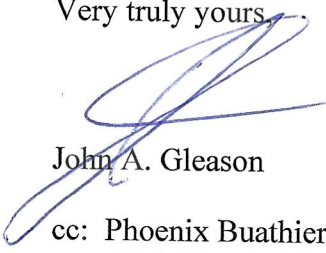
Re: *Notice of Appeal with Respect to Application #2024-0770*
Property Address: 6008-6014 E. Livingston Avenue

Dear Clerk:

Pursuant to Section 1109.23 B., please accept this as an appeal of the Planning and Zoning Board's Record of Action with respect to the above-referenced Application, a copy of which is enclosed. If possible, please set this appeal for hearing before Council at the April 14, 2025 Council Meeting.

Thank you very much for your cooperation and let me know if you need anything further at this time.

Very truly yours,



John A. Gleason

cc: Phoenix Buathier (via e-mail)
Chris Shook (via e-mail)

Post Office Mailing Address:
P.O. Box 768
New Albany, Ohio 43054

Reynoldsburg Planning & Zoning Board
Record of Action
March 20, 2025

The Reynoldsburg Planning & Zoning Board took the following action at this meeting:

ITEM: Application #2024-0770; 6008-6014 E. Livingston Avenue; John Gleason for Salaheddine Noura; Variance

ACTION: Motion was made by the Planning & Zoning Board to approve the requested Variance from Section 1105.01.G.vi, to grant a 6 foot 2 inch reduction from the required 22 foot wide, two way drive aisle on the subject site. The motion to approve the variance failed with a 3 to 2 vote, therefore the variance request is denied.

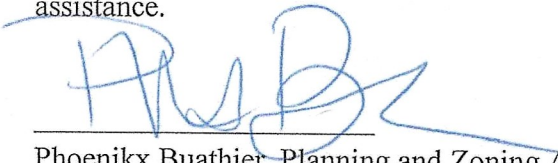
NEXT STEPS:

Please know that Section 1109.23 allows a written appeal within 30 days of the date of refusal by the Planning and Zoning Board, for the applicant to appeal the decision to City Council.

Section 1109.23 – Appeals states:

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

Please contact the Zoning Department at 614-322-6850 if you need additional information or assistance.



Phoenix Buathier, Planning and Zoning Administrator
City of Reynoldsburg

March 11, 2025

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

RE: John A. Gleason for One Souss LLC, 6008-6014 E Livingston Avenue: Variance

Planning and Zoning Board:

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

1. Project Summary

- a. **Site Summary:** The subject site is addressed 6008-6014 E Livingston Avenue and the subject tenant space is located at 6014 E Livingston Avenue. The subject parcels are 0.49 acres with a building that is divided into multiple tenant spaces. The entire building is approximately 7,072 square feet according to the Franklin County Auditor's website. The subject building has had a variety of tenants with different uses including a restaurant, a personal care and beauty services use, and a tattoo parlor. The subject site is zoned I, Innovation District.
- b. **Surrounding Zoning:** The surrounding zoning of the subject site consists of I, Innovation to the west, north, and east. The subject site borders the City of Columbus to the south. The surrounding land uses consist of a tire shop to the east, what appears to be a vacant building to the west, and a commercial building to the north.
- c. **Applicant's Request:** The applicant is requesting a variance to the minimum drive aisle width standards. The applicant states that due to the physical attributes of the property, they are not able to meet the 22 foot drive aisle width for two way traffic. That the existing drive aisle, to access the rear of the site is 15 feet and 10 inches, which means the applicant is requesting a variance of 6 feet and 2 inches from the required 22 foot drive aisle. The applicant is also showing an 18 foot, two way drive aisle in the rear of the property, which will also need a variance from the minimum drive aisle width. 6 foot and 2 inch variance is granted for the drive aisle on the side of the property, then this necessary variance would also be covered.
- d. **Statement of Hardship:** The applicant stated that it is not physically possible for the site to have a 22 foot drive aisle, due to the limitations of the physical site.
- e. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the Innovation District is intended to "...[I]nclude a mix of industrial and office uses intended to serve as economic centers for Reynoldsburg and surrounding communities. Professional office users such as research and development, laboratory, and technology businesses, among others are encouraged"

2. Project Review

- a. The following variance factors are considered below:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 1. The applicant states that the requested variance is in accordance with the general purpose and intent of the regulations and would not be detrimental to the public.
 - i. Staff is of the opinion that granting the drive aisle variance would not be detrimental to the public welfare if permitted.
 - ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 1. The land use of Food Sale – Small Format Grocery is a permitted land use in the previous zoning code, which the current conditional use application is submitted for.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 1. The applicant states in their statement of hardship that there are physical attributes of the property, and that it is not possible to have a drive aisle width of 22 feet on the east side of the property. The applicant does not explicitly state that the drive aisle is located between the existing building and the parcel line for the site, however that is what the site plan shows.
 - i. Staff is of the opinion, that if the drive aisle width of 15 feet and 10 inches is the width between the existing building and the parcel line, then the strict application of the zoning code would deprive the applicant beneficial use of their land.
 - iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 1. The applicant states that requiring the 22 foot drive aisle would deprive the applicant the beneficial use of the land.
 - i. Staff is of the opinion that the applicant did not create this

hardship, but that the site currently exists as it is, based on the limited layout of the site from years before, especially since this site was built in 1977. Since the drive aisle is limited between the exiting building and the parcel line, it is a hardship created by the strict application of the zoning code. The applicant does not have another location on the parcel to put a drive aisle, to access the rear of the site.

- v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - 1. Staff is of the opinion, that the applicant is requesting the minimum variance that is necessary for the reasonable use of land. That a variance to the 15 foot and 10 inch wide drive aisle, from the required 22 foot wide drive aisle is the minimum requested variance for the site.
- vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - 1. The variance, if granted, will not impair the supply of light and air, substantially increase congestion, endanger public safety, or significantly impact nearby property values. Both the Fire Department and Public Service do not have concerns with regards to this variance.
- vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - 1. The applicant states granting the variance will not confer the property owner special privileges.
 - i. Staff is of the opinion that there are similar sites within this area, where there is limited drive aisle width. Granting this variance would confer this property owner special privileges, unduly denied to other properties in this area. Staff is of the opinion, that the applicant has not clearly stated how this factor has been met.
- viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - 1. The applicant states the variance is not sought because of other nonconforming uses in the area.
 - i. Staff would agree that the applicant has not stated that their variance should be granted due to other similar structures of land in the area that are nonconforming. However granting this variance, could set a precedent for other surrounding properties in this area that are similar.
- ix. The variance is not a matter of convenience when other remedies are

available within the provisions of this Code.

1. The applicant states that the variance is not a matter of convenience.
 - i. Staff is of the opinion that the variance is sought, due to existing conditions of the lot and changes to the zoning code, which the existing site now has to come into compliance with. That the requested variance is not due to convenience.

3. Recommendation

- a. The applicant is requesting a variance to the required 22 foot drive aisle width along the eastern side of the site, to allow a 15 foot and 10 inch wide two way drive aisle. Staff is of the opinion that the requested variance is the minimum variance requested by the applicant, and the drive aisle width is not one that is self-created or for convenience. Staff however believes that the applicant has not clearly answered factors seven and eight when considering the variances hardship. Staff is of the opinion that granting this variance would give the property owner special privileges, since neighboring properties in this area have similar issues, and that the applicant has not clearly addressed how they are unique and that it would not give them special privileges. In addition, staff believes that granting this variance would set a precedent for surrounding properties in the area, if the variance was granted. Based on these reasons, staff recommends denial of the requested variance.

Reynoldsburg

Building/Zoning Department
7232 East Main Street
Reynoldsburg, Ohio 43068

*All submissions must include a physical and digital copy. The digital portion of the application can be submitted to the Building Department at: permit@reynoldsburg.gov

App./Case#: _____

Date Submitted: _____

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

Fee Amount: _____

PLANNING AND ZONING BOARD ~~AMENDED~~ VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 6008-6014 East Livingston Ave.	Parcel ID#(s): 060-001840-00 and 060-001841-00
--	--

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Salaheddine Noura, an affiliate of prior Owner.	
Contact Email: souss2015@gmail.com	Contact Phone Number: 614-218-1448

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

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

III. APPLICANT INFORMATION

Applicant Name: John A. Gleason	Applicant Address: 4200 Regent Street, Suite 200, Columbus, Ohio 43219
Applicant Phone Number: 614-296-1281	Applicant Email: jgleason@gleasonlawofficellc.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☒ XX Attorney	
☐ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ~~XX~~

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

See attached Amended Statement in Support. _____

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

Applicant Signature: _____ Date: 2/27/2025
By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

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

AMENDED

STATEMENT IN SUPPORT OF VARIANCE APPLICATION

6008-6014 East Livingston Avenue

Parcel Numbers 060-001840-00 and 060-001841-00 (the "Property")

After discussions with Staff and the Planning Commission, Applicant respectfully submits this Amended Statement in Support of Variance Application. The Amended Application acknowledges that Applicant will comply with the current Code's parking requirement and add an additional seven (7) parking spaces on the Property. A site plan setting forth these additional spaces is attached hereto. This change, however, necessitates the need for a variance of the drive aisle width from twenty-two (22) feet to fifteen (15) feet, ten (10) inches.

Applicant previously filed a Conditional Use Application for a Small Format Grocery that is replacing a liquor permit premises that was a former tenant at the Property. When considering the Conditional Use Application, Staff noted that the change in use required the Property to comply with the current parking requirements. This would require 24 parking spaces. Although Applicant and the Property Owner believe that the new use will utilize fewer parking spaces than the prior liquor permit premises, they understand it is better to have more, rather than less, parking spaces. Applicant also recently learned that vehicles parked behind the building when the Property had a liquor permit premises.

Given the physical attributes of the Property, however, it is not possible to have a drive aisle width of twenty-two (22) feet. Therefore, Applicant requests that a variance be granted reducing this distance by four (4) feet, two (2) inches.

Addressing each of the ten (10) Standards for Variance set forth in Section 1109.11.D, Applicant respectfully submits the following:

1. The requested variance is in accord with the general purpose and intent of the regulations and shall not be injurious to the area or otherwise detrimental to the public. As set forth above, the new use utilizes less parking spaces than the prior use.
2. A Conditional Use Application for the new use is pending.
3. As set forth above, Applicant believes special circumstances and/or conditions exist which militate in favor of not requiring strict application of the Code.
4. Requiring a twenty-two (22) foot drive aisle would deprive beneficial use of the land.
5. Strict compliance with the drive aisle requirements would result in a hardship that was not self-created.
6. The requested variance is necessary for the continued reasonable use of the Property and will be beneficial when considering future new uses at the Property.

7. The requested variance will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
8. The requested variance will not confer on the property owner any special privilege.
9. The requested variance is not sought because of other nonconforming uses in the area.
10. The requested variance is not simply a matter of convenience.

Applicant and Owner respectfully submit that the requested variance is appropriate and will enable the Property to be a benefit to the community.

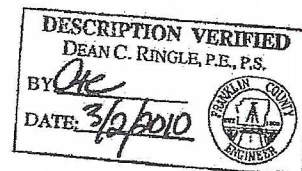
Exhibit "A"
Legal Description

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

Being Lots Numbers One Hundred Fifteen (115), and One Hundred Sixteen (116) of IDLEWILD MANOR, except fifteen (15) feet off the South End of said lots, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 15, pages 18 and 19, Recorder's Office, Franklin County, Ohio.

Permanent Parcel Nos.: 060-001840 and 060-001841

N-106
AUG
(060)
1840
+
1841



About Art Studio, LLC

www.aboudla.com

About Dia
About Art Studio, LLC
2037 Lake Club Terrace
Columbus OH 43232
614-593-9604
me@aboutdia.com

[illegible]

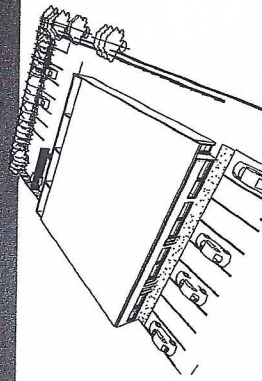
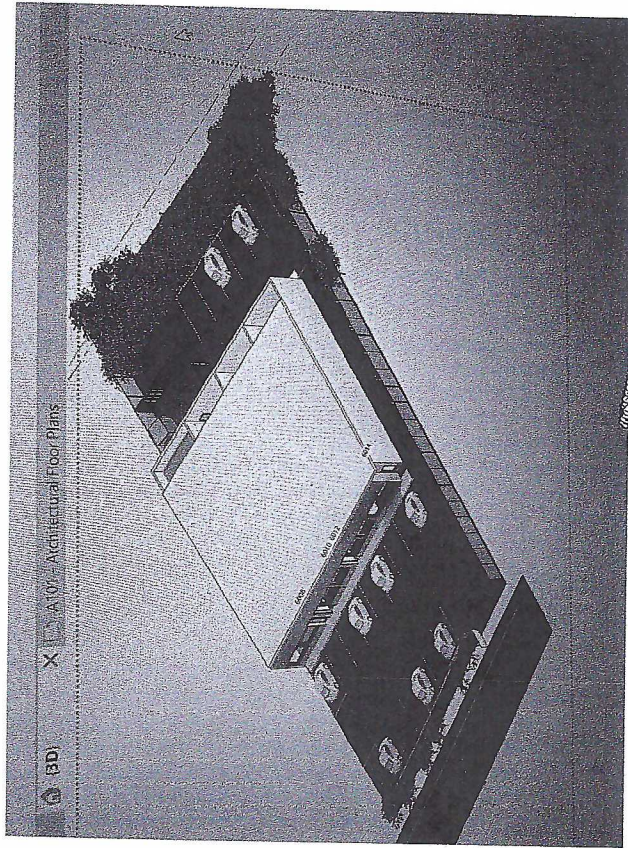
New Parking
Proposal

Architectural Floor
Plans

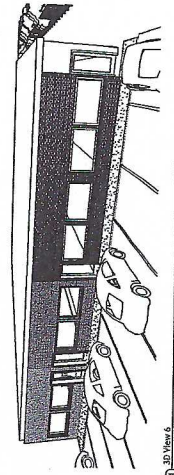
Project Number	000003098
Date	02/27/2025
Drawn By	Abou Dia
Checked By	

A101

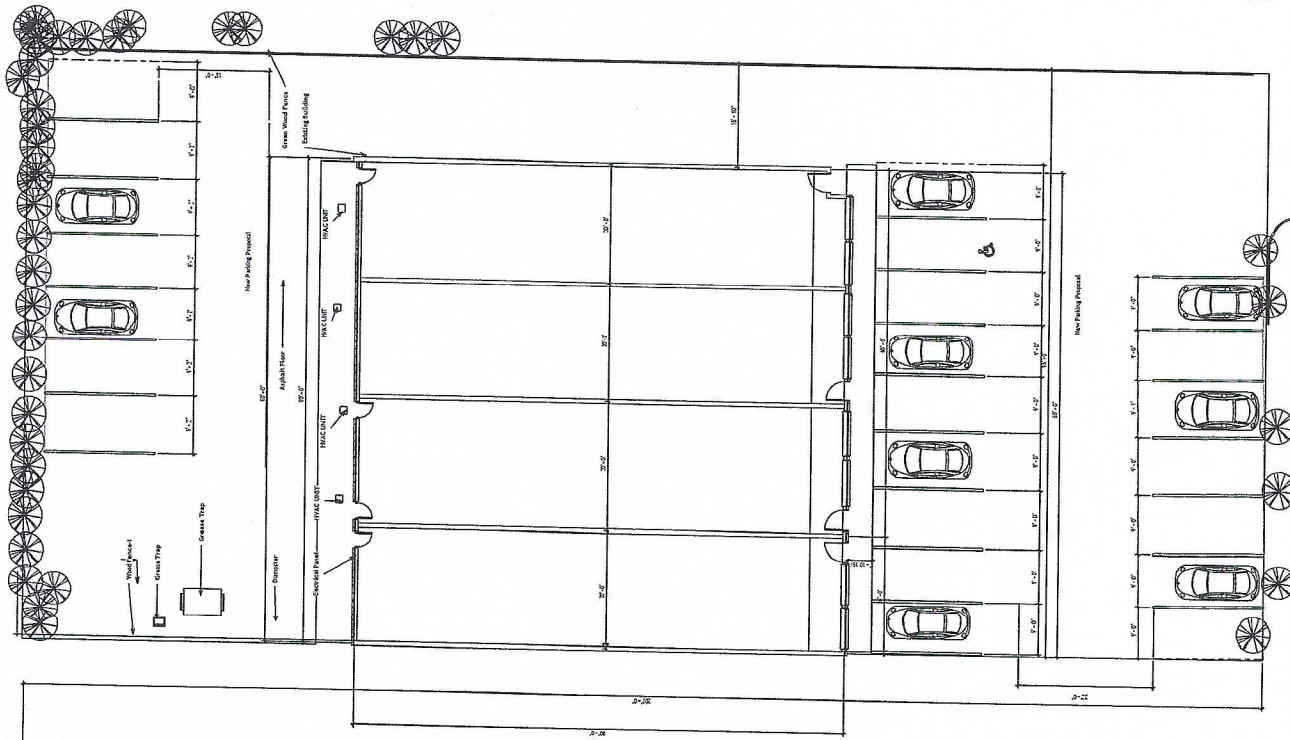
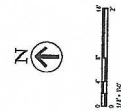
Scale $1/8" = 1'-0"$



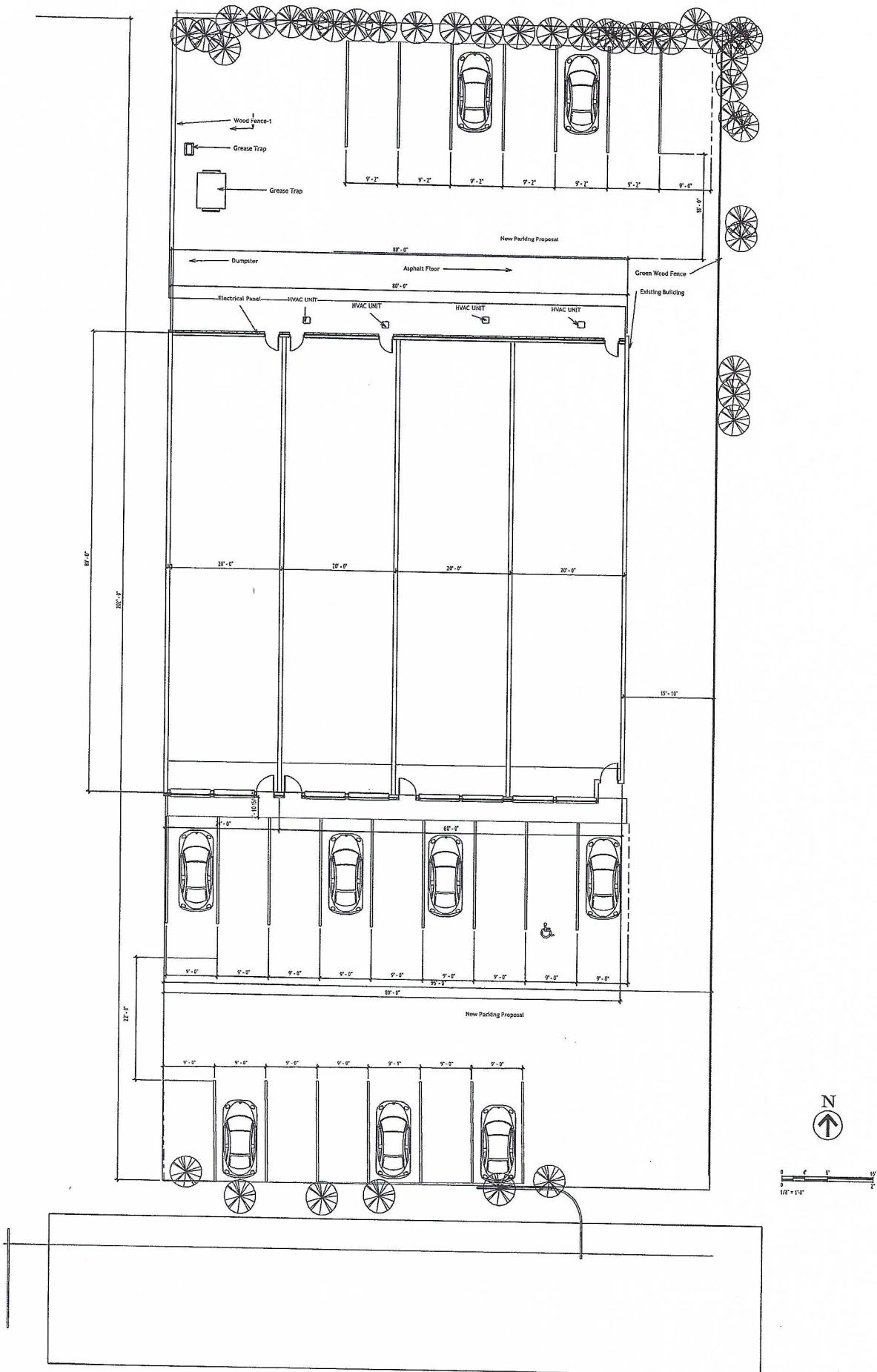
3D View 4

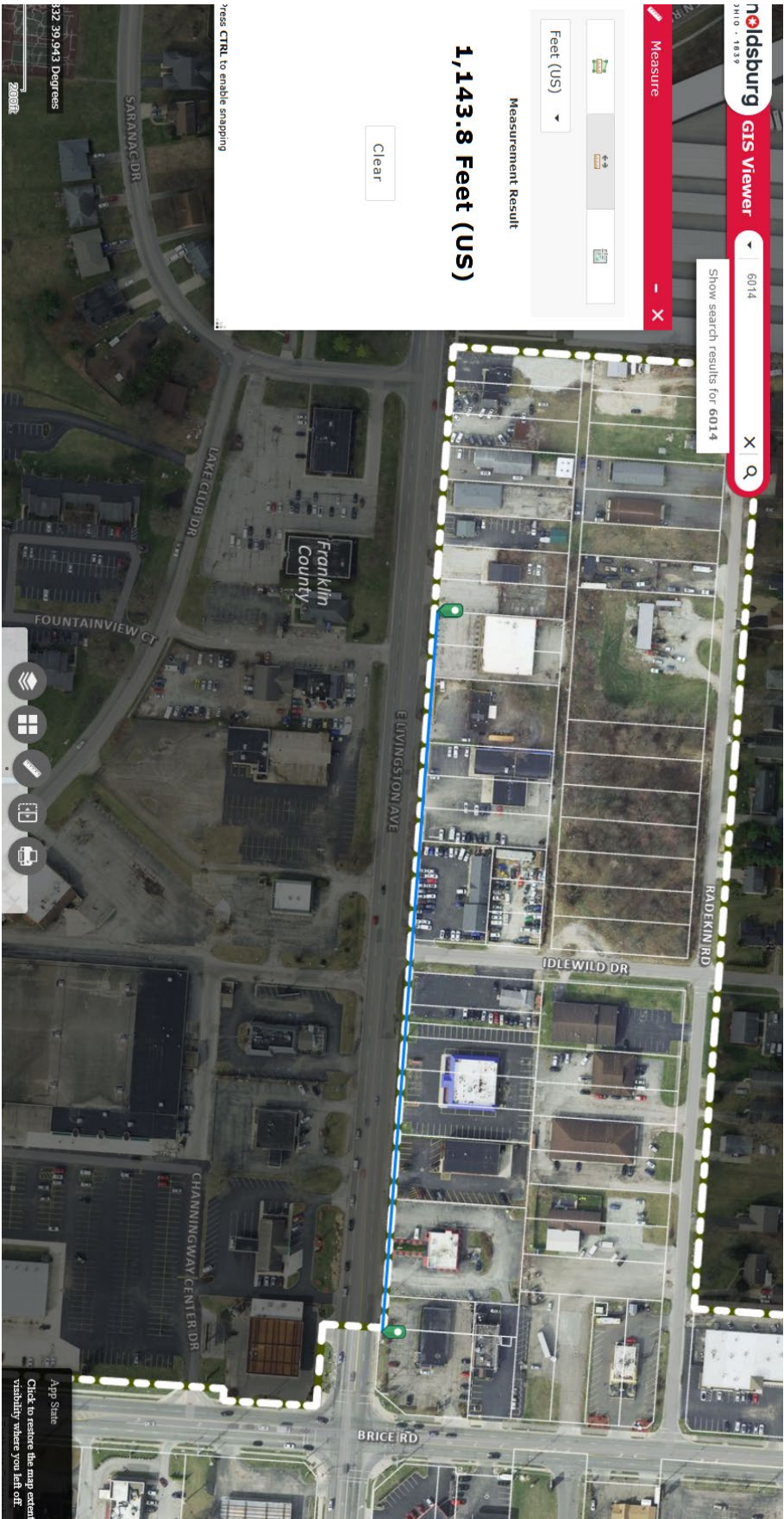


④ 3D View 6



① Backyard Fence Drawing
1/8" = 1'-0"





From: [John Gleason](#)
To: [Phoenixx Buathier](#)
Subject: RE: Call
Date: Thursday, February 27, 2025 6:43:26 PM
Attachments: [Amended Variance Application .pdf](#)

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

See attached. Thanks for your help.

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Thursday, February 27, 2025 4:31 PM
To: Phoenixx Buathier <pbuathier@reynoldsburg.gov>
Subject: Re: Call

Yes. 10 of them. The woman at the desk would not time stamp them though. She said they don't do that. But I know they have before. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



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From: Phoenixx Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, February 27, 2025 4:22:30 PM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Subject: RE: Call

John,

Does that mean you have turned in the physical copies today?

Best,

Phoenixx Buathier
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: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Thursday, February 27, 2025 3:57 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Re: Call

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

Amended application was filed. I will email to you as well. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



***** Notice from Gleason Law Office LLC *****

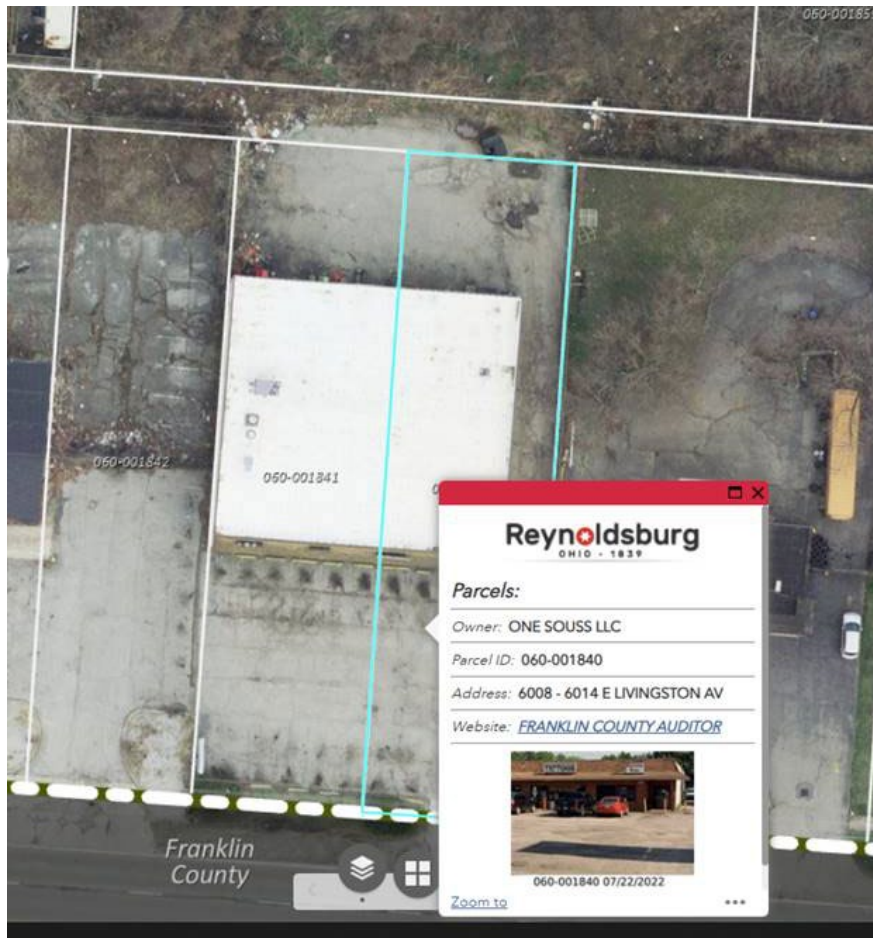
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***** End of Notice *****

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, February 27, 2025 1:29:35 PM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Subject: RE: Call

John,

I am not sure where all of the trees are coming from on the site plan, see the aerial image of the site.



This site plan has drive aisles in the rear at 18 feet, which is 4 feet less than what is required. A variance would be needed for the 22 foot drive aisle width in the rear now, along with the side of the building.

The site plan also only shows 23 parking spaces now, not 24 parking spaces which is what is required. 1 parking space was removed from the front of the development. The site is short 1 parking space, which would require a variance.

Finally there is still the handicap parking spaces depicted throughout the site, without the required loading area next to them. This would be an 8 foot wide parking space, with a 5 foot wide striped loading area on the passenger side of the parking space, which will reduce your required parking further.

Best,

Phoenix Buathier
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: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Thursday, February 27, 2025 12:54 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: Call

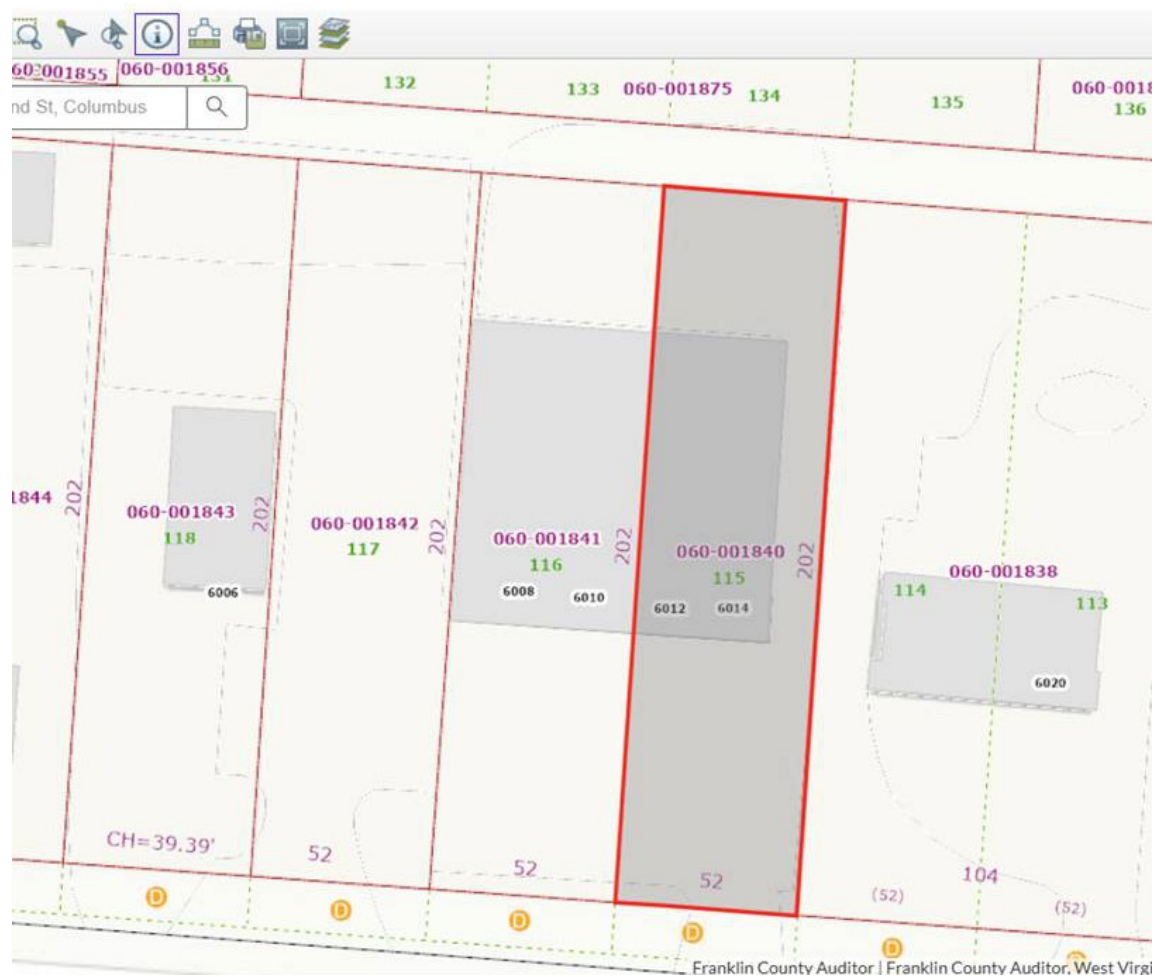
[NOTICE: This email originated outside of the City of Reynoldsburg.]

See attached, although I am having the date fixed. I will drop off the Amended Application today. Would you like me to e-mail it as well?

From: Phoenix Buathier <pbuathier@reynoldsborg.gov>
Sent: Wednesday, February 26, 2025 10:55 AM
To: John Gleason <gleason@gleasonlawoffice.com>
Subject: RE: Call

John,

This parcel is roughly 200 feet long. The site plan shows a site that is at most 180 feet long.



The building is 80 feet long per the auditors website. The site plan has it around 70 feet long

AUDITOR OFFICE
SEARCH
ONLINE TOOLS
REFERENCE
CONTACT MICHAEL

Summary
Land Profile
Residential
Commercial
Improvements
Permits
Mapping
Sketch
Photo
StreetSmart
Aerial Photos
Transfers
BOR Status
CAUV Status
Tax & Payments
Tax Distribution
Tax Calculators
Value History
Rental Contact
Incentive Details
Quick Links

Sketch
Parcel ID: 060-001840-00
SALAHEDDINE NOURA
Map Routing: 060-N106-12500
6008-6014 E LIVINGSTON AV

Record Navigator
1 of 1

Actions
Neighborhood Sales
Proximity Search
Printable Version
Custom Report Builder

Reports
Proximity Report
Map Report
Parcel Summary
Parcel Detail
Go

Options

Type	Line #	Item	Area
Commercial	1	A0 - 034 RETAIL STORE	7,072
Commercial Feature	1	A1 - CP4 CANOPY-AVERAGE	404
Outbuilding	1	PAVING ASP - PA1 PAVING ASPHALT	12,600
Outbuilding	2	TBV - TBV TOTAL BLDG VALUE	324,200

There are now trees shown in parking spaces, which cannot happen. This would not be considered a parking space now. The parking spaces in the back need to be dimensioned by width (9inches) and length (18Inches). If you are putting in handicap spaces, then the required handy cap stripped area next to the space needs to be shown, which would reduce your parking space numbers. The site plan needs to be to scale. The numbers shown need to reflect the actual site. The drive aisle on the side of the building has ranged from 9 feet to 16 feet. It needs to be to scale. This plan does not work.

Best,

Phoenix Buathier
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: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, February 25, 2025 11:00 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: Call

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

See attached. Let me know if acceptable and I will have finalized. Thanks.

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, February 25, 2025 8:38 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: Fw: Call

FYI. Thanks. I will send an updated drawing in a bit for your review.

John A. Gleason
Gleason Law Office LLC

4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



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***** End of Notice *****

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Tuesday, February 25, 2025 8:35 AM
To: cshook@reynoldsburg.gov <cshook@reynoldsburg.gov>
Subject: Call

Chris, sorry not to call again yesterday. As indicated in my voicemail, I had a brief to get out yesterday (filed at 10:44 last night). Can you go a call this afternoon? Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
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New Albany, Ohio 43054



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***** End of Notice *****

From: [John Gleason](#)
To: [Marie Meeks](#)
Cc: [Phoenix Buathier](#)
Subject: Re: 6008-6014 E Livingston - Parking Variance
Date: Monday, November 25, 2024 11:41:36 AM

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

I'm sorry. My significant other was diagnosed with stage 4 kidney cancer out of the blue. I will get something filed. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

***** Notice from Gleason Law Office LLC *****

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***** End of Notice *****

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Monday, November 25, 2024 10:52:37 AM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: 6008-6014 E Livingston - Parking Variance

Hi John,

I'm following up on this application because it has been over 30 days since an action has been taken on this application. Please take significant action on this application by the end of the day Friday, 12/6/2024, or this application will be officially closed out.

Thank you,
Marie Meeks

PLANNER 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks
Sent: Monday, October 21, 2024 12:02 PM
To: 'John Gleason' <jgleason@gleasonlawofficellc.com>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 6008-6014 E Livingston - Parking Variance

Dear Applicant,

I am reaching out regarding Variance Application 2024-0770 for 6008-6014 E Livingston:

1. Please provide a site plan for this Variance Application that shows the existing number of parking spaces on-site in order to confirm that a parking variance is needed. You will need to provide 11 physical copies and 1 digital copy of this item.
2. Please confirm the total square footage of the building and revise the Variance Statement in order to indicate the correct number of required parking spaces. You will need to provide 11 physical copies and 1 digital copy of this item.

Staff finds that this application is not considered complete until all additional required documents have been officially submitted.

Please take action on this application within 30 days from today's date, which is November 20th, 2024. Otherwise, the Variance application will be deemed null and void and the application will be closed out per Section 1109.07.C. Section 1109.07.C states:

"The Planning and Zoning Administrator will determine whether an application is complete and is ready to be processed. In some instances, an additional application may be deemed necessary by the Planning and Zoning Administrator and, if so, an application will not be deemed to be complete unless and until the all applications are submitted and reviewed and determined to be in accordance with all submittal requirements. The applicant will be notified in writing of any deficiencies in the completeness of the application and shall have 30 days from the date thereof to complete the application or the application will be deemed null and void."

Here is a link to the Zoning Code:

https://www.reynoldsburg.gov/DocumentCenter/View/3100/Zoning-Code_Master-Code-08232024?bidId=

Please feel free to reach out with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: [Phoenix Buathier](#)
To: ["John Gleason"](#)
Cc: [Eric Meyer](#)
Subject: RE: 6014 E Livingston - Conditional Use
Date: Thursday, January 30, 2025 4:23:00 PM

John,

It is my understanding that you were working with an engineer or architect to provide a site plan for this property. That the site plan, would then help staff determine if a variance would be needed for parking on the site. If there was a variance needed, which ones and how many. You turned in a Variance application in October with regards to the conditional use, because you were expecting a variance to be needed. I do not know specifically that you need one, but without a site plan, I can not answer this question. Since you applied for a variance for this site, it is seen that one is likely needed. Because a Variance is likely needed, the board is not in the habit of approving a conditional use, until all variances that could be needed for the site are applied for and approved (i.e. Section 1109.15.7 Conditional Use's Condition that states, "The proposed use complies with the applicable specific provisions and standards of this Code").

A site plan is needed for the zoning Variance and Conditional Use Applications, to show the required parking that is out there today. The variance request does not specify what is specifically being requested, because the document sites two different building square footages. This needs to be clarified in the request, and the requested number needs to be finalized for a variance. It is also possible that a drive aisle may be need for the site, but staff is not sure until a site plan is presented.

A store layout, that is to scale is also needed for the Conditional Use Application. The store layout should have the square footage of the unit, the location and square footage of the "fresh produce", and showing how the Definition of, "Food Sales – Small Format Grocery" is met.

I spoke with a gentleman today who was going to work on a site plan for this property, however that site plan would need to be submitted today for it to be a part of the review that will go before the board in 3 weeks. This will likely need to be tabled until all information is gathered, however the board has set a date for it to return at the February 20, 2025 meeting, so it will have to go to the Planning and Zoning Board.

Best,

Phoenix Buathier
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: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Thursday, January 30, 2025 8:20 AM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

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

Please, call me John. I feel old enough these days. I hope you had a good New Year.

The building owner is going to go ahead and get the lot striped for the required number of spaces. Given that, what else do you need for the upcoming hearing?

Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
Office: (614) 944-5180
Mobile: (614) 296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054



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***** End of Notice *****

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, January 16, 2025 10:22:02 AM
To: John Gleason <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I wanted to send a reminder email, since it has been almost a month, letting you know that you are two weeks from the February 20, 2025 meeting packet deadline, which is January 30, 2025. If you have any questions regarding the application, submittal or anything else, please feel free to reach out, I am happy to assist.

Hope you are having a good New Year!

Best,

Phoenix Buathier
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: Phoenix Buathier
Sent: Friday, December 20, 2024 8:27 AM
To: 'John Gleason' <jgleason@gleasonlawofficellc.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: RE: 6014 E Livingston - Conditional Use

John,

I wanted to follow up from last night's Planning and Zoning Board meeting to let you know that the deadline for the February 20, 2025 meeting is January 30, 2025.

If you have any questions, please feel free to call or email.

Sincerely,

Phoenix Buathier
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: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:06 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

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

And please, call me, John.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

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***** End of Notice *****

From: John Gleason <jgleason@gleasonlawofficellc.com>
Sent: Wednesday, December 11, 2024 3:05:04 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Re: 6014 E Livingston - Conditional Use

Understood. Thanks.

John A. Gleason
Gleason Law Office LLC
4200 Regent Street, Suite 200
Columbus, Ohio 43219
614-296-1281
jgleason@gleasonlawofficellc.com

Post Office Mailing Address
P.O. Box 768
New Albany, Ohio 43054

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***** End of Notice *****

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Wednesday, December 11, 2024 2:34:00 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Mr. Gleason,

I just wanted to reiterate that the drawings you showed us today will not be in the packet that is published and sent to the board tomorrow. You are welcome to bring copies for them to see, however this is not enough time for us to send to other external internal departments to review.

If you have any questions, please feel free to email or call.

Best,

Phoenix Buathier

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: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Wednesday, December 11, 2024 12:44 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

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

I just realized the address is incorrect on the drawing. I am having it changed. Thanks.

From: John Gleason

Sent: Wednesday, December 11, 2024 12:41 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

For our call. Thanks.

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 12:38 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

John,

Tomorrow at 2pm works. If you wouldn't mind calling 614-322-6850, it would be appreciated.

Best,

Phoenix Buathier

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: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Tuesday, December 10, 2024 11:53 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

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

Yes. Can we do tomorrow at 2?

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Tuesday, December 10, 2024 10:10 AM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Hi John,

Phoenix and I would like to have a quick 5-10 minute phone call with you to discuss the 6014 E Livingston Avenue Planning and Zoning Board case sometime today or tomorrow. Do you have any availability today or tomorrow between the hours of 8:30am-3:30pm?

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks

Sent: Friday, December 6, 2024 4:02 PM

To: 'John Gleason' <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

Importance: High

Hi John,

This case will be held at the 12/19/2024 Planning and Zoning Board meeting due to the Planning and Zoning Board's approved motion to hold this case to no later than the 12/19/2024 Planning and Zoning Board meeting. Please know that as the applicant, you are allowed to request that the application be tabled to a later meeting date, but the Planning and Zoning Board is not guaranteed to accept the request.

Thank you,

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: John Gleason <jgleason@gleasonlawofficellc.com>

Sent: Friday, October 4, 2024 10:32 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 6014 E Livingston - Conditional Use

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

I apologize, I have had some personal issues, and we are having some issues finding someone to finalize the plans. I will follow up ASAP. Thanks and have a great weekend.

From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Thursday, October 3, 2024 2:31 PM

To: John Gleason <jgleason@gleasonlawofficellc.com>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: 6014 E Livingston - Conditional Use

Good Afternoon,

I just wanted to reach out and let you know that the deadline to submit additional material for the 10/17 Planning and Zoning Board meeting passed on 9/26 and we have not received any additional documentation for this application. This case will go before the Planning and Zoning Board on 10/17 at 6pm in City Hall Council Chambers, 7232 E Main Street.

Please feel free to reach out with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: [Lieutenant Schmidt](#)
To: [Phoenix Buathier](#)
Subject: Re: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 11:23:30 AM
Attachments: [Outlook-xorr0xgl.png](#)

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

Phoenix,

Good morning.

We do not have any commits regarding this project at this time.

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: Monday, March 3, 2025 10:30 AM
To: Lieutenant Schmidt <LTSchmidt@trurotwp.org>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Lt. Schmidt,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 20th 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 the Fire Department may have by March 12th so that we can incorporate them in the staff report that goes out first thing on March 13th.

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

Sincerely,

Phoenikx Buathier

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

Phoenikx Buathier

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: [Phoenikx Buathier](#)
Subject: RE: 6008-6014 E. Livingston Ave - Conditional Use and Variance
Date: Monday, March 3, 2025 4:08:36 PM

Phoenikx,

Public Service has reviewed and has no comments.

Mark

From: Phoenikx Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, March 3, 2025 3:08 PM
To: Mark Riley <mriley@reynoldsburg.gov>
Subject: 6008-6014 E. Livingston Ave - Conditional Use and Variance

Mark,

I am sending you 6008-6014 E. Livingston Avenue's Conditional Use and Variance Applications and related items that are scheduled for the March 20th 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 Public Service may have by March 12th so that we can incorporate them in the staff report that goes out first thing on March 13th.

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

Sincerely,

Phoenikx Buathier
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

Phoenikx Buathier
PLANNING AND ZONING ADMINISTRATOR

—

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

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**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
March 20, 2025**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Alabi, Ward, Brusk

ABSENT: Benner, Kleckley

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 02/06/2025

Minutes stand approved

Planning & Zoning Board - Regular Meeting - 02/20/2025

Minutes stand approved

APPROVAL OF AGENDA

Agenda stands approved

SWEARING IN OF SPEAKERS

Speakers for the evening were sworn in by Mr. Furst.

PUBLIC COMMENT

No public comment.

UNFINISHED BUSINESS

**App# 2025-0033; 6675 Woodsedge Dr; Kevin Farrell of Great Day
Improvement for Toyia Hall; Variance**

Ms. Buathier read the staff report into the record.

Mr. Furst recognized that the applicant addressed some additional remedies, but didn't address why they wouldn't be feasible other than convenience factors. Mr. Furst asked that the applicant speak about the hardship factors and how their property is unique.

Ms. Hall asked for more clarification on what a hardship is. Attorney Shook explained that it generally means that you can't make beneficial use of the property unless you grant the variance. That the applicant can't use the property the way the zoning code allows it to be used.

Ms. Hall explained this was a benefit to upgrade the backyard for comfort and safety. The sewer line is far from the house and beyond the property line. She did explain there were some electrical wires, and she wasn't sure if the structure would be in the way.

Mr. Furst explained that a deprivation of use would prevent the applicant from using the home as a single-family residence. The applicant said no and they understood the code.

Mr. Furst asked why the other options they explored were not feasible. The microphone did not pick up the applicant's response. Mr. Furst asked if there was something that made their property different from surrounding homes. Again, the microphone didn't pick up the response.

Ms. Alabi asked questions about the other considerations for clarity.

Mr. Furst asked about the applicant's ability to replace the current deck. Ms. Bauthier explained attached and detached decks and their requirements along with the replacement of under 75%.

Mr. Meyer recalled in the previous meeting that the deck was completely rotted and that it is in rough shape and probably wouldn't qualify for the 75% replacement.

The applicant asked some questions, but they were inaudible.

Mr. Furst made a motion to deny the variance, and it was seconded by Mr. Brusk.

Mr. Meyer explained that only five board members were present, and they would need four votes to pass. Also, if the variance was denied, they would have to wait a year to apply again. If the applicant would like to withdraw the variance, they would not be held to the one-year period for resubmitting.

The applicant would like to withdraw their application.

Mr. Furst withdrew his motion.

Mr. Furst: Understanding the applicant would like to withdraw their application, I move that this application be withdrawn.

Mr. Brusk: I second.

RESULT:	Withdrawn
MOVER:	Furst
SECONDER:	Brusk
AYES:	Ward, Brusk, Barnhart, Alabi, Furst

App# 2024-0770; 6008-6014 E. Livingston Ave; John Gleason for One Souss LLC; Variance

Ms. Buathier read the staff report into the record.

Mr. Gleason is here on behalf of the property owner and the tenant. Both fire and public safety have reviewed both variances and have no issues with any of the requests. Mr. Gleason thought this was a simple conditional use permit. They removed a bar that had caused some issues in the area, and were putting in a small format grocery store. As staff pointed out, the new code now requires, since there's a change of use, that we meet the new parking requirements. Next door, a restaurant moved out, and a new restaurant moved in. They did not need to meet the requirements due to it being the same use. If they had been quicker and put a bar in right away, they wouldn't have to meet these parking requirements. He believes the staff's biggest issue is with the precedent issue. He is not aware of anyone being denied or allowed. He understands the precedent issue that concerns staff, but believes the other factors outweigh any of that. He asked staff to pull up the map and showed them that other properties have parking in the back and, while they are grandfathered in, the issue is going to come up in the future. Mr. Gleason explained the hardship of not being able to use this property, because if any new use goes in there, they have to comply, and these spaces will not be able to be rented out because there's not enough parking. The other option they looked at was asking for a variance to reduce the number of parking spaces. He felt as if it was better to have more parking, especially because fire and public safety didn't have an issue with making the drive aisles smaller. He asked the board to approve the reduction in drive aisles, which fire and public safety have already agreed to.

Mr. Furst explained that they have granted drive aisle reductions in the Community

Commercial District, but have not done so in the Innovation District. By looking at the surrounding properties, it looks as if their properties are similar and asked the applicant how this wouldn't be considered a special privilege or circumstance that would otherwise be denied to those other properties.

Mr. Gleason explained there's always a first. If these properties are going to be used in the future, it may have to be done. The other option is to tear down the building and start over, but he doesn't think that should be required when this satisfies all the other requirements. He doesn't think it would be appropriate to deny something that is OK from all other issues just because somebody else in the future may ask for it.

Mr. Furst asked if putting a bar back in there would be a remedy available. Mr. Gleason and Attorney Shook explained that a bar is no longer considered permitted or conditional in that district. The previous bar was operating as a non-conforming use. Since the space has been vacant for more than six months, any use would need to be approved.

Mr. Brusk has concern that nothing can be done with this property ever again due to the code changes and thinks that would work as a hardship.

Mr. Meyer explained we only have five members present, and they would need four to pass. If they would like to table it, they were welcome to. Mr. Gleason would like to move forward.

Mr. Barnhart: I make a motion that the application for a variance be approved.

Mr. Brusk: I second.

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

Mr. Gleason talked about tabling this to file for a different variance to reduce the number of required parking spaces. He thought that, according to the last meeting, it made more sense to do the drive aisle variance than to reduce the number of parking spaces.

Ms. Buathier explained that with anything that is denied, the applicant can appeal to City Council.

App# 2024-0565; 6014 E. Livingston Ave; John Gleason for Caribbean Grocery Store LLC; Conditional Use

Mr. Gleason asked to table this application for two weeks. After discussing deadlines, Mr. Gleason asked to table it until the May 1st meeting.

Mr. Furst: The applicant would like to table this until the May 1st regularly scheduled meeting.

Ms. Barnhart: I second.

RESULT:	Tables until May 1st, 2025
MOVER:	Furst
SECONDER:	Barnhart
AYES:	Ward, Brusk, Barnhart, Alabi, Furst

NEW BUSINESS

6008-6014 E. Livingston Avenue; Zoning Code Violation/Cease and Desist; Appeal

Mr. Gleason asked to table this item until May 1st, 2025 as well.

Attorney Shook didn't want to continue it that far and would like it on the next meeting.

They agreed to meet in the middle at the April 17th meeting.

Mr. Furst: I understand the applicant would like to table the appeal until our next regularly scheduled meeting on April 17th, 2025.

Ms. Barnhart: I second.

RESULT:	Tabled until April 17th, 2025
MOVER:	Furst
SECONDER:	Barnhart
AYES:	Alabi, Barnhart, Brusk, Ward, Furst

OTHER BUSINESS

None

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Proclamation Recognizing April as Autism Awareness Month

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Proclamation of Recognizing April as Autism Awareness Month

Whereas, Autism Spectrum Disorder (ASD) is a complex and lifelong developmental condition that affects communication, behavior, social interaction, and individuals and families across all communities; and

Whereas, autism is a real and scientifically recognized neurodevelopmental disorder, supported by decades of research and clinical observation, and not a result of personal choices, parenting styles, or external conspiracies; and

Whereas, multiple extensive, peer-reviewed studies conducted around the world have found no link between vaccines and autism, reaffirming that vaccines are safe, essential to public health, and do not cause autism; and

Whereas, the rise in autism diagnoses over recent decades reflects a greater understanding of the broad spectrum of autistic traits, enhanced diagnostic tools, and a more inclusive recognition of how autism presents across diverse populations; and

Whereas, historically, diagnostic criteria have been based primarily on how autism presents in boys, leading to underdiagnosis and misdiagnosis in girls, women, and marginalized communities, whose presentations may differ from traditional stereotypes; and

Whereas, increased awareness of autism in females and underrepresented groups is essential for ensuring accurate diagnosis, early intervention, and equitable support; and

Whereas, embracing neurodiversity and promoting acceptance, inclusion, and accessibility empowers individuals with autism to thrive in education, employment, and community life.

NOW BE IT RESOLVED THAT THE REYNOLDSBURG CITY COUNCIL:

does hereby proclaims the month of April as Autism Awareness Month, and calls upon all

citizens to learn more about autism, dispel harmful myths, and promote a culture of understanding, respect, and support for all autistic individuals. Let us celebrate the strengths, talents, and contributions of autistic people, and continue working together to create a society where every person is valued and included.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Proclamation Honoring the Reynoldsburg High School Mock Trial Team

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Proclamation of Recognizing the Reynoldsburg Mock Trial Team

Whereas, the achievements of the Reynoldsburg Mock Trial team highlight the commitment, spirit, and pride of the Reynoldsburg community and should be recognized; and

Whereas, the Mock Trial team is made up of Team Attorneys Senai Alem, Nia McLaughlin, Lauren Johnson, and Flyte Broyles; Team Witnesses Kaitlyn Lloyd, Amani McNair, Joshi Mohit, and Aditi Pyakurel; and Team Bailiffs Danielle Moorman and Rutendo Mukumba; and

Whereas, this Raider team had an extremely competitive year qualifying for the State Competition with the following members earning individual awards – Nia McLaughlin, Regional and District Outstanding Attorney; Senai Alem, District Outstanding Attorney; Nia McLaughlin, State Outstanding Witness Amani McNaire, Regional Outstanding Witness Joshi Mohit; Regional Outstanding Witness Aditi Pyakurel; and District Outstanding Witness Kaitlyn Lloyd; and

Whereas, this team showed commitment and dedication to the team and to each other, putting in long hours of preparation and performance; and

Whereas, the Team Advisors also need recognition for their hard work in leading and supporting this successful team – Laura Fischer, Cheyenne Hunt, America Andrade, Darrin Leist, and Chris Shook; and

Whereas, Ohio Mock Trial offers an innovative approach to learning the law and how our legal system functions. Guided by teachers, volunteers, legal students, students participate in an original, unscripted simulated trial arguing both sides of the case in real courtrooms across the state; and

Whereas, it is important for the Reynoldsburg City Council to recognize this team's achievement and express our pride in the young people you are.

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

That City Council and staff do hereby acknowledge and applaud the Reynoldsburg Mock Trial team on their success and triumph in qualifying for the Ohio state championships.

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

April 15, 2025

Chairman Cicak called the April meeting of the Treasury Investment Board (T.I.B.), to order at 10:17 a.m. Members present were, City Auditor Stephen Cicak, and City Attorney Chris Shook.

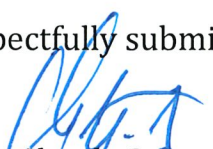
The Auditor presented:

- 1) City of Reynoldsburg Investment Strategy Update for April 15, 2025, prepared by Eileen Stanic at Meeder Public Funds.
- 2) U.S. Bank Custodial Account for March 2025
- 3) State Treasurer Asset Reserves of Ohio- Star Ohio March 2025
- 4) State Treasurer Asset Reserves of Ohio- Bond Funds March 2025 Earnings.

The next meeting of the T.I.B. will be Tuesday, May 20, 2025 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:36 a.m.

Respectfully submitted,



Chris Shook, Secretary



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: West Licking Fire District

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: West Licking Fire District March 2025 Report

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Filter statement

Filters Alarm Date Range 3/1/25 to 3/31/25 Is Locked true Is Active true

Fire Resources - Personnel and Units

Total Incidents

Average Time On Scene

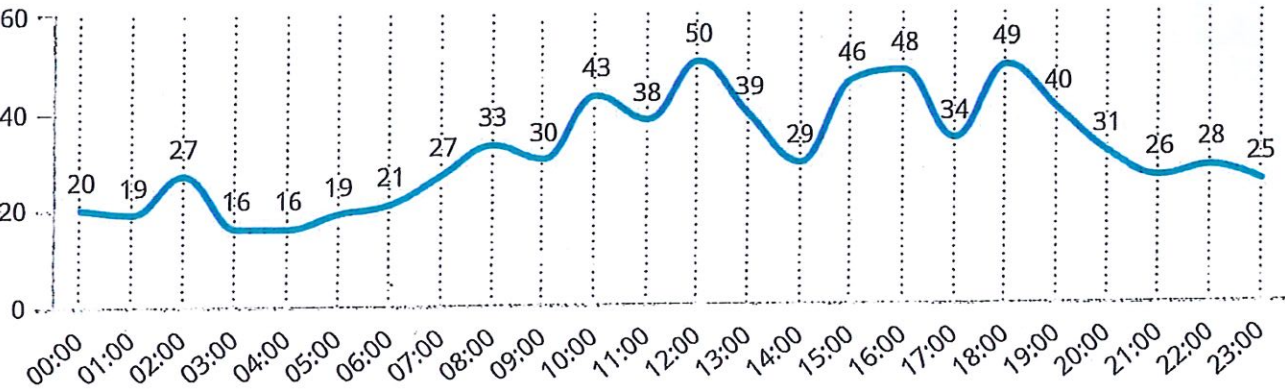
Count of Incidents

754

Average Time On Scene

39m:09s

Call Volume over Time



Filter statement

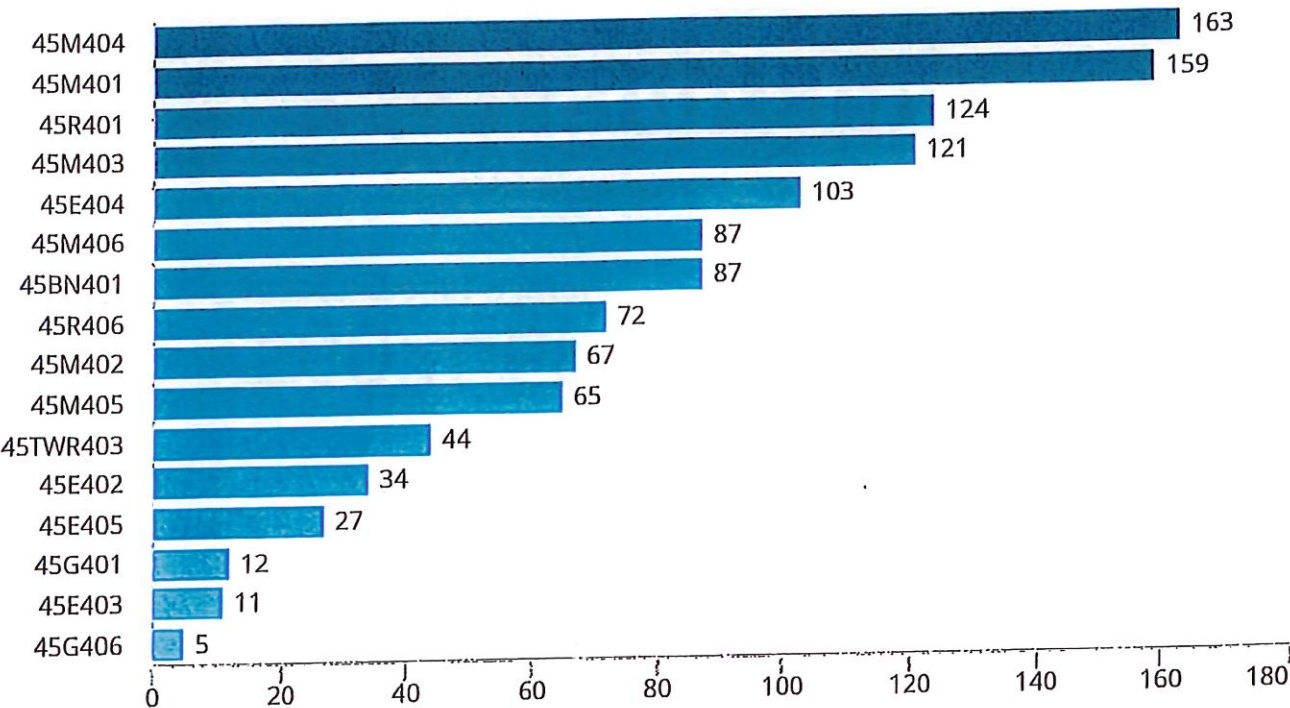
Filters

Alarm Date Range 3/1/25 to 3/31/25

Is Locked true

Is Active true

Count of Calls by Unit



Filter statement

Filters Alarm Date Range 3/1/25 to 3/31/25 Is Locked true Is Active true

Fire Incident Types

Count of Total Incidents	Fire Calls	EMS Calls	Other Calls
Count of Incidents 754	Count of Fire Calls 33 Percent of Fire Calls 4.4%	Count of EMS Calls 566 Percent of EMS Calls 75.1%	Count of Other Calls 155 Percent of Other Calls 20.6%

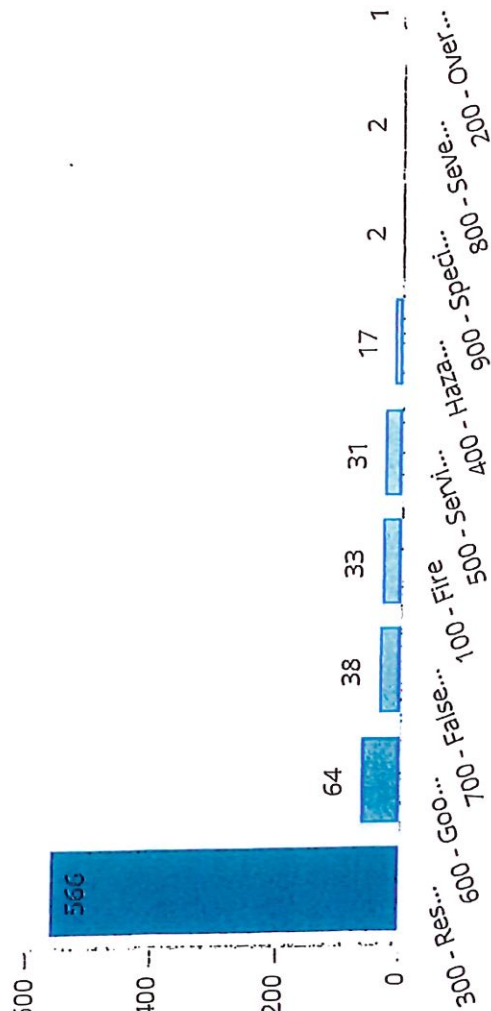
Fire Incident Types

Apr 7, 2025 8:27:10 AM [Fire Incidents](#)

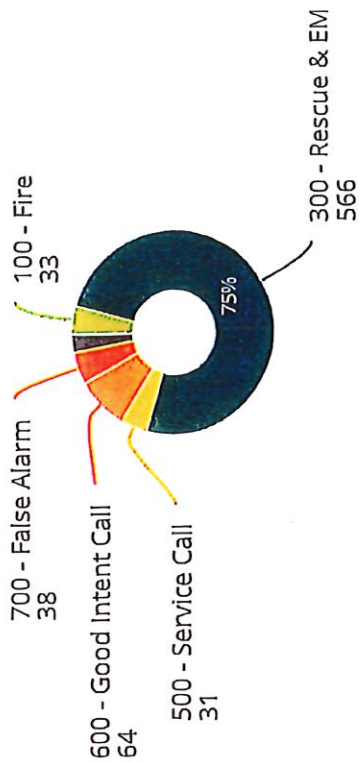
Filter statement

Filters Alarm Date Range 3/1/25 to 3/31/25 Is Locked true Is Active true

Count of Incidents by Incident Type Group and Year



Percentage of Incident Type Group



Transports by Destination and Turnaround Time Apr 7, 2025 8:28:42 AM EMS

Filter statement

Filters Dispatch Date Range 3/1/25 to 3/31/25 Is Locked true Is Active true [1 more...](#)

Count and Percentage of Incidents at each Destination

Destination Location Name	Count of Incidents	Percent of Incidents	Me
Mount Carmel East Hospital	171	45.72%	
Licking Memorial Hospital	75	20.05%	
Ohio Health Pickerington Emergency Care Center	40	10.70%	
Mount Carmel Reynoldsburg	26	6.95%	
MC New Albany	19	5.08%	
Nationwide Children's Hospital	18	4.81%	
OSU Wexner Medical Center	9	2.41%	
Ohio Health Reynoldsburg	5	1.34%	
St. Ann's Mt. Carmel Hospital	3	0.80%	
Grant Medical Center	3	0.80%	
Riverside Methodist Hospital	2	0.53%	
OSU East	2	0.53%	
Pickerington Methodist Hospital	1	0.27%	
Grand Total	374	100.00%	

Filter statement

Filters

Days in Alarm DateTime 3/1/25 to 3/31/25 Is Locked true Is Active true

Fire Aid Given or Received

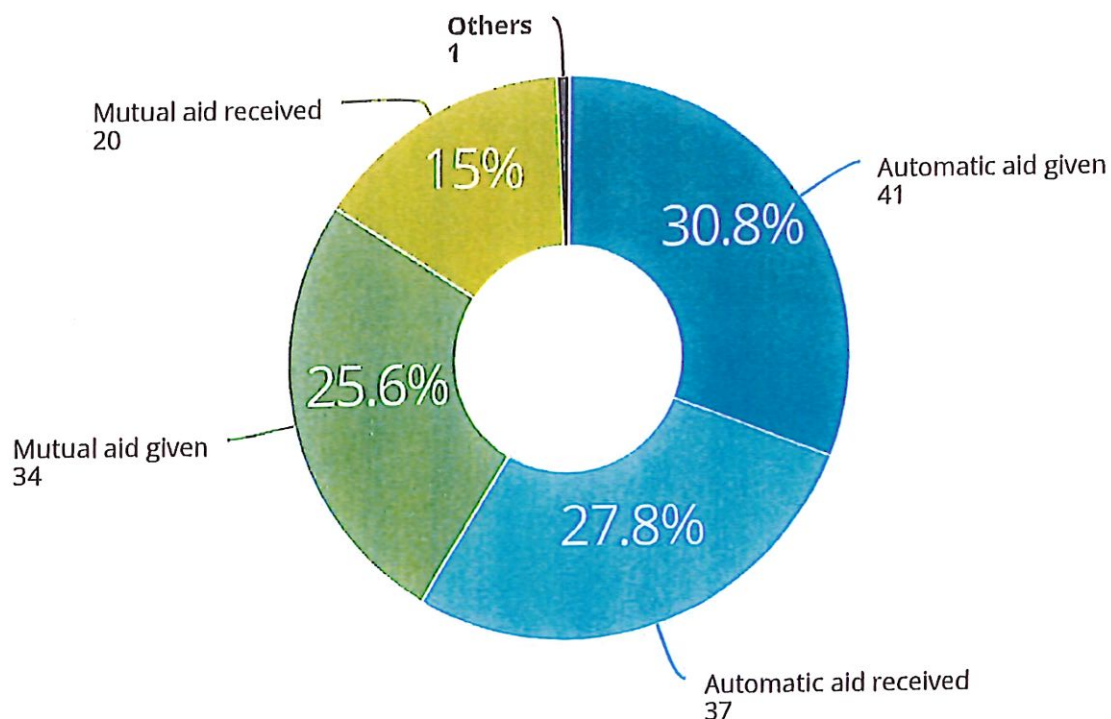
Count of Incidents

Count of Incidents
754

Count of Incidents with Aid Given or Received

Count of Incidents with Aid Given or ...
133
Percent of Incidents with Aid Given or Re... **17.6%**

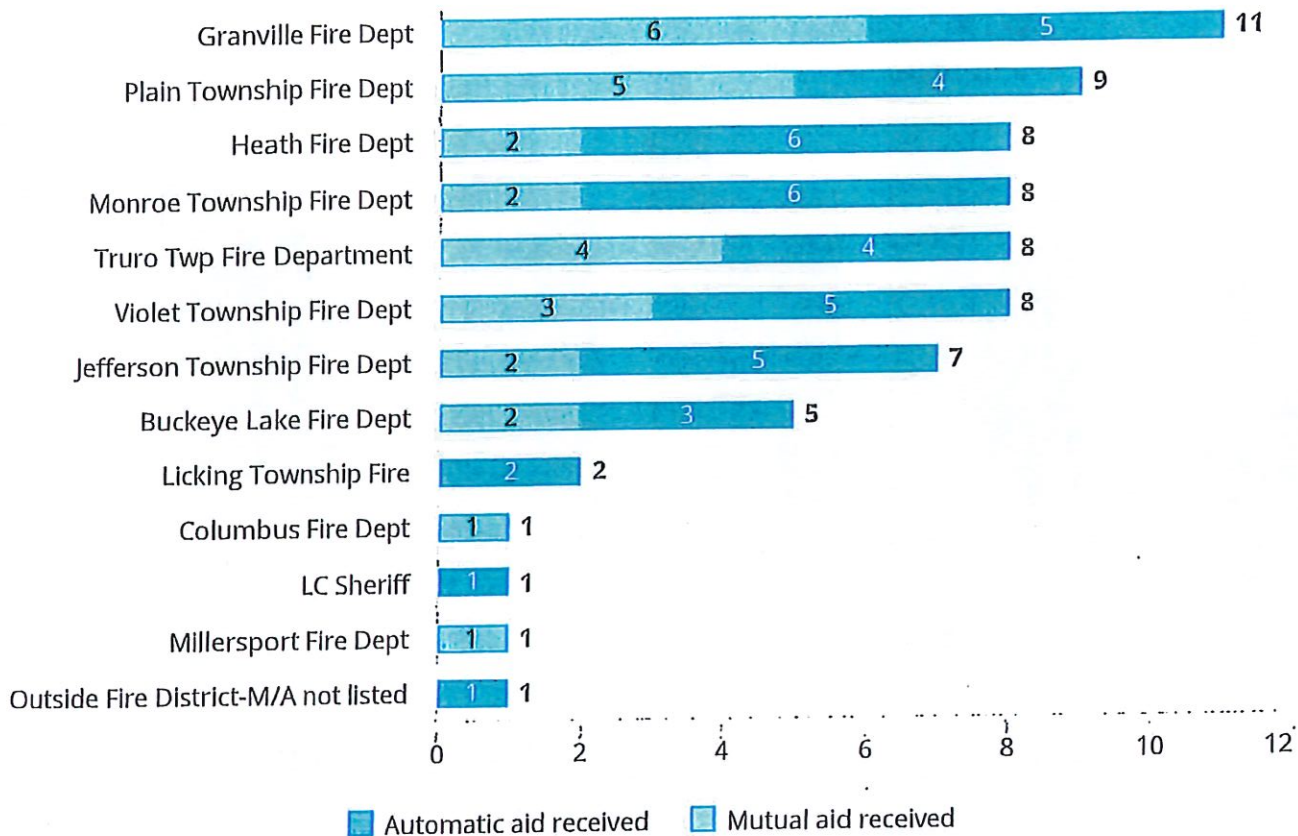
Breakdown of Aid Given/Received



Filter statement

Filters Days in Alarm DateTime 3/1/25 to 3/31/25 Is Locked true Is Active true

Aid Received Breakdown by Agency

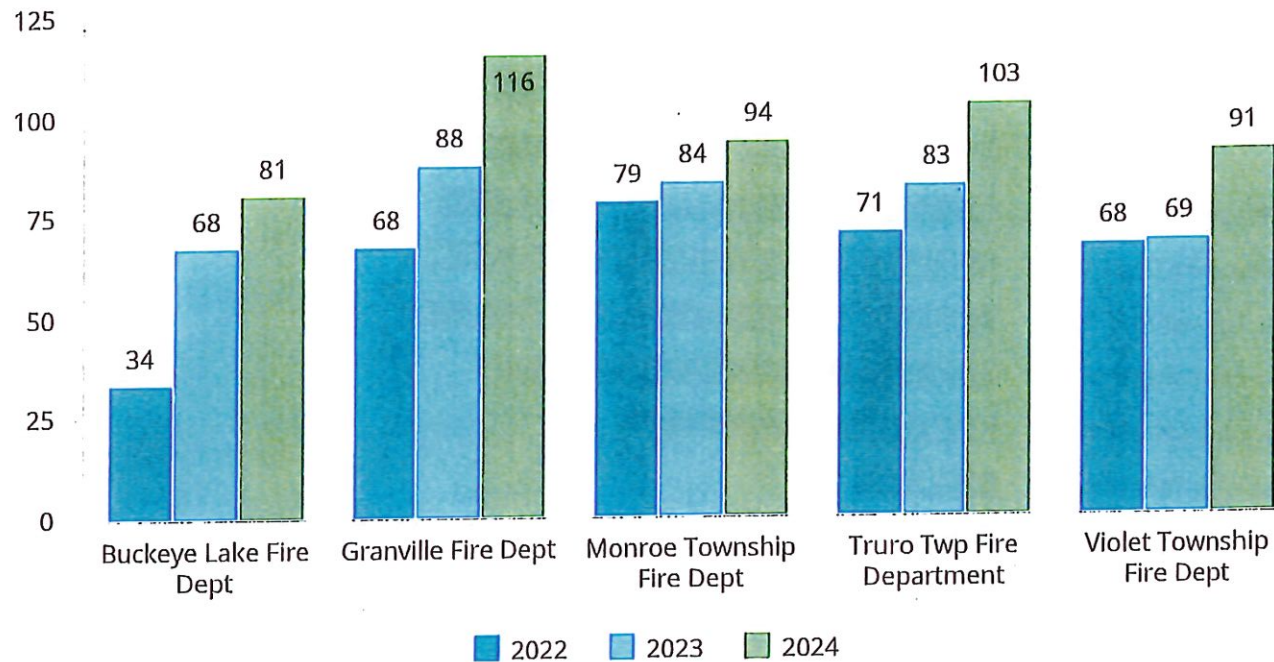


The graphs below use separate Alarm DateTime filters from the dashboard and display the top 5 agencies by volume.

Filter statement

Filters Days In Alarm DateTime 3/1/25 to 3/31/25 Is Locked true Is Active true

Aid Received by Agency (past 3 complete years)



The table below shows records included in the dashboard filters for Alarm DateTime.

#VALUE! Overlapping EHR Incidents Worksheet

3/1/2025
3/31/2025

373
754
49%

Incident Number	Time in Dispatched	Time in Call Closed	Overlapping
2025-00001575	3/1/2025 0:05	3/1/2025 0:20	
2025-00001576	3/1/2025 0:29	3/1/2025 1:13	0
2025-00001577	3/1/2025 5:37	3/1/2025 5:39	0
2025-00001578	3/1/2025 7:00	3/1/2025 7:45	0
2025-00001579	3/1/2025 8:19	3/1/2025 8:33	0
2025-00001580	3/1/2025 8:52	3/1/2025 9:34	0
2025-00001581	3/1/2025 10:03	3/1/2025 10:54	0
2025-00001582	3/1/2025 11:04	3/1/2025 11:25	0
2025-00001583	3/1/2025 12:15	3/1/2025 12:22	0
2025-00001584	3/1/2025 13:05	3/1/2025 13:35	0
2025-00001585	3/1/2025 13:56	3/1/2025 14:17	0
2025-00001586	3/1/2025 14:46	3/1/2025 15:57	0
2025-00001587	3/1/2025 15:14	3/1/2025 15:15	1
2025-00001588	3/1/2025 15:45	3/1/2025 16:36	1
2025-00001589	3/1/2025 15:47	3/1/2025 15:54	2
2025-00001590	3/1/2025 16:12	3/1/2025 16:23	1
2025-00001591	3/1/2025 16:13	3/1/2025 16:56	2
2025-00001592	3/1/2025 17:02	3/1/2025 17:26	0
2025-00001593	3/1/2025 17:28	3/1/2025 17:53	0
2025-00001594	3/1/2025 17:30	3/1/2025 17:38	1
2025-00001595	3/1/2025 19:15	3/1/2025 19:26	0
2025-00001596	3/2/2025 0:05	3/2/2025 0:21	0
2025-00001597	3/2/2025 5:08	3/2/2025 5:26	0
2025-00001598	3/2/2025 7:45	3/2/2025 9:01	0
2025-00001599	3/2/2025 9:27	3/2/2025 9:45	0
2025-00001600	3/2/2025 10:06	3/2/2025 10:20	0
2025-00001601	3/2/2025 10:21	3/2/2025 10:51	0
2025-00001602	3/2/2025 10:26	3/2/2025 10:37	1
2025-00001603	3/2/2025 10:35	3/2/2025 11:25	2
2025-00001604	3/2/2025 11:13	3/2/2025 12:13	1
2025-00001605	3/2/2025 12:21	3/2/2025 13:19	0
2025-00001606	3/2/2025 14:55	3/2/2025 15:05	0
2025-00001607	3/2/2025 15:18	3/2/2025 15:24	0
2025-00001608	3/2/2025 15:52	3/2/2025 16:30	0
2025-00001609	3/2/2025 15:55	3/2/2025 16:32	1
2025-00001610	3/2/2025 16:56	3/2/2025 17:07	0
2025-00001611	3/2/2025 17:12	3/2/2025 18:04	0
2025-00001612	3/2/2025 18:35	3/2/2025 18:50	0
2025-00001613	3/2/2025 19:06	3/2/2025 19:55	0
2025-00001614	3/2/2025 23:05	3/2/2025 23:05	0
2025-00001615	3/2/2025 23:36	3/3/2025 0:00	0
2025-00001616	3/3/2025 1:11	3/3/2025 1:45	0
2025-00001617	3/3/2025 2:16	3/3/2025 2:43	0
2025-00001618	3/3/2025 2:19	3/3/2025 3:02	1
2025-00001619	3/3/2025 2:22	3/3/2025 3:21	2
2025-00001620	3/3/2025 2:36	3/3/2025 3:19	3
2025-00001621	3/3/2025 3:05	3/3/2025 3:30	2
2025-00001622	3/3/2025 4:57	3/3/2025 5:43	0
2025-00001623	3/3/2025 6:31	3/3/2025 7:32	0



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Creating a Designated Outdoor Refreshment Area (DORA) and Establishing Safety and Sanitation Plans

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**AN ORDINANCE CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA
(DORA) AND ESTABLISHING SAFETY AND SANITATION PLANS**

WHEREAS, Section 4301.82 of the Ohio Revised Code permits a municipality with a population of less than thirty-five thousand to create a Designated Outdoor Refreshment Area within its corporate limits; and

WHEREAS, on April 14, 2025, the Mayor of the City of Reynoldsburg filed an application with City Council for approval of a Designated Outdoor Refreshment Area in a specified area of the City (the "Application"), as described in the application; and

WHEREAS, pursuant to Section 4301.82(C) of the Ohio Revised Code, notice of the filing of the application for a Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City of Reynoldsburg once a week for two separate weeks; and

WHEREAS, this Council conducted a public hearing on May 12, 2025 to consider the Application; and

WHEREAS, this Council finds the Application is in compliance with Section 4301.82(B) of the Ohio Revised Code and that the Designated Outdoor Refreshment Area to be created would

be in compliance with Section 4301.82(D) of the Ohio Revised Code; and

WHEREAS, this Council finds the Designated Outdoor Refreshment Area will serve to enhance the experiences of patrons of City business establishments and the attendees of special events held within the City.

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

Section 1. The Application for the designation of certain property in the City as a Designated Outdoor Refreshment Area is hereby approved, and there is hereby created the Reynoldsburg DORA Downtown Outdoor Refreshment Area ("Reynoldsburg DORA").

Section 2. Council finds there is compliance with the public notice requirements of Section 4301.82 of the Ohio Revised Code prior to the passage of this Ordinance.

Section 3. In order to ensure public health and safety within the Reynoldsburg DORA, City Council establishes the following requirements:

1. The specific boundaries of the Reynoldsburg DORA, including street addresses, are shown on the attached Exhibit A and B.
2. There will be signs designating the boundary of the Reynoldsburg DORA, as set forth in the attached Exhibit C.
3. The hours of operation for the Reynoldsburg DORA will be from March 1 through November 1, annually, on Thursday through Friday, from 4:00 p.m. to 10:00 p.m. and on Saturday through Sunday, from 12:00 p.m. to 10:00 p.m. Special hours for the Reynoldsburg DORA will be allowed as designated in advance by the Mayor for holidays and/or special events, with the consent of Council.
4. The Safety Plan has been established to ensure public safety in the Reynoldsburg DORA, which will be implemented by the Reynoldsburg Police Department and the Truro Township Fire Department, consistent with the attached Exhibit F. The Safety Plan can be implemented with existing staff.
5. The Sanitation Plan has been established to maintain the appearance and public health of the Reynoldsburg DORA, to be implemented through collaboration by the Reynoldsburg Departments of Public Service and Parks and Recreation, as set forth in the attached Exhibit E. The Sanitation Plan can be executed with existing staff.
6. For purposes of the Reynoldsburg DORA, beer and intoxicating liquor shall be served solely in plastic bottles or other plastic containers that are distinctly marked.

Section 4. Five years from the effective date of the Ordinance, and every five years thereafter, Council shall review the operation of the Reynoldsburg DORA herein established and shall

either approve its continued operation or dissolve it.

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.



**APPLICATION TO THE COUNCIL OF THE CITY OF REYNOLDSBURG
FOR THE ESTABLISHMENT OF A DESIGNATED OUTDOOR
REFRESHMENT AREA**

Submitted April 14, 2025

The Office of the Mayor of the City of Reynoldsburg, Ohio respectfully submits the following application to the Council for the City of Reynoldsburg to approve and enact a Designated Outdoor Refreshment Area in accordance with Section 4301.82 of the Ohio Revised Code.

By: Joe Begeny, Mayor

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V.	LAND USE AND ZONING	
VI.	PUBLIC SANITATION	
VII.	PUBLIC SAFETY	
VIII.	SIGNAGE PLAN	
IX.	REYNOLDSBURG DORA RULES OF OPERATION	
X.	APPENDIX	
	EXHIBIT A:	DORA BOUNDARY
	EXHIBIT B:	DORA PARCEL LIST
	EXHIBIT C:	DORA LOGO AND SIGNAGE
	EXHIBIT D:	DORA PUBLIC SAFETY PLAN
	EXHIBIT E:	DORA PUBLIC SANITATION PLAN
	EXHIBIT F:	OFFICIAL ZONING MAP

INTRODUCTION

The Office of the Mayor of the City of Reynoldsburg, Ohio hereby submits this application to the Council of the City of Reynoldsburg, Ohio to approve and establish a Designated Outdoor Refreshment Area (DORA) pursuant to Section 4301.82 of the Ohio Revised Code (ORC). The proposed application meets all of the state requirements.

ORC Section 4301.82 permits an executive officer of a Municipal Corporation to submit an application to the legislative authority for the Municipal Corporation to establish a DORA. Upon approval by Council, the DORA is created. The Division of Liquor Control is then responsible for issuing permits within the DORA designation on the permit to all A-1, A-1-A, A-1c, A-2, A-2f, or D liquor permit holders. Any person carrying an opened, approved container of beer or intoxicating liquor, if purchased from an establishment with a DORA designated permit, is exempt from the Open Container laws of the State of Ohio and of the City of Reynoldsburg.

This application contains, as required by state law, a map in sufficient detail to identify the boundaries, which does not exceed 320 contiguous acres; a general statement of the nature and types of establishments that will be located within the DORA; a list of two (2) or more qualified permit holders; a safety and sanitation plan; and evidence that the uses of land within the DORA are consistent with the zoning map of the City.

Within forty-five (45) days of this application, City Council shall publish notice of the application at least twice in a newspaper of general circulation in the City setting forth the date and time for a public hearing.

I. DORA BOUNDARY

In accordance with Section 4301.82(B)(1)(a) and (F)(1)(a), the boundaries of the DORA are depicted in the Appendix. The DORA is approximately 57.55 acres.

The boundary of the DORA encompasses most of what is commonly known as Olde Reynoldsburg. This boundary includes the south side of E. Main Street from Davidson Drive to Waggoner Road, and the properties adjacent thereto, as well as the north side of E. Main Street from the entrance to JFK Park to the Olde Town East Shopping Center, and the properties adjacent thereto. The boundary of the DORA includes portions of JFK Park and Huber Park, but does not include any area of the parks where youth sports take place. Finally, the DORA includes parcels that are located along Blacklick Creek to the east from south of E. Main Street to the existing Parks and Service Building on Truro Ave.

II. POPULATION REQUIREMENT FOR DORA

The City of Reynoldsburg, Ohio has a population of 41,076 according to the 2020 decennial census. This is less than 50,000 and, therefore, in accordance with Section 4301.82(B)(1)(b) of the ORC, this DORA is eligible for consideration of up to three DORA districts. Regulations also specify that the DORA shall not exceed 320 contiguous acres if the population is less than 50,000.

III. NATURE AND TYPE OF ESTABLISHMENTS

In accordance with Section 4301.82(B)(2), the nature and types of establishments within the DORA are as follows: Olde Reynoldsburg is a hub for locally-owned small businesses, including restaurants and bars, other service oriented business such as clothing, insurance, barber shops, beauty shops, veterinarian, and an ice cream shop. The DORA would also include a prominent funeral home, places of religious worship, and public parks. Residential housing in the DORA is limited, but does include a small number of single-family homes and apartments.

IV. QUALIFIED PERMIT HOLDERS

1. 1883 Locale, LLC, Class D1/D2/D3/D6, 7345 E. Main Street, Reynoldsburg, Ohio 43068
Permit No. 6553070
2. Darshan Restaurant & Bar, LLC, Class D1/D2/D3/D6, 7524 E. Main Street, Reynoldsburg, Ohio 43068.
Permit No. 1935744
3. Hocking Brewing Co., Inc., Class A1A/A1C/A2/D6 (dba Eastside Brewing Co. & Patio), 1421 Davidson Drive, Reynoldsburg, Ohio 43068
Permit No. 38833710005
4. Hotwired Restaurant Group, LLC, Class D5/D6 (dba Tempe Taco Company), 7360 E. Main Street, 1st Floor Reynoldsburg, Ohio 43068.
Permit No. 4000162
5. Katrina Maklezow, Class D1/D2/D6 (dba Prost Beer & Wine Café), 7354 E. Main Street & Patio, Reynoldsburg, Ohio 43068.
Permit No. 5459545
6. Trivium Reynoldsburg, LLC, Class D1/D2/D5/D6 (Applications Pending), 7332 E. Main Street, Reynoldsburg, Ohio 43068.
Permit No. 9076855
7. TWDW, LLC, Class D5/D6, 7458 E. Main Street, Reynoldsburg, Ohio 43068.
Permit No. 91152360005
8. Vick's Pizza, LLC, Class D1/D2, 7345 E. Main Street, Reynoldsburg, Ohio 43068.
Permit No. 9266186
9. We Made It Restaurant Group, LLC, Class D1/D2/D3/D6 (dba Prost Beer and Wine Café), 7354 E. Main Street & Patio, Reynoldsburg, Ohio 43068.
Permit No. 9513983

V. LAND USE AND ZONING

In accordance with Section 4301.82(B)(4), the land uses within the DORA are zoned primarily Olde Reynoldsburg Commercial (ORD-C), but the DORA does include parcels designated as Open Space (OS), East Main Street Insight District (EMD), and Olde Reynoldsburg Neighborhood (ORD-N). The proposed DORA is in accordance with the 2018 City of Reynoldsburg Comprehensive Master Plan, which describes the area as an “important gathering place for Reynoldsburg residents” with the goal to promote development that creates an interesting and stimulating pedestrian environment.

The creation of a DORA in this area aligns with the goals of the Zoning Code, which states that the primary intent of this area is to strengthen the mixed-use, pedestrian-oriented nature of historic downtown. The pedestrian, consumer environment is the primary feature of this district – which includes bars, restaurants, retail, new mixed-use development. Such pedestrian traffic will highlight our small businesses, creating new economic opportunity for, not just the permit holders in the area, but other businesses as well.

The City of Reynoldsburg Zoning Map can be found in Exhibit F in the Reynoldsburg DORA Application Appendix.

VI. PUBLIC SANITATION

In accordance with Section 4301.82(B)(5) and (F)(1)(d), a Public Sanitation Plan has been developed to ensure a sanitary environment in the DORA and help maintain the appearance and public health of the area within the DORA. The Public Sanitation Plan can be found in the Appendix of this application. The Public Sanitation Plan can be executed with existing staff.

VII. PUBLIC SAFETY.

In accordance with Section 4301.82(B)(5) and (F)(1)(d), a Public Safety Plan has been developed to ensure public safety in the DORA. The Public Safety Plan can be found in the Appendix of this application. The Public Safety Plan can be executed with existing staff.

VIII. SIGNAGE PLAN

In accordance with Section 4301.82(F)(1)(b), the City of Reynoldsburg will install signage at all entry/exit points of the DORA. The signs will be mounted and located at street intersections along the boundary of the DORA. The content and style of the signs is still under development; however, the working draft is attached in the Appendix of this application. At a minimum, the signage will clearly mark the DORA boundary as well as any stipulations surrounding permitted activities inside and outside the boundary area, including hours of operation.

IX. REYNOLDSBURG DORA HOURS OF OPERATION

A. Hours of Operation

In accordance with Section 4301.82(F)(1)(c), the hours of operation for the DORA will be Thursday and Friday from 4:00 pm until 10:00 pm and on Saturday and Sunday from 12:00 pm until 10:00 pm. The DORA will be operational from March 1 until November 1 of each calendar year.

The Mayor does request that Council reserve the right to allow the Administration to temporarily suspend or expand DORA hours in order to accommodate permitting of special events that may occur within the DORA. The Mayor will first seek specific Council approval by Resolution if there is such an occurrence.

B. Official DORA Cup

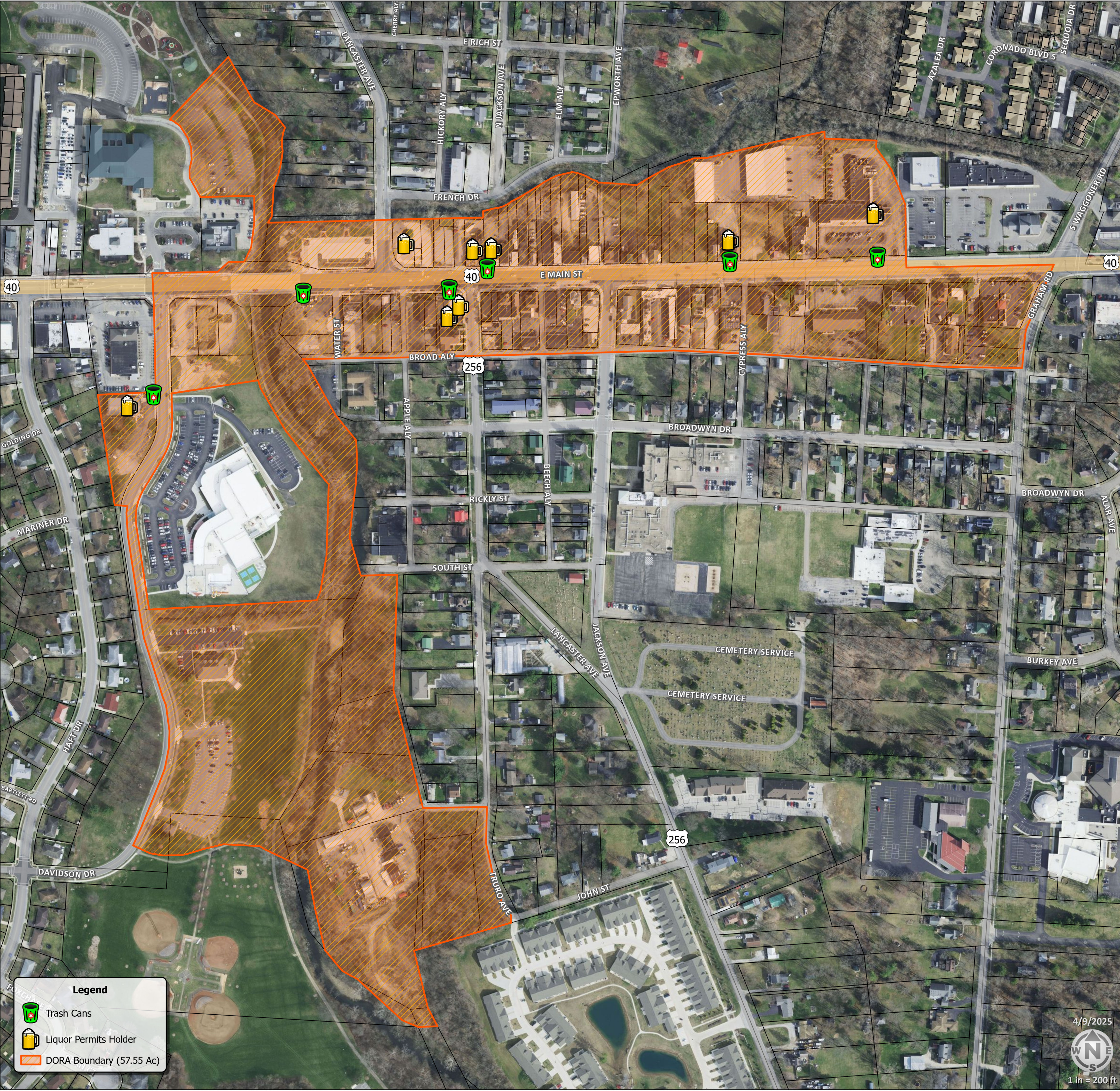
In accordance with Section 4301.82(F)(1)(g), beer, wine, and intoxicating liquor shall only be consumed within the DORA in the specifically approved non-glass containers approved by the Mayor's Office (the "Official Cup"). No other container will be permitted.

Used cups must be disposed of before entering any establishment of a qualified permit holder. The sales and distribution of the DORA cups will be managed by the Mayor's Office. The Mayor may, upon mutual agreement, designate another organization, such as the local chamber of commerce or visitor's bureau, to manage the sale and distribution of cups.

C. Additional Requirements

In accordance with Section 4301.82(B)(5), and in conjunction with other rules, standards and requirements set forth in this application, additional rules and requirements for the purpose of ensuring public safety and health within the DORA are as follows:

1. A person may have in the person's possession an open container of beer, wine, or intoxicating liquor at an outdoor location within the DORA if the the open container of beer, wine, or intoxicating liquor was purchased from a qualified permit holder to which all of the following apply:
 - a. The permit holder's premises is located within the DORA; and
 - b. The permit held by the permit holder has an outdoor refreshment area designation; and
 - c. The open container consists of an official DORA cup.
2. No person shall do any of the following:
 - a. Enter the premises of an establishment of a qualified permit holder within the DORA while possessing an open container of beer, wine, or intoxicating liquor acquired elsewhere; or
 - b. Possess an open container of beer, wine, or intoxicating liquor while being in or on a motor vehicle within the DORA unless possession is otherwise authorized under Division (D) or (E) of Section 4301.62 of the ORC.



Legend

Trash Cans

Liquor Permits Holder

DORA Boundary (57.55 Ac)

Designated Outdoor Refreshment Area (DORA)

Reynoldsburg
OHIO • 1839

DORA PROPERTIES - CITY OF REYNOLDSBURG

NO.	PARCEL ID	SITE ACRES	SITE ADDRESS	OWNER NAME	MAILING ADDRESS	DORA ACRES	PERMIT
1	060-003873	9.84	RETTON RD	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH, 43068	0.98 (10%)	
2	060-007542	4.13	1615 TRURO AV REAR	VILLAGE OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH, 43068	3.91 (94.7%)	
3	060-000022	0.09	E MAIN ST	JUNGKUNZ VINCENT G TR & JUNGKUNZ NANCY LEE TR	1165 CROSS CREEKS RIDGE PICKERINGTON OH 43147		
4	060-000029	0.21	7449 E MAIN ST	7449 E MAIN ST LLC	6954 AMERICANA PKWY REYNOLDSBURG OH 43068		
5	060-000030	0.21	7439 E MAIN ST	MATT BREakey INSURANCE AGENCY INC	13934 WHISPERING CT PICKERINGTON OH 43147		
6	060-000032	0.02	7339 E MAIN ST	PIE MASTERS LLC	7333 E MAIN ST REYNOLDSBURG OH 43068		
7	060-000036	0.07	E MAIN ST	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
8	060-000042	0.13	1415 LANCASTER AV	NEW ANTIOCH BIBLE FELLOWSHIP	1415 LANCASTER AVE REYNOLDSBURG OH 43068		
9	060-000043	0.50	E MAIN ST	SALITE MEHERET MARIYAM KIDUS URAEL ETHIOPIA ORTHODOX TEWAHDO CHURCH INC	3156 PORTMAN RD COLUMBUS OH 43232		
10	060-000054	0.04	LANCASTER AV	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
11	060-000057	0.02	E MAIN ST	PIE MASTERS LLC	7333 E MAIN ST REYNOLDSBURG OH 43068		LIQUOR
12	060-000060	0.09	7448 E MAIN ST	JWF PROPERTIES LLC	504 CHERRY BOTTOM RD GAHANNA OH 43230		
13	060-000062	0.10	7379 E MAIN ST	JUNGKUNZ VINCENT G TR & JUNGKUNZ NANCY LEE TR	1165 CROSS CREEKS RIDGE PICKERINGTON OH 43147		
14	060-000065	0.02	7330 E MAIN ST	TRIVIMUM REYNOLDSBURG INVESTMENTS LLC	207 N LAZELLE ST COLUMBUS OH 43215		
15	060-000071	0.42	7277 E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
16	060-000072	0.13	7315 E MAIN ST	MYERSCO BUILDERS LLC	7315 E MAIN ST REYNOLDSBURG OH 43068		
17	060-000086	0.14	7323 E MAIN ST	JMAX LLC	7323 E MAIN ST REYNOLDSBURG OH 43068		
18	060-000089	0.07	7333 E MAIN ST	PIE MASTERS LLC	7333E MAIN ST REYNOLDSBURG OH 43068		
19	060-000090	0.19	7330 E MAIN ST	TRIVIMUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		LIQUOR
20	060-000093	0.23	1467 GRAHAM RD	WILLIS WILLIAM L SR TR & MCCONNELL WILLIS MARILYN TR	7563 E MAIN ST REYNOLDSBURG OH 43068		
21	060-000102	0.10	7381 BROAD AL	COTNER PROPERTY & MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
22	060-000118	0.25	7295 MAIN ST	DICKERSON NANCY S TR & CLANCY AMANDA D TR	180 PARKVIEW CT CARMEL IN 46032		
23	060-000122	0.10	7345 E MAIN ST	PIE MASTERS LLC	7333 E MAIN ST REYNOLDSBURG OH 43068		LIQUOR
24	060-000129	0.11	7457 E MAIN ST	SALITE MEHERET MARIYAM KIDUS URAEL ETHIOPIA ORTHODOX TEWAHDO CHURCH INC	3156 PORTMAN RD COLUMBUS OH 43232		
25	060-000130	0.04	E MAIN ST REAR	ILES AUDREY L TOD	1567 ALAR AVE REYNOLDSBURG OH 43068		
26	060-000144	0.24	7369 E MAIN ST	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
27	060-000152	0.20	7387 E MAIN ST	OLDE REYNOLDSBURG LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
28	060-000156	0.25	E MAIN ST	JMAX LLC	7323 E MAIN ST REYNOLDSBURG OH 43068		
29	060-000160	0.01	1410 S LANCASTER AV	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
30	060-000179	0.05	7378 E MAIN ST	MADISON JOAN D	7777 PRIESTLEY DR REYNOLDSBURG OH 43068		
31	060-000182	0.03	7370 E MAIN ST	MY OHIO HOME STORE LLC	2190 JAMES RD GRANVILLE OH 43023		
32	060-000183	0.11	7330 E MAIN ST	TRIVIMUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		
33	060-000184	1.11	7312 E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
34	060-000188	0.16	7363 E MAIN ST	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
35	060-000190	0.46	7429 - 7435 E MAIN ST	HUGHES ANDREW & BONHOMME NANCY, HUGHES JANET, HUGHES TIMOTHY	7435 E MAIN ST OFC REYNOLDSBURG OH 43068		
36	060-000191	0.07	LANCASTER AV	PIE MASTERS LLC	7333 E MAIN ST REYNOLDSBURG OH 43068		
37	060-000194	0.30	7453 E MAIN ST	HN HOLDINGS LLC	17435 S LEOPOLD CIRCLE RD LEOPOLD IN 47551		

38	060-000195	0.11	7365 - 7367 E MAIN ST	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
39	060-000200	0.14	7330 E MAIN ST	TRIVIUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		
40	060-000215	0.09	7330 E MAIN ST	TRIVIUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		
41	060-000216	0.18	7457 - 7467 E MAIN ST	SALITE MEHERET MARIYAM KIDUS URAEL ETHIOPIA ORTHODOX TEWAHDO CHURCH INC	3156 PORTMAN RD COLUMBUS OH 43232		
42	060-000218	0.03	7330 E MAIN ST	TRIVIUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		
43	060-000219	0.29	1416 JACKSON AV	OLDE REYNOLDSBURG CHURCH LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
44	060-000222	0.19	1415 WATER ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
45	060-000226	0.25	7305 - 7307 E MAIN ST	1833 FRENCH HOUSE HOLDING COMPANY LLC	P O BOX 13010 COLUMBUS OH 43213		
46	060-000227	0.12	7311 E MAIN ST	RING GAUGE HOLDINGS LTD	7311 E MAIN ST REYNOLDSBURG OH 43068		
47	060-000236	0.19	7443 E MAIN ST	ABSTEN L LARRY & ABSTEN DONNA A	6975 TAYLOR RD SW REYNOLDSBURG OH 43068		
48	060-000242	0.04	7361 E MAIN ST	COTNER PROPERTY MANAGEMENT LLC	7369 E MAIN ST REYNOLDSBURG OH 43068		
49	060-000272	0.05	7395 E MAIN ST	KEVIN PATEL LLC	7395 E MAIN ST REYNOLDSBURG OH 43068		
50	060-000293	0.02	7324 BROAD AL	JMAX LLC	7323 E MAIN ST REYNOLDSBURG OH 43068		
51	060-000959	0.40	7221 E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
52	060-001811	11.05	1520 DAVIDSON DR	VILLAGE OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH, 43068	8.53 (77.2%)	
53	060-002863	1.70	E MAIN ST REAR	7500 EAST MAIN LLC	141 E TOWN ST STE#200 COLUMBUS OH 43215	1.69 (99.7%)	
54	060-007541	2.04	1615 TRURO AV	VILLAGE OF REYNOLDSBURG T	7232 E MAIN ST REYNOLDSBURG OH, 43068		
55	060-008339	1.33	SOUTH ST	STEWART WILLIAM C III & STEWART MARCIA A & STEWART MARCIA A	9519 TIMBERBARK CR PICKERINGTON OH 43147		
56	060-008344	0.91	STRAHL RD	CITY OF REYNOLDSBURG	7232 E MAIN STREET REYNOLDSBURG OH 43068		
57	060-008347	0.35	TRURO AV	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
58	060-008860	1.24	TRURO AV	THE CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
59	060-008861	0.13	TRURO AV	THE CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
60	060-009288	0.24	MAIN ST	NAYSMITH ARCHIBALD R & NAYSMITH SHERRY J	6278 COUNTY RD 102 MT GILEAD OH 43338	0.20 (85.4%)	
61	060-000053	0.08	7428 E MAIN ST	TOLKENDORF DANIELLE	1231 ROUNDELAY RD E REYNOLDSBURG OH 43068		
62	060-009290	10.58	1450 DAVIDSON DR	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068	2.73 (25.8%)	
63	060-009291	1.04	1421 DAVIDSON DR	BREWING PROPERTIES LLC	4383 JACKSONTOWN RD NEWARK OH 43056	0.97 (93.4%)	LIQUOUR
64	060-000172	0.28	GRAHAM RD	WILLIS WILLIAM L SR TR & MCCONNELL WILLIS MARILYN TR	7563 E MAIN ST REYNOLDSBURG OH 43068	0.27 (98.9%)	
65	060-000992	0.28	E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
66	060-000954	0.60	7215 E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
67	060-000955	0.35	7185 E MAIN ST	CITY OF REYNOLDSBURG	7232 E MAIN ST REYNOLDSBURG OH 43068		
68	060-001331	24.30	7232 - 7240 E MAIN ST	VILLAGE OF REYNOLDSBURG	7232 E. MAIN ST REYNOLDSBURG, OH 43068-	2.52 (10.3%)	
69	060-000010	0.19	7382 E MAIN ST	MADISON JOAN D	7777 PRIESTLEY DR REYNOLDSBURG OH 43068		
70	060-000055	0.10	7372 E MAIN ST	VETS M-TEC LLC	3804 REVOLUTIONARY DR COLUMBUS OH 43207		
71	060-000091	0.20	7360 - 7362 E MAIN ST	DMAK PROPERTIES LLC	8292 PRIESTLEY DR REYNOLDSBURG OH 43068		LIQUOUR
72	060-000117	0.24	7404 - 7406 E MAIN ST	7404 E MAIN LTD			
73	060-000163	0.13	7366 E MAIN ST	7366 MAIN LLC	P O BOX 30921 GAHANNA OH 43230		
74	060-000170	0.20	7384 E MAIN ST	WWDW PROPERTIES LLC	7384 E MAIN ST REYNOLDSBURG OH 43068		
75	060-000171	0.38	7390 - 7394 E MAIN ST	7390 MAIN LLC	PO BOX 30921 GAHANNA OH 43230		
76	060-000176	0.17	7374 E MAIN ST	MADISON JOAN D	7777 PRIESTLEY DR REYNOLDSBURG OH 43068		
77	060-000181	0.15	7400 E MAIN ST	7404 E MAIN LTD			

78	060-002388	0.10	7378 E MAIN ST REAR	MADISON JOAN D	7777 PRIESTLEY DR REYNOLDSBURG OH 43068		
79	060-000051	0.43	E MAIN ST	NAYSMITH ARCHIBALD R & NAYSMITH SHERRY J		0.39 (92.1%)	
80	060-000052	0.35	7408 - 7410 E MAIN ST	MELENDREZ MALGORZATA T & MELENDREZ BILLY	7408 E MAIN ST REYNOLDSBURG OH 43068		
81	060-000081	0.27	7480 E MAIN ST	JWF PROPERTIES LLC	504 CHERRY BOTTOM RD GAHANNA, OH 43230		
82	060-000121	0.30	7418 E MAIN ST	MELENDEZ BILLY & MELENDEZ MALGORZATA	7408 E MAIN ST REYNOLDSBURG OH 43068		
83	060-000123	0.18	E MAIN ST	NAYSMITH ARCHIBALD R & NAYSMITH SHERRY J			
84	060-000125	0.35	7458 E MAIN ST	TWDW LLC	7458 E MAIN ST REYNOLDSBURG OH 43068		LIQUOUR
85	060-000136	0.38	7470 E MAIN ST	TRIVIMUM REYNOLDSBURG LLC	210 LAZELLE ST N COLUMBUS OH 43215		
86	060-000288	0.18	E MAIN ST	JWF PROPERTIES LLC	504 CHERRY BOTTOM RD GAHANNA OH 43230		
87	060-000309	0.31	7424 E MAIN ST	GLASS DUANE E	562 ARTHUR BRADLEY RD LONDON, OH 43140-9537	0.21 (70.7%)	
88	060-000211	0.16	7395 E MAIN ST	KEVIN PATEL LLC	7395 E MAIN ST REYNOLDSBURG OH 43068		
89	060-000134	0.08	7330 E MAIN ST	TRIVIMUM REYNOLDSBURG INVESTMENTS LLC	207 N 4TH ST COLUMBUS OH 43215		
90	060-006547	0.35	7535 E MAIN ST	PALERMO PATRICIA B TR			
91	060-000198	0.11	7487 E MAIN ST	MADRID MAXIMILIAN & MADRID ANNA	7487 E MAIN ST REYNOLDSBURG OH 43068		
92	060-000067	0.44	7535 E MAIN ST	PALERMO PATRICIA B TR			
93	060-000158	1.23	7509 E MAIN ST	GAUTAM HOMES LLC	991 ZODIAC AVE COLUMBUS, OH 43230-3830		
94	060-000283	0.36	7500 - 7502 E MAIN ST	7500 EAST MAIN LLC	141 E TOWN ST STE#200 COLUMBUS OH 43215		
95	060-000946	0.03	E MAIN ST	7500 EAST MAIN LLC	141 E TOWN ST STE#200 COLUMBUS OH 43215		
96	060-001256	2.79	7510 - 7536 E MAIN ST	OLDE TOWN EAST SHOPPING CENTER LLC	199 S HIGH ST SUITE 100 COLUMBUS OH 43215	2.01 (72.4%)	LIQUOUR
97	060-000045	0.21	7354 - 7356 E MAIN ST	DMAK PROPERTIES II LLC	7354 E MAIN ST REYNOLDSBURG OH 43068		LIQUOUR
98	060-000047	0.21	7567 E MAIN ST	J C MICHAELS LLC	7589 E MAIN ST STE B REYNOLDSBURG OH 43068		
99	060-000282	0.33	7589 E MAIN ST	J C MICHAELS LLC	7589 E MAIN ST STE B REYNOLDSBURG OH 43068		
100	060-000205	0.31	7539 E MAIN ST	OYLER CRAIG	7539 E MAIN ST REYNOLDSBURG OH 43068		
101	060-000074	0.13	7563 E MAIN ST	WILLIS WILLIAM L SR TR & MCCONNELL WILLIS MARILYN TR	6840 ALLOWAY ST W WORTHINGTON OH 43085		
102	060-000173	0.18	7559 E MAIN ST REAR	ILES AUDREY L TOD	1567 ALAR AVE REYNOLDSBURG OH 43068		
103	060-000189	0.18	7551 E MAIN ST	ILES AUDREY L TOD	1567 ALAR AVE REYNOLDSBURG OH 43068		

Reynoldsburg



DESIGNATED OUTDOOR REFRESHMENT AREA





EXHIBIT D

Safety Plan for the Reynoldsburg DORA

In accordance with ORC 4301.82(B)(5), the proposed requirements for the purpose of ensuring public safety within the Designated Outdoor Refreshment Area (DORA) are as follows:

Law Enforcement Responsibilities

The Reynoldsburg Police Department (RPD) will be responsible for providing law enforcement services within the DORA. The RPD main building is located less than one (1) mile from all boundaries of the DORA.

The on-duty supervisor shall ensure that appropriate attention is provided to the DORA during the hours of operation. In the event a larger than normal number of people are in the DORA, the on-duty supervisor may assign additional officers and/or assign an officer to specifically patrol the DORA. RPD may utilize various forms of patrol, such as RPD cruisers, motor unit, bicycle patrol, and/or foot patrol as methods of patrolling in the DORA.

For planned events in the DORA that may draw larger than normal attendance, the Chief of Police may have additional officers and/or other agency personnel assigned specifically to the DORA.

Fire/EMS Responsibilities

The Truro Township Fire Department will be responsible for providing Fire, Rescue, and EMS within the DORA. Station 161, 6900 E. Main Street, is located within one (1) mile of the closest boundary of the DORA and within two (2) miles of all boundaries of the DORA. Estimated response time would be between two (2) to four (4) minutes to any area within the DORA.

For planned events in the DORA that may draw larger than normal attendance, the Fire Chief may stage personnel and/or equipment in a location within or near the DORA to allow for an immediate response.

EXHIBIT E

Sanitation Plan

Trash Receptacles:

Each qualified liquor permit holder will be required to provide and maintain a trash receptacle and a recycling receptacle at all entrance/exit points at their individual establishments. The permit holders shall each be responsible for collecting litter near or around each of their occupied premises. The permit holders shall each be responsible for ensuring that recycling receptacles are not contaminated with non-recyclable waste, and that non-recyclable waste be brought to a centralized collection point, provided by the City of Reynoldsburg. At a bare minimum, the recycling receptacle shall feature signage indicating that DORA cups shall be disposed of in recycling receptacles.

Trash and recycling receptacles will be distributed and serviced throughout the DORA area by the City of Reynoldsburg. The City will regularly empty the receptacles, dispose of trash, and install heavy duty trash bags into the trash receptacles on a weekly basis, or as needed based upon activities and events occurring in the area.

Upon approval of the Service Director for the City, additional receptacles may be added by the City or any qualified permit holder, and the servicing of such receptacles shall remain the responsibility of the installing entity.

Street Sweeping:

The Service Director shall evaluate the need for, and frequency of, street sweeping and servicing of trash receptacles, and, if needed or advisable, shall implement changes or modifications to the Sanitation Plan from the commencement of the DORA until its dissolution.

The Director of the Service Department has determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health within the DORA. This Sanitation Plan can be executed with the existing personnel of the City of Reynoldsburg.

REYNOLDSBURG DORA TIMELINE**STEP ONE → THE MAYOR'S APPLICATION [ORC § 4301.82(B)]**

- Submitted to City Council on April 14, 2025
- Contains all of the following:
 - Map or Survey in sufficient detail to identify the boundaries of the area, which shall not exceed 320 contiguous acres if the municipal corporation has a population of fifty thousand or less
 - General statement of the nature and types of establishments that will be located within the proposed outdoor refreshment area
 - Statement that the City shall not create more than three DORAs and that this DORA includes at least two (2) qualified permit holders
 - Evidence that the uses of land within the proposed outdoor refreshment area are in accord with the master zoning plan or map of the municipal corporation or township
 - Proposed requirements for the purpose of ensuring public health and safety within the proposed outdoor refreshment area

STEP TWO → NOTICE [ORC § 4301.82(C)]

- Within forty-five (45) days after the application is filed, City Council shall publish notice of the application twice in one newspaper of general circulation in the City
- The notice shall state that the application is on file in the office of the Clerk of Council and available for inspection during normal working hours
- The notice shall indicate the date and time for a public hearing to be held regarding the application

PROPOSED HEARING DATE: May 12, 2025 at 6:30 P.M.

STEP THREE → APPROVAL [ORC § 4301.82(C) and (F)]

- Not earlier than thirty (30) days but not later than sixty (60) days after the initial publication of notice, Council shall approve or disapprove the application by Ordinance
- Approval requires an affirmative vote of the majority of Council
- If the application is disapproved, the Mayor may make changes to the application to secure approval by Council
- At the time of approval, Council shall adopt an Ordinance that establishes all of the following:
 - The specific boundaries of the area, including street addresses
 - The number, spacing, and type of signage designating the area
 - The hours of operation for the area
 - Safety Plan setting forth the number of personnel needed to ensure public safety
 - Sanitation Plan that will help maintain the appearance and public health of the area
 - Requirement that beer and intoxicating liquor be served in plastic bottles or approved non-glass container
- Meeting Schedule
 - First Read: April 28, 2025
 - Second Read and Public Hearing: May 12, 2025
 - Third Read and Approval/Disapproval: May 26, 2025
 - Effective Date (If Approved): June 26, 2025 (Unless Council elects to pass as an emergency)

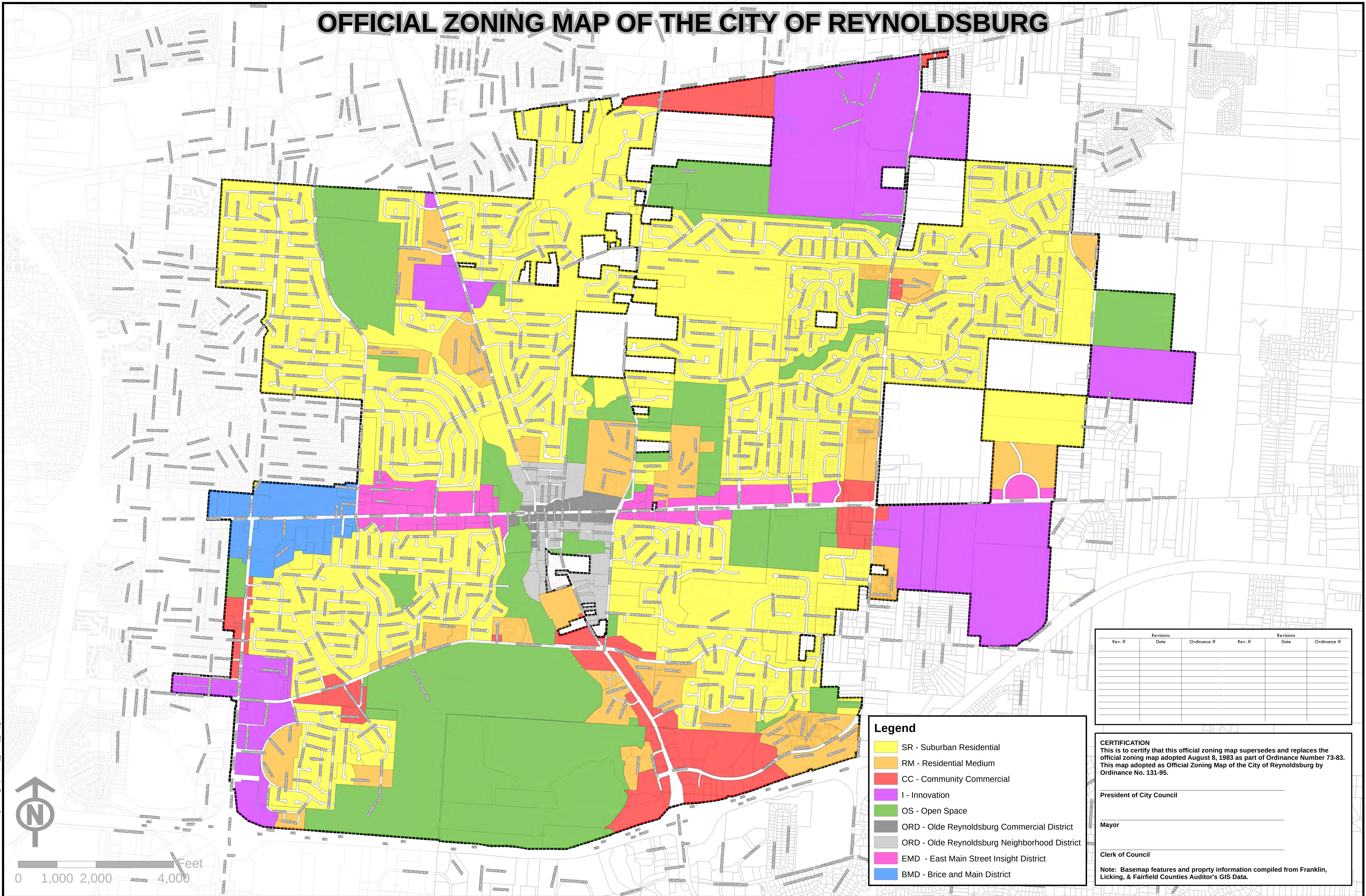
STEP FOUR → DIVISION OF LIQUOR CONTROL [ORC § 4301.82(C) and (E)]

- City Council shall provide notice of approval to the Division of Liquor Control and the investigative unit of the Department of Public Safety
- Notice shall include a description of the area, Safety Plan, and Sanitation Plan
- As soon as possible after receiving notice of approval, the Division of Liquor Control shall issue an outdoor refreshment area designation to each qualified permit holder located within the refreshment area

FUTURE ACTIONS → DISSOLUTION AND REVIEW [ORC § 4301.82(I) AND (J)]

- Five (5) years after the creation of an outdoor refreshment area, City Council shall review the operation of the area and shall, by Resolution, either approve the continued operation of the area or dissolve the area
- Council may choose to dissolve all or a part of the DORA at any time with prior publicized notice

OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG

[illegible]

CERTIFICATION
This is to certify that this official zoning map supersedes and replaces the official zoning map adopted August 8, 1983 as part of Ordinance Number 73-83. This map adopted as Official Zoning Map of the City of Reynoldsburg by Ordinance No. 131-95.

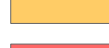
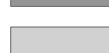
President of City Council

Mayor _____

Clerk of Council

Note: Basemap features and property information compiled from Franklin, Licking, & Fairfield Counties Auditor's GIS Data.

Legend

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance to Amend Section 505.03 Animals Running At Large of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This proposed ordinance would establish stricter obligations and penalties for owners of animals and, specifically, dangerous dogs to control the animals and prevent harm to persons or other animals.

AN ORDINANCE TO AMEND SECTION 505.03 ANIMALS RUNNING AT LARGE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, this Council recognizes that animal ownership imposes an important responsibility on the owner, not just for the animal itself, but also to the general public, and to invitees; and

WHEREAS, the City has, sadly, experienced a few incidents in which the owners of animals have neglected their responsibility to their animals and to the general public; and

WHEREAS, one such incident occurred on June 11, 2024, in which an 11-year-old child named Avery Russell was brutally attacked by two American Bully dogs, who were owned and used in a residential district for the purpose of breeding for monetary gain; and

WHEREAS, the animals involved in the attack on Ms. Russell was located on private property with a locked fenced yard, but the dogs were not under the reasonable control of some person, despite the fact these animals posed a greater risk of serious physical harm and death than the average companion animal; and

WHEREAS, this Council finds that the current laws and penalties associated with the failure to control a companion animal on public and private property, are insufficient to address the great responsibility owners should have to prevent the risk of harm to persons, other companion animals, and property; and

WHEREAS, the proposed amendments to Section 505.03 impose the appropriate responsibility on the owners of companion animals and, further, establish enhanced penalties commensurate with the seriousness of the offense and harm caused by a violation of said law.

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

Section 1. That Section 505.03 of the Codified Ordinances of the City of Reynoldsburg be amended as set forth in the attached Exhibit A.

Section 2. That this Act shall be known as “Avery’s Law.”

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

505.03 ANIMALS RUNNING AT LARGE; FAILURE TO CONTROL A DANGEROUS DOG

(a) No owner, keeper, or harborer of an animal or animals shall fail at any time to do either of the following:

(1) Keep the animal physically confined or restrained by a leash, tether, adequate fence, adequate supervision, or secure enclosure to prevent escape.

(2) Keep the animal under the reasonable control of some person.

~~—(a) No person being the owner, as defined in Section 501.01(g), of an animal or animals shall permit them to run or traverse at large upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality.~~

~~—(b) A dog shall not be considered to be running at large if under the reasonable control of some person.~~ [AA1]

(be) The running at large of any such animal in or upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality ~~any of the places mentioned in this section~~ is prima-facie evidence that it is running or traversing at large in violation of this section.

(c) No owner, keeper, or harborer of a dangerous dog shall fail to do either of the following:

(1) While that dog is on the premises of the owner, keeper, or harborer, securely confine it at all times in either of the following:

a. A locked pen that has a top or other locked enclosure that has a top; or

b. A locked fenced yard so long as the dog is supervised and under the reasonable control of some person.

(2) While that dog is off the premises of the owner, keeper, or harborer, keep that dog on a leash or tether that is not more than six feet in length and additionally do at least one of the following:

a. Keep that dog in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

b. Have the leash or tether controlled by a person who is of suitable age and discretion or securely attached, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;

c. Muzzle the dog.

(d) No owner of any dog shall permit the animal to enter upon any property that is not of his owner, when it is not securely leashed. The leash securing the animal shall not be longer than six (6) feet in length. The leash shall be ~~controlled~~ under direct control of [AA2] ~~by~~ a person that is

physically capable of preventing the animal from entering private property and/or making physical contact with another animal or person, so long as such contact is not initiated by another animal or person. It shall be prima-facie evidence that a dog is not under direct control if it chases, injures, or kills any person or domestic animal or damages or commits any nuisance upon property other than that of its owner.

(e) An animal may be confined by an underground fence or any similar device. This is defined as a buried wire, which gives a slight electrical charge when activated by a special collar worn by the animal which is to be confined. Such underground fence shall not allow the animal to move closer than ten (10) feet from the sidewalk or property line. This section shall not apply to any owner, who at the time of the passage of this section, has in place a nonconforming underground fence.

(f) Whoever violates this section subsection (a) of this Section is guilty of permitting animals running at large, a minor misdemeanor. If the animal is a dog, a violation of this section is a misdemeanor of the third degree. If the animal causes physical harm to any person, or if the offender is, or has been, the owner of a dog which was declared a dangerous or vicious animal, a violation of this section is a misdemeanor of the first degree. Whoever violates this section is guilty of a minor misdemeanor. If, within one three (31) years of the offense, the offender previously has been convicted of violating subsection (a) this section, the offender is guilty of a misdemeanor in the fourth degree, and if the offender has two (2) or more violations of this section subsection (a) within three one (31) years, the offender is guilty of a misdemeanor in the third degree. If the animal causes serious physical harm to any person, regardless whether there are any prior convictions under subsection (a), a violation subsection (a) is a misdemeanor of the first degree.

(e) Whoever violates subsection (c) of this Section is guilty of failure to control a dangerous animal, a misdemeanor of the third degree. If, within one (1) year of the offense, the offender previously has been convicted of violating subsection (c), the offender is guilty of a misdemeanor in the second degree, and if the offender has two (2) or more violations of subsection (c) within one (1) year, the offender is guilty of a misdemeanor in the first degree. If the animal causes serious physical harm to any person, regardless whether there are any prior convictions under subsection (c), a violation subsection (c) is a misdemeanor of the first degree, and shall be sentenced, if convicted, to no less than thirty (30) days in jail.

(f) Strict liability is intended to be imposed for a violation of this section.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03; Ord. 48-13. Passed 7-1-13; Ord. 107-19. Passed 9-23-19.)

(e) Strict liability is intended to be imposed for a violation of this section.

505.03 ANIMALS RUNNING AT LARGE; FAILURE TO CONTROL A DANGEROUS DOG

(a) No owner, keeper, or harbinger of an animal or animals shall fail at any time to do either of the following:

- (1) Keep the animal physically confined or restrained by a leash, tether, adequate fence, adequate supervision, or secure enclosure to prevent escape.
- (2) Keep the animal under the reasonable control of some person.

(b) The running at large of any such animal in or upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality is prima-facie evidence that it is running or traversing at large in violation of this section.

(c) No owner, keeper, or harbinger of a dangerous dog shall fail to do either of the following:

(1) While that dog is on the premises of the owner, keeper, or harbinger, securely confine it at all times in either of the following:

- a. A locked pen that has a top or other locked enclosure that has a top; or
- b. A locked fenced yard so long as the dog is supervised and under the reasonable control of some person.

(2) While that dog is off the premises of the owner, keeper, or harbinger, keep that dog on a leash or tether that is not more than six feet in length and additionally do at least one of the following:

- a. Keep that dog in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;
- b. Have the leash or tether controlled by a person who is of suitable age and discretion or securely attached, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;
- c. Muzzle the dog.

(d) No owner of any dog shall permit the animal to enter upon any property that is not of his owner, when it is not securely leashed. The leash securing the animal shall not be longer than six (6) feet in length. The leash shall be under direct control of a person that is physically capable of preventing the animal from entering private property and/or making physical contact with another animal or person, so long as such contact is not initiated by another animal or person. It shall be prima-facie evidence that a dog is not under direct control if it chases, injures, or kills any person or domestic animal or damages or commits any nuisance upon property other than that of its owner.

(e) An animal may be confined by an underground fence or any similar device. This is defined as a buried wire, which gives a slight electrical charge when activated by a special collar

worn by the animal which is to be confined. Such underground fence shall not allow the animal to move closer than ten (10) feet from the sidewalk or property line. This section shall not apply to any owner, who at the time of the passage of this section, has in place a nonconforming underground fence.

(f) Whoever violates subsection (a) of this Section is guilty of permitting animals running at large, a minor misdemeanor. If, within three (3) years of the offense, the offender previously has been convicted of violating subsection (a), the offender is guilty of a misdemeanor in the fourth degree, and if the offender has two (2) or more violations of subsection (a) within three (3) years, the offender is guilty of a misdemeanor in the third degree. If the animal causes serious physical harm to any person, regardless whether there are any prior convictions under subsection (a), a violation subsection (a) is a misdemeanor of the first degree.

(e) Whoever violates subsection (c) of this Section is guilty of failure to control a dangerous animal, a misdemeanor of the third degree. If, within one (1) year of the offense, the offender previously has been convicted of violating subsection (c), the offender is guilty of a misdemeanor in the second degree, and if the offender has two (2) or more violations of subsection (c) within one (1) year, the offender is guilty of a misdemeanor in the first degree. If the animal causes serious physical harm to any person, regardless whether there are any prior convictions under subsection (c), a violation subsection (c) is a misdemeanor of the first degree, and shall be sentenced, if convicted, to no less than thirty (30) days in jail.

(f) Strict liability is intended to be imposed for a violation of this section.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03; Ord. 48-13. Passed 7-1-13; Ord. 107-19. Passed 9-23-19.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to a Feasibility Study for an East Main Street Sidewalk Connection and Appropriating Funds

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This proposal for professional services for a sidewalk alignment and feasibility study for the proposed connection on East Main Street between Waggoner Road and Taylor Road. The goal for this study is to identify alignment alternatives and analyze the challenges associated with each to select a prepared alignment. This study will evaluate constructability, right-of-way needs, environmental considerations, and preliminary costs associated with each alignment. Based on conversations had with the City we anticipate reviewing three (3) alternatives including a northern route, southern route, and a route with a combination of the two. This feasibility study can be used as a support document for future funding opportunities and serves as the basis for the final engineering phase.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to the City's Feasibility Study for East Main Street Sidewalk Connection and Appropriating Funds

WHEREAS, the City of Reynoldsburg is requesting to enter into a contract with EMH&T for professional design services for a sidewalk alignment and feasibility study for a proposed sidewalk connection on East Main Street between Waggoner Road and Taylor Road; and

WHEREAS, the City will utilize budgeted funds from the unappropriated Capital Improvement

Fund (230) totaling not to exceed \$34,000.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with EMH&T for professional design services for a sidewalk alignment and feasibility study for a proposed sidewalk connection on East Main Street between Waggoner Road and Taylor Road for \$34,000 pertaining to the following work outlined in Exhibit A.

SECTION 2. That an amount not to exceed \$34,000 be appropriated from the unappropriated Capital Improvement Fund (410) to account number 110.448.5331 Engineering/Architecture.

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



Engineers, Surveyors, Planners, Scientists

March 20, 2025

Mr. Joe Begeny
Mayor
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Feasibility Study for East Main Street Sidewalk Connection

Dear Mayor Begeny,

EMH&T is presenting this proposal for professional services for a sidewalk alignment and feasibility study for the proposed connection on East Main Street between Waggoner Road and Taylor Road. The goal for this study is to identify alignment alternatives and analyze the challenges associated with each to select a prepared alignment. This study will evaluate constructability, right-of-way needs, environmental considerations, and preliminary costs associated with each alignment. Based on conversations had with the City we anticipate reviewing three (3) alternatives including a northern route, southern route, and a route with a combination of the two. This feasibility study can be used as a support document for future funding opportunities and serves as the basis for the final engineering phase.

Scope of Services

1. Preliminary Alignment Design

- a. Create a basemap using available GIS information including right-of-way, transportation, utility, and topographic data to serve as the basis for laying out preliminary alignments. FEMA floodplain / floodway data for Blacklick Creek will be incorporated at crossing of proposed alternatives to identify impacts.
- b. A field visit will be conducted to drive and/or walk portions of each alignment to observe the location of utilities, surface features, and other potential obstructions along the proposed alignments.
- c. Create preliminary alignment exhibits with an aerial photo background to show limits for the proposed sidewalk for each alignment alternative. Each alignment will consider the following variables:
 - i. Available right-of-way / minimizing need for land acquisition
 - ii. Roadside / Road crossing safety and ADA considerations
 - iii. Establishing a flow to the trail by reducing street and driveway crossings
 - iv. Floodplain considerations and minimizing storm sewer and structures
- d. It is anticipated that each of the alignments may require a separate pedestrian bridge or culvert extension in locations where the proposed sidewalk crosses the existing watercourses. These locations will be evaluated and a preliminary analysis of feasibility and cost for various structure alternatives will be developed. The purpose of this evaluation is to determine right-of-way and permitting needs, and approximate costs for each stream crossing location. This is not intended to be a formal structure type study.
- e. Preliminary opinions of probable cost will be prepared to summarize the approximate design, construction, and land acquisition costs for each alignment alternative.

2. Feasibility Report

- a. Alignment exhibits for each alternative will be prepared and submitted to the City. This submittal will be accompanied by a narrative that describes each alternative and lists the benefits and challenges associated with each option. Preliminary opinions of probable cost will be submitted with each of the alignment exhibits.
- b. A review meeting with the City will be held following alignment exhibit submittal. Based on the review meeting with the City, it is anticipated that minor adjustments may be made to the alignments to address comments received. It is anticipated that up to three revisions to the preliminary alignments will be made as the study evolves and stakeholder input is received and incorporated.
- c. The feasibility study report will include the following:
 - i. Narrative summaries of the alignment alternatives and a recommendation of the preferred alternative will be provided.
 - ii. Final alignment maps and exhibits
 - iii. Preliminary opinions of probable cost for each alignment
 - iv. A summary of potential funding sources will be provided
- d. It is anticipated that a draft report will be submitted for City review. Following one round of City comments, EMH&T will submit a final feasibility study.

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 SERVICES FEE SUMMARY

Description of Design Service/Task	Fee
1. Preliminary Alignment Design	\$27,500.00
2. Feasibility Report	\$6,500.00
TOTAL FEE	\$34,000.00

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.

Clarifications and Exclusions

The following general items are not included as a part of this proposal:

- Planning and zoning submittals and coordination
- Traffic studies
- Environmental studies or permitting outside of those specifically mentioned
- Floodplain modeling
- Construction phase management and inspection services

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the owner.

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:

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Suspending Enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg During the Month of May, Under Certain Conditions

APPROVALS:

William Dorman
Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

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

WHEREAS, the City of Reynoldsburg finds that the month of May is a critical time for spring flowers to bloom, which nurtures pollinators; and

WHEREAS, the City of Reynoldsburg finds that strict enforcement of weed and grass regulations during the month of May decreases pollinator-friendly habitats; and

WHEREAS, the City of Reynoldsburg is in a position to promote pollinator-friendly habitats by suspending the enforcement of the City's property maintenance regulations on the growth of weeds and grass under certain specified conditions.

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

Section 1. The City of Reynoldsburg hereby declares the month of May as "No Mow May," to

actively promote and educate the community about the critical period of pollinator emergence, generating crucial pollinator-supporting habitats and early spring foraging opportunities.

Section 2. That for the duration of the month of May, the City of Reynoldsburg suspends the enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg, if a property owner meets all the following conditions:

1. Pollinator Garden: For a planned, intentional, and maintained planting of native or non-invasive plants of any origin that is free from noxious weeds.
2. All plantings will be in accordance with non-invasive species as defined by the Ohio Wildlife Management Agency.
3. No pollinator gardens are permitted in the traffic line of sight or in the City of Reynoldsburg right of way in excess of six (6) inches.
4. The perimeter of the pollinator garden must be maintained and shall not encroach on public rights-of-way, drainage easements, or within three (3) feet of neighboring properties.
5. Property owners shall notify the City of Reynoldsburg, in writing, of their intent to cultivate a pollinator garden and provide a site plan of the property listing non-invasive plantings included.

Section 3. That this suspension of enforcement shall not apply with respect to non-residential property and any premises defined as vacant pursuant to Chapter 1399 of the Codified Ordinances.

Section 4. That this Resolution shall take immediate effect upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Purchase a Chassis-Mounted Leaf Collector for the Street Department and Waive Competitive Bidding

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

Authorize the Mayor to enter into a contract with MTech Company, 5642 Transportation Boulevard Garfield Heights, Ohio 44125 to purchase one (1) Chassis mounted leaf collector Sourcewell contract # 112624-ODB

That \$103,121.79 should be appropriated from unencumbered account # 260-268-5632 Motor Vehicles and was included in the 2025 Budget.

That \$178,630.76 should be appropriated from unencumbered account # 260-268-5633 Machinery and Equipment and was included in the 2025 Budget.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A CHASSIS-MOUNTED LEAF COLLECTOR FOR THE DEPARTMENT OF PUBLIC SERVICE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, IN in 2024, Reynoldsburg City Council authorized the Mayor and Public Service Department to begin an annual leaf vacuum pick-up program starting in the fall of 2025; and

WHEREAS, the necessary equipment for this program was included in the Street Departments 2025 budget; and

WHEREAS, the request is to purchase a chassis-mounted leaf collector through the Sourcewell purchasing contract from MTech Company for \$281,752.55.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a chassis-mounted leaf collector from MTech Company.

SECTION 2. That the purchase price shall not exceed \$281,752.55 as noted in the Departments 2025 budget to be appropriated from the unappropriated Street Fund from account numbers 260-268-5632 Motor Vehicle (\$103,121.79) and 260-268-5633 Machinery and Equipment (\$178,630.76).

SECTION 3. The purchase shall be made using the Sourcewell Contract #112624-ODB, thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175.

SECTION 4. This Resolution shall take effect immediately upon passage by Council and with the signature of the Mayor.



MTECH

REYNOLDSBURG

OHIO

Sourcewell #

4/14/2025

Sourcewell Contract # 112624-ODB

SKU#

MSRP

ALC-25-CM	ARM Model ALC-25 YD Chassis Mounted Leaf Collector, 6 Way Boom	\$	132,197.72
	SOURCEWELL DISCOUNT 4% *Dealer Stock	\$	(5,287.91)
M210633K	Freightliner M2106 33K, 25 cyd, Dual Steer	\$	129,567.03
4000XZ	Body install fee- ALC	\$	8,500.00
LFP-00000077	Kohler Engine - 74HP Diesel, Electronic Throttle and Gauges	\$	-
LFH-A0000053	Top hinge door	\$	-
LFM-A0000098	Rear Chipper Door and Pintle Plate with D Rings – Top Hinge Door Only	\$	5,185.00
LFM-A0000077	Single LED strobe light (top hinge door only)	\$	1,175.27
LFM-A0000056	Top mounted hood air deflector - 25yd	\$	5,415.44
SOR	Extra 1 year warranty (2 years total)	\$	-

Equipment Total: \$ 276,752.55

Pre delivery inspection, training and local delivery \$ 2,000.00

Freight: \$ 3,000.00

Total Price Offered To Sourcewell Member: \$ 281,752.55

Make Purchase Orders Out To: ODB 5118 Glen Alden Dr, Richmond, VA 23231

Contact: MJ Dubois Phone: 410-924-1004 Email: MJDUBOIS@DUCOLLC.COM

Send copy of PO to: odbsales@odbco.com (Please include Delivery State in the subject line.)





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Purchase a Dinkmar Leaf Master for the Street Department and Waive Competitive Bidding

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Authorize the Mayor to enter into contract with Southeastern Equipment Co. P.O. box 536 Cambridge, Ohio 43725 to purchase one (1) Dinkmar Leaf Master and waive competitive bidding due to them being a sole proprietor for availability by this fall.

That \$124,369.24 should be appropriated from unencumbered account # 260-268-5633 Machinery and Equipment \$124,369.24 was included in the 2025 Budget.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A DINKMAR LEAF MASTER FOR THE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Street Department Superintendent has determined that the City needs to purchase a Dinkmar leaf master for the new leaf vacuum program; and

WHEREAS, the machinery will be purchased from a sole proprietor based on availability; and

WHEREAS, the purchase price of the machinery was included in the 2025 budget with a price not to exceed \$124,369.24.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a Dinkmar Leaf Master.

SECTION 2. That the equipment will be purchased from a sole proprietor, Southeastern Equipment Co., at a cost not to exceed \$124,369.24.

SECTION 3. That the purchase price is not to exceed \$124,369.24 total with funds approved in the 2025 Budget to be appropriated from the unappropriated Street Fund to account number 260-268-5633 Machinery and Equipment.

SECTION 4. This Resolution shall take effect immediately upon passage by Council and with the signature of the Mayor.

MARCH 20, 2025

SALESPERSON: Tim Banks

CUSTOMER CONTACT:

QUOTE PREPARED FOR:

CITY OF REYNOLDSBURG
7806 E MAIN STREET
REYNOLDSBURG, OH 43068
P: 614-866-3358

FACILITY QUOTED FROM:

Environmental Division
Branch: (740) 255-5643
Mobile: (614) 202-5871
Email: tbanks@southeasternequip.com

QUOTE INFORMATION:

Account Number: 476861

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
DinkMar Leaf Master HCN			2013-5 LEAF ... A-FRAME LEAF MASTER HCN 121HP. FPT POWER PARK SHAUFFER, 121HP JCB ENGINE POWER MOTOR TIER4. 11.5" NACC OVER CENTER CLUTCH FULL ENGINE CONTROL PANEL, ELECTRIC THROTTLE SET AT 2250 RPM GEAR DRIVEN HYDRAULIC PUMP. 32" x 12.5" WIDE (AR400F) FAN ASSEMBLY & 2 3/16" FAN SHAFT & 2 3/16" PILLOW BLOCK BEARING & SHAFT COVER, 5-5V1180 & 5/5V-7.1 SHEAVES BOTH END 40 GALLON FUEL& 8 GALLON OIL TANK. 7K AXLES W/ELECTRIC BRAKES & BRAKE AWAY SYSTEM,16" TIRES AND RIMS WITH 8 LUGS, 4000# LEAF SPRINGS & ADDED LEAF SPRING TO LEVEL MACHINE, 6 TON HITCH/ADJUSTABLE HITCH. BLOWER HOUSE IS 7GA, 10GA, .25", 3" ANGLE MATERIAL WITH .25" MATERIAL BOLT IN LINER SYSTEM. 12GA, 10GA , 3/16" EXHAUST ELBOW WITH 12GA STEEL EXHAUST 16" DIA. EXHAUST TUBE. THERE 3 SPOOL VALVE SYSTEM WITH MANUAL JOY STICK THAT OPERATE HYDRAULIC 3 AXIS CONTROL ARM SWING ACTION. THE ARM SWING 5 TIME OUT AND BACK UNDER 20 SEC. MOVEMENT. DINKMAR POWER SWING HAS 1/4"x 2.5" SQUARE TUBING WITH WELDED BEARING IN THE TUBING. AT EACH END, 16"x 24" INTAKE NOZZLE WITH RUBBER BOOT (TIRE) AT ONE END & 45 DEGREE ELBOW WELDED TOGETHER AT THE OTHER END, 3- 2"x16" CYLINDER HOOK TO THE PLATFORM AND SWING ARM THAT MAKE UP THE ACTION OF THE 3 AXIS SYSTEM. THE 16"x 10' RUBBER HOSE WITH 2" PIPE BOOM SUPPORT & 2" RUBBER SUPPORT STRAP WITH ADJUSTMENT CHAIN & SNAP HOOK. STANDARD HYDRAULIC SYSTEM THAT POWER (2"x 16" CYLINDER) PARKING JACK, (2"x 12" CYLINDER) POWER 360 DEGREE ELBOW EXHAUST TUBE ON TURN TABLE WITH 6 CLAMPS AND FLOAT WITH THE TRUCK. 300# RIDER SEAT & SEAT BELT, WITH LED MARKER LIGHT, LED TAIL LIGHTS WITH TURN & STOP. 4" LED STROBE LIGHT ON DRIVER SIDE. MACHINE IS SAND BLASTED & POWDER COATED PAINT DINKMAR STANDARD CAT/EQUIPMENT YELLOW SINCE 1997	\$100,917.12
Option 751 – AUTEX CONTROL SYSTEM			OPTION 751-A ELECTRIC OVER HYDRAULIC CONTROL 1. AUTEX CONTROL BOX W/JOY STICK 2. 3 SPOOL VALVE SYSTEM	\$12,195.12

			3. ELECTRIC FLOW CONTROL SYSTEM 4. CORD OR CORDLESS SYSTEM N/C 5. WATER PROOF CONTROL PANEL 6. SIMPLE PROGRAM CONTROL 7. COMPLETE ARM ASSEMBLY	
DinkMar Standard 10' Leaf Box			DINKMAR STANDARD 10' LEAF BOX 72" SIDE LEAF BOX ASSEMBLY 84" WIDE BOXES 1/4" x 1.5" ANGLE FRAME WORK 3" CHANNEL SUPPORT CENTER & BACK 12GA SHEET STEEL, 3/16"x 3"x3" GUSSET 3/16"x 8"x 8" GUSSET REAR TOP/ BOTTOM HEAD BOARD WELDED IN SOILED AND SIDE WALL WELDED 6" ON 6". 3/4" #9 EXPANDED METAL IS SPOT WELDED AND BOLTED IN PLACE. 4-5" D-SHAPE RING FOR LIFT EYES WELDED ON TOP OR SIDE. MIN OF 8-2.5" D-SHAPE RING WELDED ON SIDE FOR TARP HOOKS. 3-12" DOUBLE HINGE WELDED IN PLACE WITH 1" PINS. LOCATION ON SIDE, MIDDLE, SIDE WITH 3/8" GUSSET FOR ALIGNMENT OF THE DOOR IN PLACE. OPENING FOR THE EXHAUST TUBE WILL 36"x 36" OPENING WITH 3/4" RUBBER SHEET INSTALL WITH NO HOLE CUT OUT. SHEET HAS 20 PLUS 3/8"x 1.5" GR8 BOLTS WITH FENDER WASHER AND NYLON LOCK NUTS. ROLLER SYSTEM IS 1/4"x 5" FLAT PLATE WITH 6 ADJUSTMENT HOLES WITH 1" SOILED ROUND BAR AND 1 1/4" BLACK PIPE AS THE ROLLER. ALL LEAF BOXES ARE SAND BLASTED POWDER COATED PRIME AND COATED EQUIPMENT YELLOW. DINKMAR STANDARD COLOR SINCE 1999.	\$9,757.00
Total Price				\$122,869.24

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
 Warranty Detail: 1 year warranty

Delivery Method:
 Delivery Date:
 Delivery Info:

TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*	
Total Equipment Price	\$122,869.24
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$122,869.24
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	\$1,500.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$124,369.24
Sales Tax	
FET Tax	
Total Amount Due	\$124,369.24
Down Payment	
Estimated Balance Due	\$124,369.24

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

single read emergency.

REASON FOR EMERGENCY:

For the financial needs of the City to quickly implement the pay grades for the Parks & Grounds Maintenance, Field & Landscape Operator, Streetscape Maintenance Equipment Operator, and adding the Code Compliance Officer Supervisor position.

STAFF REPORT:

To implement the pay grades for the following positions Parks & Grounds Maintenance, Field & Landscape Operator, Streetscape Maintenance Equipment Operator, and adding the Code Compliance Officer Supervisor position.

An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, and Declaring and Emergency

WHEREAS, the Council of the City of Reynoldsburg, Ohio has determined that it is necessary to amend Chapter 160 Employee Compensation updates to Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades.

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

SECTION 1. That the City of Reynoldsburg, Ohio amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the

financial needs of the City; wherefore, upon adoption by the Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Position Description

Ordinance Position Title:	Parks Grounds Maintenance	Employee Type: Full-Time (40-hr week)
Working Title:	Parks Grounds Maintenance	DEPT: Parks and Recreation
Pay Grade:	<u>510</u>	Ord/Contract: Classified
Reports To:	Assistant Grounds Superintendent/Arborist	FLSA Status: Non-Exempt
Revision Date:	<u>12/17/2024 02/24/2025</u>	Civil Service Type: Classified

General Description:

Under the direction of the Assistant Grounds Maintenance Superintendent/Arborist. Performs a variety of park and semi-skilled maintenance repair/cleaning activities on park structures and facilities.

Essential Functions of Work

- Performs variety of park and semi-skilled maintenance repair/cleaning activities (e.g., minor electrical repair, rough plumbing, basic carpentry, painting) on park structures and facilities (e.g., shelter houses, restrooms)
- Assists park visitors by providing routine information
- Performs grounds/area maintenance (e.g. mows grass, trims trees, picks up litter, maintains hiking trails, removes snow, sweeps/washes shelter houses)
- Maintains athletic turf areas as directed, ball field maintenance
- Operates large area mowers, truck with trailer, tractors, backhoe with loader bucket, zero turn mowers, trimmers, push mowers, hedge shear, chainsaw/pole saw
- Performs routine maintenance and makes minor repairs to trucks, mowers and other heavy equipment (e.g. lubrications, changes tires/belts, sharpens mower blades)
- Repairs/services hand tools, chainsaws, etc.; documents maintenance performed
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

Education

- High School diploma or GED or equivalent six (6) months experience in use of shop, hand and power tools
- Six (6) months training or experience in the operation of mowers, tractors, and trucks
- Six (6) months experience training or experience in equipment safety practices
- Six (6) months training or experience in equipment/vehicle maintenance or equivalent combination of training or experience
- Possess a valid Ohio driver's license
- Possession of a Commercial Driver's License CDL (Class B) with Passenger and Air Brake Endorsements or ability to obtain within twelve (12) months of employment
- Pass pre-employment drug screen and physical

Knowledge, Skills and Abilities

Knowledge of:

- Safety practices and procedures; department policies and procedures*
- Custodial methods and techniques
- General construction, maintenance, and repair; mechanical maintenance; vehicle maintenance and repair; heavy and medium duty equipment maintenance and repair
- Park and recreation facilities, equipment, and supplies
- Proper lifting techniques
- Snow and ice removal
- Grounds maintenance and repair
- Public relations
- Local geographical area

Skills in:

- Parks and recreation equipment mechanics
- Carpentry; masonry; plumbing
- Motor vehicle operation; use or operation of mowers, tractors, etc.
- Use of bench and/or hand tools; use of mechanics' tools and equipment

Ability to:

- Interpret a variety of instructions in written, oral, picture, or schedule form
- Deal with problems involving few variables within familiar context; read, copy, and record figures accurately
- Communicate effectively
- Recognize safety warnings
- Understand technical manuals and/or verbal instructions
- Maintain records according to established procedures
- Answer routine telephone inquiries from public
- Develop and maintain effective working relationships
- Demonstrate physical agility; perform heavy manual labor
- Operate variety of motorized and power equipment
- Utilize cleaning materials

Working Conditions:

- Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently
- Ascends and/or descends ladders, stairs, or scaffolds
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas
- Is exposed to possible injury from hazardous gases, chemicals, flammables, or air contaminants
- Is exposed to possible injury due to unclean or unsanitary conditions
- Is exposed to possible injury as a result of working with moving mechanical parts of equipment or machines
- Is exposed to possible injury as a result of falling from high places
- Works in or around crowds
- Has contact with potentially violent or emotionally distraught persons
- Has exposure to potentially vicious animals
- Has exposure to hot, cold, wet, humid, or windy weather conditions
- Has exposure to hazardous driving conditions

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

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 Position Title:	Streetscape Maintenance Equipment Operator	Employee Type: Full-Time (40-hr week)
Working Title:	Streetscape Maintenance Equipment Operator	DEPT: Parks and Recreation
Pay Grade:	610	Ord/Contract: Classified
Reports To:	Landscape Supervisor	FLSA Status: Non-Exempt
Revision Date:	11/05/2024 02/24/2025	Civil Service Type: Classified

General Description:

Under the direction of the Landscape Supervisor the Streetscape Maintenance Equipment Operator is responsible for maintaining and enhancing outdoor spaces, ensuring they are aesthetically pleasing, safe, and functional. This role involves a variety of tasks, including grounds keeping, planting, irrigation, and the operation of landscaping equipment.

Essential Functions of Work

- Operates large area mowers, truck with trailer, tractors, backhoe with loader bucket, zero turn mowers, trimmers, push mowers, hedge shear, chain saw/pole saw
- Mow, edge, plant, fertilize lawns, prune shrubs and trees, litter pick-up, raking leaves, and manage weed control
- Assist with design and install flower beds, trees, and shrubs, ensuring optimal growth conditions
- Safely operate and maintain landscaping equipment, including mowers, tractors, pruning tools, and chainsaws
- Apply pesticides and herbicides in accordance with safety regulations to manage plant health
- Prepare sites for landscaping projects, including grading, soil preparation, and erosion control
- Conduct regular inspections of grounds to identify and address maintenance needs
- Assists with athletic turf areas as needed
- Performs minor maintenance on equipment, grounds, and buildings
- Clean-up work area after completion of a job
- Performs routine maintenance and makes minor repairs to trucks, mowers and other heavy equipment (e.g. lubrications, changes tires/belts, sharpens mower blades, etc.); repairs/services hand tools, chainsaws, etc.
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and industry related conferences, as directed
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable PERP/OSHA safety standards that pertain to the position
- Demonstrates regular and predictable attendance
- Snow and ice removal from stairs, streets, parking lots, and trails/walkways
- This position will assist the Street Dept with leaf pick-up and snow removal
- Performs other duties as assigned

Minimum Qualifications

Education

- High school diploma or GED or equivalent
- Minimum one (1) years professional experience in grounds, landscape, and/or facilities maintenance, or related field

- Possession of Passenger endorsement on a Commercial Driver's License CDL (Class B) or ability to obtain within twelve (12) months of employment
- Possession of a valid Ohio driver's license with good record
- Must possess and maintain a valid Ohio Commercial Pesticide Applicator License, Category 6a—Ornamental Pest Control, or be able to obtain within twelve (12) months of employment
- Pass drug screen and physical prior to employment
- Previous experience in landscaping or horticulture, preferred.
- Proficiency in operating landscaping equipment

Knowledge, Skills and Abilities

Knowledge of: (*Indicates developed after employment)

- Safety practices and procedures; department policies and procedures*
- Custodial methods and techniques
- Proper lifting techniques
- Snow and ice removal
- Grounds maintenance and repair
- Public relations
- Local geographical area
- Athletic field painting and/or general maintenance*
- Ability to perform physically demanding tasks in various weather conditions.
- Keen eye for detail to ensure high standards of landscape maintenance.

Skills in:

- Motor vehicle operation; use or operation of mowers, tractor, skid steer, dump truck, and loaders
- Use of bench and/or hand tools; use of mechanics' tools and equipment

Ability to:

- Interpret a variety of instructions in written, oral, picture, or schedule form
- Deal with problems involving few variables within familiar context; read, copy, and record figures accurately; communicate effectively
- Recognize safety warnings
- Understand technical manuals and/or verbal instructions
- Maintain records according to established procedures
- Develop and maintain effective working relationships
- Demonstrate physical agility; perform heavy manual labor
- Operate variety of motorized and power equipment
- Utilize cleaning materials
- Compliance with safety standards and use of personal protective equipment (PPE).

Working Conditions:

- Heavy: lift, push, pull 30 to 60 pounds occasionally; 20 to 35 pounds frequently
- Ascends and/or descends ladders, stairs, or scaffolds
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas
- Is exposed to possible injury from hazardous gases, chemicals, flammables, or air contaminants
- Is exposed to possible injury due to unclean or unsanitary conditions
- Is exposed to possible injury as a result of working with moving mechanical parts of equipment or machines
- Is exposed to possible injury as a result of falling from high places
- Works in or around crowds
- Has contact with potentially violent or emotionally distraught persons

- Has exposure to potentially vicious animals
- Has exposure to hot, cold, wet, humid, or windy weather conditions
- Has exposure to hazardous driving conditions
- Has exposure to shaking objects or surfaces

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

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 Position Title:	Field and Landscape Operator	Employee Type: Full-Time (40-hr week)
Working Title:	Field and Landscape Operator	DEPT: Parks and Recreation
Pay Grade:	6 10	Ord/Contract: Classified
Reports To:	Assistant Grounds Superintendent/Arborist	FLSA Status: Non-Exempt
Revision Date:	12/17/2024 02/24/2025	Civil Service Type: Classified

General Description:

Under the direction of the Assistant Grounds Maintenance Superintendent/Arborist. Performs a variety of park and semi-skilled maintenance repair activities on park structures and facilities.

Essential Functions of Work

- Performs a variety of park and semi-skilled maintenance repair activities (e.g., minor electrical repair, rough plumbing, basic carpentry, painting, etc.) on park structures and facilities (picnic tables, shelter houses, restrooms)
- Cleans park restrooms and facilities
- Assists park visitors by providing routine information; assists with special event(s) set-up/ take down
- Performs grounds/area maintenance (e.g. mows grass, trims trees, picks up litter, maintains hiking/bike trails, removes snow, sweeps/washes shelter houses)
- Operates large area mowers, truck with trailer, tractors, backhoe with loader bucket, zero turn mowers, trimmers, push mowers, hedge shear, chain saw/pole saw
- Maintains athletic turf areas (aeration, over-seed, fertilize)
- Performs ballfield maintenance/preparation for scheduled activity
- Assists Parks Maintenance Crew Leader with planning and organizing workloads and staff assignments
- Supervises seasonal labor staff; assists in supervising full-time employees (makes work assignments, recommends discipline, oversees work)
- Trains staff in proper methods and procedures; oversees projects as assigned
- Performs routine maintenance and makes minor repairs to trucks, mowers and other heavy equipment (e.g. lubrications, changes tires/belts, sharpens mower blades, etc.); repairs/services hand tools, chainsaws, etc.
- Keeps records of all maintenance performed
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and industry related conferences, as directed
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable PERP/OSHA safety standards that pertain to the position
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

Education

- High school diploma or GED or equivalent
- Minimum three (3) years professional experience in grounds, landscape, and/or facilities maintenance, or related field
- Possession of a Commercial Driver's License CDL (Class B) with Passenger and Air Brake Endorsements or ability to obtain within twelve (12) months of employment

- Possession of a valid Ohio driver's license with good record
- Must possess and maintain a valid Ohio Commercial Pesticide Applicator License or be able to obtain within twelve (12) months of employment
- Pass drug screen and physical prior to employment

Knowledge, Skills and Abilities

Knowledge of: (*Indicates developed after employment)

- Safety practices and procedures; department policies and procedures*
- Custodial methods and techniques
- General construction, maintenance, and repair; mechanical maintenance; vehicle maintenance and repair; equipment maintenance and repair
- Park and recreation facilities, equipment, and supplies
- Proper lifting techniques
- Snow and ice removal
- Grounds maintenance and repair
- Public relations
- Local geographical area
- Athletic field painting and/or general maintenance*

Skills in:

- Parks and recreation equipment mechanics; carpentry; masonry; plumbing
- Motor vehicle operation; use or operation of mowers, tractor, skid steer, dump truck, and loaders
- Use of bench and/or hand tools; use of mechanics' tools and equipment

Ability to:

- Interpret a variety of instructions in written, oral, picture, or schedule form
- Deal with problems involving few variables within familiar context; read, copy, and record figures accurately; communicate effectively
- Recognize safety warnings
- Understand technical manuals and/or verbal instructions
- Maintain records according to established procedures
- Answer routine telephone inquiries from public
- Develop and maintain effective working relationships
- Demonstrate physical agility; perform heavy manual labor
- Operate variety of motorized and power equipment
- Utilize cleaning materials

Working Conditions:

- Heavy: lift, push, pull 30 to 60 pounds occasionally; 20 to 35 pounds frequently
- Ascends and/or descends ladders, stairs, or scaffolds
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas
- Is exposed to possible injury from hazardous gases, chemicals, flammables, or air contaminants
- Is exposed to possible injury due to unclean or unsanitary conditions
- Is exposed to possible injury as a result of working with moving mechanical parts of equipment or machines
- Is exposed to possible injury as a result of falling from high places
- Works in or around crowds
- Has contact with potentially violent or emotionally distraught persons
- Has exposure to potentially vicious animals
- Has exposure to hot, cold, wet, humid, or windy weather conditions
- Has exposure to hazardous driving conditions
- Has exposure to shaking objects or surfaces

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

N/A

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 Position Title:	Code Compliance Officer Supervisor	Employee Type: Full-Time (40-hr week)
Working Title:	Code Compliance Officer Supervisor	DEPT: Building Dept
Pay Grade:	14A	Ord/Contract: Classified
Reports To:	Chief Building Official	FLSA Status: Non-Exempt
Revision Date:	03/28/2025	Civil Service Type: Classified

General Description:

Under the direction of the Chief Building Official. Manages Code Compliance Officers in the enforcement of City Code. Ensures enforcement activities are provided in a fair and consistent manner. Interprets and determines intent of City Code. Responsible for performing on-site field inspections to ensure compliance with applicable City Zoning and property maintenance codes and supervising Code Compliance Officers.

Essential Functions of Work

- Ensures all applicable provisions of the Ohio Revised Code, Ohio Administrative Code, City of Reynoldsburg Codified Ordinances and International Code Council (ICC) Property Maintenance Code are enforced in a uniform, consistent, and equitable manner
- Plans, develops, implements and monitors inspection/enforcement work processes and procedures in order to achieve goals, objectives and work standards
- Interprets and explains code provisions to City officials, boards, agencies, building manager, property owners, occupant and attorneys
- Oversees arrangements for training classes and advises personnel on such topics as code changes
- Supervises the input and maintenance of records
- Responds to and resolves difficult or sensitive inquiries and complaints
- May accompany code compliance officers on complicated or controversial inspections
- Review inquiries and complaints and determines best method of resolution for responding to violations; issues citations and monitors the complaint and resolutions process; supports Code Compliance Officers on resolution of citations
- Assist with the enforcement of zoning ordinances/environmental codes (e.g., building, construction and zoning) of Reynoldsburg.
- Enforces the International Property Maintenance Code, investigates/inspects complaints (e.g., unlicensed/inoperable motor vehicles, trash, operation of businesses from residential areas, high grass/weeds, parking of vehicles on grass, sign violations) from public and posts code violation notices on properties
- Communicates with residents regarding violation notices and the actions needed to reach compliance; coordinates target area programs (e.g., photographs existing building signage, visits building locations to check addresses on buildings, checks neighborhoods for placement of trees near sidewalks/streets); photographs violations for documentation
- Prepares case files for court action (e.g., collects evidence, owner information, liaisons with city attorney on legal issues) and serves court citations; testifies at environmental court on property maintenance and zoning issues; examines, prepares, and maintains various work-related documents (e.g., maintains files regarding projects, prepares correspondence)
- Enters violations, notices, inspections, pictures (e.g., high weeds/ grass, trash, housing maintenance, inoperable cars, sign code) into database
- Writes periodic reports on code enforcement activities

- Meets with City officials to discuss repair, demolition, or replacement of buildings; attends board meetings to discuss code violations; attends seminars regarding code requirements (or construction industry updates)
- Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Education

- High School diploma or GED
- ICC Property Maintenance Certification
- IPMC Certification
- Two (2) courses or one (1) year experience in research principles; or equivalent education or experience, the experience or skills required to perform essential functions of the position, good computer and typing skills.
- Knowledge of supervisory practices, principles, concepts, and methods
- Thorough knowledge of property maintenance inspection practices and procedures
- Must possess and maintain a valid Ohio driver's license

Knowledge, Skills and Abilities

Knowledge of: (*Indicates developed after employment)

- Property maintenance standards*
- City of Reynoldsburg zoning/housing code*
- Code enforcement procedures*
- Zoning laws and/or regulations*
- Department policies and procedures*
- Photography
- Office practices and procedures; English grammar and spelling
- Records management
- Local geographical area*
- Code enforcement terminology*
- Building terminology*.

Skill in:

- Computer operation; Use of modern office equipment (e.g., personal computer, printer, fax)
- Motor vehicle operation
- Use or operation of photographic equipment

Ability to:

- Physically inspect limited access areas such as crawlspaces and attics through limited openings such as hatchways using ladders, or temporary stairs of less than desirable tread/riser ratios such as found on scaffolding stairs.
- Must be able to define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply laws, rules, or regulations to specific situations; add, subtract, multiply, and divide whole numbers
- Compile and prepare reports; respond to routine inquiries from public and/or officials
- Communicate clearly and effectively; understand a variety of written and/or verbal communications
- Gather, collate, and classify information
- Cooperate with co-workers on group projects
- Handle sensitive inquiries from and contacts with officials and general public
- Develop and maintain effective working relationships and contribute to a positive work culture; resolve complaints in a professional manner

Working Conditions:

- Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently
- Works in the vicinity of floor or wall openings, elevated platforms, and/or runways.
- Ascends and/or descends ladders, stairs, or scaffolds.
- Works in an area in which the means of egress is or can be obstructed.
- Is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas.
- Is exposed to possible injury as a result of falling from high places.
- Has exposure to potentially vicious animals.
- Has exposure to second-hand smoke

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

(4) Code Compliance Officers

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 Position Title:	Property Room Coordinator	Employee Type: Full-Time (40-hr week)(<u>32 hr week</u>)
Working Title:	Property Room Coordinator	DEPT: Police Department
Pay Grade:	10	
Reports To:		FLSA Status: Non-Exempt
Revision Date:	<u>01/26/2017 04/22/2025</u>	Civil Service Type: Classified

General Description:

Under the direction of the Chief of Police. Coordinates custody and disposition of evidence/property in room.

Essential Functions of Work

- Coordinates custody and disposition of evidence/property in property room; receives logs and files all evidence/property received; checks property tag log book, property tag, and property/evidence for accuracy and correctness
- Inputs all property into property module of computer record system
- Assigns property/evidence to appropriate location in property room and maintains proper paperwork on property/evidence and advises officers of lab results
- Audits all records of disposition and follows court cases for disposition of property
- Records lists of evidence turned over to the City of Reynoldsburg
- Assists with records and property for public auction
- Destroys items of property/evidence when owners cannot be located, property/evidence is unreturnable to owners, or by a court order
- Transports property/evidence in unmarked police car to various crime labs (e.g., for testing, maintains lab requests, lab reports, and logs for lab requests for various submissions of property/evidence)
- Maintains property room in orderly, clean, and organized fashion
- Provides reports to supervisor
- Attends court hearings and meetings/training sessions as required
- Implements bar coding system for property room
- Remains informed of current developments and procedures pertinent to duties
- Participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences
- Maintains required licenses and/or certificates
- Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions
- Demonstrates regular and predictable attendance
- Performs other related duties as assigned

Minimum Qualifications

- High School diploma or GED equivalent
- Possess excellent organizational, record keeping and computer and proficient typing skills
- Must be able to pass a physical and psychological examination, and a background investigation
- Must have evidence of insurability and maintain good driving record at all times
- Valid Ohio driver's license

Knowledge/Skills and Abilities:**Knowledge of:** (*Indicates developed after employment)

- Recordkeeping; technology
- Rules and regulations governing custody and safekeeping of evidence and property*
- Public relations

Skill in:

- Computer operation, Microsoft products; operation of office equipment (e.g., fax, copier, calculator, good typing skills (accuracy is a must)
- Record keeping
- Motor vehicle operation

Ability to:

- Multi-task, be detailed oriented
- Establish and maintain effective working relationships with associates
- Add, subtract, multiply, and divide whole numbers
- Maintain accurate records; code items from one symbolic form to another
- Answer routine phone inquiries from public
- Prepare statistical reports
- Process property in/out; maintain computer and paper files; maintain chain of custody; maintain confidentiality and to prioritize work

Working Conditions:

- Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently
- Ascends and/or descends ladders, stairs, or scaffolds
- Uses or works in proximity to the use of firearms

Class Titles of Positions Directly Supervised:

N/A

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



City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation



~~01/01~~03/28/2025

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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, and sick leave and personal 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

Position	Personnel	Classification	Pay Grade
(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	13
Criminal Justice Program Administrator	1	Unclassified	14-A
Mayor's Secretary	1	Unclassified	15-A
Clerk of Courts	1	Unclassified	20
Assistant Clerk of Courts	1	Classified	13
Deputy Clerk	1 F/T (3/4)	Classified	9
Deputy Clerk	1	Classified	9
Clerk of Council	1	Unclassified	18
Assistant Clerk of Council	1 p/t	Unclassified	10
Tax Financial Manager	1	Classified	20
Deputy Auditor	1	Unclassified	15-A
Auditor Secretary/Payroll Specialist	1	Unclassified	13
Finance Manager	1	Classified	22
Senior Accountant	1	Classified	17
Civil Service Administrative Assistant	2 p/t	Unclassified	15
Public Information/Special Events Director	1	Unclassified	22
Special Events Coordinator	1	Classified	8
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) DEVELOPMENT DEPARTMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	20
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 of Parks & Recreation	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
Landscape Supervisor	1	Classified	14-A
Parks and Grounds Maintenance	4	Classified	5 10
Field and Landscape Operator	2	Classified	6 10
Streetscape Maintenance Equipment Operator			
(To be shared with Service Dept)	2*	Classified	6 10
Horticulturist	1	Classified	14-A
Horticulturist Assistant	1	Classified	9
Recreation Coordinator	1	Classified	7
Park Ranger	4	Classified	12
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 F/T (3/4)	Classified	10
Property Room Clerk	1 p/t	Classified	7
Chief of Police Administrative Assistant	1	Classified	14-A
Public Safety Records Technician	3	Classified	9
Public Safety Records/Research Technician	1	Classified	13
Court Specialist	1	Classified	10
Command & Staff Administrative Assistant	1	Classified	14
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) SERVICE DIVISION

Director of Public Service	1	Unclassified	22
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	14-A
Building Maintenance Worker	1	Classified	11

(2) BUILDING DIVISION

Chief Building Official	1 F/T (3/4)	Classified	21
Assistant 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	15-A
Permit Technician	1	Classified	11
<u>Code Compliance Officer Supervisor</u>	<u>1</u>	<u>Classified</u>	<u>14-A</u>
Code Compliance Officer	4	Classified	10

(3) WATER/WASTE WATER DIVISION

Superintendent	1	Classified	18
Assistant Superintendent	1	Classified	15-A
Maintenance Equipment Operator	7	Classified	10
Billing Manager	1	Classified	15-A
Account Clerk 2	4	Classified	10
Administrative Assistant	1	Classified	9

(4) STREET DIVISION

Superintendent	1	Classified	18
Assistant Superintendent	1	Classified	15-A
Administrative Assistant			
(To be shared w/StormWater Div)	1*	Classified	9
Maintenance Equipment Operator	5	Classified	10
Maintenance Equipment Operator			
(To be shared w/StormWater Div)	1*	Classified	10
Streetscape Maintenance Equipment			
Operator	2*	Classified	6
(To be shared w/Parks & Recreation)			
Fleet Maintenance Supervisor	1	Classified	15-A
Fleet Maintenance Technician	2	Classified	10

(5) STORM WATER DIVISION

Assistant Superintendent	1	Classified	15-A
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Administrative Assistant (To be shared w/Street Div)	1*	Classified	9
Maintenance Equipment Operator	2	Classified	10
Maintenance Equipment Operator (To be shared w/Street Div)	1*	Classified	10

(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

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, 2025:

*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.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3	\$ 17.56	\$ 18.43	\$ 19.35	\$ 20.32	\$ 21.34	\$ 22.40
4	\$ 18.63	\$ 20.43	\$ 22.20	\$ 23.99	\$ 25.72	\$ 27.55
5	\$ 19.09	\$ 20.94	\$ 22.76	\$ 24.60	\$ 26.36	\$ 28.24
6	\$ 19.48	\$ 21.35	\$ 23.20	\$ 25.08	\$ 26.88	\$ 28.80
7	\$ 19.86	\$ 21.79	\$ 23.66	\$ 25.58	\$ 27.42	\$ 29.37
8	\$ 21.11	\$ 22.93	\$ 24.77	\$ 26.57	\$ 28.42	\$ 30.25
9	\$ 22.13	\$ 24.03	\$ 25.97	\$ 27.85	\$ 29.79	\$ 31.71
10	\$ 22.68	\$ 24.87	\$ 26.62	\$ 28.55	\$ 30.53	\$ 32.50
11	\$ 23.13	\$ 25.13	\$ 27.15	\$ 29.11	\$ 31.15	\$ 33.16
12	\$ 23.60	\$ 25.64	\$ 27.70	\$ 29.70	\$ 31.76	\$ 33.82
13	\$ 24.07	\$ 26.15	\$ 28.25	\$ 30.30	\$ 32.41	\$ 34.49
14	\$ 24.51	\$ 26.67	\$ 28.82	\$ 30.89	\$ 33.05	\$ 35.18
15	\$ 25.04	\$ 27.21	\$ 29.39	\$ 31.51	\$ 33.72	\$ 35.89

(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	\$ 28.92	\$ 53.40
15-A	\$ 29.99	\$ 55.62
16	\$ 31.06	\$ 57.85
17	\$ 32.14	\$ 62.29
18	\$ 33.21	\$ 64.52
19	\$ 34.28	\$ 66.74
20	\$ 35.35	\$ 68.97
21	\$ 42.85	\$ 71.19
22	\$ 44.99	\$ 73.42

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 54.63	\$ 77.87
26A	\$ 59.88	\$ 85.52

(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	\$11.00 - \$25.00
Seasonal Maintenance Employee	\$11.00 – \$25.00
Bus/Van Driver	\$11.00 - \$ 25.00

2) Service Department

Water/Wastewater Laborer	\$11.00 - \$15.00 per hour
Service Seasonal Laborer	\$11.00 - \$15.00 per hour

3) Street Department

Street Seasonal Laborer	\$11.00 - \$ 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.

(3) 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. The Personal Day will calculate to your normal workday hours (ie. if your normal workday is a ten (10) hour day you will receive a ten (10) hour Personal Day; if your normal workday is an eight (8) hour workday you will receive an eight (8) hour Personal Day; if your normal workday is a six (6) hour workday you will receive a six (6) hour Personal Day). 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. Vacation and/or personal time requests will be approved by the Mayor during the Tomato Festival Event.

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
Clerk of Council	Assistant City Prosecutors
Assistant City Attorney	Planning & Zoning Administrator
Parks Grounds Superintendent	Recreation Superintendent
Senior Accountant	Building Maintenance Superintendent
Criminal Justice Program Administrator	
Public Safety Social Worker/Victim	Special Events/Public Information
Advocate Supervisor	Director

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) non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit 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 non-bargaining employee and is eligible and covered by Medicare coverage:

The City will reimburse said full-time non-bargaining unit 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 non-bargaining unit 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. Non-bargaining unit employees who “opt out” of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Non-bargaining unit employees who “opt out” of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any non-bargaining unit 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 non-bargaining unit employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit employee) is \$3,500 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per non-bargaining unit 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 non-bargaining unit 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 non-bargaining unit 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) A non-bargaining unit 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 non-bargaining unit 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 a non-bargaining unit 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 a non-bargaining unit 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.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Establish Membership with the Meta Solutions Purchasing Cooperative

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATION AGREEMENT WITH META SOLUTIONS, INC. FOR COOPERATIVE PURCHASING

WHEREAS, the Home Rule powers of the Ohio Constitution, as well as Ohio Revised Code Section 9.48, grant the City of Reynoldsburg the power to participate in joint purchasing programs; and

WHEREAS, Meta Solutions, Inc. is a purchasing cooperative in the state of Ohio that is engaged in the procurement process in accordance with state law and guidance by the Ohio Attorney General; and

WHEREAS, in addition to cooperative purchasing programs operated through the Ohio Department of Administrative Service, other programs such as Meta Solutions, Inc. exist to assist local and state governments in reducing the costs of purchased goods and services through the purchasing power of public agencies nationwide through competitively solicited contracts; and

WHEREAS, this council desires to authorize the Mayor to participate in this cooperative purchasing program for the purchase of goods and services on behalf of the City of

Reynoldsburg.

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

Section 1. That the Mayor is hereby authorized to enter into a Participation Agreement with Meta Solutions, Inc. for the purpose of participating in a cooperative purchasing program.

Section 2. That the \$500 cost of this program was included in the 2025 Budget and be appropriated from the unappropriated Mayor Fund from account 110. 522.5339 Miscellaneous Contract Services.

Section 3. That this Resolution shall be effective immediately upon the signature of the Mayor.



Columbus Office
2100 Citygate Drive
Columbus, Ohio 43219
P: 614 473 8300
F: 614 473 8324

APPROVAL FOR CONTRACTED MEMBERSHIP TO META SOLUTIONS PURCHASING COOPERATIVE

As part of the META Solutions Purchasing Cooperative, a Request for Qualifications (RFQ) was released as required by Ohio Revised Code (ORC) Section 9.33, et seq. The selection committee consisting of representatives from twelve member districts shortlisted three energy companies to move to the Request for Proposal (RFP) phase. After conducting interviews, the selection committee unanimously awarded the Energy Savings Master Contract for R.C. 167.081 Procurement to Veregy formally known as **Dynamix Energy Services**.

META Solutions Purchasing Cooperative Energy & Building Projects Through Veregy

What this Agreement does for META Members:

- Delivers a procurement process in accordance with the Ohio AG's office guidelines with the review by Bricker Graydon
- Allows Member districts to procure work using cooperative purchasing thus eliminating excessive legal fees and delays
- Establishes pre-negotiated pricing to protect members
- Enables Members to increase speed to market to complete projects in a timely fashion and while high demand materials/equipment are still available
- Ensures highest-quality performance contracting and optimal savings which supports a financially sound investment
- Provides ongoing technical services and energy monitoring through software tools and partnership with a trusted energy savings partner

WHEREAS, the major purpose of the META Solutions Purchasing Cooperative is to assist Members in providing improved and expanded services for the constituents they serve; and,

WHEREAS, this purpose is pursued through a cooperative effort between META Solutions and the Member in the areas of purchasing and needed services in a variety of commodity types; and,



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WHEREAS, <Insert Organization Name> (Agency/Organization) may be able to realize significant savings of staff time and dollars through such membership;

WHEREAS, the Member/<Insert Organization Name> agrees to pay an annual membership fee of \$500.00 for active membership with META. Thereby, the Member becomes eligible for all purchasing benefits afforded to the Member by META Solutions.

APPROVED BY:

Name, Title

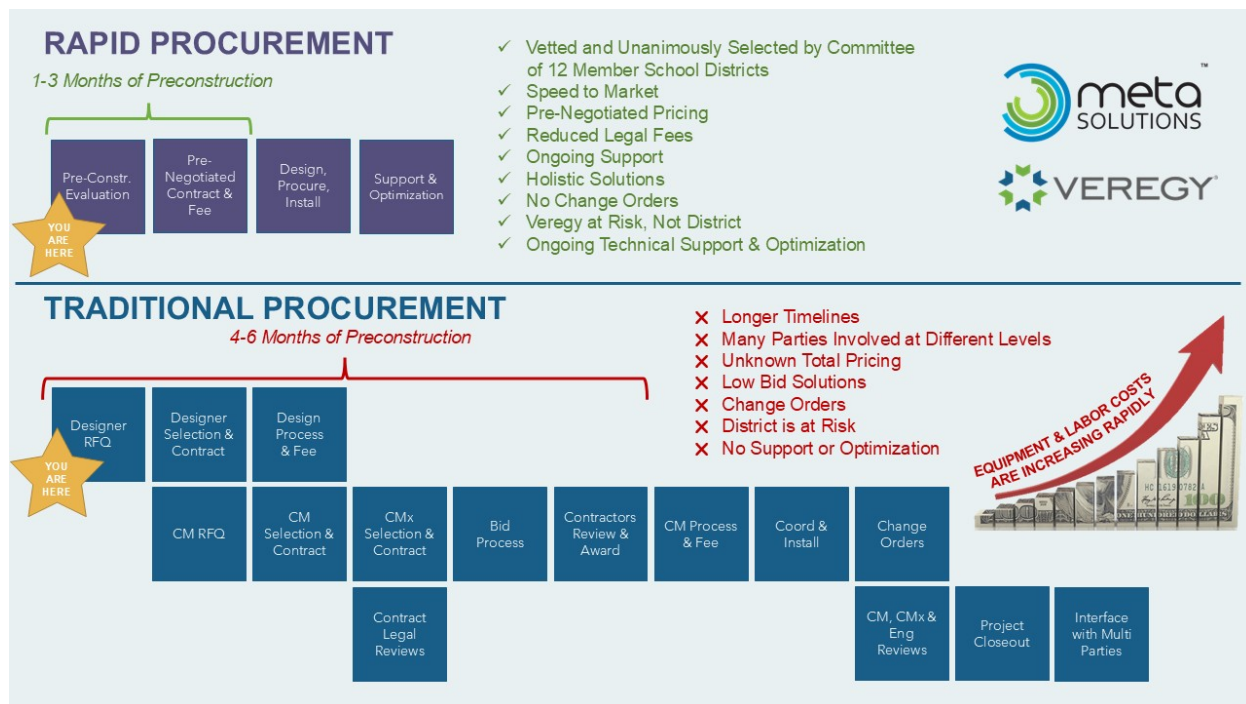
Main Contact Information

Name:

Title:

Email Address:

Address of District or Organization:



New Meta Solutions Member Welcome and On-boarding

Once membership is acknowledged Stephanie Zinger from Meta Solutions will arrange for a new members welcome and on-boarding to provide an additional summary of member benefits and programs.



Stephanie Zinger
Cooperative Purchasing Director
META Columbus
614-473-8300 x16509
stephaniezinger@metasolutions.net



Beth Glitt
Purchasing Coordinator
META Columbus
614-934-6510 x16510
bethglitt@metasolutions.net



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at Their Facility

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at their Facility

WHEREAS, it has been determined that the City should retrieve all permanent records currently housed at Iron Mountain; and

WHEREAS, the permanent records will be reviewed for destruction or permanent storage at Vital Records Control.

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 Iron Mountain not to exceed \$29,000.00 to retrieve the City's permanent records and pay the monthly storage fee.

SECTION 2. These funds were included in the 2025 Budget.

SECTION 3. That \$29,000.00 be appropriated from the unappropriated General Fund from

account numbers 110.522.5339 Miscellaneous Contract Services (\$25,000.00) and 110.581.5339 Miscellaneous Contract Services (\$4,000.00).

SECTION 4. This Resolution shall take effect immediately upon passage by Council and the signature of the Mayor.



Hello Customer,

Please find below the cost summary for closing your account. After reviewing the details, kindly sign the document and return it to me via email.

This Cost Summary represents the expenses associated solely with closing your account. Please note that storage charges will continue to apply for each additional month that inventory remains with Iron Mountain beyond the time frame established below. Order processing for permanent withdrawal or destruction of your inventory will begin once Iron Mountain has received full payment, including the settlement of any outstanding financial obligations. The billing cycle ends on 04/22/2025—failure to sign for approval and submit payment by this date will result in additional monthly storage charges, which will generate an invoice that must be paid.

Please Note: This is not an invoice. Do not submit payment based on the Cost Summary Document, as it may delay the closure of the account. Once the Cost Summary is approved, applicable taxes will be added, and a final invoice will be sent via email.

This quote is only valid for 15 days

Destruction		Permanent Withdraw with Pick Up		Permanent Withdraw with Delivery	
SERVICE	QUANTITY	RATE	UNIT OF MEASURE	BILL CODE	EXTENDED AMOUNT
Retrieval	717.60	\$ 6.8	per CF	122	\$ 4,879.68
Destruction - shredding	@	\$	per		\$ -
Permanent Withdrawal	808.80	\$ 10.79	per CF	335	\$ 8,726.95
Account Closing	@	\$	per		\$ -
Closing Costs Sub-Total:					
Handling Charge	717.60	\$ 6.770	per CF	220	\$ 4,858.15
Transportation	1.00 @	\$ 68.030	per EA	211	\$ 68.03
Administration Fees	1.00 @	\$ 59.720	per EA	318	\$ 59.72
Final Service Pace	1200.00	Number of Months to complete the transfer: 1			
Storage until termination Completion	@	\$	per		\$ -
Expiration of Contract:	4/30/2025	Number of Months Remaining: 1			
Additional Storage due by remaining time In Contract:	808.80 @	\$ 0.852	per CF	890	\$ 689.10
PROPOSED TOTAL CHARGES:					\$ 19,281.63 (Not Including Taxes)
TAX:					\$
TOTAL OUTSTANDING INVOICE AMOUNT:					\$ 9,391.48
TOTAL TO CLOSE ACCOUNT:					\$ 28,673.11

Please indicate your approval/acceptance below by signature:

NAME (please print): _____

TITLE OF POSITION: _____ DATE: _____

TELEPHONE NUMBER: _____ EMAIL: _____

Important Note: Pediatric records must be retained until the patient's 18th birthday. Iron Mountain is not responsible for verifying whether destruction requests meet this requirement. By approving the cost summary, you are authorizing Iron Mountain to destroy all requested documents.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Suspending Enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg During the Month of May, Under Certain Conditions

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

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

WHEREAS, the City of Reynoldsburg finds that the month of May is a critical time for spring flowers to bloom, which nurtures pollinators; and

WHEREAS, the City of Reynoldsburg finds that strict enforcement of weed and grass regulations during the month of May decreases pollinator-friendly habitats; and

WHEREAS, the City of Reynoldsburg is in a position to promote pollinator-friendly habitats by suspending the enforcement of the City's property maintenance regulations on the growth of weeds and grass under certain specified conditions.

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

Section 1. The City of Reynoldsburg hereby declares the month of May as "No Mow May," to actively promote and educate the community about the critical period of pollinator emergence,

generating crucial pollinator-supporting habitats and early spring foraging opportunities.

Section 2. That for the duration of the month of May, the City of Reynoldsburg suspends the enforcement of Chapter 1711 General Provisions, Section 302.4 Weeds of the Property Maintenance Code of the Codified Ordinances for the City of Reynoldsburg, if a property owner meets all the following conditions:

1. Pollinator Garden: For a planned, intentional, and maintained planting of native or non-invasive plants of any origin that is free from noxious weeds.
2. All plantings will be in accordance with non-invasive species as defined by the Ohio Wildlife Management Agency.
3. No pollinator gardens are permitted in the traffic line of sight or in the City of Reynoldsburg right of way in excess of six (6) inches.
4. The perimeter of the pollinator garden must be maintained and shall not encroach on public rights-of-way, drainage easements, or within three (3) feet of neighboring properties.
5. Property owners shall notify the City of Reynoldsburg, in writing, of their intent to cultivate a pollinator garden and provide a site plan of the property listing non-invasive plantings included.

Section 3. That this suspension of enforcement shall not apply with respect to non-residential property and any premises defined as vacant pursuant to Chapter 1399 of the Codified Ordinances.

Section 4. That this Resolution shall take immediate effect upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Purchase a Chassis-Mounted Leaf Collector for the Street Department and Waive Competitive Bidding

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

Authorize the Mayor to enter into a contract with MTech Company, 5642 Transportation Boulevard Garfield Heights, Ohio 44125 to purchase one (1) Chassis mounted leaf collector Sourcewell contract # 112624-ODB

That \$103,121.79 should be appropriated from unencumbered account # 260-268-5632 Motor Vehicles and was included in the 2025 Budget.

That \$178,630.76 should be appropriated from unencumbered account # 260-268-5633 Machinery and Equipment and was included in the 2025 Budget.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A CHASSIS-MOUNTED LEAF COLLECTOR FOR THE DEPARTMENT OF PUBLIC SERVICE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, IN in 2024, Reynoldsburg City Council authorized the Mayor and Public Service Department to begin an annual leaf vacuum pick-up program starting in the fall of 2025; and

WHEREAS, the necessary equipment for this program was included in the Street Departments 2025 budget; and

WHEREAS, the request is to purchase a chassis-mounted leaf collector through the Sourcewell purchasing contract from MTech Company for \$281,752.55.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a chassis-mounted leaf collector from MTech Company.

SECTION 2. That the purchase price shall not exceed \$281,752.55 as noted in the Departments 2025 budget to be appropriated from the unappropriated Street Fund from account numbers 260-268-5632 Motor Vehicle (\$103,121.79) and 260-268-5633 Machinery and Equipment (\$178,630.76).

SECTION 3. The purchase shall be made using the Sourcewell Contract #112624-ODB, thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175.

SECTION 4. This Resolution shall take effect immediately upon passage by Council and with the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Purchase a Dinkmar Leaf Master for the Street Department and Waive Competitive Bidding

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Authorize the Mayor to enter into contract with Southeastern Equipment Co. P.O. box 536 Cambridge, Ohio 43725 to purchase one (1) Dinkmar Leaf Master and waive competitive bidding due to them being a sole proprietor for availability by this fall.

That \$124,369.24 should be appropriated from unencumbered account # 260-268-5633 Machinery and Equipment \$124,369.24 was included in the 2025 Budget.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A DINKMAR LEAF MASTER FOR THE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Street Department Superintendent has determined that the City needs to purchase a Dinkmar leaf master for the new leaf vacuum program; and

WHEREAS, the machinery will be purchased from a sole proprietor based on availability; and

WHEREAS, the purchase price of the machinery was included in the 2025 budget with a price not to exceed \$124,369.24.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a Dinkmar Leaf Master.

SECTION 2. That the equipment will be purchased from a sole proprietor, Southeastern Equipment Co., at a cost not to exceed \$124,369.24.

SECTION 3. SECTION 3. That the purchase price is not to exceed \$124,369.24 total with funds approved in the 2025 Budget to be appropriated from the unappropriated Street Fund to account number 260-268-5633 Machinery and Equipment.

SECTION 4. This Resolution shall take effect immediately upon passage by Council and with the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Establish Membership with the Meta Solutions Purchasing Cooperative

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATION AGREEMENT WITH META SOLUTIONS, INC. FOR COOPERATIVE PURCHASING

WHEREAS, the Home Rule powers of the Ohio Constitution, as well as Ohio Revised Code Section 9.48, grant the City of Reynoldsburg the power to participate in joint purchasing programs; and

WHEREAS, Meta Solutions, Inc. is a purchasing cooperative in the state of Ohio that is engaged in the procurement process in accordance with state law and guidance by the Ohio Attorney General; and

WHEREAS, in addition to cooperative purchasing programs operated through the Ohio Department of Administrative Service, other programs such as Meta Solutions, Inc. exist to assist local and state governments in reducing the costs of purchased goods and services through the purchasing power of public agencies nationwide through competitively solicited contracts; and

WHEREAS, this council desires to authorize the Mayor to participate in this cooperative purchasing program for the purchase of goods and services on behalf of the City of

Reynoldsburg.

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

Section 1. That the Mayor is hereby authorized to enter into a Participation Agreement with Meta Solutions, Inc. for the purpose of participating in a cooperative purchasing program.

Section 2. That the \$500 cost of this program was included in the 2025 Budget and be appropriated from the unappropriated Mayor Fund from account 110. 522.5339 Miscellaneous Contract Services.

Section 3. That this Resolution shall be effective immediately upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at Their Facility

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION Authorizing the Mayor to Enter into a Contract with Iron Mountain for the Retrieval of the City's Permanent Records Currently Stored at their Facility

WHEREAS, it has been determined that the City should retrieve all permanent records currently housed at Iron Mountain; and

WHEREAS, the permanent records will be reviewed for destruction or permanent storage at Vital Records Control.

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 Iron Mountain not to exceed \$29,000.00 to retrieve the City's permanent records and pay the monthly storage fee.

SECTION 2. These funds were included in the 2025 Budget.

SECTION 3. That \$29,000.00 be appropriated from the unappropriated General Fund from

account numbers 110.522.5339 Miscellaneous Contract Services (\$25,000.00) and 110.581.5339 Miscellaneous Contract Services (\$4,000.00).

SECTION 4. This Resolution shall take effect immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Execute an Agreement with CORE5 Industrial Partners, LLC, or an Affiliate, Providing for a Project and Property Tax Exemption Pursuant to the City's Community Reinvestment Area Program, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Emergency

REASON FOR EMERGENCY:

Financial Needs of the City

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CORE5 INDUSTRIAL PARTNERS, LLC OR AN AFFILIATE, FOR A PROJECT AND PROPERTY TAX EXEMPTION PURSUANT TO THE CITY'S COMMUNITY REINVESTMENT AREA PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the General Assembly of the state of Ohio, by the enactment of Ohio Revised Code Sections 3735.65 et seq. (the "Community Reinvestment Area Program"), has heretofore authorized municipal corporations to designate Community Reinvestment Areas within the state to provide incentives for new residential, commercial or industrial development and/or rehabilitation in such areas, by making available property tax exemptions for such new development or rehabilitation; and

WHEREAS, pursuant to said Community Reinvestment Area Program, this Council by Ordinance No. 01-2023 approved the designation of the geographic area described in said Ordinance as the Taylor-Summit Community Reinvestment Area (the "Community Reinvestment Area"); and

WHEREAS, Core5 Industrial Partners, LLC, an Ohio limited liability company, or an affiliate (the Owner), plans to construct three industrial buildings of approximately 821,000 square feet of space on an approximately 52.31-acre site located at 7460 Taylor Road in Licking County, and on tax parcel number 087-141126-00.000 (the Project); and

WHEREAS, the Owner has submitted an application to the City requesting a property tax exemption for the Project, and the City desires to enter into a Community Reinvestment Area Agreement (the Agreement) with the Owner; and

WHEREAS, the Project is located in the Licking Heights Local School District and the Licking County Joint Vocational School District, and the Board of Education of the Licking Heights Local School District and the Board of Education of the Licking County Joint Vocational School District have been notified of the proposed Agreement in accordance with Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, this Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into the Agreement with the Owner, and that fulfillment of such an Agreement will carry out the purposes of the Community Reinvestment Area Program.

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

SECTION 1. Approval of Agreement. This Council hereby approves the Agreement providing for the Project and for an exemption from real property taxation of 75% of the increase in the assessed valuation of real property resulting from improvements to real property for 15 years. That Agreement shall be in substantially the form of the Agreement on file with the Clerk of Council, with such revisions as are approved by the City Attorney; and this Council hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 2. Ratification of Notices. This Council hereby ratifies the notices given to the School District and the estimates therein that the amount of taxes charged and payable on any portion of the assessed valuation of the new structures subject to the exemption from real property taxation approved herein that will not be exempted from such taxation under the Agreement equals or exceeds twenty-five percent of the amount of total taxes of the new structures subject to the exemption from real property taxation.

SECTION 3. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance, the terms and conditions of the aforesaid Agreement and the requirements and policies of the Community Reinvestment Area Program.

Section 4. Delivery. Pursuant to Section 3735.671 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of the Agreement to the Director of the Ohio Department of Development within fifteen days after the Agreement is executed. On or before March 31 of each year, the exemption set forth in Section 1 hereof remains in effect, and the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development a status report required under Section 3735.672 of the Ohio Revised Code.

SECTION 5. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions, were in meetings open to the public, and all in compliance with the law including ORC 121.22.

SECTION 6. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this Ordinance is required to be immediately effective so that the Project may commence immediately for the creation of jobs and economic opportunities, which are vitally needed in order to enhance revenues for the City and to improve the economic welfare of the people; therefore, this Ordinance shall be in full force and effect immediately upon passage by Council and the signature of the Mayor.

EXHIBIT A
COMMUNITY REINVESTMENT AREA AGREEMENT
(Attached)

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2025, by and between the City of Reynoldsburg, Ohio ("REYNOLDSBURG"), an Ohio municipal corporation, with offices located at 7232 East Main Street, Reynoldsburg, Ohio 43068 and Core5 Industrial Partners, LLC, a Georgia limited liability company ("COMPANY") with its offices located at 1230 Peachtree Street NE, Atlanta, GA 30309. REYNOLDSBURG and COMPANY are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, REYNOLDSBURG has encouraged the development of real property and the acquisition of personal property located in the area designated as the Taylor-Summit Community Reinvestment Area; and

WHEREAS, COMPANY has acquired or intends to acquire certain land in which COMPANY is desirous of constructing three industrial buildings upon, which will consist of approximately 821,000 aggregate square feet of space, hereinafter referred to as the "PROJECT", within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the REYNOLDSBURG City Council by Ordinance No. 01-2023 designated the Taylor-Summit Community Reinvestment Area pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, REYNOLDSBURG, having the appropriate authority for the stated type of project, is desirous of providing COMPANY with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, COMPANY has submitted a proposed agreement application, herein attached as Exhibit A, to REYNOLDSBURG (said application hereinafter referred to as the "Application"); and

WHEREAS, the Director of Development of REYNOLDSBURG has investigated the Application and has recommended the same to the City Council of Reynoldsburg on the basis that COMPANY is qualified by financial responsibility and business experience to create and preserve employment and/or housing opportunities in said Community Reinvestment Area and improve the economic climate of REYNOLDSBURG; and

WHEREAS, all required notices to school districts have been or will be delivered in accordance with 5709.83 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree to the foregoing and as follows:

SECTION 1. LOCATION BY COMPANY

1. COMPANY desires to construct three industrial buildings of approximately 821,000 aggregate square feet of space on an approximately 52.31-acre site on Parcel #087-141126-00.000, described more particularly in the attached Exhibit B, located on 7460 Taylor Road. The PROJECT will commence over three phases, with the first phase consisting of an industrial building with a total square footage of approximately 310,000 square feet ("Building 1"), a second phase with an industrial building of approximately 265,000 square feet ("Building 2"), and a third phase consisting of one additional industrial building of approximately 246,000 square feet ("Building 3") with all phases constituting a total investment by COMPANY of approximately \$78,500,000 of hard costs as described in the Application.
2. The PROJECT is currently anticipated to begin on or before July 31, 2025, and all acquisition, construction and installation is expected to be completed by November 30, 2030. COMPANY and REYNOLDSBURG agree that any failure to complete successive phases of the PROJECT shall not affect the real property tax exemption for the Buildings constituting completed phases of the PROJECT and shall only result in Building(s) within the incomplete phase(s) of the PROJECT failing to qualify for the real property tax exemption.

SECTION 2. PROGRAM COMPLIANCE

1. REYNOLDSBURG hereby grants COMPANY a 75% real property tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for a 15-year period for each building comprising the PROJECT upon completion of that building (as evidenced by a temporary certificate of occupancy (or its equivalent)). The exemption for each building commences the first year for which the real property constating of that building would first be taxable were that property not exempted from taxation. For Building 1, no exemption shall commence after tax year 2027 (collection year 2028), nor extend beyond tax year 2041/collection year 2042 (15-year exemption period). For Building 2, no exemption shall commence after tax year 2029 (collection year 2030), nor extend beyond tax year 2043/collection year 2044 (15-year exemption period). For Building 3, no exemption shall commence after tax year 2031 collection year 2032, nor extend beyond tax year 2045/collection year 2046 (15-year exemption period).
2. COMPANY (or its tenants located within the PROJECT) shall endeavor to create, retain, and maintain jobs providing for as follows:
 - A. For Building 1 only, the COMPANY currently estimates to be located in that Building, in calendar year 2029 and thereafter, 155 full time equivalent employees, with at least \$6,820,000 in annual payroll at the PROJECT, resulting in a minimum of \$170,500 in annual income tax withholdings revenues to REYNOLDSBURG.
 - B. For Building 2 only, the COMPANY currently estimates to be located in that Building, in calendar year 2032, and thereafter, 133 full time equivalent employees, with at least

\$5,942,000 in annual payroll at the PROJECT, resulting in a minimum of \$148,550 in annual income tax withholdings revenues to REYNOLDSBURG.

- C. For Building 3 only, the COMPANY currently estimates to be located in that Building, in calendar year 2034 and thereafter, 123 full time equivalent employees, with at least \$5,412,000 in annual payroll at the Project, resulting in a minimum of \$135,300 in annual income tax withholdings revenues to REYNOLDSBURG.

The minimum annual income tax withholding holding revenues set forth above shall hereinafter be referred to as the "Revenue Threshold." If there are disagreements among the Parties regarding the employees and payroll credited to the Revenue Threshold for a Building, the Parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences, provided, however, that COMPANY acknowledges that only jobs and payroll reported by COMPANY or its tenants to the City and verified by the City's income tax administrator will be counted when determining whether the Revenue Threshold has been achieved.

COMPANY will endeavor to procure all such necessary information from the tenants occupying space in the PROJECT as requested by the Director of Development for REYNOLDSBURG to verify that COMPANY has maintained or is causing to be maintained the Revenue Threshold. COMPANY shall be responsible for providing to REYNOLDSBURG or causing to be provided to REYNOLDSBURG all tenant employee payroll and withholding information necessary to demonstrate achievement of the Revenue Threshold.

If COMPANY fails to maintain or cause to be maintained the Revenue Threshold for each building within the PROJECT, COMPANY shall make a payment in lieu of taxes to REYNOLDSBURG in the amount equal to the difference between the Revenue Threshold and the actual revenue generated per building. However, the foregoing payment in lieu of taxes shall apply only for years where the Revenue Threshold has not been satisfied. For years where the Revenue Threshold has been satisfied no payments in lieu of taxes shall be due. The Revenue Threshold set forth in this Section is established on the assumption that the City income tax rate is two and one half percent (2.5%). If such rate is increased or decreased at any time before or after the commencement of the exemption period, the Revenue Threshold shall be proportionately increased or decreased. Any payments in lieu of taxes shall be due by June 1 of the year following the year in which the Revenue Threshold is not satisfied.

Notwithstanding the foregoing, if COMPANY exceeds the Revenue Threshold for a year for any Building at the PROJECT that is abated under this Agreement, the excess amount may be applied at the written discretion of COMPANY toward complying with the Revenue Threshold for that year for any other Building at the PROJECT that is abated under this Agreement.

Notwithstanding anything herein to the contrary within this Agreement, the COMPANY has the ability to modify the square feet of each Building of the PROJECT by up to 10% of the total square feet of that Building as described in Section 1 to the extent COMPANY provides REYNOLDSBURG prior notice of such modification.

It is understood by REYNOLDSBURG, that COMPANY may subdivide each building within the applicable phases or any portion thereof.

Modifications or subdivisions of a Building shall not modify the Revenue Threshold for that Building.

3. COMPANY shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If COMPANY fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
4. COMPANY hereby certifies that at the time this Agreement is executed, COMPANY does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which COMPANY is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, COMPANY is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against COMPANY. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
5. REYNOLDSBURG shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
6. If for any reason REYNOLDSBURG revokes the designation of the Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless COMPANY materially fails to fulfill its obligations under this Agreement and REYNOLDSBURG terminates or modifies the exemptions from taxation granted under this Agreement.
7. If COMPANY materially fails to fulfill its obligations under this Agreement, or if REYNOLDSBURG determines that the certification as to the delinquent taxes required by Agreement is fraudulent, REYNOLDSBURG may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.
8. COMPANY shall provide or shall cause to be provided by its tenants occupying space in the PROJECT to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate COMPANY'S compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. COMPANY shall also provide such information as well as certified payroll and tax

withholding information for employees of COMPANY and any tenants located at the PROJECT to the Director of Development of REYNOLDSBURG upon request.

9. Except as provided in the following paragraph, this Agreement is not transferable or assignable without the express, written approval of REYNOLDSBURG, such approval not to be unreasonably withheld, conditioned or delayed. The request to transfer or assign shall be given promptly by COMPANY and shall be approved or denied by the Mayor of REYNOLDSBURG within thirty (30) calendar days after receipt of the request. REYNOLDSBURG hereby releases COMPANY from any defaults occurring after the effective date of any transfer or assignment permitted under this Section.

Notwithstanding the foregoing, this Agreement may be assigned by COMPANY to any entity that is an affiliate of COMPANY without the prior consent of REYNOLDSBURG provided such affiliate shall assume all obligations of COMPANY pursuant to this Agreement in a written instrument delivered to REYNOLDSBURG.

In accordance with this Section and subject to REYNOLDSBURG's consent for transfers or assignments to non-affiliates, the COMPANY may transfer or assign COMPANY's interest in this Agreement in part, by transferring or assigning COMPANY's interest in any exemption for any building at the PROJECT, after which the permitted assignee shall become responsible as the COMPANY under this Agreement with respect to that building, and shall be responsible for all other payments associated with that building, including without limitation, all costs pursuant to Section 15 of this Agreement to be broken down on a pro-rata basis as further described in Section 15. The resulting arrangement shall be treated as separate agreements between REYNOLDSBURG and the COMPANY or each of its permitted assignees, including, without limitation, responsibility for payments for a Building's failure to achieve the Revenue Threshold for that Building that may be due pursuant to Section 2 and the administrative fees due pursuant to Section 11.

At the request of either REYNOLDSBURG or the COMPANY, a permitted assignee shall enter into an assignment and assumption agreement with REYNOLDSBURG and the COMPANY in form and content acceptable to REYNOLDSBURG and COMPANY.

10. COMPANY affirmatively covenants that it has made no false statements to the State of Ohio or REYNOLDSBURG in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of COMPANY has knowingly made a false statement to the State of Ohio or REYNOLDSBURG to obtain Community Reinvestment Area incentives, COMPANY shall be required immediately to return all benefits received under this Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision pursuant to ORC Section 9.66 (c)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

11. COMPANY will pay to REYNOLDSBURG an annual fee equal to the greater of one per cent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the taxes exempted exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to REYNOLDSBURG on January 15th year for each Taxable Year of the Incentive Period. For avoidance of doubt, the reoccurring costs pursuant to this Section shall not be broken down by Building and in the event any Building is transferred or assigned pursuant to this Agreement, and each such Building shall be subject to a separate fee equal to the greater of one per cent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the taxes for a Building transferred or assigned exempted exceeds two hundred fifty thousand dollars, the fee for the Building transferred or assigned shall not exceed two thousand five hundred dollars.
12. This Agreement may be executed in one or more counterparts, each of which constitutes an original agreement and all of which constitute one and the same original agreement. Delivery of an executed counterpart hereof by facsimile or in electronic format shall be effective as manual delivery of such counterpart.
13. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
14. Company shall be considered to have materially failed to fulfill its obligations under this Agreement if Company does not cure a failure to fulfill its obligations within 30 days after receiving written notice from Reynoldsburg of such failure. In addition, exemptions from taxation granted under this Agreement may be rescinded as set forth in Section 3 only after (i) with respect to real property taxes, Company fails to cure the failure to pay real property taxes with respect to the Project Site by the time the second delinquent tax list is published pursuant to Ohio Revised Code Section 5721.03, or (ii) with respect to tangible personal property taxes, Company fails to cure the failure to pay tangible personal property taxes with respect to the Project Site by the time the second delinquent personal and classified property tax list is published pursuant to Ohio Revised Code Section 5719.04.
15. In addition to its other obligations hereunder, the Company shall provide the following community benefits: Company shall maintain membership in the Reynoldsburg Area Chamber of Commerce for each Taxable Year of the Incentive Period, will make a one-time \$50,000 donation to REYNOLDSBURG to be used in administering the Reynoldsburg Tomato Festival upon execution of this Agreement and will make a one-time CRA creation fee of \$2,000 upon execution of this Agreement.
16. In no event shall the COMPANY or REYNOLDSBURG be responsible for any punitive, special, consequential, indirect or incidental damages.

17. Upon request of the COMPANY, REYNOLDSBURG shall, within thirty (30) days from the initial request, execute and deliver to the COMPANY or any proposed purchaser, lender, mortgagee or tenant of the PROJECT, or a portion of the PROJECT, a certificate stating: (a) this Agreement is in full force and effect, if the same is true; (b) COMPANY is not in default under any terms, covenants or conditions of this Agreement, or, if COMPANY is in default, specifying same, and (c) such other matters as COMPANY or any proposed purchaser, lender, mortgagee or tenant may request.
18. 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 per the addresses in the first recital and sent by (a) registered certificate mail, return receipt requested, or (b) by a nationally recognized overnight delivery courier service. The addresses for the Parties may be modified by either Party upon prior written notice to the other Party.
19. Notwithstanding anything in this Agreement to the contrary, COMPANY may terminate this Agreement at any time upon written notice to REYNOLDSBURG. If such termination notice is given, this Agreement and the rights and obligations of the Parties hereunder shall cease and terminate on the date of termination specified in such notice, without need for the execution of any further documentation or other instrument. In no event shall either Party be released of any obligation or liability under this Agreement which accrues prior to the date of termination including, without limitation, any payments due for failure to meet the Revenue Threshold applicable for the year in which this Agreement is terminated or payments due under Section 2, Section 11 or Section 15 applicable to the year in which this Agreement is terminated.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, REYNOLDSBURG, by its Mayor pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2025, and COMPANY, by its duly authorized signor, has caused this instrument to be executed on this _____ day of _____, 2025.

COMPANY:

Core5 Industrial Partners, LLC,
A Georgia limited liability company

By: _____
Name:
Title:

REYNOLDSBURG:

CITY OF REYNOLDSBURG

By _____
Mayor

Approved as to form:

City Attorney

EXHIBIT A
CRA APPLICATION
(ATTACHED)

CITY OF REYNOLDSBURG

COMMERCIAL PROJECTS

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Reynoldsburg located in the County of Licking and Core5 Industrial Partners, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Core5 Industrial Partners LLC
Enterprise Name

Douglas Armbruster
Contact Person

1230 Peachtree St NE,
Atlanta, GA 30309
Address

859.287.3707
Telephone Number

- b. Project site:

087-141126-00.000
Parcel

Douglas Armbruster
Contact Person

7460 TAYLOR RD SW
REYNOLDSBURG, OH 43068
Address

859.287.3707
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site: Construction of class-A industrial facilities for warehouse/distribution and manufacturing.

- b. List primary 6 digit North American Industry Classification System (NAICS) # 49311

Business may list other relevant SIC numbers. N/A

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other):
LLC

CITY OF REYNOLDSBURG

3. Name of principal owner(s) or officers of the business.
- Timothy Gunter
4. a. State the enterprise's current employment level at the proposed project site: 0
- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X
- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located: N/A
- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 0
- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 0
- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A
5. Does the Property Owner owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X
- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes ___ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Core5 Industrial Partners LLC plans to construct 3 new class-A industrial speculative buildings totaling 821.4k SF (Building 1: 310k SF, Building 2: 265k SF, Building 3: 246k SF), The buildings will be suitable for a mix of industrial uses included warehousing, e-fulfillment centers and light manufacturing. Core5 has a history of successful speculative industrial projects across the region. Through well thought-out site designs and building layouts, Core5 has been successful in marketing

CITY OF REYNOLDSBURG

to best-in-class tenants.

7. Project scheduled start and completion dates: Anticipated timing contingent upon granting of CRA exemption:

Site acquisition: May 2025

Groundbreaking: July 2025

Building 1 Vertical Development Completion: April 2026

Building 1 Full Lease Up: October 2027

Building 2 Vertical Development Completion: July 2028

Building 2 Full Lease Up: February 2030

Building 3 Vertical Development Completion: November 2030

Building 3 Full Lease Up: May 2032

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary): At full build-out of 821,400 sf, we anticipate the creation of 411 FTE jobs by the year 2033,

- b. State the time frame of this projected hiring:

Building 1 (310k SF): Full lease up October 2027. Anticipated full employment of 155 FTE's by October 2028.

Building 2 (265k SF): Full lease up February 2030. Anticipated full employment of 133 FTE's by February 2031.

Building 3 (246k SF): Full lease up May 2032. Anticipated full employment of 123 FTE's by May 2033.

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): See schedule by building in previous answer above.

9. a. Estimate the amount of annual payroll such new employees will add: 411 FTE's will result in \$18,084,000 of annual payroll in current dollars unadjusted for inflation.

- c. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

CITY OF REYNOLDSBURG

A.	Acquisition of Buildings:	\$ _____
B.	Additions/New Construction:	\$ 78.5M _____
C.	Improvements to existing buildings:	\$ _____
D.	Machinery & Equipment:	\$ _____
E.	Furniture & Fixtures:	\$ _____
F.	Inventory:	\$ _____
	Total New Project Investment:	\$78.5M _____

11. a. Business requests the following tax exemption incentives: 75 % for 15 years covering real _____ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
Tax abatement is required in order for Core5 Industrial Partners LLC to compete for new jobs and payroll with like sites and buildings in the greater Central Ohio industrial market including northern Pickaway County, Etna Township, Pataskala and West Jefferson. Core5 will be unable to do the project without having tax abatement in place. The 75% tax abatement will provide the company and its tenants savings to combat market forces that are driving up lease rates as a result of higher interest rates and construction costs, including increased materials prices and higher construction labor prices driven by construction labor shortages.

Submission of this application expressly authorizes the City of Reynoldsburg to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

 Name of Property Owner

 Date

 Signature

 Typed Name and Title

CITY OF REYNOLDSBURG

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

EXHIBIT B
DEPICTION OF PROJECT SITE
(ATTACHED)

The Land referred to herein below is situated in the County of LICKING, State of OHIO, and is described as follows:

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, being located in Lot 34, Quarter Township 3, Township 1, Range 15, United States Military Lands and being all of that 54.303 acre tract as conveyed to Maxwell Farm Company by deed of record in Official [Record 303, Page 952](#), all references being to records of the Recorders Office Licking County, Ohio and being more particularly bounded and described as follows:

Beginning at a found corner stone at the corner of lots number 30, 31, 34 and 35, being the northeasterly corner of the tract herein being described;

thence South 3° 35' 23" West, being along the easterly line of said Lot 34, also being the westerly line of parcels 1 and 2 as conveyed to Vaughn B. Mantor, Trustee by deed of record in Deed [Book 816, Page 764](#), a distance of 1693.40 feet to a found corner stone at the corner of Lots 31, 32, 33 and 34;

thence North 86° 43' 34" West, being along the southerly line of said Lot 34, also being along the northerly line of that 17.323 acre tract as conveyed to Newcon LLC by deed of record in Instrument Number [199906090024450](#), (passing an iron pin set at 1467.66 feet) a distance of 1497.89 feet to a set mag nail in the centerline of Taylor Road;

thence Northeasterly, being along the centerline of said Taylor Road the following courses (3) and distances:

North 10° 23' 06" East, 1140.59 feet to a mag nail set;

North 10° 40' 02" East, 566.40 feet to a mag nail set; and,

North 0° 53' 26" East, a distance of 0.98 feet to a mag nail set in the northerly line of said Lot 34;

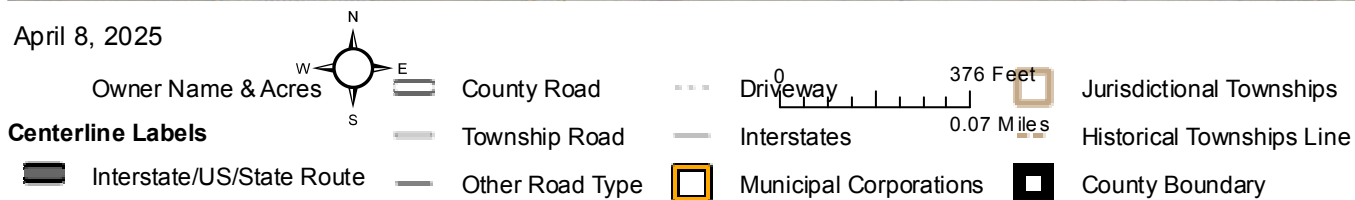
thence South 86° 40' 36" East, being along the northerly line of said Lot 34, also being the southerly line of that subdivision entitled "Summit Ridge Heights" as shown in Plat [Book 6, Page 89](#), (passing an iron pin set at 30.03 feet) a distance of 1293.19 feet to the place of beginning containing 54.303 acres of land, of which 1.176 acres lies within the present right-of-way of Taylor Road, leaving a net acreage of 53.127 acres of land more or less;

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments Frank 48 and Frank 148 established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

OnTrac Property Map



April 8, 2025



LICKING COUNTY TAX MAP

Licking County Auditor GIS



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Law General Contracting Pertaining to the City's 2025 Street Improvement Project (Alley), Appropriating Funds, and Declaring an Emergency

APPROVALS:

Mollie Prasher

EMERGENCY:

two read emergency

REASON FOR EMERGENCY:

Contract Fulfillment

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with Law General Contracting Pertaining to the City's 2025 Street Improvement Project (Alley), Appropriating Funds, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg received multiple bids for the 2025 Street Improvement Project (Alley); and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and most responsible bidder for the project is Law General Contracting; and

WHEREAS, the City Engineer has also concluded that Law General Contracting has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the 2025 Street (Alley) Improvement Project be awarded to Law General Contracting at a base bid of \$228,177.44.

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

SECTION 1. That the Mayor is hereby authorized and directed to enter into a contract with Law General Contracting for the 2025 Street Improvement Project (Alley) for a base bid of

\$228,177.44 pertaining to the following work:

Contract A:

- Mill and repave Hickory, Elm, Cherry, Buckeye and Rickly Alleys.
- Enhanced pavement marking (stop bars, crosswalks, center/edge lines, etc.) throughout the City.
- Installation of a mid-block pedestrian crosswalk on Rodebaugh Road to allow pedestrians to safely cross from the existing sidewalk on the north side of the road to Rodebaugh Park on the south side.
- Construction of a new section of sidewalk on the north side of Rodebaugh Road which will provide pedestrian access to Lancaster Avenue.

SECTION 2. That an additional \$23,000.00 be appropriated for project contingency purposes pertaining to the City's 2025 Street (Alley) Improvement Project.

SECTION 3. That an amount of \$251,177.44 be appropriated from the unappropriated Permissive Tax Fund (230) and be appropriated to project number 230.000.0199.5659 Street Improvement Project (Alley) Miscellaneous Infrastructure.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further so that construction can begin as soon as possible in order to be completed this year; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG, OHIO

2024 Alley Improvements

EMH&T JN: 2024-0703

Bids Received: February 21, 2025

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Law General Contracting	Strawser Paving Co. Inc	Breck's Paving	Decker Construction Co.	Pavement Technology Inc					
						Price	Extension	9128 Mount Vernon Rd Saint Louisville, OH	1595 Frank Road Columbus, Ohio 43223	1367 Frank Rd Columbus, OH 43223	3040 McKinley Avenue Columbus, Ohio 43204	24144 Detroit Road Westlake, Ohio 44145					
						Price	Extension	Price	Extension	Price	Extension	Price	Extension				
Contract A: Base Bid																	
A-1	CMSC	203	Embankment	10	C.Y.	\$110.00	\$1,100.00	\$96.18	\$961.80	\$125.00	\$1,250.00	\$127.00	\$1,270.00	\$147.79	\$1,477.90		
A-2	CMSC/SS	253*	Alley Full Depth Pavement Repair, per Detail B	1,051	S.Y.	\$85.00	\$89,335.00	\$47.31	\$49,722.81	\$47.00	\$49,397.00	\$32.96	\$34,640.96	\$62.78	\$65,981.78		
A-3	CMSC/SS	259*	Driveway Pavement Replacement, Type 3A (Asphalt), Per R-3	25	S.Y.	\$185.00	\$4,625.00	\$25.00	\$625.00	\$75.00	\$1,875.00	\$140.60	\$3,515.00	\$150.08	\$3,752.00		
A-4	CMSC/SS	259*	Driveway Pavement Replacement, Type 3B (Concrete), Per R-3	25	S.Y.	\$210.00	\$5,250.00	\$212.71	\$5,317.75	\$150.00	\$3,750.00	\$172.80	\$4,320.00	\$210.99	\$5,274.75		
A-5	CMSC/SS	259*	Driveway Pavement Replacement, Type 3C (Gravel), Per R-3	25	S.Y.	\$145.00	\$3,625.00	\$60.77	\$1,519.25	\$60.00	\$1,500.00	\$39.40	\$985.00	\$93.41	\$2,335.25		
A-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	126	C.Y.	\$360.00	\$45,360.00	\$397.00	\$50,022.00	\$380.00	\$47,880.00	\$407.54	\$51,350.04	\$406.76	\$51,251.76		
A-7	CMSC	604	Catch Basin, Remove & Replace Per ST-13 with Frame and Grate Per COC AA-S141	2	Ea.	\$5,500.00	\$11,000.00	\$2,836.00	\$5,672.00	\$6,500.00	\$13,000.00	\$5,255.00	\$10,510.00	\$6,874.56	\$13,749.12		
A-8	CMSC	604*	Catch Basin, Adjust to Grade with New Top Per ST-13 and Frame and Grate per COC AA-S141	2	Ea.	\$2,000.00	\$4,000.00	\$817.00	\$1,634.00	\$1,000.00	\$2,000.00	\$2,229.50	\$4,459.00	\$1,501.92	\$3,003.84		
A-9	CMSC	604	Catch Basin, Adjust to Grade	3	Ea.	\$750.00	\$2,250.00	\$798.17	\$2,394.51	\$675.00	\$2,025.00	\$541.67	\$1,625.01	\$510.96	\$1,532.88		
A-10	CMSC	608	Detectable Warning System, 2' x 4', Per R-10C	4	Ea.	\$350.00	\$1,400.00	\$364.65	\$1,458.60	\$140.00	\$560.00	\$298.76	\$1,195.04	\$508.89	\$2,035.56		
A-11	CMSC	608	Detectable Warning System, 2' x 5', Per R-10A	3	Ea.	\$400.00	\$1,200.00	\$486.20	\$1,458.60	\$175.00	\$525.00	\$431.67	\$1,295.01	\$640.90	\$1,922.70		
A-12	CMSC	608	Concrete Curb Ramps & Sidewalk, Per R-10C	130	S.F.	\$25.00	\$3,250.00	\$30.39	\$3,950.70	\$22.00	\$2,860.00	\$58.16	\$7,560.80	\$22.63	\$2,941.90		
A-13	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	231	S.F.	\$22.00	\$5,082.00	\$34.03	\$7,860.93	\$22.00	\$5,082.00	\$78.51	\$18,135.81	\$24.11	\$5,569.41		
A-14	CMSC	608	Concrete Sidewalk, T=4-in, Class "COC 5", Per R-9	650	S.F.	\$18.00	\$11,700.00	\$18.23	\$11,849.50	\$19.00	\$12,350.00	\$21.36	\$13,884.00	\$23.56	\$15,314.00		
A-15	CMSC	608	Remove & Replace Concrete Sidewalk, T=4-in, Class "COC 5", Per R-9	100	S.F.	\$22.00	\$2,200.00	\$36.46	\$3,646.00	\$27.00	\$2,700.00	\$28.60	\$2,860.00	\$21.12	\$2,112.00		
A-16	CMSC	609	Remove and Replace Standard Combined Curb & Gutter (Spot), T=6", Per R-6	15	LF.	\$125.00	\$1,875.00	\$164.09	\$2,461.35	\$90.00	\$1,350.00	\$175.33	\$2,629.95	\$98.54	\$1,478.10		
A-17	CMSC/SS	630	Solar Powered Rectangular Rapid Flashing Beacon (RRFB) System, Complete	1	LS.	\$20,000.00	\$20,000.00	\$11,547.22	\$11,547.22	\$39,000.00	\$39,000.00	\$28,845.72	\$28,845.72	\$33,810.00	\$33,810.00		
A-18	CMSC/SS	644	Crosswalks, 12" White, As Directed	2,760	LF.	\$4.50	\$12,420.00	\$4.62	\$12,751.20	\$3.80	\$10,488.00	\$4.00	\$11,040.00	\$3.99	\$11,012.40		
A-19	CMSC/SS	644	Stop Bars, 24" White, As Directed	720	LF.	\$10.00	\$7,200.00	\$9.36	\$6,739.20	\$7.70	\$5,544.00	\$8.10	\$5,832.00	\$8.08	\$5,817.60		
A-20	CMSC/SS	644	Crosswalk Line, 12", Per COC Std. Dwg. 1648	50	LF.	\$4.50	\$225.00	\$9.72	\$486.00	\$8.00	\$400.00	\$8.40	\$420.00	\$8.40	\$420.00		
A-21	CMSC/SS	647	Crosswalk Line, 24" Piano Key, Per COC Std. Dwg. 1648	40	LF.	\$25.00	\$1,000.00	\$40.00	\$1,600.00	\$22.50	\$900.00	\$23.76	\$950.40	\$23.62	\$944.80		
A-22	CMSC	807*	Water Valve Box, Adjusted to Grade	3	Ea.	\$200.00	\$600.00	\$151.94	\$455.82	\$250.00	\$750.00	\$105.00	\$315.00	\$300.00	\$900.00		
A-23	CMSC	901	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	20	LF.	\$200.00	\$4,000.00	\$210.89	\$4,217.80	\$150.00	\$3,000.00	\$100.50	\$2,010.00	\$151.37	\$3,027.40		
A-24	SS	SPEC	Mill Butt Joint	944	LF.	\$25.00	\$23,600.00	\$5.00	\$4,720.00	\$15.00	\$14,160.00	\$5.44	\$5,135.36	\$10.97	\$10,355.68		
A-25	SS-1510	SPEC	SAMI Seal	2,970	S.Y.	\$5.00	\$14,850.00	\$11.82	\$35,105.40	\$8.08	\$23,997.60	\$16.47	\$48,915.90	\$8.75	\$25,987.50		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - BASE BID = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =		\$277,147.00 NA	\$228,177.44 NA	\$246,343.60 NA	\$263,700.00 NA	\$272,008.33 NA	No Bid NA				
Contract B: Base Bid																	
B-1	RS	SPEC	Asphalt Rejuvenating Agent	62,200	S.Y.	\$1.40	\$87,080.00									\$1.22	\$75,884.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B = CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		\$87,080.00 NA	No Bid NA	No Bid NA	No Bid NA	No Bid NA	No Bid NA	\$75,884.00 NA			
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder																
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder																
BIDDER'S TOTAL FOR CONTRACT A =						\$277,147.00	\$228,177.44	\$246,343.60	\$263,700.00	\$272,008.33	No Bid						
BIDDER'S TOTAL FOR CONTRACT B =						\$87,080.00	No Bid	No Bid	No Bid	No Bid	\$75,884.00						
BY: Mitchell Yake, PE Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																	



Engineers, Surveyors, Planners, Scientists

February 26, 2025

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

Re: 2024 Alley Improvements – Contract A

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 21st, 2025 for the Reynoldsburg **2024 Alley Improvements – Contract A**. Based on our review of the public bid results, we recommend that Contract B be awarded to **Law General Contracting**, for the amount of **\$228,177.44**. Law General appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

Please review the enclosed information. Once City Council authorizes the contracts for construction, please have the Mayor sign the Notice of Award and forward it to me. Once I receive that, we will prepare conformed copies of the contract documents and forward them to the selected Contractors for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Mitchell Yake".

Mitchell Yake, PE

Attachments:

Bid Tabulation
Notice of Award of Contract A

Date: **February 26, 2025**

Surety:

Fidelity and Deposit Company of
1299 Zurich Way
Schaumburg, IL 60196

Surety Agent:

HUB International Limited
1600 W. Lane Avenue, Suite 200
Columbus, OH 43221

Re: Notice of Award of Contract

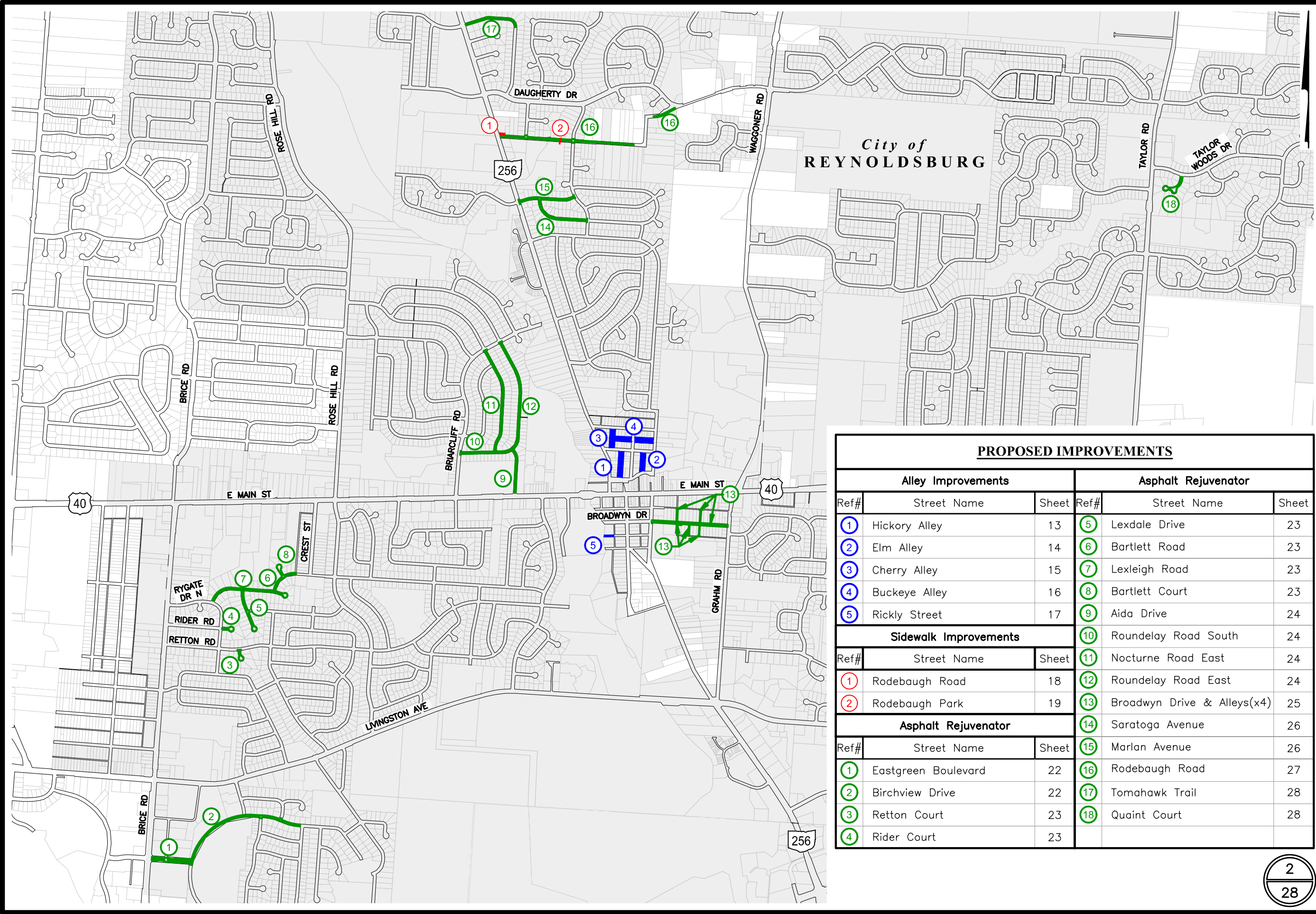
To Whom It May Concern,

You are notified that your principal, **Law General Contracting** (Contractor) has been awarded a contract for **2024 ALLEY IMPROVEMENTS - CONTRACT A** in the amount of **\$228,177.44** by the City of Reynoldsburg.

Thank you,

City of Reynoldsburg

By _____
Name/Title: Joseph S. Begeny, Mayor



PROPOSED IMPROVEMENTS					
Alley Improvements			Asphalt Rejuvenator		
Ref#	Street Name	Sheet	Ref#	Street Name	Sheet
1	Hickory Alley	13	5	Lexdale Drive	23
2	Elm Alley	14	6	Bartlett Road	23
3	Cherry Alley	15	7	Lexleigh Road	23
4	Buckeye Alley	16	8	Bartlett Court	23
5	Rickly Street	17	9	Aida Drive	24
Sidewalk Improvements			10	Roundelay Road South	24
Ref#	Street Name	Sheet	11	Nocturne Road East	24
1	Rodebaugh Road	18	12	Roundelay Road East	24
2	Rodebaugh Park	19	13	Broadwyn Drive & Alleys(x4)	25
Asphalt Rejuvenator			14	Saratoga Avenue	26
Ref#	Street Name	Sheet	15	Marlan Avenue	26
1	Eastgreen Boulevard	22	16	Rodebaugh Road	27
2	Birchview Drive	22	17	Tomahawk Trail	28
3	Retton Court	23	18	Quaint Court	28
4	Rider Court	23			

2
28

CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO

ROADWAY PLAN

FOR

2024 ALLEY IMPROVEMENTS

OVERALL SCHEMATIC

DATE: February 2025

SCALE: NONE

JOB NO.: 2024-0703

EMHIT

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the City's 2025 Street Maintenance Program, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the City's 2025 Street Maintenance Program, Appropriating Funds, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg received multiple bids for the 2025 Street Maintenance Program; and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and determined the lowest and most responsible bidder for the project is Pavement Technology, Inc.; and

WHEREAS, the City Engineer has also concluded that Pavement Technology, Inc. has the ability, resources, and experience to properly complete the project and recommended that the contract for the 2025 Street Maintenance Program be awarded to Pavement Technology, Inc. at a base bid of \$75,884.00.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Pavement Technology, Inc. for the 2025 Street Maintenance Program for a base bid of \$75,884.00

pertaining to the following work as shown by the attached exhibit Contract B.

SECTION 2. That an additional \$7,600.00 be appropriated for project contingency purposes pertaining to the City's 2025 Street Maintenance Program.

SECTION 3. That an amount of \$75,884.00 be appropriated from the unappropriated Capital Improvement Fund (410) and be appropriated to project number 410.000.0193.5631.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further so that construction can begin as soon as possible in order to be completed this year; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Date: **February 26, 2025**

Surety:
Travelers Casualty and Surety Company of America
1 Tower Square
Hartford, CT 06103

Surety Agent:
McGowan & Company, Inc.
20595 Lorain Road
Fairview Park, OH 44126

Re: Notice of Award of Contract

To Whom It May Concern,

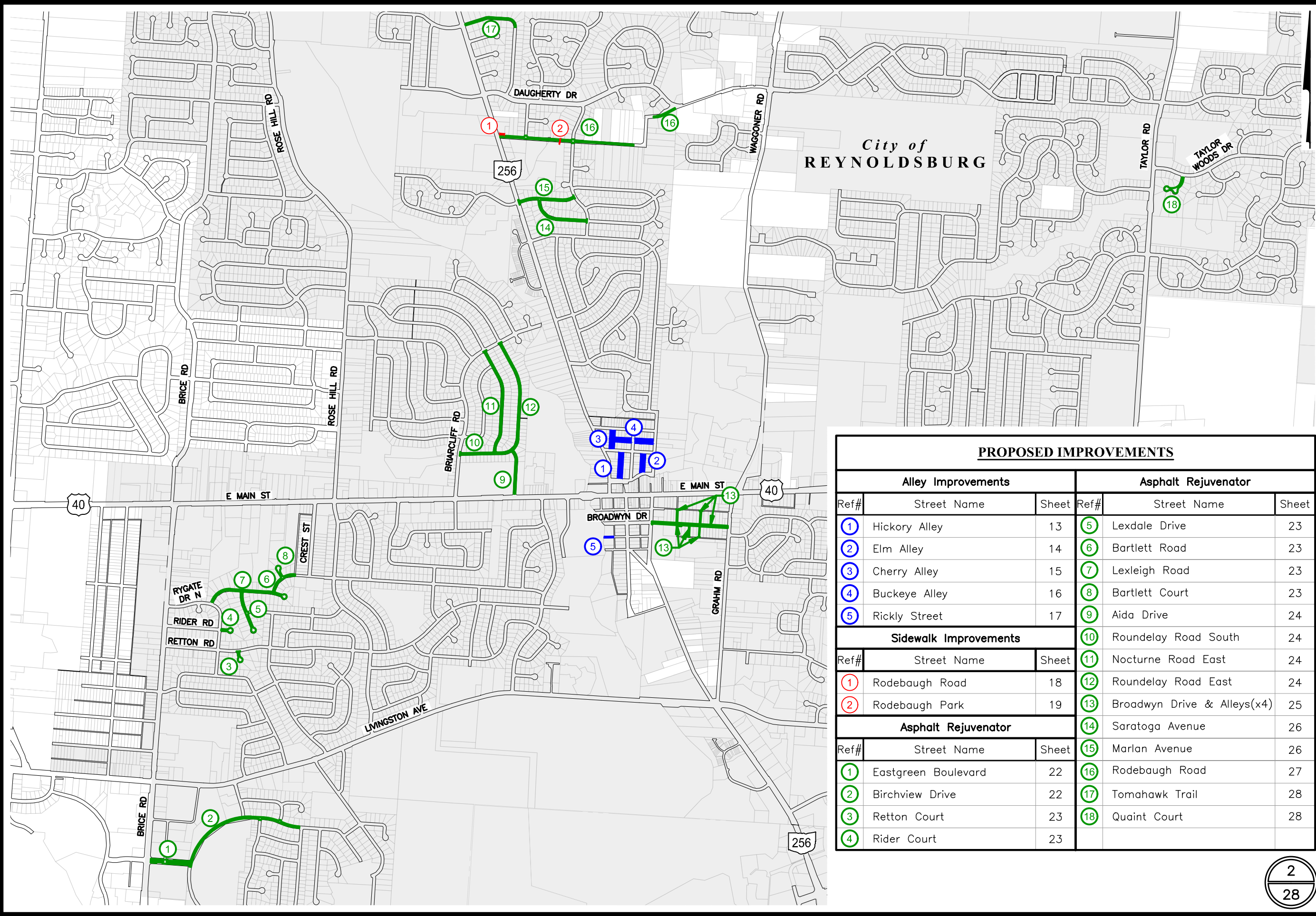
You are notified that your principal, **PAVEMENT TECHNOLOGY, INC** (Contractor) has been awarded a contract for **2024 ALLEY IMPROVEMENTS – CONTRACT B** in the amount of \$ **75,884.00** by the City of Reynoldsburg.

Thank you,

City of Reynoldsburg

By _____
Name/Title: Joseph S. Begeny, Mayor

CITY OF REYNOLDSBURG, OHIO																	
2024 Alley Improvements																	
EMH&T JN: 2024-0703																	
Bids Received: February 21, 2025																	
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Law General Contracting 9128 Mount Vernon Rd Saint Louisvillle, OH		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Breck's Paving 1367 Frank Rd Columbus, OH 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A: Base Bid																	
A-1	CMSC	203	Embarkment	10	C.Y.	\$110.00	\$1,100.00	\$96.18	\$961.80	\$125.00	\$1,250.00	\$127.00	\$1,270.00	\$147.79	\$1,477.90		
A-2	CMSC/SS	253*	Alley Full Depth Pavement Repair, per Detail B	1,051	S.Y.	\$85.00	\$89,335.00	\$47.31	\$49,722.81	\$47.00	\$49,397.00	\$32.96	\$34,640.96	\$62.78	\$65,981.78		
A-3	CMSC/SS	259*	Driveway Pavement Replacement, Type 3A (Asphalt), Per R-3	25	S.Y.	\$185.00	\$4,625.00	\$25.00	\$625.00	\$75.00	\$1,875.00	\$140.60	\$3,515.00	\$150.08	\$3,752.00		
A-4	CMSC/SS	259*	Driveway Pavement Replacement, Type 3B (Concrete), Per R-3	25	S.Y.	\$210.00	\$5,250.00	\$212.71	\$5,317.75	\$150.00	\$3,750.00	\$172.80	\$4,320.00	\$210.99	\$5,274.75		
A-5	CMSC/SS	259*	Driveway Pavement Replacement, Type 3C (Gravel), Per R-3	25	S.Y.	\$145.00	\$3,625.00	\$60.77	\$1,519.25	\$60.00	\$1,500.00	\$39.40	\$985.00	\$93.41	\$2,335.25		
A-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	126	C.Y.	\$360.00	\$45,360.00	\$397.00	\$50,022.00	\$380.00	\$47,880.00	\$407.54	\$51,350.04	\$406.76	\$51,251.76		
A-7	CMSC	604	Catch Basin, Remove & Replace Per ST-13 with Frame and Grate Per COC AA-S141	2	Ea.	\$5,500.00	\$11,000.00	\$2,836.00	\$5,672.00	\$6,500.00	\$13,000.00	\$5,255.00	\$10,510.00	\$6,874.56	\$13,749.12		
A-8	CMSC	604*	Catch Basin, Adjust to Grade with New Top Per ST-13 and Frame and Grate per COC AA-S141	2	Ea.	\$2,000.00	\$4,000.00	\$817.00	\$1,634.00	\$1,000.00	\$2,000.00	\$2,229.50	\$4,459.00	\$1,501.92	\$3,003.84		
A-9	CMSC	604	Catch Basin, Adjust to Grade	3	Ea.	\$750.00	\$2,250.00	\$798.17	\$2,394.51	\$675.00	\$2,025.00	\$541.67	\$1,625.01	\$510.96	\$1,532.88		
A-10	CMSC	608	Detectable Warning System, 2' x 4', Per R-10C	4	Ea.	\$350.00	\$1,400.00	\$364.65	\$1,458.60	\$140.00	\$560.00	\$298.76	\$1,195.04	\$508.89	\$2,035.56		
A-11	CMSC	608	Detectable Warning System, 2' x 5', Per R-10A	3	Ea.	\$400.00	\$1,200.00	\$486.20	\$1,458.60	\$175.00	\$525.00	\$431.67	\$1,295.01	\$640.90	\$1,922.70		
A-12	CMSC	608	Concrete Curb Ramps & Sidewalk, Per R-10C	130	S.F.	\$25.00	\$3,250.00	\$30.39	\$3,950.70	\$22.00	\$2,860.00	\$58.16	\$7,560.80	\$22.63	\$2,941.90		
A-13	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	231	S.F.	\$22.00	\$5,082.00	\$34.03	\$7,860.93	\$22.00	\$5,082.00	\$78.51	\$18,135.81	\$24.11	\$5,569.41		
A-14	CMSC	608	Concrete Sidewalk, T=4-In, Class "COC 5", Per R-9	650	S.F.	\$18.00	\$11,700.00	\$18.23	\$11,849.50	\$19.00	\$12,350.00	\$21.36	\$13,884.00	\$23.56	\$15,314.00		
A-15	CMSC	608	Remove & Replace Concrete Sidewalk, T=4-In, Class "COC 5", Per R-9	100	S.F.	\$22.00	\$2,200.00	\$36.46	\$3,646.00	\$27.00	\$2,700.00	\$28.60	\$2,860.00	\$21.12	\$2,112.00		
A-16	CMSC	609	Remove and Replace Standard Combined Curb & Gutter (Spot), T=6", Per R-6	15	L.F.	\$125.00	\$1,875.00	\$164.09	\$2,461.35	\$90.00	\$1,350.00	\$175.33	\$2,629.95	\$98.54	\$1,478.10		
A-17	CMSC/SS	630	Solar Powered Rectangular Rapid Flashing Beacon (RRFB) System, Complete	1	L.S.	\$20,000.00	\$20,000.00	\$11,547.22	\$11,547.22	\$39,000.00	\$39,000.00	\$28,845.72	\$28,845.72	\$33,810.00	\$33,810.00		
A-18	CMSC/SS	644	Crosswalks, 12" White, As Directed	2,760	L.F.	\$4.50	\$12,420.00	\$4.62	\$12,751.20	\$3.80	\$10,488.00	\$4.00	\$11,040.00	\$3.99	\$11,012.40		
A-19	CMSC/SS	644	Stop Bars, 24" White, As Directed	720	L.F.	\$10.00	\$7,200.00	\$9.36	\$6,739.20	\$7.70	\$5,544.00	\$8.10	\$5,832.00	\$8.08	\$5,817.60		
A-20	CMSC/SS	644	Crosswalk Line, 12", Per COC Std. Dwg. 1648	50	L.F.	\$4.50	\$225.00	\$9.72	\$486.00	\$8.00	\$400.00	\$8.40	\$420.00	\$8.40	\$420.00		
A-21	CMSC/SS	647	Crosswalk Line, 24" Piano Key, Per COC Std. Dwg. 1648	40	L.F.	\$25.00	\$1,000.00	\$40.00	\$1,600.00	\$22.50	\$900.00	\$23.76	\$950.40	\$23.62	\$944.80		
A-22	CMSC	807*	Water Valve Box, Adjusted to Grade	3	Ea.	\$200.00	\$600.00	\$151.94	\$455.82	\$250.00	\$750.00	\$105.00	\$315.00	\$300.00	\$900.00		
A-23	CMSC	901	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	20	L.F.	\$200.00	\$4,000.00	\$210.89	\$4,217.80	\$150.00	\$3,000.00	\$100.50	\$2,010.00	\$151.37	\$3,027.40		
A-24	SS	SPEC	Mill Butt Joint	944	L.F.	\$25.00	\$23,600.00	\$5.00	\$4,720.00	\$15.00	\$14,160.00	\$5.44	\$5,135.36	\$10.97	\$10,355.68		
A-25	SS-1510	SPEC	SAMI Seal	2,970	S.Y.	\$5.00	\$14,850.00	\$11.82	\$35,105.40	\$8.08	\$23,997.60	\$16.47	\$48,915.90	\$8.75	\$25,987.50		
*Contingency Items																	
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$277,147.00		\$228,177.44		\$246,343.60		\$263,700.00		\$272,008.33		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		NA		NA		NA		NA	
Contract B: Base Bid																	
B-1	RS	SPEC	Asphalt Rejuvenating Agent	62,200	S.Y.	\$1.40	\$87,080.00									\$1.22	\$75,884.00
*Contingency Items																	
BIDDER'S TOTAL FOR CONTRACT B =						\$87,080.00		No Bid		No Bid		No Bid		No Bid		\$75,884.00	
CORRECTED BIDDER'S TOTAL FOR CONTRACT B =						NA		NA		NA		NA		NA		NA	
A	Correct Bidder's Calculated Unit Price. Labor + material was incorrectly calculated by Bidder																
B	Correct Bidder's Total price x quantity was incorrectly calculated by Bidder																
BIDDER'S TOTAL FOR CONTRACT A =						\$277,147.00		\$228,177.44		\$246,343.60		\$263,700.00		\$272,008.33		No Bid	
BIDDER'S TOTAL FOR CONTRACT B =						\$87,080.00		No Bid		No Bid		No Bid		No Bid		\$75,884.00	
BY: Mitchell Yake, PE																	
Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																	



PROPOSED IMPROVEMENTS					
Alley Improvements			Asphalt Rejuvenator		
Ref#	Street Name	Sheet	Ref#	Street Name	Sheet
1	Hickory Alley	13	5	Lexdale Drive	23
2	Elm Alley	14	6	Bartlett Road	23
3	Cherry Alley	15	7	Lexleigh Road	23
4	Buckeye Alley	16	8	Bartlett Court	23
5	Rickly Street	17	9	Aida Drive	24
Sidewalk Improvements			10	Roundelay Road South	24
Ref#	Street Name	Sheet	11	Nocturne Road East	24
1	Rodebaugh Road	18	12	Roundelay Road East	24
2	Rodebaugh Park	19	13	Broadwyn Drive & Alleys(x4)	25
Asphalt Rejuvenator			14	Saratoga Avenue	26
Ref#	Street Name	Sheet	15	Marlan Avenue	26
1	Eastgreen Boulevard	22	16	Rodebaugh Road	27
2	Birchview Drive	22	17	Tomahawk Trail	28
3	Retton Court	23	18	Quaint Court	28
4	Rider Court	23			

2
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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO

ROADWAY PLAN

FOR

2024 ALLEY IMPROVEMENTS

DATE: February 2025

SCALE: NONE

JOB NO.: 2024-0703

EMHIT

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

OVERALL SCHEMATIC



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Summit Road Engineering Design Services (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two read emergency

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Summit Road Engineering Design Services (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds, and Declaring an Emergency

Whereas, EMH&T will provide engineering design services for the Summit Road Improvement Project (limits of prior improvements south of Summit High School to East Main Street); and

Whereas, the design will address current safety concerns for vehicular and pedestrian traffic along the corridor, including storm sewer improvements, the addition of concrete curbs and gutters, street lighting, a separated leisure path and/or sidewalk system, and a signalized intersection at Summit Road and East Main Street; and

Whereas, the City has applied for and received Ohio Public Works Commission (OPWC) funding to help offset future construction costs; and

Whereas, the total cost of the final engineering design services is \$651,000.00, to be funded through the City's CIP Fund (410).

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

Section 1. That the Mayor authorize EMH&T to conduct engineering design services for the Summit Road Improvement Project (limits of prior improvements south of Summit High School to East Main Street).

Section 2. That an amount of \$651,000.00 be appropriated from the unappropriated Capital Improvement Project Fund (CIP 410) to project number 410.000.0203.5659 Capital Improvement Fund Summit Road Improvement Project (limits of prior improvements south of Summit High School to East Main Street Miscellaneous Infrastructure).

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to move the project forward; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

February 12, 2025

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

Subject: Proposal for Professional Services – Summit Road Improvements

Dear Mr. Dorman,

EMH&T is pleased to present this proposal for professional services related to survey and engineering design of improvements to Summit Road from Main Street to a point 4,100 linear feet north of Main Street, near the southern boundary of Summit Road Elementary School. Our recommended scope and fee are outlined below. **This work will be performed in accordance with the terms and conditions of our current Master Service Agreement with the City.**

A. SCOPE OF IMPROVEMENTS TO BE DESIGNED

1. Summit will be widened and reconstructed from Main Street to a point approximately 4100 feet north of Main Street. One through lane will be provided in each direction, along with a center turn lane and curb & gutter as generally shown on project funding exhibits (enclosed);
2. A traffic signal is to be installed at the intersection of Main Street and Summit Road. A signal warrant analysis was completed as part of Eastwood Lot 5 Traffic Impact Study to support installation of this signal;
3. Approximately 350 linear feet of Main Street will be resurfaced/restriped to accommodate the traffic signal and a dedicated eastbound left turn lane at Summit Road;
4. The roadside will feature curb and gutter, with a closed-conduit stormwater drainage system;
5. A 5-foot wide sidewalk will be constructed on the west side of Summit Road from Main Street to Lakeland Drive;
6. An 8-foot wide shared use path (SUP) will be constructed on the west side of Summit Road from Lakeland Drive to the northern terminus of the project;
7. Street lighting will be installed along the roadway;
8. A water main will be installed on the west side of Summit Road from Henley Avenue to Mueller Drive (approximately 2,500 linear feet). The water main size and the location of a potential pressure reducing valve will be studied during design;
9. A goal of design will be to limit impacts to an existing 12-inch water main located on the west side of Summit Road, owned by Southwest Licking Water & Sewer District. However, at 6 feet from the edge of existing pavement and four feet minimum cover, conflicts may be unavoidable. An "if authorized" task for water main relocation plans has been included in the below Scope of Services;
10. The project area generally appears to flow from north to south, outletting to an unnamed tributary of Blacklick Creek, located east of Summit Road. This will be confirmed during design. Design of offsite drainage improvements beyond the roadway corridor is not included in this proposal;
11. Existing overhead utilities will remain overhead, relocated where necessary in coordination with the roadway design;
12. Water quality treatment requirements for the street improvements, as required by OEPA, will be addressed with a manufactured system, vegetated biofilter, or similar;
13. The design speed for the project will equal the posted speed of 35mph.

Plans will be submitted to the City of Reynoldsburg and Licking County Engineer's Office for review and approval. Work on Main Street (US-40) will be reviewed by ODOT and approved via right-of-way permit.

B. SCOPE OF SERVICES

EMH&T's professional services will include documentation, design, and coordination to successfully advance the project. The following tasks are anticipated:

1. Survey and Basemapping

EMH&T will perform topographic survey and boundary surveys to fully cover the anticipated project area, including the following tasks:

- a. Research available public records such as deeds, plats, and right-of-way plans;
- b. Recover existing monumentation;
- c. Set local control points for topo survey;
- d. Request plans and markings of underground utilities through the Ohio Utilities Protection Service;
- e. Perform topographic survey of the anticipated project boundary;
- f. Prepare topographic and boundary basemaps in AutoCAD for use in design and plan production.

2. Subsurface Geotechnical Investigations

Our subconsultant, DHDC, will perform geotechnical investigations and analysis to support design of the proposed improvements. Their findings and recommendations will be issued in a report, which will provide recommendations for subgrade preparation/remediation and pavement design, along with testing results.

3. Preliminary Environmental Investigations

- a. Wetland/Stream Preliminary Investigation
 - i. Review existing soils, USGS topography, National Wetland Inventory and floodplain maps to determine the location of mapped wetland/stream features in/near the anticipated project limits.
 - ii. Conduct a field investigation to determine the potential location and extent of waters of the United States, including streams and wetlands in/near the anticipated project limits.
 - iii. Prepare a summary of findings. This information does not constitute a formal delineation, but will provide baseline information on the presence of potential wetlands and streams and provide recommendations for permitting for the site.
- b. Endangered Species Consultation
 - i. Review USFWS published list of endangered and threatened species for Ohio to determine what species are listed for Franklin County.
 - ii. Conduct a site visit to evaluate the site's suitability for these species' critical habitat. Through consultation with the USFWS, it will be determined whether any listed species or potential habitat for such species are present and whether the project has an adverse effect on any such species.
 - iii. Prepare a letter with attached exhibits and photographs, submit that letter to USFWS, and request a response.

4. Geometrics Design & Grading

The conceptual geometrics shown on the enclosed Schematic Exhibit will be refined to a level commensurate with detailed design activities.

- a. Refine horizontal geometrics;
- b. Geometric design of proposed cross street intersections / driveway locations (3 intersections, 18 driveways). AutoTurn analysis will be performed for intersections and commercial driveways where appropriate;
- c. Geometric design of sidewalk and curb ramps;
- d. Design vertical alignment (profile);
- e. Design typical sections;

- f. Develop preliminary cross sections and design roadside grading;
- g. Street lighting photometrics design;
- h. Preliminary traffic signal layout;
- i. Schematic utility/storm sewer layout;
- j. Develop preliminary construction limits and right-of-way/easements;
- k. Prepare and submit a Preliminary Geometrics Plan (scroll plot) for review by the City and other review agencies.

5. Water Distribution System Modeling

The project will include a water main that will ultimately connect together the Summit and Taylor Pressure Districts with a pressure reducing valve (PRV) separating the districts. The present phase of construction will include the water main on Summit Road from Mueller Drive to Henley Avenue and will terminate with PRV vault. A hydraulic analysis will be performed to predict the performance of the water main as it is proposed and to determine the settings for the PRV. The analysis will utilize previous Reynoldsburg water system model developed by EMH&T in 2014 and standard design methodologies for evaluating water system performance. The analysis will be summarized in a memo format report with exhibits and including a recommendation for the sizing of lines and operational settings for the valve in the proposed water distribution system.

a. Hydraulic Model Development and Analysis

- i. Model Development: The existing hydraulic water system model will be updated to evaluate the proposed water main and PRV, with conceptual water infrastructure connecting the existing mains in Summit Road from Mueller Drive to Henley Avenue, where it will terminate with a PRV. The model will be developed in the Bentley WaterCad software and will be developed with the following considerations/assumptions:
 - 1. The model will be static in nature and will not consider time dependent fluctuations in system demand.
 - 2. The model will utilize the 2014 model calibration. No new field testing will be conducted.
 - 3. The proposed water infrastructure will be laid out per the conceptual plan current when the model is initiated.
 - 4. The demand scenarios for the model will include the average daily demand, projections of the maximum daily demand (i.e. the demand on the maximum seasonal demand day), and the peak hourly demand (i.e. the most water that would be consumed over a short period of time) from the 2014 modeling, plus the recent homes constructed on the west side of Summit Road (Maplewood, Summit Crossing, and Eastwood).
- ii. Scenario Development: Upon development of the hydraulic model, base scenarios will be developed therein to evaluate the performance under a variety of demand conditions. The demand conditions that will be evaluated are as follows:
 - 1. Average Daily Flow conditions
 - 2. Maximum Daily Flow
 - 3. Fire Hydrant Flow with Maximum Daily Flow
- iii. Reporting and Stakeholder Coordination: Upon completion of the modeling analysis, a memo format report will be developed and provided to the client. The memo will identify the anticipated available fire flows and service pressures of the proposed water infrastructure. The conceptual proposed water infrastructure will be shown schematically within the report. The report will recommend the initial operational settings for the PRV.

6. Stormwater Design

Stormwater design will be prepared based upon the Reynoldsburg Stormwater Design Manual, Licking County requirements, and ODOT standards where applicable. This will include the following tasks:

- a. Confirm outfall locations/alternatives analysis;
- b. Prepare tributary maps;
- c. Prepare inlet spacing calculations;
- d. Storm sewer calculations;
- e. Prepare stormwater management and water quality calculations and exhibits to inform design of post-construction stormwater best management practices (BMPs);
- f. Present calculations in report or memorandum format for Client and review agency.

7. Construction Plans

EMH&T will prepare construction plans including the following components:

- a. Title Sheet;
- b. Schematic Plan and Survey Control;
- c. Typical Sections and Details;
- d. General Notes;
- e. General Summary of Quantities;
- f. Maintenance of Traffic Plan;
- g. Sedimentation and Erosion Control Plan;
- h. Plan and Profile;
- i. Cross Sections;
- j. Intersection & Curb Ramp Details (3 intersections);
- k. Drive Details (18 drives, plan view only);
- l. Storm Sewer Profiles;
- m. Post Construction BMP Plans and Details;
- n. Water Main Plan (Reynoldsburg main);
- o. Traffic Control Signage & Striping Plan;
- p. Traffic Signal Plans; *
- q. Street Lighting Plan; *
- r. Street Tree Plan;
- s. Right-of-Way Property Map;
- t. It is assumed that the plans will be reviewed three times (60%, 100%, and Final) and will be submitted electronically for review;
- u. Dispositions of comments will be prepared following each review;
- v. Prepare an MR-509 permit for work in ODOT right-of-way.

* Includes subconsultant fees for electrical engineer review of grounding and bonding.

8. Legal Descriptions & Exhibits

Legal descriptions and exhibits will be prepared for warranty deeds and easements for utilities, drainage, and/or temporary construction. For the purposes of this proposal, we have assumed a total 65 descriptions with accompanying boundary exhibits (estimated 25 WD and 40 easements from 28 total tax parcels).

9. Opinion of Construction Cost

A detailed Opinion of Construction Cost will be submitted for review with 60% plans and will be updated with each subsequent review submission. The cost opinion will include a complete breakdown of quantities, contingency, and inflation. Construction costs will be based on estimated quantities and unit prices from historical bid data.

10. Stormwater Pollution Prevention Plan (SWPPP) & Manual

EMH&T will prepare a SWPPP manual for use by the City and its contractor during construction. The manual will be submitted to the Ohio EPA along with a Notice of Intent (NOI) for coverage under the state's General Permit for construction activities. EMH&T will pay the application fee and will be reimbursed by the City.

11. Coordination with Private Utilities

On behalf of the City, EMH&T will coordinate with private utility companies throughout the design phase of the project. We will ask private utility companies to verify that their facilities are shown completely and accurately on the plans and work with their designers to identify conflicts and plan for adjustments. Our services will include the following tasks:

- a. Submit plans to private utility companies and follow-up to confirm receipt (electronic submittal);
- b. Organize and attend utility coordination meetings (assume up to 12 virtual meetings);
- c. Assist utility companies in identifying conflicts and determining appropriate mitigation;
- d. Review relocation plans;
- e. Maintain a log of all correspondence with private utility companies.

12. Meetings, Coordination, and Project Management

We will advocate for the advancement of the project through the following services.

- a. Attend meetings as directed by the City, including but not limited to preparation, travel, attendance, and documentation of meeting notes. A budgetary fee is provided in the Compensation section below assuming a total of 6 meetings.
- b. Prepare exhibits for coordination/meetings.
- c. Prepare a Gantt chart project schedule upon authorization and periodically update the schedule throughout the life of the project.
- d. Provide general project coordination, quality control, and oversight throughout the design phase of the project.

13. Bidding Assistance

EMH&T will support the bidding process including the tasks listed below.

- a. Preparation of "Engineer's Estimate" (a professional opinion of the fair market value of construction);
- b. Prepare bid form;
- c. Print plans and Bid Documents and deliver electronically to bidding agency for distribution to prospective bidders. Paper prints for distribution are not included;
- d. Provide City with responses to plan-related pre-bid questions;
- e. Prepare one plan addendum for issuance by City;
- f. Prepare one conformed plan set;
- g. Assist in evaluation of bids.

14. SWLWSD Water Main Relocation Plan (If Authorized)

If authorized by the City, EMH&T will prepare plans for relocating the existing 12-inch water main located on the west side of Summit Road, which is owned/operated by Southwest Licking Water & Sewer District. Notes, details, alignment, and profile drawings will be incorporated into the Construction Plans described in Task 7 above.

15. Construction Phase Services (If Authorized)

EMH&T will provide engineering services to support the project's 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. Tasks are expected to include a sampling of the following:

- a. Review shop drawings and material submittals as requested by the City / Contractor. Provide review comments with recommendations;
- b. Review design-related requests for information (RFI) from the Contractor as requested by the City and prepare responses;
- c. Conduct periodic site observation services as needed to respond to Contractor requests for clarification and perform submittals reviews;
- d. Attend preconstruction and other construction phaser meetings as requested by the City;
- e. 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;
- f. On-going right-of-way acquisition support such as staking right-of-way or preparing additional legal descriptions on properties already surveyed;
- g. Permanent monumentation (pin sets) for warranty deed right-of-way transfers;
- h. Prepare record drawings using red-line mark-ups provided by the City's CA/CI consultant.

C. COMPENSATION

EMH&T proposes to provide our professional services on a time and materials basis as described in the above Scope of Services for the following fees.

Scope Item #	Description	Price
1.	Survey & Basemapping	\$48,000
2.	Subsurface Geotechnical Investigations	\$20,000
3.	Preliminary Environmental Investigations	\$8,000
4.	Geometrics Design & Grading	\$44,000
5.	Water Distribution System Modeling	\$6,000
6.	Stormwater Design	\$33,000
7.	Construction Plans	\$299,000
8.	Legal Descriptions & Exhibits	\$46,000
9.	Opinion of Construction Cost	\$7,000
10.	SWPPP Manual	\$6,000
11.	Coordination with Private Utilities	\$20,000
12.	Meetings, Coordination, and Project Management	\$19,000
13.	Bidding Assistance	\$6,000
	Base Services Total (Items 1 through 13) =	\$562,000
14.	<i>SWLWSD Water Main Relocation Plan – If Authorized</i>	\$32,000
15.	<i>Construction Phase Services – If Authorized</i>	\$57,000
	Base Services + If Authorized Services Total (Items 1 through 15) =	\$651,000

The fees listed above includes labor, direct costs, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt. Invoices will be prepared in a time-and-materials format based upon the progress of work and accrued fees. Labor rates will be in accordance with our current Master Services Agreement with the City.

D. SCHEDULE

EMH&T will begin work upon notice to proceed. Upon authorization, we will prepare a project Gantt chart schedule and review with the City.

E. CLARIFICATIONS AND EXCLUSIONS

The scope of work identified in this document is based on EMH&T's knowledge of the project requirements at the time when the document was prepared, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by revisions to written procedures included in manuals or decisions made by the City, or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the Client in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue.

The following services are specifically excluded from our proposal:

1. Traffic data collection, analysis, studies, or signal warrants;
2. Easement or title research;
3. ODOT-style right-of-way plans;
4. Funding applications;
5. Design of sanitary sewers;
6. Design of drainage improvements outside the limits of the roadway improvements;
7. Environmental services not outlined above including but not limited to Nationwide Permit applications, endangered species surveys, Phase 1 Cultural Resources Management Investigations, fees associated with stream and wetland mitigation, Individual 401/404 permitting, and Isolated Wetland permitting;
8. Landscape-specific consultation with property owners;
9. Irrigation and landscape lighting design. If irrigation or landscape lighting is encountered, we will provide notes for a contractor-delegated design to replicate the function of the existing system within the proposed landscape area;
10. Color renderings and/or 3D visualizations;
11. Separate tree clearing plans;
12. Subsurface utility investigations or "test holes" (assumes that private utilities will perform their own locates);
13. Cross sections and drainage plans for temporary pavement related to traffic maintenance;
14. Design of new or relocated private utility facilities;
15. Plats or legal descriptions for annexations;
16. Comprehensive update of the Reynoldsburg system model for present or future conditions;
17. Land use planning;
18. Evaluation or design of well systems or water storage systems;
19. Negotiation with public water services providers;
20. Hydrant flow testing by EMH&T personnel;
21. Determination of the demand for domestic and fire protection water use within individual buildings.

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the City.

We look forward to working with you in the successful advancement of this project. If you approve of our proposal, please authorize with your signature below. If you have any questions or require additional information, please do not hesitate to contact me at 614-775-4616 or mbrehm@emht.com.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Michael R. Brehm, PE
Director, Transportation Partnerships

Enclosures: 1 (Project Exhibit)

Copies: Ryan Andrews, PE (EMH&T)
Mitchell Yake, PE (EMH&T)
Matthew Scheer, MS, PE (EMH&T)

Acceptance and Authorization to Proceed

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name / Date

Title

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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with the Steelworkers Union for the Period Beginning January 1, 2025 through December 31, 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

Three read emergency.

REASON FOR EMERGENCY:

For the financial needs of the City to quickly implement the Steelworkers Union contract.

STAFF REPORT:

Negotiated Steelworkers Union contract.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STEELWORKERS UNION FOR THE PERIOD BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2027 AND DECLARING AN EMERGENCY

WHEREAS, the City has successfully completed negotiations with the Steelworkers Union representing employees within the Street, Building Maintenance, Parks & Recreation, Water, Wastewater, Stormwater, and Fleet Mechanic Departments; and

WHEREAS, the proposed agreement, ratified by the bargaining unit employees, would be effective for the period from January 1, 2025 through December 31, 2027.

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

Section 1. The Mayor is hereby authorized to execute the agreement between the City of Reynoldsburg and the Steelworkers Union.

Section 2. That the Auditor's Office is hereby authorized and directed to issue retroactive payment and adjustments back to January 1, 2025.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and action by Council is necessary within thirty days of the new contract being submitted; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature of the Mayor.

Agreement Between

The City of Reynoldsburg

And

The United Steelworkers

Effective January 1st, 2025 — December 31st,

2027

TABLE OF CONTENTS

ARTICLE 1 AGREEMENT

Section 1.1. Agreement. This Agreement is made between the City of Reynoldsburg, hereinafter referred to as "the City", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, hereinafter referred to as "USW" or "the Union."

Section 1.2. Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union.

Section 1.3. Legal References and Severability. Nothing contained in this Agreement shall alter the authority conferred by the Charter of the City, ordinances and resolutions of the City Council, City Civil Service Commission's Rules and Regulations, applicable State and Federal laws, and the Constitution of the State of Ohio and the United States of America upon any City official or to in any abridge or reduce such authority. Should any part of the Agreement be held invalid by operation of law or by any court of competent jurisdiction or should compliance with or enforcement of any part of this Agreement be restrained by any such court, pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions herein or the application of such portions to persons or circumstances other than those to whom or to which it had held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, or if the parties mutually agree that any provision(s) are invalid by operation of law, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 2 RECOGNITION

Section 2.1. The Employer agrees that it recognizes the Union as the exclusive representative for negotiating wages, hours of work, and other terms and conditions of employment for employees in only the following classifications as certified by the State Employment Relations Board in case no. 2024-REP-02-0014.

Included: All full-time and regular part-time employees in the Parks and Recreation Department, Building Maintenance, Street Department, Storm Water Department, Service Department and Wastewater Department in the following classifications:

Parks Ground Maintenance

Field and Landscape Operator

Custodian

Maintenance Specialist/Equipment Operator

Fleet Maintenance Technician

Streetscape Maintenance Equipment Operator

Excluded: All other positions, including, but not limited to, office and clerical employees, supervisors, managerial employees, confidential employees, professional employees, temporary employees and seasonal employees.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

Section 3.2. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operation of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

Section 3.3. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire and transfer employees; 2) discharge, suspend or discipline employees for just cause; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the type of equipment used and the sequence of work processes; 8) determine the making of technological alterations by revising either process or equipment, or both 9) determine work standards and the quality and quantity of work to be produced; 10) select and locate buildings and other facilities.

Section 3.4. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of the Agreement are, and shall remain exclusively those of the Employer and not subject to the grievance procedure.

ARTICLE 4 DUES DEDUCTION

Section 4.1. Dues Check Off. A. The Employer agrees to deduct Union membership dues, initiation fees, and/or assessments in the amount specified by the Union from the pay of those employees who individually request in writing that such deductions be made. Upon receipt of the

proper authorization, the Employer will deduct dues from the next payroll check following receipt of the authorization card. Dues will be deducted from each payroll period, and the total amount of deductions will be remitted each month by the Employer to the International Secretary-Treasurer of the Union at the address which they authorize for that purpose. B. The parties agree that neither the employees or the Union will have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after such error is claimed to have occurred or was known to have occurred. If it is found that an error was made, it will be corrected in the following dues deduction. C. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the International Secretary-Treasurer of the Union, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Union.

Section 4.2. PAC Check Off. The Employer agrees to deduct voluntary contributions to the Steelworkers PAC fund from employees pay in an amount designated by that employee on the form provided by the Union for the purpose of such voluntary check off. The Employer will be given the signed authorization forms prior to any such deductions being made. The total amount of deductions will be remitted monthly to the International Union at the address authorized for that purpose.

Section 4.3. Indemnification. It is specifically agreed by the parties that the City assumes no obligation, financial or otherwise, arising out of this Article and the Union agrees that it will indemnify and hold harmless the City from any claims, actions, charges or proceedings arising out of the City's compliance with this Article. Once the funds from dues deduction are remitted to the Union by the City, the disposition of those funds shall be the sole and exclusive responsibility of the Union.

ARTICLE 5

NO STRIKE, NO LOCKOUT

Section 5.1. The City agrees not to cause, permit or engage in any lockout of its employees during the term of the Agreement.

Section 5.2. The Union agrees that neither it, its agents, employees, any of its members or any employees covered by the Agreement, individually or collectively during the term of this Agreement shall for any reason engage in picketing, a sit down, a boycott, a stand in, a slowdown, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Departments' or City's business, including but not limited to, a sympathy strike, slow down or other interference or interruption with the City's or Departments' business or operations.

Section 5.3. The City and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this

Agreement. It is the desire of the Union and City to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article.

Section 5.4. In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the City has the exclusive right to discipline (up to and including discharge) any employee who engages or participates in the activities described above in Section 2 of this Article, or induces, encourages, intimidates or threatens another employee or other employees to engage in or participate in such activities.

Section 5.5. The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of this Article, and should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1. Process.

- A. A grievance is defined as an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. The grievance procedure shall be the exclusive method of resolving grievances.
- B. Grievances may be processed by the Union on the behalf of the group of employees. If a group grievance is filed, the affected employees shall be listed in the grievance.
- C. The word “day” as used in this article means working days and excludes Saturdays, Sundays, and Holidays.
- D. Grievances shall be presented on forms mutually agreed upon by the Employer and the Union. Grievances shall contain the following:
 - 1. Aggrieved employee's name and signature;
 - 2. Date grievance was first discussed;
 - 3. Name of supervisor with whom grievance was discussed;
 - 4. Date grievance was filed in writing;
 - 5. Date and time grievance occurred;

6. Description of incident giving rise to the grievance;
7. Articles and Sections of the Agreement violated; and
8. Desired remedy to resolve the grievance.

E. It is the goal of the Employer and the Union to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.

Grievance Steps

Certain issues which by their nature cannot be settled at a preliminary step of the grievance procedure shall be filed at the appropriate level.

Step One (1) – Department Head

The grievant and/or the Union shall raise the grievance with the grievant's Department Head. Grievances must be presented within ten (10) days of the occurrence giving rise to the grievance or within ten (10) days of when the employee knew or should have known of the facts giving rise to the grievance. In no case will a grievance be considered that is submitted thirty (30) days after the date of occurrence. The immediate supervisor shall respond in writing within five (5) days of the presentation of the grievance.

Step Two (2) – Mayor

If the grievance is not settled at Step 1, the grievance shall be presented to the Mayor within five (5) days of the Step 1 answer. The Mayor or his designee, upon receipt of the grievance, shall schedule a meeting with the Union and the grievant, to be held within seven (7) days to discuss the grievance. The Mayor shall issue a written response within seven (7) days after the meeting is held and provide a copy of the response to the Union and the grievant.

Step Three (3) – Arbitration

If the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration within 14 days of its receipt of the Step 2 answer or the date the response was due. The parties shall attempt to mutually agree upon an arbitrator. If the parties cannot agree to the arbitrator, then they shall secure a list of 10 arbitrators from the American Arbitration Association and use the alternate strike method to determine the arbitrator.

Section 6.2. Procedures in Arbitration.

- A. The Arbitrator's decisions shall strictly be limited to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify, add to,

subtract from, alter, or amend the terms of this Agreement. The Arbitrator shall be expressly confined to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, except as modified by the provisions of this Agreement. The Arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The Arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to the Arbitrator, such dispute may be withdrawn by either party.
- D. The decision of the Arbitrator in all matters shall be final and binding. The Arbitrator shall be requested to issue the Arbitrator's decision within thirty (30) days after the conclusion of testimony and argument.
- E. The costs of the services of the Arbitrator shall be borne by the losing party. The costs of any proofs produced at the direction of the Arbitrator, and the hearing room, if any, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

ARTICLE 7

PROBATIONARY PERIOD

Section 7.1. Probationary Period. All newly hired employees will serve a twelve (12) month probationary period. The Employer will not modify the duration of a probationary period without the agreement of the Union.

Section 7.2. Promotional Probationary Periods. Employees who are promoted to a bargaining unit position will serve a six (6) month probationary period. Any employee who fails to perform the job requirements of the new position shall be placed in the position the employee previously held. An employee serving a probationary period in accordance with this section may request to voluntarily return to his/her former position during the six month probationary period.

Section 7.3. Probationary Removals or Reductions. The Employer shall have the discretion to discipline or discharge newly hired probationary employees or to reduce employees during their promotional probationary period and any such action shall not be appealable through the grievance procedure or to the Reynoldsburg Civil Service Commission.

Section 7.4. Extensions of Probationary Period. An employee's probationary period may be extended upon mutual agreement of the employee, the Union and the Employer.

ARTICLE 8

DISCIPLINARY PROCEDURES AND PERSONNEL RECORDS

Section 8.1. Employees may be disciplined for just cause. In the event that a non-probationary employee is to be given disciplinary action for behavior or conduct that warrants time-off, suspension or removal, a pre-disciplinary conference between the employee and the Employer shall be arranged. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the discipline and the pre-disciplinary conference. The employee may have a Union representative present at the pre-disciplinary conference. The employee shall be responsible for notifying the Union. When the nature of the offense is such that immediate action is required, the Employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending the decision of the pre-disciplinary conference. Additionally, the Employer may have additional personnel present at the pre-disciplinary conference.

Section 8.2. Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

Section 8.3. After the pre-disciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons, and the effective date of such disciplinary action. An employee may appeal, in writing, disciplinary action to the grievance and arbitration process, set forth in this Agreement. Discipline of verbal or written reprimands may be appealed only to Step 2 of the grievance procedure. All other discipline may be appealed directly to Step 2 of the grievance procedure.

Section 8.4. An employee shall have the right to inspect his/her personnel record provided ample notification is given.

Section 8.5. An employee will receive, upon written request, copies of all materials placed in his/her personnel record.

Section 8.6. It is agreed and understood that the Reynoldsburg Civil Service Commission shall have no jurisdiction concerning the discipline of bargaining unit employees.

ARTICLE 9 LAYOFF AND RECALL

Section 9.1. The Employer shall determine whether a layoff shall occur, the timing of the layoff, the number of employees to be laid off, and in what classifications layoffs will occur. A reduction in the number of hours scheduled in a work week for some or all employees shall not constitute a layoff. Employees may be laid off as a result of a lack of work, lack of funds, or a job abolishment. For purposes of this section, "job abolishment" shall mean the elimination of a bargaining unit position.

Section 9.2. The Employer shall notify the Union, and each affected employee to be laid off, at least fourteen (14) calendar days before the date of layoff. Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classification. For purposes of this Article, classification seniority shall mean the employee's uninterrupted length of continuous serve with the Employer calculated from the first date of hire in that classification.

Section 9.3. An employee who is laid off from his classification due to a reduction in the workforce may exercise his seniority to bump an employee with less seniority in another classification held by the employee in the twenty-four (24) months prior to the notice of layoff, provided the employee can perform the functions of the position. An employee may only bump once during a layoff. An employee laid off from his classification may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made in writing at the time the layoff occurs and shall be final. Employees who wish to pursue their bumping rights shall give written notice of intent to exercise those rights to the City within five (5) working days after receipt of the layoff notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights and result in layoff.

Section 9.4. An employee laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall in either the classification the employee held at the time of layoff, or the classification the employee previously held within the year, the employees who are still on the recall list shall be recalled in reverse order of their layoff. Employees must meet the minimum qualifications of the available position to be eligible for recall. Employees shall have fourteen (14) days to return from recall unless different arrangements are made.

ARTICLE 10 WORK RULES

Section 10.1. All existing and future work rules shall be reasonable and consistent with the collective bargaining agreement. City work rules that are reduced to writing will be distributed to all affected employees.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

Section 11.1. There shall be an equal number of Union and Employer representatives who serve on this committee. This committee shall meet at least four (4) times per year. The purpose of this committee is to resolve issues in conflict and promote a climate of constructive Employee-Employer relations.

Labor relations shall be held semi-annually or upon request of either party. Such meetings shall be held at mutually agreeable dates and times. At least five days prior to the meeting, the parties shall exchange proposed agenda items for the meeting.

Snow removal will be a standing topic of discussion at the Labor Management Committee.

ARTICLE 12 JOB POSTING AND BIDDING

Section 12.1. This article shall be used to fill positions involving promotions within the bargaining unit. Whenever a vacancy occurs in a bargaining unit position that could constitute a promotion and the City intends to fill the position, a notice of the vacancy shall be posted for five working days. The posting shall include the rate of pay, job duties, minimum requirements, hours of work and procedures to apply. Nothing in this section is meant to preclude the City from hiring from outside the bargaining unit once the City has first considered bargaining unit members who have applied for the position.

Section 12.2. The City shall fill the vacancy with the most qualified applicant based on the job duties. If two or more applicants are equally qualified, then the City shall promote the most senior applicant.

Section 12.3. An employee who is promoted pursuant to this article must serve a probationary period in accordance with Article 7. (Would like to discuss this section to get understanding on necessity).

ARTICLE 13 SENIORITY

Section 13.1. Seniority is defined as the length of continuous service with the City of Reynoldsburg based on the most recent hire date with the City. Seniority shall be broken under the following circumstances:

- A. The employee resigns or is separated and is not reinstated within thirty (30) days of his resignation;
- B. The employee is terminated in accordance with the provisions of this agreement;
- C. The employee is recalled from a layoff and fails to report for work within fourteen (14) days unless alternate arrangements are made;
- D. The employee is laid off and is not recalled within the recall period;
- E. The employee fails to return from an approved leave of absence;
- F. The employee is absent without approved leave for three (3) consecutive days.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1. Forty hours shall be the standard workweek for all full-time employees. Bargaining unit employees shall be entitled to one and one-half times (1 ½) their regular hourly rate for all hours in **active pay status** in excess of forty hours in a work week.

Bargaining unit employees shall not work overtime without approval from the supervisor except in emergency situations.

Section 14.2. When an employee is called back to work by his supervisor for hours not abutting his or her regular shift hours, he or she shall be guaranteed a minimum of three (3) hours pay. If the employee is called in and works more than three (3) hours he or she shall be paid for all hours worked.

Section 14.3. Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the City.

Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1 ½) hour for each overtime hour worked. Employees eligible for overtime pay may accumulate a maximum of 100 hours of compensatory time in a calendar year. Thereafter, employees shall be paid for all approved overtime hours.

Compensatory time not used in the calendar year it is earned shall be carried over to the subsequent calendar year and shall apply to the 100 hours cap.

Section 14.4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid

overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

Section 15.5. Vacation restrictions for Snow Removal availability will be relaxed during restricted period when weather is forecasted to be favorable.

ARTICLE 15 VACATION

Section 15.1. Bargaining unit employees shall earn vacation leave in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
0-5 years	3.08 hours
6-10 years	4.62 hours
11-15 years	6.16 hours
15 plus years	7.70 hours

Section 15.2. Employees may use vacation leave only with prior approval of the Appointing Authority or appropriate designee. An employee may accumulate vacation leave up to a maximum of 240 hours. When this balance of 240 hours is reached, no further vacation accruals will be earned.

Section 15.3. Upon separation from the City with at least one year of service, employees are entitled to compensation for their earned vacation leave at their current rate of pay. In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse or the estate of the deceased if there is no surviving spouse.

Section 15.4. For purposes of this Article, time spent on an unpaid leave of absence shall not count as service for purposes of computing years of service. Time spent on an approved unpaid leave of absence shall not constitute a break in service.

Section 15.5. An employee shall be credited for service time with the State of Ohio or any other political subdivision of the State in accordance with O.R.C.9.44 when calculating the employee's entitlement to accrued vacation (aka calculated service date) following the effective date of this Agreement. An Employee who has retired in accordance with the provision of a retirement plan offered by the State shall not have his/her prior service counted for purposes of computing vacation leave. No transfer of accrued but unused vacation leaves previously accumulated by the

Employee in the employment of another employer shall be accepted by the City to the credit of the Employee.

ARTICLE 16

HOLIDAYS

Section 16.1. The following days shall be considered legal holidays for which full-time, non-union employees shall receive their regular compensation:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Juneteenth (June 19)
6. Independence Day (July 4)
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (fourth Thursday in November)
10. Day after Thanksgiving
11. Day before Christmas Day
12. Christmas Day (December 25)
13. Day before New Year's Day
14. Personal day

Section 16.2. If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

Section 16.3. If an employee is on unpaid leave, the employee is not entitled to holiday pay.

Section 16.4. All full-time employees are entitled to eight (8) hours of pay at their current rate of pay, or ten (10) hours of pay if assigned to a ten (10) hour shift.

Section 16.5. Employees shall not be required to work on holidays unless failure to work would impair City service.

- A. Any employee required to work on a holiday listed in this section shall be paid at double (2) their hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the employee is regularly assigned to a ten (10) hour shift.

- B. If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.

ARTICLE 17

SICK LEAVE

Section 17.1. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee who transfers from one public agency to another shall be credited with their balance of unused sick leave upon the showing of proof of sick leave from the employee's prior agency. Sick leave shall be at the employee's current rate of pay.

Sick leave may be used by employees and upon approval of the City for absences due to the following:

- A. Illness, injury, or pregnancy-related medical condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The City may grant additional time off on a case-by-case basis.
- E. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

- F. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as the following individuals that either live in your home or you are the primary person responsible for their care: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The City may grant additional time off on a case-by-case basis not to exceed three (3) days.

Section 17.2. When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify his supervisor. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action. The City reserves the right to investigate any employee request for sick leave.

Section 17.3. The City may require the employee to furnish a satisfactory signed statement to justify the use of sick leave. Proof of illness, such as a doctor's excuse, may be required when the City believes absence to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to the Human Resources Director before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner and must verify that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to the Human Resources Director explaining the nature of the illness.

Section 17.4. Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The City reserves the right to investigate allegations of sick leave abuse. The City reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave, he/she must be at home during his/her scheduled work hours or obtaining treatment or medication.

Section 17.5. Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the City. An employee who becomes sick while on vacation may apply to use sick leave time instead of vacation days for the illness.

Section 17.6. An employee with at least ten (10) years of service to the City, upon actual retirement or resignation from the City, with at least two (2) weeks prior notice to the City or upon death, shall be paid for his or her accumulated but unused sick leave as follows:

- A. Employees who have completed at least ten (10) years of service to the City shall be entitled to 25% of their accumulated but unused sick leave, not to exceed 320 hours.
- B. Employees who have completed at least 15 years of service to the City shall be entitled to 30% of their accumulated but unused sick leave, not to exceed 540 hours.
- C. Employees who have completed at least 20 or more years of service to the City shall be entitled to 40% of their accumulated but unused sick leave, not to exceed 760 hours.
- D. Employees who have completed at least 25 years of service to the City shall be entitled to 50% of their accumulated but unused sick leave, not to exceed 880 hours.

Employees hired after January 1, 1998, shall not have sick leave earned with another entity other than the City counted for purposes of sick leave conversion. Moreover, sick leave used by an employee of the City will be charged first against any sick leave earned as an employee of City, so that an employee may not first use up sick leave brought from another entity in order to save up the sick leave earned with City for cash-in.

In the case of an employee's death, the employee's spouse, or, secondarily, his or her estate, shall receive this payment.

If an employee is killed in the line of duty, the employee's spouse, or, secondarily, his or her estate, will be paid an amount equal to 100% of the deceased employee's accumulated but unused sick leave.

All payments under this section shall be based on the employee's rate of pay at the time of retirement or death, or other separation, and the documented hours of unused sick leave reflected in the records maintained by the City.

Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

ARTICLE 18

OTHER LEAVES OF ABSENCE

Section 18.1. Employees are entitled to military leave in accordance with applicable law.

Section 18.2. Each full-time and permanent part-time employee shall be excused for any regularly scheduled workdays when called to and reporting for municipal, county, state or federal jury duty, or subpoenaed as a witness by any of the foregoing courts or Mayor's Court (outside the scope of his/her employment and not in connection with the employee's personal matters, such as divorce, appearing with a juvenile, suit filed by or against the employee, etc.).

Employees so excused shall be paid their regular salaries for the time so served, without deduction for any amount received from governmental authorities.

If jury or witness service is for a period of time less than the employee's regularly scheduled workday, excused time will apply only to that portion of the day required for such service including reasonable time for travel and changing clothes.

Employees must report to their supervisor, as soon as possible, the required service date(s) and expected time required.

Section 18.3. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave. Such leave shall be at the total discretion of the City. No leave of absence shall be granted for the purpose of working another job.

The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request For Leave Form. Employees who are on an unpaid personal leave of absence which exceeds sixty (60) calendar days shall be required, in order to retain insurance benefits, to pay the entire premiums for all insurance during the term of such leave.

Section 18.4. Time off with pay shall be allowed for City employees participating in any City of Reynoldsburg Civil Service Test, or an examination required by the City for employment purposes before a state, county, or federal licensing board, providing that such test or examination is scheduled and taken during the employee's regularly scheduled workday. Employees shall notify their immediate supervisor as soon as they become aware they need time off to participate in a civil service test.

An employee on leave of absence without pay does not earn sick leave or vacation credit.

Section 18.5. Up to three employees selected by the Union to serve on the bargaining committee are each entitled to sixteen (16) hours of unpaid leave in order to prepare for negotiations. Such leave may be taken within three (3) months of the expiration of this agreement and is subject to approval of the employee's supervisor.

Section 18.6. Annual Union Time. The Union is entitled to a total of forty (40) hours of unpaid leave per year for attendance at training seminars and conferences. Any employee requesting to

use such Union business time shall request the permission of their supervisor and permission will not be unreasonably withheld.

Such activities shall not interfere with the performance of duties by other employees. The request to use Union business time must be made to the Supervisor prior to its use and the amount of time used documented. The Union shall maintain records regarding the use of annual Union business time and be able to submit confirmation that sufficient time is available for the request.

Time spent on an unpaid leave of absence shall not count towards seniority.

ARTICLE 19 WAGES

Section 19.1. Effective January 1, 2025, bargaining unit employees shall be placed on the following wage scale based on their years of service with the City.

Employees shall proceed to subsequent steps on the pay scale based on their years of service with the City.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Entry	Year 2	Year 4	Year 6	Year 8	Year 10
5	\$23.22	\$24.15	\$25.09	\$25.99	\$26.89	\$28.80
10	\$27.15	\$28.14	\$29.12	\$30.13	\$31.14	\$34.15
11	\$27.69	\$28.69	\$29.69	\$30.73	\$31.77	\$34.82

Custodian- Pay Range 5

Parks Ground Maintenance- Pay Range 10

Field & Landscape Operator- Pay Range 10

Maintenance Specialist/Equipment Operator- Pay Range 10

Fleet Maintenance Technician- Pay Range 10

Streetscape Maintenance Equipment Operator- Pay Range 10

Building Maintenance Worker- Pay Range 11

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The Employer has the authority to start a new employee at an advanced step based on relevant experience not to exceed step 3.

Section 19.2.

Effective January 1, 2026, bargaining unit employees shall be given a 3% increase and placed on the following wage scale based on their years of service with the City.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Entry	Year 2	Year 4	Year 6	Year 8	Year 10
5	\$23.92	\$24.87	\$25.84	\$26.77	\$27.70	\$29.66
10	\$27.96	\$28.98	\$29.99	\$31.03	\$32.07	\$35.17
11	\$28.52	\$28.55	\$30.58	\$31.65	\$32.72	\$35.86

Effective January 1, 2027, bargaining unit employees shall be given a 3% increase and placed on the following wage scale based on their years of service with the City.

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Entry	Year 2	Year 4	Year 6	Year 8	Year 10
5	\$24.64	\$25.62	\$26.62	\$27.57	\$28.53	\$30.55
10	\$28.80	\$29.85	\$30.89	\$31.96	\$33.03	\$36.23
11	\$29.38	\$30.44	\$31.50	\$32.60	\$33.70	\$36.94

Section 19.3.

Bargaining unit employees shall be entitled to longevity pay as set forth below to be paid on their actual anniversary date with the City.

From (Anniversary)	To (Conclusion of)	Amount
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

Employees must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

Section 19.4.

Bargaining unit employees in the Water or Sewer Department who maintain, or receive a Class I or Class II Water/Sewer Distribution license from the Ohio EPA shall receive additional compensation for the highest Class held as follows:

Class I	.45/hr.
Class II	.60/hr.

Section 19.5.

Employees assigned to be on call shall be paid a lump sum of sixty-five dollars (\$65) per week in addition to pay when they are actually called in.

**ARTICLE 20
HEALTH INSURANCE**

Section 20.1. The medical, prescription, dental and vision coverage offered to bargaining unit employees shall be the same as the benefits offered to non-bargaining unit employees of the City. The City may modify health insurance coverage offered to bargaining unit employees. If the City is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the City shall meet with the Union to discuss all aspects of health insurance coverage, including the effect of any potential changes on bargaining unit members.

Section 20.2. Bargaining unit employees shall pay the same premium contribution as non-bargaining unit employees. The City shall provide the Union with advance notice of any change in premium contribution.

Section 20.3. As long as the City maintains a health savings account as a component of the health insurance plan, the City shall contribute the same amount to bargaining unit employees' HSA as it contributes to non-bargaining unit employees' HSA. All bargaining unit employees shall receive contributions to their HSA on the same basis as contributions are made by the City to non-bargaining unit employees.

Employees who "opt out" of Employer provided health insurance coverage shall receive the same annual opt out payment that is paid to non-bargaining unit employees of the City.

**ARTICLE 21
SAFETY COMMITTEE**

A Safety Committee consisting of members of management and the Local Union/ Unit officers will meet on a quarterly basis for purposes of reviewing the City's safety programs, policies and

training programs. The Safety Committee will be authorized to make recommendations for improvements in the safety programs, policies and training programs. Employees are encouraged to bring to the attention of management and/or to the attention of the Safety Committee any circumstances believed to be unsafe work practices or conditions and no employee may be retaliated against or subjected to any adverse consequence as a result of raising a good-faith concern about a safety matter.

ARTICLE 22 CONTRACTING OUT

Section 22.1. If the City intends to contract out work normally performed by bargaining unit employees, it shall notify the Union at least thirty (30) days in advance of the implementation of such action. Upon request, the City shall meet with the Union to discuss the affect of the decision on bargaining unit employees.

ARTICLE 23 DURATION

Section 23.1. The provisions of this Contract are effective January 1, 2025 except where otherwise indicated, and remain in full force and effect through December 31, 2027.

ARTICLE 14 INJURY LEAVE

Section 1. Injury leave shall be paid if authorized by the Appointing Authority or designee to any full-time employee, who suffers an incapacitating injury while on-the-job in service to the City. Such injury may include exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician.

Injury leave shall be paid at the employee's current rate of pay, and be limited to a total of not more than 1040 hours per occurrence. Injury leave compensation paid to an employee from other sources will be deducted from injury leave compensation paid by the City to the employee. Compensation from other sources includes, but is not limited to Workers' Compensation.

To qualify for injury leave, it must be established conclusively, that the injury was sustained in the line of duty, and did not result from misconduct on the part of the employee or self-infliction nor was proximately caused by the use of alcohol, a non-prescribed controlled substance, or a prescribed controlled substance that had not been approved by the City. It shall be the obligation of the employee to report said injury immediately to his/her supervisor and to receive necessary medical treatment.

The Employee shall present to the Appointing Authority or designee a certificate from the attending medical practitioner stating the nature of the injury and the prognosis and return to work status at the earliest time permitted by his/her attending physician. The Employer may require the employee to be examined by a physician of its own choosing in connection with injury leave. Such examination shall be paid for by the City.

Section 2. Upon expiration of injury leave, an employee may use sick leave as provided

ARTICLE 22 UNIFORMS

Section 1. The City agrees to provide the PPE required for bargaining unit Employees.

Section 2. Beginning January 1st, 2025, bargaining unit Employees shall receive an annual allowance of five hundred dollars (\$500) for the purpose of uniform items.

Section 2. Bargaining unit Employees shall receive a boot allowance of two hundred twenty-five dollars (\$225) per year.

ARTICLE 23 EDUCATIONAL ASSISTANCE PROGRAM

Section 1. Participation Bargaining unit 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 course work must be taken in accordance with a planned program of professional improvement approved by the City in advance.

Section 2. Allowances The allowances for assistance are as follows:

A. For approved courses earning college credit, a maximum of thirty-five hundred (\$3,500) of tuition expenses for each academic year may be requested by an employee and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member.

B. Fifty percent (50%) of the expense incurred for textbooks required for approved courses will be paid, except that for non-college-level courses, a Two Hundred Fifty Dollar (\$250.00) limit is not to be exceeded.

C. To qualify for assistance, an employee shall satisfactorily complete the course(s) by attaining a grade of C or better. Reimbursement shall be made upon submission of official transcripts, tuition statements and receipts for textbooks.

D. An employee who has received educational assistance must remain a member for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City 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. (City to review Educational Assistance Program)

SIGNATURE PAGE

Signed and dated this _____ day of _____, 2025.

FOR THE UNITED STEELWORKERS

FOR THE CITY OF REYNOLDSBURG

David McCall, International President

Joseph Begeny, Mayor

Myles Sullivan, International Secretary-Treasurer

Christopher Shook, City Attorney

Emil Ramirez, International Vice-President
(Administration)

Marc A. Fishel, Labor Counsel

Kevin Mapp, International Vice-President
(Human Affairs)

Donald E. Blatt, District 1 Director

Eric Sweeney, Staff Representative

Jeremy Knoblauch, Committee Member

Shawn Regan, Committee Member

Scott Shafer, Committee Member

MEMORANDUM OF UNDERSTANDING

The PPM and Chapter 160 shall apply to bargaining unit employees on issues not addressed in the collective bargaining agreement on the same basis as they apply to non-bargaining unit employees of the City.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

single read emergency.

REASON FOR EMERGENCY:

For the financial needs of the City to quickly implement the pay grades for the Parks & Grounds Maintenance, Field & Landscape Operator, Streetscape Maintenance Equipment Operator, and adding the Code Compliance Officer Supervisor position.

STAFF REPORT:

To implement the pay grades for the following positions Parks & Grounds Maintenance, Field & Landscape Operator, Streetscape Maintenance Equipment Operator, and adding the Code Compliance Officer Supervisor position.

An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classification and Pay Grade, Sections (e) Parks & Recreation, (f) Police, and g(2) Building Division, and Declaring an Emergency

WHEREAS, the Council of the City of Reynoldsburg, Ohio has determined that it is necessary to amend Chapter 160 Employee Compensation updates to Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Sections (e) Parks & Recreation, (f) Police, and (g)(2) Building Division.

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

SECTION 1. That the City of Reynoldsburg, Ohio amend Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section (e) Parks & Recreation, (f) Police, and (g)(2) Building Division.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Creating a Designated Outdoor Refreshment Area (DORA) and Establishing Safety and Sanitation Plans

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**AN ORDINANCE CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA
(DORA) AND ESTABLISHING SAFETY AND SANITATION PLANS**

WHEREAS, Section 4301.82 of the Ohio Revised Code permits a municipality with a population of less than thirty-five thousand to create a Designated Outdoor Refreshment Area within its corporate limits; and

WHEREAS, on April 14, 2025, the Mayor of the City of Reynoldsburg filed an application with City Council for approval of a Designated Outdoor Refreshment Area in a specified area of the City (the "Application"), as described in the application; and

WHEREAS, pursuant to Section 4301.82(C) of the Ohio Revised Code, notice of the filing of the application for a Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City of Reynoldsburg once a week for two separate weeks; and

WHEREAS, this Council conducted a public hearing on May 12, 2025, to consider the Application; and

WHEREAS, this Council finds the Application is in compliance with Section 4301.82(B) of the Ohio Revised Code and that the Designated Outdoor Refreshment Area to be created would

be in compliance with Section 4301.82(D) of the Ohio Revised Code; and

WHEREAS, this Council finds the Designated Outdoor Refreshment Area will serve to enhance the experiences of patrons of City business establishments and the attendees of special events held within the City.

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

Section 1. The Application for the designation of certain property in the City as a Designated Outdoor Refreshment Area is hereby approved, and there is hereby created the Reynoldsburg DORA Downtown Outdoor Refreshment Area ("Reynoldsburg DORA").

Section 2. Council finds there is compliance with the public notice requirements of Section 4301.82 of the Ohio Revised Code prior to the passage of this Ordinance.

Section 3. In order to ensure public health and safety within the Reynoldsburg DORA, City Council establishes the following requirements:

1. The specific boundaries of the Reynoldsburg DORA, including street addresses, are shown on the attached Exhibit A and B.
2. There will be signs designating the boundary of the Reynoldsburg DORA, as set forth in the attached Exhibit C.
3. The hours of operation for the Reynoldsburg DORA will be from March 1 through November 1, annually, on Thursday through Friday, from 4:00 p.m. to 10:00 p.m. and on Saturday through Sunday from 12:00 p.m. to 10:00 p.m. Special hours for the Reynoldsburg DORA will be allowed as designated in advance by the Mayor for holidays and/or special events, with the consent of Council.
4. The Safety Plan has been established to ensure public safety in the Reynoldsburg DORA, which will be implemented by the Reynoldsburg Police Department and the Truro Township Fire Department, consistent with the attached Exhibit F. The Safety Plan can be implemented with existing staff.
5. The Sanitation Plan has been established to maintain the appearance and public health of the Reynoldsburg DORA, to be implemented through collaboration by the Reynoldsburg Departments of Public Service and Parks and Recreation, as set forth in the attached Exhibit E. The Sanitation Plan can be executed with existing staff.
6. For the purposes of the Reynoldsburg DORA, beer and intoxicating liquor shall be served solely in plastic bottles or other plastic containers that are distinctly marked.

Section 4. Five years from the effective date of the Ordinance, and every five years thereafter,

Council shall review the operation of the Reynoldsburg DORA herein established and shall either approve its continued operation or dissolve it.

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance to Amend Section 505.03 Animals Running At Large of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This proposed ordinance would establish stricter obligations and penalties for owners of animals and, specifically, dangerous dogs to control the animals and prevent harm to persons or other animals.

AN ORDINANCE TO AMEND SECTION 505.03 ANIMALS RUNNING AT LARGE OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, this Council recognizes that animal ownership imposes an important responsibility on the owner, not just for the animal itself, but also to the general public, and to invitees; and

WHEREAS, the City has, sadly, experienced a few incidents in which the owners of animals have neglected their responsibility to their animals and to the general public; and

WHEREAS, one such incident occurred on June 11, 2024, in which an 11-year-old child named Avery Russell was brutally attacked by two American Bully dogs, who were owned and used in a residential district for the purpose of breeding for monetary gain; and

WHEREAS, the animals involved in the attack on Ms. Russell was located on private property with a locked fenced yard, but the dogs were not under the reasonable control of some person, despite the fact these animals posed a greater risk of serious physical harm and death than the average companion animal; and

WHEREAS, this Council finds that the current laws and penalties associated with the failure to control a companion animal on public and private property, are insufficient to address the great responsibility owners should have to prevent the risk of harm to persons, other companion animals, and property; and

WHEREAS, the proposed amendments to Section 505.03 impose the appropriate responsibility on the owners of companion animals and, further, establish enhanced penalties commensurate with the seriousness of the offense and harm caused by a violation of said law.

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

Section 1. That Section 505.03 of the Codified Ordinances of the City of Reynoldsburg be amended as set forth in the attached Exhibit A.

Section 2. That this Act shall be known as “Avery’s Law.”

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to a Feasibility Study for an East Main Street Sidewalk Connection and Appropriating Funds

APPROVALS:

William Dorman
Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This proposal for professional services for a sidewalk alignment and feasibility study for the proposed connection on East Main Street between Waggoner Road and Taylor Road. The goal for this study is to identify alignment alternatives and analyze the challenges associated with each to select a prepared alignment. This study will evaluate constructability, right-of-way needs, environmental considerations, and preliminary costs associated with each alignment. Based on conversations had with the City we anticipate reviewing three (3) alternatives including a northern route, southern route, and a route with a combination of the two. This feasibility study can be used as a support document for future funding opportunities and serves as the basis for the final engineering phase.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T Pertaining to the City's Feasibility Study for East Main Street Sidewalk Connection and Appropriating Funds

WHEREAS, the City of Reynoldsburg is requesting to enter into a contract with EMH&T for professional design services for a sidewalk alignment and feasibility study for a proposed sidewalk connection on East Main Street between Waggoner Road and Taylor Road; and

WHEREAS, the City will utilize budgeted funds from the unappropriated General Engineering

Fund (230) totaling not to exceed \$34,000.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with EMH&T for professional design services for a sidewalk alignment and feasibility study for a proposed sidewalk connection on East Main Street between Waggoner Road and Taylor Road for \$34,000 pertaining to the following work outlined in Exhibit A.

SECTION 2. That an amount not to exceed \$34,000 be appropriated from the unappropriated Capital Improvement Fund (410) to account number 110.448.5331 Engineering/Architecture.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance Authorizing the Mayor to Accept the Central Ohio Primary Care (COPC) Project and Associated Public Infrastructure Improvements

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Authorizing the Mayor to Accept the Central Ohio Primary Care (COPC) Project and Associated Public Infrastructure Improvements

WHEREAS, Central Ohio Primary Care (COPC) is located at 8050 East Main Street, and

WHEREAS, this property has been constructed per the approved Major Site, Plot, Grade, Utility (PGU) and Building Plans, and recorded with the Franklin County Auditor; and

WHEREAS, the as-built Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, all public infrastructure associated with said project has been constructed and inspected per the City's standards.

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 accept said project, which is now complete, and will be added to City of Reynoldsburg's record plans.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: April 28, 2025

RE: An Ordinance to Amend Chapter 751 Home Sales of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AMEND CHAPTER 751 HOME SALES OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Chapter 751 Home Sale to bring the Code closer in line with current policies and procedures.

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

SECTION 1. That the City of Reynoldsburg does hereby amend Chapter 751 Home Sales to read as follows:

Exhibit A attached hereto and incorporated herein.

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

CHAPTER 751

Home Sales

751.02 Definition.

751.03 Intent.

751.03 Prohibitions

751.04 Signs.

751.05 Application, fee, permit, display.~~Permit; application; fee; display.~~

751.06 Spring clean-up period.

751.07 Penalty.

CROSS REFERENCES

Petty theft - see GEN. OFF. 545.05

751.01 DEFINATION.

751.02 INTENT.

It is the intent of this chapter to regulate, restrict and control "home sales" conducted on a residence premises within a residential zoning districts. It is not the intent of this chapter to prevent corporations not for profit, churches, temples or recognized fraternities, sororities, clubs or lodges from conducting "home sales", provided such corporations are not for profit, churches, temples, recognized fraternities, sororities, clubs or lodges, and are conducting ing their sale on real estate owned and/or occupied by such organization.

It is further not the intent of the provisions of this chapter to prohibit sales conducted by nonconforming businesses located in residential zoning districts.
(Ord. 111-72. Passed 9-11-72.)

751.03 PROHIBITIONS. ~~;~~ SIGNS

(a) No person, firm or corporation shall conduct home sales within any residential zoning district without first obtaining a permit from the Public Service Department.

~~Director~~

(b) No person, firm or corporation who has obtained a permit shall violate the rules and regulations as provided within this chapter.

~~(c) No home sale shall be conducted by more than one resident without the consent of the Public Service Director.~~

- (d) No home sale shall be conducted by the same resident, or member of his/her family and/or on the same residential property more ~~than once every nine month~~ twice a year.
- (e) No home sale shall be conducted before 7:00 AM, or later than 6:00 PM, during ~~hours other than those hours prescribed by the Public Service Director,~~ and in no event shall a home sale last more than three consecutive days.
- (f) No home sale shall offer any merchandise for sale that has been purchased by the resident for purpose of re-sale at such home sale. Any new merchandise offered for sale shall be prima-facie evidence of merchandise purchased by the resident for re-sale at such home sale.
- (G) Prior to, and during the conduct of a home sale, no person shall place or display any such personal property within three (3) feet of the property line, ~~in front of the building setback line and no person shall place or permit any signs advertising, promoting or giving directions to such sale, at any location other than the property on which the sale is being conducted~~
- (H) Not more than ten articles of tangible personal property may be sold or offered for sale by the owner inside his/_or-her residence if no signs or advertising are placed or permitted to be placed outside the residence, without obtaining a permit.
- (Ord. 111-72. Passed 9-11-72.)

751.04 SIGNS.

- (a) A sign, not greater ~~in size~~ than three feet by three feet, may be installed on the property where the sale is being conducted.
- (b) No sign shall be placed on the public right of way, or on property other than where the sale is being conducted.
- (c) No lighted sign shall be used.
- (d) The sign shall be displayed only during the sale and shall be promptly removed after the sale.

751.05 APPLICATION; FEE; PERMIT; DISPLAY..

- (a) The Public Service Director shall provide applications for permits and permits for home sales. The application for a permit shall include the name of the applicant (~~who shall be a resident of the City~~), address, telephone number, ~~length of residence within the City~~, nature of merchandise to be offered for sale and, date of sale ~~and hours and duration of the sale~~.
- (b) The Public Service Director shall charge a fee of five one dollars (\$51.00) to the applicant.
- (c) Every permittee conducting a home sale shall keep posted in a prominent place, upon the licensed premises, the permit certificate and shall exhibit same upon request.
- (Ord. 116- 77. Passed 10-24-77.)

751.06 SPRING CLEAN-UP PERIOD.

An annual spring clean-up period will be held beginning the first Friday of June for a ten day period, during which time residents may have homegarage sales. The City will waive the homegarage sale permit requirement during the clean-up period, but all other requirements for homegarage sales, such as signs and hours, remain in full force and effect. HomeGarage sales during the spring clean-up period do not count against the restrictions on the number of garage sales in the Reynoldsburg Codified Ordinances. (Ord. 38-04. Passed 4-12-04.)

751.0799 PENALTY.

Whoever violates or fails to comply with any provision of this chapter is, for a first offense, guilty of a minor misdemeanor, and for a second offense is guilty of a misdemeanor of the fourth degree.