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## **AGENDA**

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# **Regular Council Meeting**

**7:00 PM December 12, 2022**

**Council Members:**

**Andy Teater  
Omar Tarazi  
Les Carrier  
Tina Cottone  
Peggy Hale  
Pete Marsh  
Cynthia Vermillion**

**President  
Vice President**

**Michelle Crandall, City Manager  
Diane (Dee) Werbrich, Clerk of Council**

**City Hall, Council Chambers • 3800 Municipal Way, Hilliard, OH 43026**

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Hilliard City Council established the following five broad Strategic Focus Areas to guide the vision of the City. Under each of these Focus Areas is one significant goal to be prioritized during 2021-2022.

### Strategic Focus Area #1 – Excellent, Innovative City Services

- Goal Statement – The City will ensure continued delivery of excellent and innovative services in the years ahead by developing a long-term financial plan focusing on fiscal resilience and sustainability.

### Strategic Focus Area #2 – Family-friendly, Engaged Community

- Goal Statement – The City will focus on transparency, public trust and resident involvement by developing and implementing a community engagement and communications plan.

### Strategic Focus Area #3 – Distinct, Well-Planned Community

- Goal Statement – The City is committed to implementing a strategy that includes public infrastructure maintenance and delivery of City services that support residents as they maintain properties in our older neighborhoods.

### Strategic Focus Area #4 – Quality Commercial Development

- Goal Statement – The City will create and implement an economic development plan focused on the attraction, retention, growth and creation of businesses and jobs that provide a strong tax base and quality development.

### Strategic Focus Area #5 – Valued Cultural and Recreational Amenities & Programs

- Goal Statement – The City will meet the community's needs for indoor recreational, health and wellness amenities and programming by engaging strategic partners to plan and build a new community center.



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**I. Invocation and Pledge of Allegiance**

Invocation - Pastor Glen Miles, First Community Church

The Pledge of Allegiance to the Flag of the United States of America – Troop 148

**II. Roll Call**

**III. Approval of Minutes**

- A. November 28, 2022, Special Executive Session
- B. November 28, 2022, Regular Meeting

**IV. Commission and Board Reports**

Board of Zoning Appeals	Peggy Hale
Destination Hilliard	Cynthia Vermillion
Environmental Sustainability Commission	Pete Marsh
MORPC	City Manager Crandall
Planning & Zoning Commission	Peggy Hale
Public Arts Commission	Omar Tarazi
Recreation and Parks Advisory Commission	Les Carrier/Andy Teater
Shade Tree Commission	Andy Teater
Aging in Place Committee	Tina Cottone
Other Boards/Commissions	President and Vice President

**V. Recognition and Special Guests**

- A. Proclamation – Cervical Health Awareness Month

**VI. Changes to the Agenda**

**VII. Consent Agenda**

- A. New Liquor Permit Request - 3939 Britton Parkway

**VIII. Public Comments (Items not on the Agenda)**

**Public Notice:** Any member of the public addressing Council on items not on this agenda are asked to sign the speaker's sign-in form. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

**IX. Business of the Council**

**A. Ordinances**

**Second Readings/Public Hearings**

**Public Notice:** Any member of the public addressing Council on the Public Hearing below are asked to sign the speaker's sign-in form so the Clerk will have accurate information about your name and address. Each speaker will contain their comments to **3 minutes** and shall conduct themselves in a professional manner.

22-42      ACCEPTING THE APPLICATION FOR ANNEXATION OF 20.8± ACRES LOCATED IN NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO, AND ASSIGNING A ZONING CLASSIFICATION TO THE PROPERTY OF R-R, RURAL RESIDENTIAL.

22-43      AMENDING CERTAIN SECTIONS OF PART FIVE - THE "GENERAL OFFENSES CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.



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- 22-44 AMENDING CERTAIN SECTIONS OF PART THREE - THE "TRAFFIC CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.
- 22-45 REPEALING AND REPLACING CHAPTERS 909 AND 913 AND ADOPTING CHAPTER 911 OF THE CITY'S CODIFIED ORDINANCES REGARDING MAINTENANCE AND CONSTRUCTION REQUIREMENTS RELATED TO SIDEWALKS, CURB RAMPS, SHARED-USE PATHS, DRIVEWAY APPROACHES, CURBS AND GUTTERS.
- 22-46 AMENDING EXHIBIT A OF CHAPTER 190 OF THE CITY'S CODIFIED ORDINANCES TO UPDATE THE COMPREHENSIVE FEE SCHEDULE.
- 22-47 AUTHORIZING THE CITY MANAGER TO ENTER INTO A 2023 CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT FOR PUBLIC HEALTH AND PLUMBING INSPECTION SERVICES.
- 22-48 AUTHORIZING THE RE-APPOINTMENT OF MICHELLE L. CRANDALL AS HILLIARD CITY MANAGER

### **First Readings - None**

#### **B. Resolutions**

- 22-R-99 AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC.
- 22-R-100 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC., TO EXPAND ITS OPERATIONS IN HILLIARD.
- 22-R-101 AUTHORIZING THE CITY MANAGER TO MODIFY AN EXISTING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH WOOLPERT, INC. TO PROVIDE DESIGN SERVICES FOR THE CENTER STREET MODIFICATIONS (CIP T-157) AND AUTHORIZING AN EXPENDITURE.
- 22-R-102 APPROVING THE RE-APPOINTMENT OF DENNIS P. KAREM AND THE APPOINTMENT OF \_\_\_\_\_ TO THE CITY'S SHADE TREE COMMISSION.

#### **X. President's Communication**

#### **XI. Staff Reports**

#### **XII. City Manager Updates**

#### **XIII. Items for Council Discussion**

##### **A. 2023 Council Meeting Dates**

#### **Adjournment**





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## CITY COUNCIL

### **November 28, 2022** **Special Executive Session Minutes**

#### **CALL TO ORDER**

The meeting was called to order by President Teater at 6:00 PM.

#### **ROLL CALL OF MEMBERS**

<b>Attendee Name:</b>	<b>Title:</b>	<b>Status:</b>
Andy Teater	President	Present
Omar Tarazi	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Cynthia Vermillion	Councilwoman	Present

**Staff Members Present:** City Manager Michelle Crandall, Law Director Phil Hartmann and Clerk of Council Diane Werbrich

Ms. Vermillion, seconded by Mr. Marsh, moved to recess to Executive Session for matters pertaining to the appointment and employment of public personnel (Charter Section 2.10(1)(a)).

**MOVER:** Cynthia Vermillion  
**SECONDER:** Pete Marsh  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

#### **EXECUTIVE SESSION**

Council recessed to Executive Session at 6:01 PM

Mr. Marsh, seconded by Ms. Vermillion, moved to end the Executive Session.

**MOVER:** Pete Marsh  
**SECONDER:** Cynthia Vermillion  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

President Teater reconvened the Special/Executive Session meeting at 7:12 PM.

#### **ITEMS FOR COUNCIL DISCUSSION - None**

#### **ADJOURNMENT – 7:13 PM**

\_\_\_\_\_  
 Andy Teater, President  
 City Council

\_\_\_\_\_  
 Diane Werbrich, MMC  
 Clerk of Council

Approved: \_\_\_\_\_

Minutes Acceptance: Minutes of Nov 28, 2022 6:00 PM (Approval of Minutes)



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## CITY COUNCIL

### **November 28, 2022** **Regular Meeting Minutes**

The meeting was called to order by President Teater at 7:17 PM

#### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation – Pastor Ben York, Guide Church

The Pledge of Allegiance to the Flag of the United States of America – Scout Troops 33 and 7608

#### **ROLL CALL**

<b>Attendee Name:</b>	<b>Title:</b>	<b>Status:</b>
Andy Teater	President	Present
Omar Tarazi	Vice President	Present
Les Carrier	Councilman	Present
Tina Cottone	Councilwoman	Present
Peggy Hale	Councilwoman	Present
Pete Marsh	Councilman	Present
Cynthia Vermillion	Councilwoman	Present

**Staff Members Present:** City Manager Michelle Crandall, Law Director Phil Hartmann, Assistant City Manager Dan Ralley, Deputy Finance Director Greg Tantari, Police Chief Mike Woods, City Engineer Clark Rausch, City Planner John Talentino, Transportation and Mobility Director Letty Schamp, Community Relations Director David Ball, City Prosecutor Dawn Steele, Staff Attorney Kelly Clodfelder and Clerk of Council Diane Werbrich

#### **APPROVAL OF MINUTES**

President Teater asked if there were any changes or corrections to the November 14, 2022, Special/Executive Session or Regular meeting minutes. Hearing none, the minutes were approved as submitted.

<b>STATUS:</b>	Accepted
<b>AYES:</b>	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

#### **COMMISSION AND BOARD REPORTS**

**Board of Zoning Appeals** - No report.

**Destination Hilliard** - No report.

**Environmental Sustainability Commission** - Mr. Marsh announced there will be a Styrofoam collection after Christmas.

**MORPC**- No report.

**Planning & Zoning**, - Ms. Hale announced the Commission will meet this week.

**Public Arts Commission** - No report

**Rec & Parks Advisory Commission** - No report.

**Shade Tree Commission** - No report.

**Aging in Place Committee** - Ms. Cottone reported the Committee continues to work on the resource guide.

**Other Boards/Commissions** - No report.



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### RECOGNITION AND SPECIAL GUESTS - None CHANGES TO THE AGENDA - None

### CONSENT AGENDA

Vice President Tarazi, seconded by Ms. Hale, moved to approve the Consent Agenda by Voice Vote.

#### **22-R-96 ACCEPTING THE DEDICATION OF RIGHT-OF-WAY AND EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES, CABLE TELEVISION, SERVICE CONNECTIONS AND STORM WATER DRAINAGE FOR SECTION 4 OF THE COURTYARDS AT CARR FARMS.**

**STATUS:** Adopted by Voice Vote (7-0)  
**MOVER:** Omar Tarazi  
**SECONDER:** Peggy Hale  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-R-96 passed and will take effect at the earliest time allowable by law.

### PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA) - None

### BUSINESS OF THE COUNCIL

#### A. Ordinances

#### SECOND READINGS/PUBLIC HEARINGS

No one in attendance spoke at the Public Hearings for Ordinances 22-39, 22-40 or 22-41.

#### **22-39 APPROVING AN AMENDMENT TO SECTION 161.36 OF THE CITY'S CODIFIED ORDINANCES REGARDING THE TUITION REIMBURSEMENT PROGRAM.**

**STATUS:** Adopted (7-0)  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-39 passed and will take effect at the earliest time allowable by law.

#### **22-40 AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND DEED FOR 3.4 ±ACRES ALONG ALTON DARBY CREEK ROAD AND COSGRAY ROAD.**

**STATUS:** Adopted (7-0)  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-40 passed and will take effect at the earliest time allowable by law.

#### **22-41 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF STOP LOSS INSURANCE.**

**STATUS:** Adopted (7-0)  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-41 passed and will take effect at the earliest time allowable by law

### FIRST READINGS

#### **22-42 ACCEPTING THE APPLICATION FOR ANNEXATION OF 20.8± ACRES LOCATED IN NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO, AND ASSIGNING A ZONING CLASSIFICATION TO THE PROPERTY OF R-R, RURAL RESIDENTIAL.**



Mr. Ralley stated this annexation petition is for 20.8 acres just north of the Amazon property on Leppert Road. He noted staff's recommended against this legislation. The attorney for the applicant is in attendance but has requested that their presentation be postponed until the December 12, 2022, meeting.

**STATUS:** First Reading

**SPONSOR:** Peggy Hale

**SECONDER:** Pete Marsh

President Teater announced the second reading/public hearing will be December 12, 2022.

**22-43 AMENDING CERTAIN SECTIONS OF PART FIVE - THE "GENERAL OFFENSES CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.**

Ms. Clodfelder explained that this is an annual piece of legislation, in which the City's codifier reviews the Ohio Revised Code (ORC) against the City's current General Offenses Code and then suggests amendments to be made due to potential changes in the ORC. She noted the main changes address the addition of electronic instant bingo as being regulated or in some cases not being regulated by the ORC. Ms. Clodfelder stated that other than a couple other clean ups, there were not too many changes.

Ms. Vermillion asked if there are any instances where a municipality can differ from the ORC. Ms. Clodfelder replied there are certain situations where a city can differ from the ORC due to home rule but with the Criminal Code, the State wants to ensure that certain offenses are enforceable throughout the state and not just within the municipalities. Ms. Clodfelder stated municipalities can make general changes and if the ORC is general, and a municipality wants to make something more specific or stringent, they can do that. Mr. Hartmann agreed and added municipalities can do minor amendments.

**STATUS:** First Reading

**SPONSOR:** Les Carrier

**SECONDER:** Cynthia Vermillion

President Teater announced the second reading/public hearing will be December 12, 2022.

**22-44 AMENDING CERTAIN SECTIONS OF PART THREE - THE "TRAFFIC CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.**

Ms. Clodfelder stated that similar to the previous ordinance, these are recommended by the codifier regarding changes in the ORC as reflected in the City's current Code. She noted most of the Traffic Code offenses are a cleanup to ensure references are accurate and there was a more recent decision regarding license plates versus temporary license plates and drivers licenses that the City's Code needed to align with.

**STATUS:** First Reading

**SPONSOR:** Pete Marsh

**SECONDER:** Cynthia Vermillion

President Teater announced the second reading/public hearing will be December 12, 2022.

**22-45 REPEALING AND REPLACING CHAPTERS 909 AND 913 AND ADOPTING CHAPTER 911 OF THE CITY'S CODIFIED ORDINANCES REGARDING MAINTENANCE AND CONSTRUCTION REQUIREMENTS RELATED TO SIDEWALKS, CURB RAMPS, SHARED-USE PATHS, DRIVEWAY APPROACHES, CURBS AND GUTTERS.**

(See Ms. Schamp's presentation – Attached)

Mr. Carrier asked if this updates the requirements for temporary construction and noted that there was a lot of digging with the fiber installation that wiped out a lot of trees on Davidson Road from the Heather Ridge subdivision to the railroad tracks to allow for the installation of electrical boxes. He then asked if this manages that situation so they would be required to replace those trees. Ms. Schamp replied this legislation does not but is addressed in the right-of-way ordinance because it pertains to utilities working in the right-of-way. She believes that there are changes regarding the right-of-way ordinance and permits



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coming before Council soon. Ms. Schamp explained that this legislation specifically addresses how to handle temporary construction entrances. Mr. Carrier asked if this requires them to clean up the mud. Ms. Schamp replied that clean up is already a requirement in the intersectional code. Mr. Carrier reported residents do not want to drive down Leppert or Cosgray Roads because of the mud on the road from the Amazon site and asked who is responsible for that cleanup. Ms. Schamp replied that the contractors would be responsible for the cleanup and not the City. Mr. Carrier then asked who manages that for the City. Ms. Schamp replied the City puts them on notice that they are required to clean the roadway. Mr. Carrier asked that they be put on notice to clean the roadway.

Ms. Schamp continued with her presentation and recapped the Sidewalk Maintenance and Repair Program.

Ms. Vermillion asked if an estimate will be provided to the property owner when they are first notified of their sidewalks. Ms. Schamp replied an estimate will be provided which is based on the City's prior year bid, then the property owner can determine if they can replace the sidewalk panels cheaper and want to do it themselves. Also included will be an outline of the process if a homeowner chooses to do that. Ms. Vermillion asked if the City would inspect the work. Ms. Schamp replied the City would inspect the work because the homeowner would have to pull a permit, which is how it is flagged for inspection. Ms. Vermillion then asked if it would be beneficial to have a neighborhood meeting over the winter and not just rely on the postal mail for notification because she feels it would be beneficial to have something in person to allow residents to ask questions. Ms. Schamp replied that staff would make themselves available if that would be beneficial to gather everyone in a room to answer questions but staff's thought is one-on-one conversations with property owners might be more beneficial so their specific issues can be addressed. Staff could meet them at their homes and at their convenience.

President Teater asked when Council will have the opportunity to review the available financing options. Ms. Schamp replied that she would like the opportunity to go through that further with the Finance Director and Administration to work out the details. She thought that Council should have something after the first of the year.

Mr. Carrier asked if, after the Avery subdivision is completed, has Ms. Schamp planned out 2024, 2025, 2026, 2027. Ms. Schamp replied not exactly, because after the initial assessments they are concerned that there may not be enough money in the budget to do all of the Avery subdivision and depends on how many choose to opt in or out of the program. She noted that it is possible that they may not get through all of the Avery subdivision based on the current budget and if that is the case, then they would finish Avery and hopefully move on. Ideally, they want to do one neighborhood at a time or bundle smaller neighborhoods but because of the size of the Avery subdivision and the likely amount of sidewalk repair, she is unsure where they will go next. Ms. Schamp reported that the City-wide assessment has been done but they have not identified what neighborhood will be done next. Mr. Carrier stated that this is something that has been deferred and not addressed for years and would like to know if the budget is a certain number of dollars and after taking a look at this staff thinks it will take an additional number of dollars, he would like to understand that bridge early on. He then asked if this could be completed before Halloween next year. Ms. Schamp stated it will be done before Halloween.

Ms. Hale asked if it is determined that City trees are the reason for the sidewalk damage is that being addressed. Ms. Schamp stated that will be done separate from the Sidewalk Program and by neighborhood. They will continue to address sidewalks that are a problem City-wide. If staff receives a complaint of sidewalk upheaval because of a City street tree, the City Forester, or his staff, will evaluate the problem and determine if there is a way to save the tree so that it does not have to be removed. She added if it is a minor upheaval, they will look at the possibility of shaving the concrete versus full concrete removal and replacement. Ms. Schamp noted this is part of the Street Maintenance Program and not the Sidewalk Program. She explained that in the newer neighborhoods, she can see it being a mix of property owner and City responsibility but in the Avery subdivision there are no City owned street trees, and the guess is that it will be 95 percent property owner responsibility. Ms. Hale asked how this will work in the newer neighborhoods. Ms. Schamp replied that in the Avery subdivision, for example, the City will do the inspection and if street trees are identified, they would be tagged for the City to review first. Mr. Beare, or someone from his team, will then inspect and assess whether the tree is City owned, is the tree



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viable or is it a minor upheaval because they want to try to save the trees. Depending on that determination, the City will take the tree out and plant a new one but they usually inform the property owner to expect a new tree the following year. Ms. Schamp reported there is an allowable threshold of a half inch upheaval but if it is already at a half inch and identified as a problem, it will be flagged to determine if there is a possibility of cutting tree roots to reduce the problem without impacting the structural integrity or health of that tree, which could be done to prevent it from becoming a bigger problem.

Ms. Vermillion asked if there are federal funds available for the Sidewalk Program. Ms. Schamp replied not likely unless the City was doing an entire streetscape project City wide. The City Code states that it is the property owner's responsibility so typically tax dollars are not used. She noted that on Leap Road where there are underlying drainage issues contributing to the sidewalk issues and other aging infrastructure, may be a good future project to consider for a federal project but that takes a lot of time, approximately five years for something like that to happen.

**STATUS:** First Reading

**SPONSOR:** Peggy Hale

**SECONDER:** Cynthia Vermillion

President Teater announced the second reading/public hearing will be December 12, 2022.

**22-46 AMENDING EXHIBIT A OF CHAPTER 190 OF THE CITY'S CODIFIED ORDINANCES TO UPDATE THE COMPREHENSIVE FEE SCHEDULE.**

Mr. Ralley reported that there are only a handful of adjustments to the fee schedule adopted in Section 190, the most notable impacts right-of-way permit fees. Both the ongoing construction activity in the right-of-way and changing how those fees are calculated to include a distance and time component but also, the annual fee occupants in the right-of-way are obligated to pay the City so that it better aligns with the City's suburban neighbors and allow the City to more fully cover the cost of administering some of things being done in the right-of-way (GIS, inspections, etc.).

Ms. Hale inaudible. Mr. Ralley replied that ultimately they are in the General Fund but they are required under law to essentially align with what the expenses are. Ms. Hale asked if it is a self-sustaining program where the fees cover the cost. Mr. Ralley stated that it is not formally established like an enterprise fund but is designed to cover those costs.

Ms. Vermillion asked for examples of when the right-of-way fees are used. Mr. Ralley replied that any time someone is cutting a street or excavating in the right-of-way, they would need to pull a permit. The exception to that is if there is activity that goes on in the backyards in the utility easement. There may be a small portion of that in the right-of-way but that is typically outside of what is required for a right-of-way permit.

Mr. Carrier asked when someone is in the utility easement, does the City help the homeowner with mud or fencing that is not put back up. Mr. Ralley replied that typically the City coordinates those repairs if there is a problem. When a complaint is received, it is coordinated with the carrier, and the carrier has been responsive to that process. Mr. Carrier asked if the City is communicating where AT&T is heading next. Mr. Ralley said the City has not to date. This will be the first of three pieces of legislation, the second which will come after the first of the year, will require excavation within the public rights-of-way to require a registration so the subcontractor would be required to register and the third piece of legislation is some changes to the right-of-way code. One of the things being looked at is improving the notification standards for those companies that are working even in the rear yard. Mr. Carrier asked if the contractors are allowed to enter the property without the owner's permission. Mr. Ralley replied that the contractor essentially has permission through the utility easement and staff counsels them about putting door hangers or other notification so people are not surprised. He stated many homeowners do not realize they have a utility easement in their back yard. Mr. Carrier asked when those other pieces of legislation will be before Council. Mr. Ralley replied Council should see something after the first of the year. Mr. Carrier then asked if that will include putting the trees back on Davidson Road. Mr. Ralley stated they are required as part of the right-of-way permit to replace the trees that they had to remove as part of that





work. Mr. Carrier asked how long do they have to make that restoration. Mr. Ralley replied that he would have to review the right-of-way permit because some of that work received an extension.

**STATUS:** First Reading  
**SPONSOR:** Cynthia Vermillion  
**SECONDER:** Pete Marsh  
President Teater announced the second reading/public hearing will be December 12, 2022.

**22-47 AUTHORIZING THE CITY MANAGER TO ENTER INTO A 2023 CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT FOR PUBLIC HEALTH AND PLUMBING INSPECTION SERVICES.**

Ms. Crandall reported this is an annual contract with the Franklin County Board of Health. The financial implication of this for this year is that it is a small decrease in this year's fees of \$255.00 with the fee being \$356,087.00. She noted that the City received this late and is asking that this be passed as an emergency at the second reading in order for the City to have services at the beginning of the year.

**STATUS:** First Reading  
**SPONSOR:** Cynthia Vermillion  
**SECONDER:** Peggy Hale  
President Teater announced the second reading/public hearing will be December 12, 2022.

**22-48 AUTHORIZING THE RE-APPOINTMENT OF MICHELLE L. CRANDALL AS HILLIARD CITY MANAGER**

Ms. Vermillion, seconded by Ms. Hale, moved to amend 22-48 to add the contract as the Exhibit.

**STATUS:** Approved (7-0)  
**MOVER:** Cynthia Vermillion  
**SECONDER:** Peggy Hale  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

**STATUS:** First Reading  
**SPONSOR:** Les Carrier  
**SECONDER:** Cynthia Vermillion  
President Teater announced the second reading/public hearing will be December 12, 2022.

**B. Resolutions**

**22-R-97 APPROVING CHANGES TO THE PLANNED UNIT DEVELOPMENT (PUD) TEXT FOR ±0.44-ACRE LOCATED ON THE SOUTHWEST CORNER OF CEMETERY ROAD AND LACON ROAD AS PART OF THE "CEMETERY ROAD PROPERTIES LOCATED BETWEEN LEAP AND LACON ROADS" DEVELOPMENT ("PUD") PLAN AND TEXT TO MODIFY SETBACKS AND OTHER DEVELOPMENT STANDARDS.**

Mr. Talentino explained this resolution modifies the Planned Unit Development (PUD). He noted that recently this land was rezoned to PUD and is located on the southwest corner of Cemetery and Lacon Roads, which is the site of Colorado Mountain Sports. The Planning Commission recommended approval of the modification and added some standards which will make it easier for the business owner to expand the building. This establishes similar setback standards for this property as the adjacent property to the south and west that are included in the PUD already. This also would apply the same or similar development standards to the existing businesses that are in the rest of the PUD. He noted it establishes building and vehicular use setbacks and requires roof to mechanicals to be screened per



Code. These are not specified in the PUD originally and will allow the entire Lacon Road block to be developed in a consistent manner.

**STATUS:** Adopted  
**MOVER:** Pete Marsh  
**SECONDER:** Cynthia Vermillion  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-R-97 passed and will take effect at the earliest time allowable by law.

**22-R-98 APPROVING COUNCIL APPOINTMENT TO THE AGING-IN-PLACE ADVISORY COMMITTEE.**

Ms. Cottone, seconded by Mr. Marsh moved to amend 22-R-98 to insert the name Carol Clark-Korkate.

**STATUS:** Adopted  
**MOVER:** Tina Cottone  
**SECONDER:** Pete Marsh  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

**STATUS:** Adopted  
**MOVER:** Tina Cottone  
**SECONDER:** Peggy Hale  
**AYES:** Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion  
President Teater announced 22-R-98 passed and will take effect at the earliest time allowable by law.

President Teater mentioned that the City received applications from several excellent candidates for this vacancy and he appreciates their interest in volunteering their time, talent and service to help in the City.

**PRESIDENT'S COMMUNICATION - None**  
**STAFF REPORTS - None**  
**CITY MANAGER UPDATES - None**

**ITEMS FOR COUNCIL DISCUSSION**

Mr. Marsh reported that he and Ms. Hale met with the residents on Norwich Street who attended the last Council meeting. He noted they discussed additional potential changes to permitted uses, architectural standards, etc. He asked Council if he and Ms. Hale could formally discuss with staff the more specific changes they would be interested in so the process could be started to potentially make some changes.

Ms. Vermillion stated that she is interested in being involved as well.

Mr. Carrier asked why this is being done outside of Hilliard by Design. Mr. Marsh replied that residents have looked at it more carefully than he has and would say that this is in line with what they have seen so far in the draft. Mr. Carrier stated Hilliard by Design has already incorporated some of the things the residents have discussed with Mr. Marsh and Ms. Hale. Mr. Marsh agreed. President Teater stated as he understands it that this is not outside of Hilliard by Design but they want to be out in front of what is being discussed in Hilliard by Design. Ms. Crandall added there is an upcoming meeting with some of the residents to help them figure out what they would like to see and help them through the process. She suggested meeting with Ms. Hale, Mr. Marsh and Ms. Vermillion before or after that meeting. Ms. Vermillion remarked that it is her understanding that in the prior Comprehensive Plan, that this was already addressed. Mr. Carrier stated there is a baseline and overlay already in place there. Mr. Talentino explained that the current Comprehensive Plan, approved ten plus years ago, recommended similar things and the problem is the existing zoning going back to B-6 which allows for a variety of uses. He recalled that when they spoke to residents years ago about limiting their property to residential only, a





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lot of them did not want to do it and the Comprehensive Plan has not changed much in that recommendation. The real issue is what the zoning currently allows and do you want to rezone the property. Council has the authority to rezone, but that is not typically how it is done. Typically, property owners apply for the rezoning and that is what they have been working with some of the residents on if they wanted to establish a limited overlay that would keep the same zoning but limit the permitted uses. Everything could be eliminated except residential in that overlay but that requires property owners to be signatory to the application to agree to be included in that. Mr. Talentino added they have been working with the residents on getting that assembly of property owners together that agree to be included in that. He believes they have done good work in getting the information on who wants to be included and it is a matter of getting it in application form and getting the right plans. They have discussed with them about what they would need in terms of maps and things that the City can help with. Mr. Talentino stated there is some confusion on what the next steps would be for the property owners because there are a number of ways to do it. They can try to create a new zoning classification and rezone the property, which takes a long time and the overlay district is the quickest method.

Ms. Vermillion asked what percentage of property owners would be needed to warrant this. Mr. Talentino replied that it is not a matter of percentage but to get around the spot zoning issue they need a block of property owners. They are encouraging the applicants to get together and submit a plan to the City in a form that will be easy to read in comparison with the Comprehensive Plan. Mr. Marsh explained that the way to go with this is to find out the specific zoning changes they would be interested in and then determine the best way to implement. Mr. Carrier asked if they had to have the block defined. Mr. Talentino replied that they have shown him maps of clear blocks of property owners. It is not everyone on the street but there are groups that would not be considered spot zoning and would be conducive to doing that process. He stated staff has met with the residents but when there is a group of property owners it is tougher to get a consensus. The residents continue working on that and staff plans to meet with them as a larger group to explain the process, which may be clearer and easier to proceed with. Mr. Marsh noted that the property owners who may not be ready to sign off on this, the group wants to have something more specific to go back and explain to them what they are asking them to join in on.

President Teater thanked Scout Troops 33 and 7608 for attending the meeting.

Mr. Marsh, seconded by Ms. Hale, moved to adjourn the meeting by Voice Vote.

<b>MOVER:</b>	Pete Marsh
<b>SECONDER:</b>	Peggy Hale
<b>AYES:</b>	Teater, Tarazi, Carrier, Cottone, Hale, Marsh, Vermillion

### ADJOURNMENT – 8:16 PM

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Andy Teater, President  
City Council

---

Diane Werbrich, MMC  
Clerk of Council

Approved: \_\_\_\_\_

New Liquor Permit Request - 3939 Britton Parkway

Rec'd 12/1

7.1.a

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6806 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2380 FAX(614)644-3188

TO

88407200200		NEW		TEN STAR ENTERPRISES INC 3939 BRITTON PARKWAY HILLIARD OH 43026
PERMIT NUMBER TYPE				
ISSUE DATE				
07 21 2022				
FILING DATE				
D2				
PERMIT CLASSES				
25 132 B D48288				
TAX DISTRICT		RECEIPT NO.		

FROM

12/01/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	

Reference: 8840720085 - (New D2+D3) - No Hearing Requested  
by Council on 4/11/20  
Per Liquor Control, applicant cancelled  
previous D2, D3 @ the end of November 2022  
Nov 29, 2022

MAILED

12/01/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

01/01/2023

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES B NEW 88407200200

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

CLERK OF HILLIARD CITY COUNCIL  
3800 MUNICIPAL WAY  
HILLIARD OH 43026

(Title)

☐ Clerk of County Commissioner

☐ Clerk of City Council

☐ Township Fiscal Officer

(Date)

Attachment: 3939 Britton Parkway - New D2 (2408 : New Liquor Permit Request - 3939 Britton Parkway)

NOTICE TO LEGISLATIVE  
AUTHORITY

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

88407200085		NEW	TO	
PERMIT NUMBER		TYPE	TEN STAR ENTERPRISES INC	
ISSUE DATE		DBA SCRAMBLERS		
02 18 2022		3939 BRITTON PKWY		
FILING DATE		HILLIARD OH 43026		
D2 D3				
PERMIT CLASSES				
25	132	B	D33892	
TAX DISTRICT			RECEIPT NO.	
FROM 03/17/2022				

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 03/17/2022 RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/18/2022

**IMPORTANT NOTICE**  
PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 8840720-0085**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☒  
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

☒ Clerk of City Council

☐ Township Fiscal Officer

11 April 2022

(Date)

CLERK OF HILLIARD CITY COUNCIL  
3800 MUNICIPAL WAY  
HILLIARD OHIO 43026-1695

## Council Memo: Legislation (22-42)

**Subject:** Annexation of 4701 Leppert Rd  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Dan Ralley, Assistant City Manager  
**Date:** December 12, 2022

### Executive Summary

This ordinance would approve the annexation of 4701 Leppert Road into the City of Hilliard and designate it a zoning classification of "R-R", Rural Residential District.

### Staff Recommendation

Staff recommends that Council not approve this legislation due to the lack of fiscal benefit to the City if the property were annexed. While the property owner(s) would be responsible for the full cost of utility extension, the City of Hilliard would be responsible for a portion of the long-term maintenance of the utility lines, along with any other costs related to current or future services, such as police protection, fire hydrants maintenance, etc. In addition, as a care facility, demands will be placed on emergency medical services provided by Norwich Township.

### Background

On August 15, 2022, the property owners of 4701 Leppert Rd. filed a petition with the Franklin County Commissioners to annex to the City. The property borders the Amazon Web Services property to the north. On August 22, 2022, City Council adopted Resolution No. 22-R-68 which indicated the services that would be available to the Property, if it were to be annexed.

The Hayden Run Sanitary Sub-Trunk, which runs across the Amazon and Bo Jackson sites is now operational. Glenmont would need to extend sanitary sewer from this trunk line up Leppert Rd to service their site. A waterline is currently being extended on the south side of Leppert Rd as part of the Carr Farms subdivision which would provide a source of domestic water for the site.

Following adoption of the Resolution, it was filed with the County Commissioners. The Commissioners considered the annexation on September 20, 2022, and approved the petition. The Commissioner's resolution and transcript were received by the Clerk on September 22, 2022. Pursuant to R.C. 709.04, the annexation petition must be introduced to City Council at its next regular meeting following the expiration of 60 days. City Council must accept or reject the petition within 120 days.

### Financial Impacts

N/A

### Expected Benefits

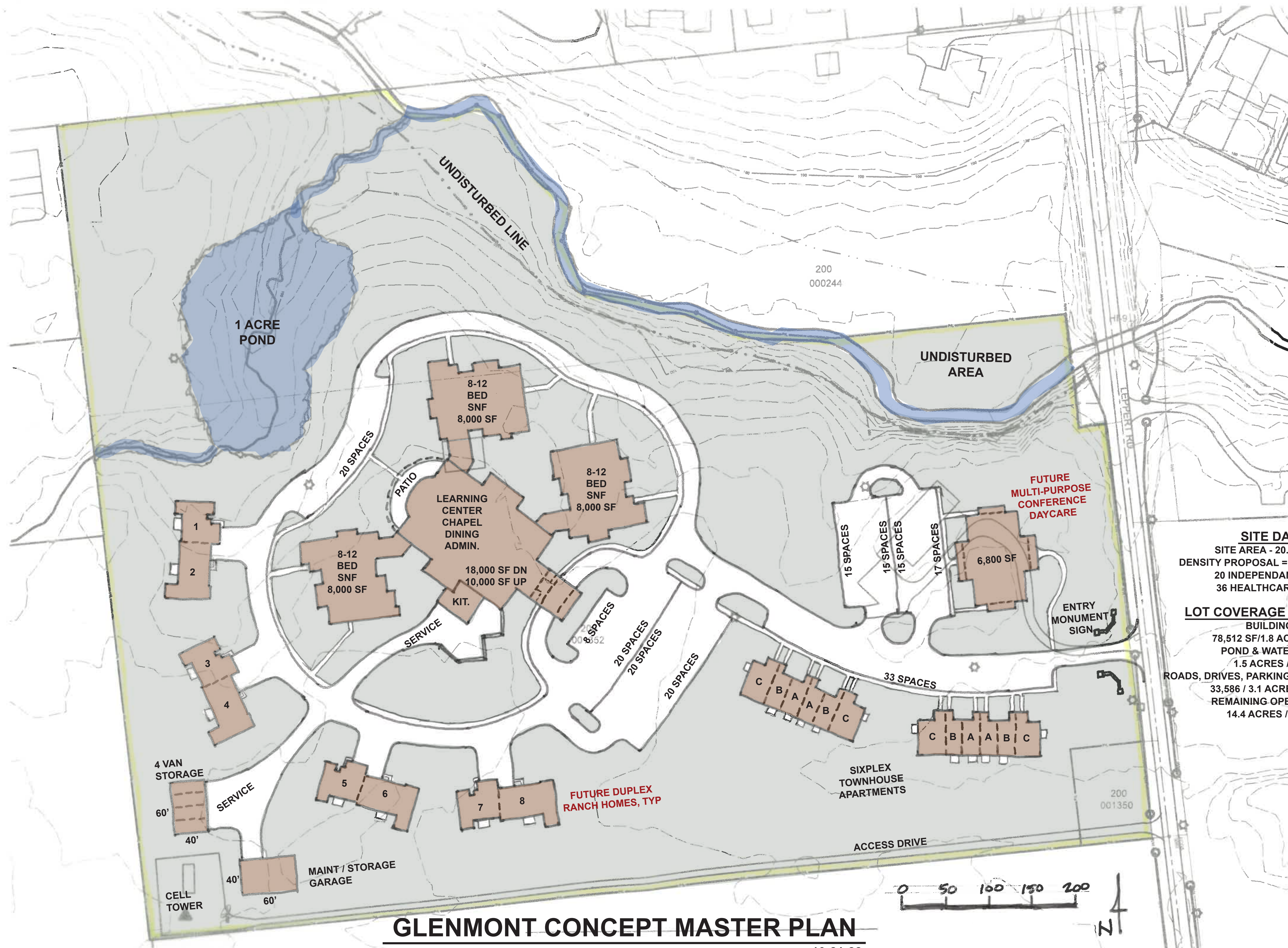
N/A

### Attachments

- Auditor Map
- Glenmont Concept Drawing
- Glenmont Project Budget
- Project Overview







**SITE DATA**  
 SITE AREA - 20.8 ACRES  
 DENSITY PROPOSAL = 2.7 UNITS/ACRE  
 20 INDEPENDANT UNITS  
 36 HEALTHCARE UNITS

**LOT COVERAGE PROPOSED**  
**BUILDINGS**  
 78,512 SF / 1.8 ACRES / 8.7%  
**POND & WATERWAYS**  
 1.5 ACRES / 7.2%  
**ROADS, DRIVES, PARKING, WALKS, & PATIOS**  
 33,586 / 3.1 ACRES / 14.9%  
**REMAINING OPEN SPACE**  
 14.4 ACRES / 69.2%

# GLENMONT CONCEPT MASTER PLAN

10-21-22



**GLENMONT CHRISTIAN SCIENCE  
NEW CAMPUS MASTER PLAN  
CONCEPT DESIGN OVERVIEW BUDGET  
OCTOBER 10, 2022**

<b>SITE DEVELOPMENT</b>	\$1.25 mil to \$1.5 mil
<b>6 PLEX APTS</b> 2 bldgs x 6,564 sf x \$185 = \$2.43 mil x 1.25 (contingency & fee) =	\$2.75 mil to \$3.25 mil
<b>DUPLEX RANCH HOME</b> 4 bldgs x (1,291 sf + 1,655 sf) x \$235 = \$2.77 mil x 1.25 (contingency & fee) =	\$3.15 mil to \$3.81 mil
<b>GARAGES</b> 2 bldgs x 2,400 sf x \$125 = \$600,000 mil x 1.25 (contingency & fee) =	\$ .68 mil to \$ .83 mil
<b>MULTI-PURPOSE BLDG.</b> 6,800 sf x \$275 = \$1.87 mil x 1.25 (contingency & fee) =	\$2.13 mil to \$2.57 mil
<b>SMALL HOUSE CARE HOMES</b> 3 bldgs x 8,000 sf x \$275 = \$6.6 mil x 1.25 (contingency & fee) =	\$7.5 mil to \$9.08 mil
<b>LEARNING CENTER</b> 28,000 sf x \$275 = \$7.7 mil x 1.25 (contingency & fee) =	\$8.75 mil to \$10.59 mil
<b>LANDSCAPING &amp; SITE AMMENITIES</b> <u>\$500,000 allowance x 1.25 (contingency &amp; fee) =</u>	<u>\$ .57 mil to \$ .69 mil</u>
<b>PROJECT TOTAL</b>	<b>\$26.78 mil to \$32.32 mil</b>





## Glenmont Fact Sheet

- Glenmont has been in its current location for 36 years. We have been an integral part of the community.
- Glenmont employs 48-52 employees (varies with our on-call Christian Science nurses)– all pay personal income tax to Hilliard. About 40 percent live in Hilliard.
- Glenmont rents 7 apartments nearby in Hilliard, for their Christian Science nurses. Within these 7 apartments there are, 11 adults (includes a college student attending an in-state college) and 8 children (ages 18 and younger which includes one student who attends high school in Missouri). Glenmont pays the rent for these apartments (thereby paying property taxes) and subsidizes their rent through payroll deductions for these residents.
- We have a wonderful working relationship with Norwich Township Fire and Police. They know us, they know what to expect and how to respond. We have also expressed our gratitude to them at various times with baskets of cookies, etc.
- Since October, 2021, we have had only 8 patients requiring a 911 call due to them passing away. There may have been one or 2 other instances to call them requiring transportation to the hospital or the like? Our patients rarely, if at all, are transferred out to a hospital or other nursing facility. Sometimes they do discharge and go home, without any need for Hilliard officials.
- We hope that our current building can be used in a similar assisted living facility manner or elderly care use.
- The new facility will allow Glenmont to better serve its members as their needs have changed over the last 36 years.
- Our new property will be one with significant green space. It is our goal to create that peaceful and natural environment for our patients, with the least disruption to its current atmosphere.
- There are 3 Christian Science churches in the Columbus area. We serve those church members, along with many church members throughout the state. We also draw patients from the 7 states surrounding, as there is no other Christian Science nursing facility in this 7-state area.



Ordinance: 22-42

Passed:

Page 1 of

Effective:

**ACCEPTING THE APPLICATION FOR ANNEXATION OF 20.8± ACRES LOCATED IN  
NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO, AND ASSIGNING A ZONING  
CLASSIFICATION TO THE PROPERTY OF R-R, RURAL RESIDENTIAL.**

**WHEREAS**, on August 15, 2022, pursuant to Ohio Revised Code Section 709.023, the property owner seeking the annexation of 20.8± acres of real property in Norwich Township, Franklin County, Ohio, contiguous to the City of Hilliard, filed a Petition for Annexation of its property to the City of Hilliard with the Board of County Commissioners of Franklin County, Ohio, a copy of which is attached hereto as Exhibit "A", notice of which was duly served upon the City of Hilliard as prescribed by law; and

**WHEREAS**, pursuant to Ohio Revised Code §709.023(C) the City of Hilliard adopted Resolution No. 22-R-68 on August 22, 2022, which Resolution indicated the type and scope of services the City of Hilliard will provide to the territory upon annexation to the City; and

**WHEREAS**, on August 23, 2022, a certified copy of Resolution No. 22-R-68 was sent to the Office of the Clerk of the Franklin County Commissioners; and

**WHEREAS**, the Petition came on for public hearing before the Franklin County Board of Commissioners on September 20, 2022; and

**WHEREAS**, pursuant to an action of the Franklin County Commissioners after that hearing, the Clerk of the Board of County Commissioners entered on the journal of the Board an order approving the annexation according to law, certified the transcript for the proceeding in connection with the annexation and filed it with the Clerk of Council of the City of Hilliard on September 22, 2022; and

**WHEREAS**, pursuant to Ohio Revised Code §709.04, the Clerk of Council is required to place the annexation documents before Council at its next regular meeting following the expiration of 60 days from receipt; and

**WHEREAS**, City Council is required to accept or reject the Petition for Annexation within 120 days thereafter; and

**WHEREAS**, Section 1104.04 of the City's Codified Ordinances requires that the City assign the newly annexed property a zoning classification that most resembles the property's zoning classification immediately prior to annexation.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** The proposed annexation of 20.8± acres from the unincorporated area of Norwich Township, Franklin County, Ohio to the City of Hilliard, a petition for which was filed with the Board of County Commissioners, Franklin County, Ohio on August 15, 2022, and approved by the Board of County Commissioners on September 20, 2022, be and the same is hereby accepted. The petition is **attached** hereto as **Exhibit "A"** and graphically depicts and describes the territory that is the subject of the annexation, which Exhibit is incorporated herein. The certified transcript of the proceedings of the County Commissioners is on file with the Clerk of Council of the City and has been for more than sixty (60) days.

**SECTION 2.** The 20.8± acres shall be assigned the zoning classification of “R-R” Rural Residential District, which classification most closely resembles the zoning classification prior to the annexation based on minimum lot sizes, minimum lot widths, acreage and dimensions of the 20.8± acres.

**SECTION 3.** The Clerk of Council is hereby authorized and directed to make three (3) copies of this Ordinance, to each of which shall be attached a copy of the map accompanying the Petition for Annexation, a copy of the transcript of the proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and shall file notice of this annexation with the Board of Elections of Franklin County within thirty (30) days after it becomes effective, and further the Clerk of Council shall do all other things with respect to the action taken by this Ordinance as may be required by law.

**SECTION 4.** This Ordinance shall be in full force and effect from and after the earliest time provided for by law.

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
**Diane C. Werbrich, MMC**  
**Clerk of Council**

\_\_\_\_\_  
**President of Council**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Philip K. Hartmann**  
**Director of Law**

✓ Vote Record - Ordinance 22-42						
<input type="checkbox"/> Adopted			<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						



Franklin County  
Board of Commissioners

## ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department  
James Schimmer, Director

# Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

**RECEIVED**

**AUG 15 2022**

Franklin County Planning Department  
Franklin County, OH

### Property Information

Site Address: 4701 Leppert Road, Hilliard Ohio 43026	
Parcel ID(s): 200-001352-00 200-001350-00	Total Acreage: 20.187
From Township: Norwich Township	To Municipality: Hilliard

### Property Owner Information \*In the event of multiple owners, please attach separate sheet

Name: Glenmont	
Address: 4599 Avery Road, Hilliard, Ohio 43026	
Phone #	Fax #
Email:	

### Attorney/Authorized Agent Information

Name: Brandon T. Pauley, Esq.	
Address: 250 South Civic Center Drive, Suite 300 ~ Columbus, Ohio 43215	
Phone # 6142467510	Fax # 6142467511
Email: btpauley@bmdllc.com	

### Petitioners Signature

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

	8/12/2022	Property Owner	Date
	8/12/2022	Attorney or Authorized Agent	Date

### Staff Use Only

Case # ANX- 31-22

Hearing Date: 9/20/22

Date Filed: 8/15/22

Fee Paid: \$350.00

Receipt #: 22-00450

Received By: Matt Brown

Notification Deadline (5 days):

8/22/22

Svc Statement Deadline (20 days):

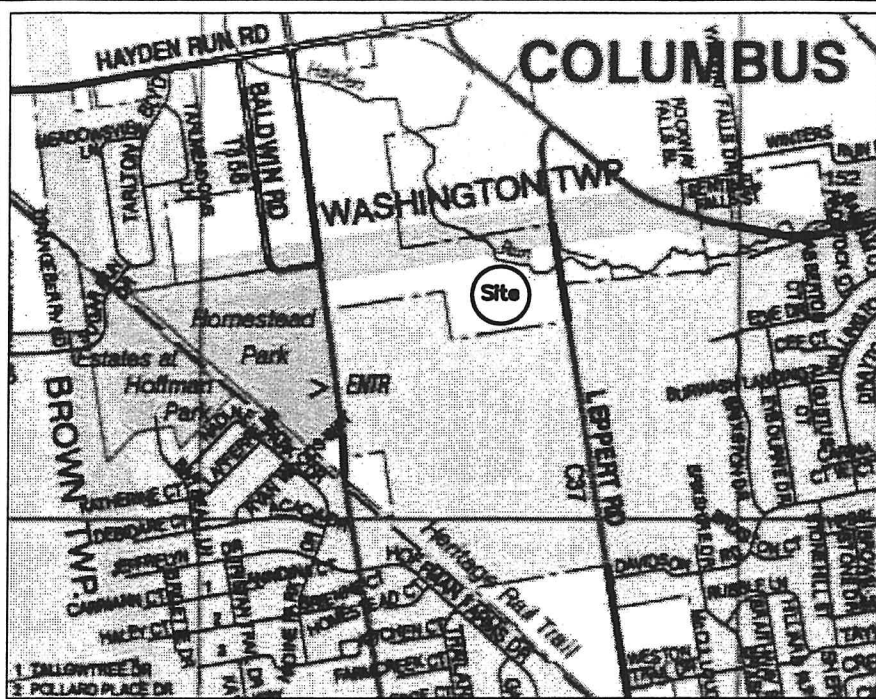
9/6/22

### Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☒ Legal description of the property
- ☒ Fee Payment (checks only)
- ☒ Map/plot of property
- ☒ List of adjacent properties





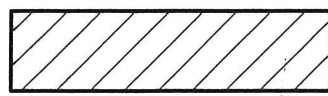
Vicinity Map

Being ±20.8 Acres, Situated in the State of Ohio, County of Franklin, Township of Norwich, in Virginia Military Surveys 6366 & 3453



Scale: 1" = 150'  
June 7, 2022

Area to Be Annexed:



Contiguity Length ± 2007'  
Perimeter Length ± 4134'  
Contiguity Percentage: 49%

Existing City of Hilliard Corp. Line  
Proposed City of Hilliard Corp. Line

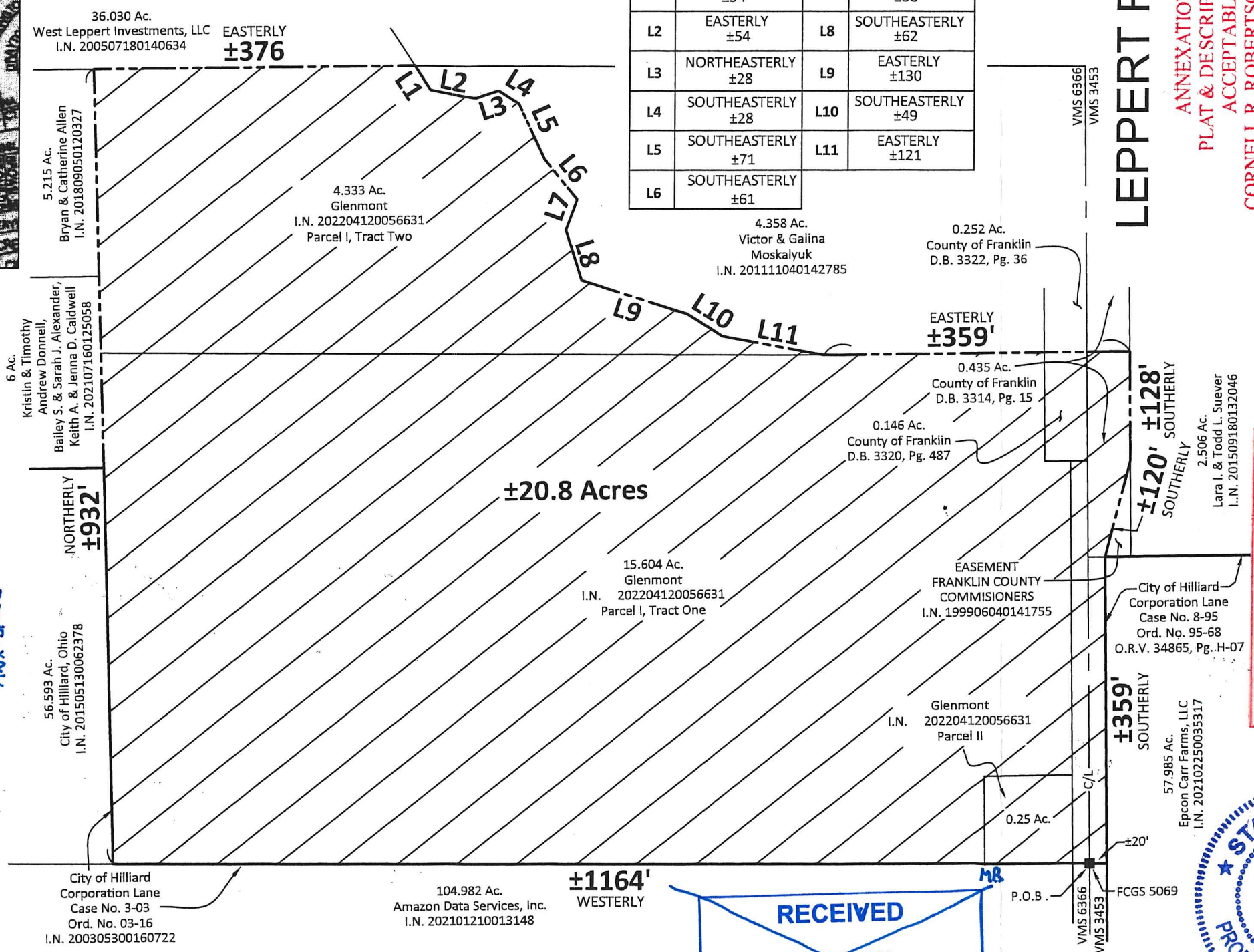
**MyersSurveying**  
COMPANY  
2740 E. Main St., Bexley, Ohio 43209-2577  
(614)235-8677 ~ (614)235-4559 fax  
info@myerssurveying.com

m.o.# 2-12/14/2021	X -	T -
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# PROPOSED ANNEXATION OF ±20.8 ACRES

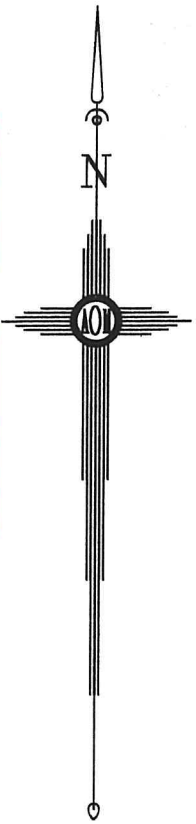
FROM: Norwich Township  
TO: City of Hilliard

Line Table			
L1	SOUTHEASTERLY ±34	L7	SOUTHERLY ±38
L2	EASTERLY ±54	L8	SOUTHEASTERLY ±62
L3	NORTHEASTERLY ±28	L9	EASTERLY ±130
L4	SOUTHEASTERLY ±28	L10	SOUTHEASTERLY ±49
L5	SOUTHEASTERLY ±71	L11	EASTERLY ±121
L6	SOUTHEASTERLY ±61		



ANNEXATION  
PLAT & DESCRIPTION  
ACCEPTABLE  
CORNELL R. ROBERTSON, P.E., P.S.  
FRANKLIN COUNTY ENGINEER

By *Paul T. Dinan* Date 6/23/2022



**RECEIVED**  
JUN 23 2022  
Franklin County Engineer  
Cornell R. Robertson, P.E., P.S.



**RECEIVED**  
JUL 08 2022  
Franklin County Planning Department  
Franklin County, OH  
ANX-28-22

*Paul T. Dinan*  
By: Paul T. Dinan, Professional Surveyor No. 7312 Date 6-7-2022



By FPM Date 4/23/2022

**MyersSurveying**  
COMPANY

2740 East Main Street  
Bexley, Ohio 43209-2577  
(614) 235-8677  
Telefax (614) 235-4559  
Email: info@myerssurveying.com

**RECEIVED**

JUN 23 2022

Franklin County Engineer  
Cornell R. ROBERTSON, P.E., P.S.

9.A.1.1.a

June 7, 2022

## 20.8 ACRES

Situate in the State of Ohio, County of Franklin, Township of Norwich, in Virginia Military Surveys 6366 and 3453, being all of the 15.604 Acre, 4.333 Acre and 0.25 Acre tracts conveyed to Glenmont in Instrument Number 202204120056631, all of the 0.146 Acre tract conveyed to County of Franklin in Deed Book 3320, Page 487, part of the 0.435 Acre tract conveyed to County of Franklin in Deed Book 3314, Page 15 and part of the 57.985 Acre tract conveyed to Epcon Carr Farms, LLC in Instrument Number 202102250035317, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

**BEGINNING** at Franklin County Engineer's monument box "FCGS 5069", in the centerline of Leppert Road at the southeast corner of said 0.25 Acre tract, in the west line of said 57.985 Acre tract, at the northeast corner of a 104.982 Acre tract conveyed to Amazon Data Systems, Inc. in Instrument Number 202101210013148 and in the existing City of Hilliard Corporation Line, as established by Case No. 3-03, Ordinance No. 03-16, recorded in Instrument Number 200305300160722;

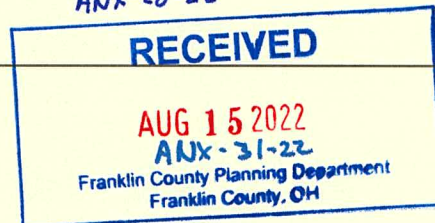
Thence, westerly, along the south lines of said 0.25 Acre and 15.604 Acre tracts, along part of the north line of said 104.982 Acre tract and along said City of Hilliard Corporation Line, approximately 1164 feet to the southwest corner of said 15.604 Acre tract and the southeast corner of a 56.593 Acre tract conveyed to the City of Hilliard, Ohio in Instrument Number 201505130062378;

Thence, northerly, along the west lines of said 15.604 Acre and 4.333 Acre tracts, along the east line of said 56.593 Acre tract, along the east line of a 6 Acre tract conveyed to Kristin and Timothy Andrew Donnell, Bailey S. and Sarah J. Alexander, Keith A. and Jenna D. Caldwell, in Instrument Number 202107160125058, along the east line of a 5.215 Acre tract conveyed to Bryan and Catherine Allen in Instrument Number 201809050120327 and partly along said City of Hilliard Corporation Line, approximately 932 feet to the northwest corner of said 4.333 Acre tract, the northeast corner of said 5.215 Acre tract and in the south line of a 36.030 Acre tract conveyed to West Leppert Investments, LLC in Instrument Number 200507180140634;

Thence, easterly, along the north line of said 4.333 Acre tract and along part of the south line of said 36.030 Acre tract, approximately 376 feet to the northeast corner of said 4.333 Acre tract, the northwest corner of a 4.358 Acre tract conveyed to Victor and Galina Moskalyuk in Instrument Number 201111040142785 and in the approximate centerline of a creek;

Thence, along the east line of said 4.333 Acre tract, along the west line of said 4.358 Acre tract and along the approximate centerline of a creek the following eleven (11) courses:

1. southeasterly, approximately 34 feet;
2. easterly, approximately 54 feet;
3. northeasterly, approximately 28 feet;
4. southeasterly, approximately 28 feet;
5. southeasterly, approximately 71 feet;
6. southeasterly, approximately 61 feet;
7. southerly, approximately 38 feet;





## Page 2

8. southeasterly, approximately 62 feet;
9. easterly, approximately 130 feet;
10. southeasterly, approximately 49 feet
11. easterly, approximately 121 feet to the southeast corner of said 4.333 Acre tract, the southwest corner of said 4.358 Acre tract and in the north line of said 15.604 Acre tract;

Thence, easterly, along part of the north line of said 15.604 Acre tract, along the north line of a 0.146 Acre tract conveyed to County of Franklin in Deed Book 3320, Page 487, along the south line of said 4.358 Acre tract, along the south line of a 0.252 Acre tract conveyed to County of Franklin in Deed Book 3322, Page 36 and across a 0.435 Acre tract conveyed to County of Franklin in Deed Book 3314, Page 15, approximately 359 feet to the east line of said 0.435 Acre tract and the west line of a 2.506 Acre tract conveyed to Lara L. and Todd L. Suever in Instrument Number 201509180132046, also being in the east right of way line of Leppert Road;

Thence, southerly, along part of the east line of said 0.435 Acre tract, along part of the west line of said 2.506 Acre tract and along part of the east right of way line of Leppert Road, approximately 128 feet;

Thence, southerly, continuing along part of the east line of said 0.435 Acre tract, continuing along part of the west line of said 2.506 Acre tract and continuing along part of the east right of way line of Leppert Road, approximately 120 feet to the southeast corner of said 0.435 Acre tract, the southwest corner of said 2.506 Acre tract, in the north line of a 57.985 Acre tract conveyed to Epcon Carr Farms, LLC in Instrument Number 202102250035317, also being in the existing City of Hilliard Corporation Line as established by Case Number 8-95, Ordinance Number 95-68 and recorded in Official Record Volume 34865, Page H07;

Thence, southerly, crossing part of said 57.985 Acre tract, along the east right of way line of Leppert Road and along the existing City of Hilliard Corporation Line, approximately 359 feet to the south line of said 0.25 Acre tract extended easterly;

Thence, westerly, crossing part of said 57.985 Acre tract and along the easterly extension of the south line of said 0.25 Acre tract, approximately 20 feet to the **POINT OF BEGINNING, CONTAINING 20.8 ACRES, MORE OR LESS**. This description was prepared from record information only and is not based on a field survey. This description is for annexation purposes only.

Contiguity = 49%

Myers Surveying Company, Inc.

*Paul T. Dinan 6-7-2022*

Paul T. Dinan, Professional Surveyor 7312  
PTD/ptd  
(212142021LeppertRoadAnnexation)



**Adjacent Property Owners:**

Parcel ID: 200-000244-00

Owner: MOSKALYUK VIKTOR

Address: 4777 LEPPERT RD HILLIARD OH 43026-9479



ANX-31-22

Parcel ID: 050-011455-00

Owner: AMAZON DATA SERVICES INC

Address: 4600 COSGRAY RD HILLIARD OH 43026-9479

Notice Address: PO BOX 80416, SEATTLE WA 98108-0416

Parcel ID: 200-003691-00

Owner: SUEVER TODD L & LARA L

Address: 4710 LEPPERT RD HILLIARD OH 43026

Parcel ID: 050-011197-00

Owner: CITY OF HILLIARD OHIO

Address: 4678 COSGRAY RD HILLIARD OH 43026

Parcel ID: 200-001341-00

Owner: DONNELL KRISTIN, CALDWELL JENNA D, CALDWELL KEITH A,  
ALEXANDER SARAH J, ALEXANDER BAILEY S, DONNELL TIMOTHY ANDREW

Address: 4702 COSGRAY RD HILLIARD OH 43026

Parcel ID: 200-000053-00

Owner: ALLEN BRYAN & ALLEN CATHERINE

Address: 4760 COSGRAY RD HILLIARD OH 43026

Parcel ID: 010-276232-00

WEST LEPPERT INVESTMENTS LLC

Notice Address: 140 MILL ST STE A COLUMBUS OH 43230



Address: LEPPERT RD REAR HILLIARD OH 43026

Parcel ID: 050-011719-00

EPCON CARR FARMS LLC

Notice Address: 500 STONEHENGE PKWY DUBLIN OH 43017

Address: LEPPERT RD HILLIARD OH 43026

4879-3007-7955, v. 1

## Council Memo: Legislation (22-43)

**Subject:** Amending the General Offenses Code  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Kelly Clodfelder, Staff Attorney  
**Date:** December 12, 2022

### Executive Summary

This Ordinance would approve changes to Part Five of the City's Codified Ordinances - the "General Offenses Code" to address updates adopted by the Ohio General Assembly.

### Staff Recommendation

Staff recommends that Council adopt this Ordinance.

### Background

On a yearly basis, the City's Codifier, Municode, reviews the City's General Offenses for consistency with the Ohio Revised Code and makes suggestions for amendments to the City's Code. As a result of Municode's review, it was determined that a number of amendments were necessary.

Please see the attached chart outlining all the changes.

### Financial Impacts

There are no anticipated financial impacts.

### Expected Benefits

The proposed amendments align the City's General Offenses Code with Ohio Revised Code.

### Attachments

- 2022 General Offenses Code Amendment Table

Code Number	Code Section	Proposed Change	Reason for Change	ORC Code Section
509.07	Making False Alarms	Revising Definition to include additional actions that qualify as making a false alarm	Change in language in Ohio Revised Code	2917.32
513.01	Definitions (Drug Abuse Control)	Adding and Renumbering definitions	Change in language in Ohio Revised Code	2925.01
517.01	Gambling	Clarifying language within Gambling code and addressing electronic instant bingo	Change in language in Ohio Revised Code	2915.01
517.06	Methods of Conducting a Bingo Game; Prohibitions	Clarifying language regarding electronic instant bingo	Change in language in Ohio Revised Code	2915.09
517.08	Raffles	Simplifying language regarding raffles	Change in language in Ohio Revised Code	2915.092
517.11	Bingo or Game of Chance Records	Adding language regarding electronic instant bingo and detailing the entities that the Attorney General can investigate	Change in language in Ohio Revised Code	2915.10
517.14	Instant Bingo Conduct by a Veteran's or Fraternal Organization	Addressing the use of electronic instant bingo	Change in language in Ohio Revised Code	2915.13
529.07	Open Container Prohibited	Correcting references and permit information	Change in language in Ohio Revised Code	4301.99(A))
533.15	Residential requirements for Sexual Offenders	Updating the locations to which a convicted sexual offender may not live within 1000 feet of	Change in language in Ohio Revised Code	2950.034

Code Number	Code Section	Proposed Change	Reason for Change	ORC Code Section
541.05	Criminal Trespass	Adding a place that a person may not enter and updating degree of offense	Change in language in Ohio Revised Code	2911.21
545.09	Passing Bad Checks	Amending language regarding what constitutes a violation	Change in language in Ohio Revised Code	2913.11
553.01	Obstructing Streets by Railroad Companies	Amending language to be consistent with Ohio Revised Code	Change in language in Ohio Revised Code	5589.21



Ordinance: 22-43

Passed:

Page 1 of

Effective:

**AMENDING CERTAIN SECTIONS OF PART FIVE - THE "GENERAL OFFENSES CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.**

**WHEREAS**, Part Five of the City's Codified Ordinances – the "General Offenses Code" has been reviewed by the City's Codifier, Muncide and the Administration in order to address certain changes in the Ohio Revised Code and update/align with the City's current form of government; and

**WHEREAS**, it is necessary to update the "General Offense Code" to ensure that it corresponds with and does not conflict with Ohio Revised Codes regarding the same or similar topics; and

**WHEREAS**, it is necessary to update certain sections of the "General Offenses Code" in order to align with the City's change in form of government as well as outdate code sections; and

**WHEREAS**, the Administration desires to amend the "General Offenses Code", as outlined in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the City believes that amending the "General Offenses Code", as identified in Exhibit "A", attached hereto and incorporated herein, promotes the general health, safety, and welfare of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** Council finds that amending Part Five of the City's Codified Ordinances - the "General Offenses Code", as identified in Exhibit "A", **attached** hereto and incorporated herein, is in the City's best interest. The changes and additions to the "General Offenses Code", as shown in track changes in the attached Exhibit "A" are approved and shall be incorporated in the City's Codified Ordinances.

**SECTION 2.** All other provisions of the "General Offenses Code", not modified herein, remain unchanged and are in full force and effect.

**SECTION 3.** This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip K. Hartmann  
Director of Law

✓ **Vote Record - Ordinance 22-43**

<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**509.07 MAKING FALSE ALARMS.**

- (a) No person shall do any of the following:
- (1) Initiate or circulate a report or warning of an alleged or impending fire, explosion, crime or other catastrophe, knowing that the report or warning is false and likely to cause public inconvenience or alarm;
  - (2) Knowingly cause a false alarm of fire or other emergency to be transmitted to or within any organization, public or private, for dealing with emergencies involving a risk of physical harm to persons or property;
  - (3) Report to any law enforcement agency an alleged offense or other incident within its concern, knowing that such offense did not occur.
  - (4) Initiate or circulate a report or warning of an alleged or impending fire, explosion, crime or other catastrophe, knowing that the report or warning is false and likely to impede the operation of a critical infrastructure facility.
- (b) This section does not apply to any person conducting an authorized fire or emergency drill.
- (c) Whoever violates this section is guilty of making false alarms, a misdemeanor of the first degree. If a violation of this section results in economic harm of one thousand dollars (\$1,000) or more, or if a violation of this section pertains to a purported, threatened, or actual use of a weapon of mass destruction, making false alarms is a felony and shall be prosecuted under appropriate State law.
- (d) Any act that is a violation of this section and any other section of the Codified Ordinances may be prosecuted under this section, the other section, or both sections.
- (e) As used in this section:
- (1) Critical infrastructure facility has the same meaning as in Section 541.05.
  - (2) Economic harm and weapons of mass destruction have the same meanings in in Section 509.06.
- ~~,"economic harm" and "weapon of mass destruction" have the same meanings as in Section 509.06.~~
- (ORC 2917.32)

**513.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words, terms and phrases and their derivatives used in this chapter which are not defined in this section shall have the meanings given to them in the Ohio Revised Code.

- (a) *"Administer."* Has the same meaning as in ORC 3719.01.
- (b) *"Adulterate."* To cause a drug to be adulterated as described in ORC 3715.63.
- (c) *"Bulk amount."* Of a controlled substance, means any of the following:
  - (1) For any compound, mixture, preparation, or substance included in Schedule I, Schedule II, or Schedule III, with the exception of any controlled substance analog, marihuana, cocaine, L.S.D., heroin, any fentanyl-related compound, and hashish and except as provided in subsection (c)(2), (5), or (6) of this definition, whichever of the following is applicable:
    - A. An amount equal to or exceeding ten grams or twenty-five unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I opiate or opium derivative;

- B. An amount equal to or exceeding ten grams of a compound, mixture, preparation or substance that is or contains any amount of raw or gum opium;
  - C. An amount equal to or exceeding thirty grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I hallucinogen other than tetrahydrocannabinol or lysergic acid amide, or a Schedule I stimulant or depressant;
  - D. An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II opiate or opium derivative;
  - E. An amount equal to or exceeding five grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of phencyclidine;
  - F. An amount equal to or exceeding 120 grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant that is in a final dosage form manufactured by a person authorized by the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq., as amended) and the federal drug abuse control laws, as defined in this section, that is or contains any amount of a Schedule II depressant substance or a Schedule II hallucinogenic substance;
  - G. An amount equal to or exceeding three grams of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule II stimulant, or any of its salts or isomers, that is not in a final dosage form manufactured by a person authorized by the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq., as amended) and the federal drug abuse control laws;
- (2) An amount equal to or exceeding 120 grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule III or IV substance other than an anabolic steroid or a Schedule III opiate or opium derivative;
  - (3) An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule III opiate or opium derivative;
  - (4) An amount equal to or exceeding 250 milliliters or 250 grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule V substance;
  - (5) An amount equal to or exceeding 200 solid dosage units, sixteen grams, or sixteen milliliters of a compound, mixture, preparation or substance that is or contains any amount of a Schedule III anabolic steroid;
  - (6) For any compound, mixture, preparation, or substance that is a combination of a fentanyl-related compound and any other compound, mixture, preparation, or substance included in Schedule III, Schedule IV, or Schedule V, if the defendant is charged with a violation of ORC 2925.11 and the sentencing provisions set forth in ORC 2925.11(C)(10)(b) and (C)(11) will not apply regarding the defendant and the violation, the bulk amount of the controlled substance for purposes of the violation is the amount specified in subsection (1), (2), (3), (4), or (5) of this definition for the other Schedule III, Schedule IV, or Schedule V controlled substance that is combined with the fentanyl-related compound.
- (d) *"Certified grievance committee."* A duly constituted and organized committee of the Ohio State Bar Association or of one or more local bar associations of the state that complies with the criteria set forth in Rule V, Section 6 of the Rules for the Government of the Bar of Ohio.



- (e) *"Cocaine."* Any of the following:
- (1) A cocaine salt, isomer or derivative, a salt of a cocaine isomer or derivative, or the base form of cocaine.
  - (2) Coca leaves or a salt, compound, derivative or preparation of coca leaves, including ecgonine, a salt, isomer or derivative of ecgonine, or a salt of an isomer or derivative of ecgonine.
  - (3) A salt, compound, derivative or preparation of a substance identified in subsection (e)(1) or (2) of this definition that is chemically equivalent to or identical with any of those substances, except that the substances shall not include decocainized coca leaves or extraction of coca leaves if the extractions do not contain cocaine or ecgonine.
- (f) *"Committed in the vicinity of a juvenile."* An offense is "committed in the vicinity of a juvenile" if the offender commits the offense within 100 feet of a juvenile or within the view of a juvenile, regardless of whether the offender knows the age of the juvenile, whether the offender knows the offense is being committed within 100 feet of or within view of the juvenile, or whether the juvenile actually views the commission of the offense.
- (g) *"Committed in the vicinity of a school."* An offense is "committed in the vicinity of a school" if the offender commits the offense on school premises, in a school building, or within 1,000 feet of the boundaries of any school premises, regardless of whether the offender knows the offense is being committed on school premises, in a school building, or within 1,000 feet of the boundaries of any school premises.
- (h) *"Committed in the vicinity of a substance addiction services provider or a recovering addict"* if either of the following apply:
- (1) The offender commits the offense on the premises of a substance addiction services provider's facility, including a facility licensed prior to June 29, 2019, under ORC 5119.391 to provide methadone treatment or an opioid treatment program licensed on or after that date under ORC 5119.37, or within 500 feet of the premises of a substance addiction services provider's facility and the offender knows or should know that the offense is being committed within the vicinity of the substance addiction services provider's facility.
  - (2) The offender sells, offers to sell, delivers, or distributes the controlled substance or controlled substance analog to a person who is receiving treatment at the time of the commission of the offense, or received treatment within thirty days prior to the commission of the offense, from a substance addiction services provider and the offender knows that the person is receiving or received that treatment.
- (~~h~~i) *"Controlled substance."* Has the same meaning as in ORC 3719.01.
- (~~i~~j) *"Controlled substance analog."* Has the same meaning as in ORC 3719.01.
- (~~j~~k) *"Counterfeit controlled substance."* Any of the following:
- (1) Any drug that bears, or whose container or label bears, a trademark, trade name or other identifying mark used without authorization of the owner of rights to the trademark, trade name or identifying mark.
  - (2) Any unmarked or unlabeled substance that is represented to be a controlled substance manufactured, processed, packed or distributed by a person other than the person that manufactured, processed, packed or distributed it.
  - (3) Any substance that is represented to be a controlled substance but is not a controlled substance or is a different controlled substance.
  - (4) Any substance other than a controlled substance that a reasonable person would believe to be a controlled substance because of its similarity in shape, size and color, or its

markings, labeling, packaging, distribution or the price for which it is sold or offered for sale.

- (kl) "*Cultivate.*" Includes planting, watering, fertilizing or tilling.
- (lm) "*Dangerous drug.*" Has the same meaning as in ORC 4729.01.
- (mn) "*Deception.*" Has the same meaning as in ORC 2913.01.
- (o) "*Delta-9 tetrahydrocannabinol*" has the same meaning as in ORC 928.01.
- (ap) "*Disciplinary counsel.*" The disciplinary counsel appointed by the Board of Commissioners on Grievances and Discipline of the Ohio Supreme Court under the Rules for the Government of the Bar of Ohio.
- (eq) "*Dispense.*" Has the same meaning as in ORC 3719.01.
- (pr) "*Distribute.*" Has the same meaning as in ORC 3719.01.
- (es) "*Drug.*" Has the same meaning as in ORC 4729.01.
- (ft) "*Drug abuse offense.*" Any of the following:
  - (1) A violation of ORC 2913.02(A) that constitutes theft of drugs, or any violation of ORC 2925.02, 2925.03, 2925.04, 2925.041, 2925.05, 2925.06, 2925.11, 2925.12, 2925.13, 2925.22, 2925.23, 2925.24, 2925.31, 2925.32, 2925.36 or 2925.37.
  - (2) A violation of an existing or former law of any municipality, state or of the United States, that is substantially equivalent to any section listed in subsection (r)(1) of this definition.
  - (3) An offense under an existing or former law of any municipality, state or of the United States, of which planting, cultivating, harvesting, processing, making, manufacturing, producing, shipping, transporting, delivering, acquiring, possessing, storing, distributing, dispensing, selling, inducing another to use, administering to another, using or otherwise dealing with a controlled substance is an element.
  - (4) A conspiracy to commit, attempt to commit, or complicity in committing or attempting to commit, any offense under subsection (r)(1), (2) or (3) of this definition.
- (su) "*Drug dependent person.*" Has the same meaning as in ORC 3719.011.
- (tv) "*Drug of abuse.*" Has the same meaning as in ORC 3719.011.
- (uw) "*Felony drug abuse offense.*" Any drug abuse offense that would constitute a felony under the laws of this state, any other state or the United States.
- (vx) "*Fentanyl-related compound.*" Any of the following:
  - (1) Fentanyl;
  - (2) Alpha-methylfentanyl (N-[1-(alpha-methyl-beta-phenyl)ethyl-4-piperidyl] propionanilide; 1-(1-methyl-2-phenylethyl)-4-(N-propanilido) piperidine);
  - (3) Alpha-methylthiofentanyl (N-[1-methyl-2-(2-thienyl)ethyl-4-piperidyl]-N-phenylpropanamide);
  - (4) Beta-hydroxyfentanyl (N-[1-(2-hydroxy-2-phenethyl-4-piperidyl)-N-phenylpropanamide);
  - (5) Beta-hydroxy-3-methylfentanyl (other name: N-[1-(2-hydroxy-2-phenethyl)-3-methyl-4-piperidyl]-N-phenylpropanamide);
  - (6) 3-methylfentanyl (N-[3-methyl-1-(2-phenylethyl)-4-piperidyl]-N-phenylpropanamide);
  - (7) 3-methylthiofentanyl (N-[3-methyl-1-[2-(thienyl)ethyl]-4-piperidyl]-phenylpropanamide);
  - (8) Para-fluorofentanyl (N-(4-fluorophenyl)-N-[1-(2-phenethyl)-4-piperidyl]propanamide);

- (9) Thiofentanyl (N-phenyl-N-[1-(2-thienyl)ethyl-4-piperidiny]-propanamide;
- (10) Alfentanil;
- (11) Carfentanil;
- (12) Remifentanil;
- (13) Sufentanil;
- (14) Acetyl-alpha-methylfentanyl (N-[1-(1-methyl-2-phenethyl)-4-piperidiny]-N-phenyl-acetamide); and
- (15) Any compound that meets all of the following fentanyl pharmacophore requirements to bind at the mu receptor, as identified by a report from an established forensic laboratory, including acetylfentanyl, furanylfentanyl, valerylfentanyl, butyrylfentanyl, isobutyrylfentanyl, 4-methoxybutyrylfentanyl, para-fluorobutyrylfentanyl, acrylfentanyl, and ortho-fluorofentanyl:
  - A. A chemical scaffold consisting of both of the following:
    - 1. A five, six, or seven member ring structure containing a nitrogen, whether or not further substituted;
    - 2. An attached nitrogen to the ring, whether or not that nitrogen is enclosed in a ring structure, including an attached aromatic ring or other lipophilic group to that nitrogen.
  - B. A polar functional group attached to the chemical scaffold, including but not limited to a hydroxyl, ketone, amide, or ester;
  - C. An alkyl or aryl substitution off the ring nitrogen of the chemical scaffold; and
  - D. The compound has not been approved for medical use by the United States food and drug administration.

(wy) *"Harmful intoxicant."* Does not include beer or intoxicating liquor, but means any of the following:

- (1) Any compound, mixture, preparation or substance the gas, fumes or vapor of which when inhaled can induce intoxication, excitement, giddiness, irrational behavior, depression, stupefaction, paralysis, unconsciousness, asphyxiation or other harmful physiological effects, and includes but is not limited to any of the following:
  - A. Any volatile organic solvent, plastic cement, model cement, fingernail polish remover, lacquer thinner, cleaning fluid, gasoline or other preparation containing a volatile organic solvent.
  - B. Any aerosol propellant.
  - C. Any fluorocarbon refrigerant.
  - D. Any anesthetic gas.
- (2) Gamma Butyrolactone;
- (3) 1,4 Butanediol.

(xz) *"Hashish."* ~~The A<sub>1</sub> resin or a preparation of a the resin contained in marihuana, whether in solid form or in a liquid concentrate, liquid extract or liquid distillate form to which both of the~~ following apply:

- (1) It is contained in or derived from any part of the plant of the genus cannabis, whether in solid form or in a liquid concentrate, liquid extract, or liquid distillate form.
- (2) It has a delta-9 tetrahydrocannabinol concentration of more than three-tenths per cent.

"Hashish" does not include a hemp byproduct in the possession of a licensed hemp processor under ORC ch. 928, provided that the hemp byproduct is being produced, stored, and disposed of in accordance with rules adopted under ORC 928.03.

(yaa) "*Hypodermic*." Has the same meaning as in ORC 3719.01.

(zbb) "*Juvenile*." A person under eighteen years of age.

(aacc) "*Licensed health professional authorized to prescribe drugs*." Has the same meaning as in ORC 4729.01.

(bbdd) "*L.S.D.*" Lysergic acid diethylamide.

(eeee) "*Major drug offender*." Has the same meaning as in ORC 2929.01.

(deff) "*Mandatory prison term*." Has the same meaning as in ORC 2929.01.

(eeeg) "*Manufacture*." To plant, cultivate, harvest, process, make, prepare or otherwise engage in any part of the production of a drug, by propagation, extraction, chemical synthesis or compounding, or any combination of the same, and includes packaging, repackaging, labeling and other activities incident to production.

(ffhh) "*Manufacturer*." Has the same meaning as in ORC 3719.01.

(ggii) "*Marihuana*." Has the same meaning as in ORC 3719.01, except that it does not include hashish.

(hhjj) "*Methamphetamine*." Methamphetamine, any salt, isomer or salt of an isomer of methamphetamine, or any compound, mixture, preparation or substance containing methamphetamine or any salt, isomer or salt of an isomer of methamphetamine.

(ikk) "*Minor drug possession offense*." Either of the following:

- (1) A violation of ORC 2925.11, as it existed prior to July 1, 1996, or a substantially equivalent municipal ordinance.
- (2) A violation of ORC 2925.11, as it exists on and after July 1, 1996, or a substantially equivalent municipal ordinance, that is a misdemeanor or a felony of the fifth degree.

(jjll) "*Official written order*." Has the same meaning as in ORC 3719.01.

(kkmm) "*Person*." Has the same meaning as in ORC 3719.01.

(llnn) "*Pharmacist*." Has the same meaning as in ORC 3719.01.

(mmoo) "*Pharmacy*." Has the same meaning as in ORC 3719.01.

(napp) "*Possess*" or "*possession*." Having control over a thing or substance but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(eeqq) "*Prescription*." Has the same meaning as in ORC 4729.01.

(pprr) "*Presumption for a prison term*" or "*presumption that a prison term shall be imposed*." A presumption as described in ORC 2929.13(D) that a prison term is a necessary sanction for a felony in order to comply with the purposes and principles of sentencing under ORC 2929.11.

(eqss) "*Professional license*." Any license, permit, certificate, registration, qualification, admission, temporary license, temporary permit, temporary certificate or temporary registration that is described in ORC 2925.01(W)(1) to (W)(37) and that qualifies a person as a professionally licensed person.

(#tt) "*Professionally licensed person*." Any of the following:

- (1) A person who has received a certificate or temporary certificate as a certified public accountant or who has registered as a public accountant under ORC Chapter 4701 and who holds an Ohio permit issued under that chapter;

- (2) A person who holds a certificate of qualification to practice architecture issued or renewed and registered under ORC Chapter 4703;
- (3) A person who is registered as a landscape architect under ORC Chapter 4703 or who holds a permit as a landscape architect issued under that chapter;
- (4) A person licensed under ORC Chapter 4707;
- (5) A person who has been issued a certificate of registration as a registered barber under ORC Chapter 4709;
- (6) A person licensed and regulated to engage in the business of a debt pooling company by a legislative authority, under authority of ORC Chapter 4710;
- (7) A person who has been issued a cosmetologist's license, hair designer's license, manicurist's license, esthetician's license, natural hair stylist's license, advanced cosmetologist's license, advanced hair designer's license, advanced manicurist's license, advanced esthetician's license, advanced natural hair stylist's license, cosmetology instructor's license, hair design instructor's license, manicurist instructor's license, esthetics instructor's license, natural hair style instructor's license, independent contractor's license, or tanning facility permit under ORC Chapter 4713;
- (8) A person who has been issued a license to practice dentistry, a general anesthesia permit, a conscious sedation permit, a limited resident's license, a limited teaching license, a dental hygienist's license or a dental hygienist's teacher's certificate under ORC Chapter 4715;
- (9) A person who has been issued an embalmer's license, a funeral director's license, a funeral home license or a crematory license, or who has been registered for an embalmer's or funeral director's apprenticeship under ORC Chapter 4717;
- (10) A person who has been licensed as a registered nurse or practical nurse, or who has been issued a certificate for the practice of nurse-midwifery under ORC Chapter 4723;
- (11) A person who has been licensed to practice optometry or to engage in optical dispensing under ORC Chapter 4725;
- (12) A person licensed to act as a pawnbroker under ORC Chapter 4727;
- (13) A person licensed to act as a precious metals dealer under ORC Chapter 4728;
- (14) A person licensed under ORC Chapter 4729 as a pharmacist or pharmacy intern or registered under that chapter as a registered pharmacy technician, certified pharmacy technician, or pharmacy technician trainee;
- (15) A person licensed under ORC Chapter 4729 as a manufacturer of dangerous drugs, outsourcing facility, third-party logistics provider, repackager of dangerous drugs, wholesale distributor of dangerous drugs, or terminal distributor of dangerous drugs;
- (16) A person who is authorized to practice as a physician assistant under ORC Chapter 4730;
- (17) A person who has been issued a license to practice medicine and surgery, osteopathic medicine and surgery, or podiatric medicine and surgery under ORC Chapter 4731 or has been issued a certificate to practice a limited branch of medicine under that chapter;
- (18) A person licensed as a psychologist or school psychologist under ORC Chapter 4732;
- (19) A person registered to practice the profession of engineering or surveying under ORC Chapter 4733;
- (20) A person who has been issued a license to practice chiropractic under ORC Chapter 4734;

- (21) A person licensed to act as a real estate broker or real estate salesperson under ORC Chapter 4735;
  - (22) A person registered as a registered environmental health specialist under ORC Chapter 4736;
  - (23) A person licensed to operate or maintain a junkyard under ORC Chapter 4737;
  - (24) A person who has been issued a motor vehicle salvage dealer's license under ORC Chapter 4738;
  - (25) A person who has been licensed to act as a steam engineer under ORC Chapter 4739;
  - (26) A person who has been issued a license or temporary permit to practice veterinary medicine or any of its branches, or who is registered as a graduate animal technician under ORC Chapter 4741;
  - (27) A person who has been issued a hearing aid dealer's or fitter's license or trainee permit under ORC Chapter 4747;
  - (28) A person who has been issued a class A, class B or class C license or who has been registered as an investigator or security guard employee under ORC Chapter 4749;
  - (29) A person licensed to practice as a nursing home administrator under ORC Chapter 4751;
  - (30) A person licensed to practice as a speech-language pathologist or audiologist under ORC Chapter 4753;
  - (31) A person issued a license as an occupational therapist or physical therapist under ORC Chapter 4755;
  - (32) A person who is licensed as a licensed professional clinical counselor, licensed professional counselor, social worker, independent social worker, independent marriage and family therapist, or marriage and family therapist, or registered as a social work assistant under ORC Chapter 4757;
  - (33) A person issued a license to practice dietetics under ORC Chapter 4759;
  - (34) A person who has been issued a license or limited permit to practice respiratory therapy under ORC Chapter 4761;
  - (35) A person who has been issued a real estate appraiser certificate under ORC Chapter 4763;
  - (36) A person who has been issued a home inspector license under ORC Chapter 4764;
  - (37) A person who has been admitted to the bar by order of the Ohio Supreme Court in compliance with its prescribed and published rules.
- (~~ss~~uu) "*Public premises.*" Any hotel, restaurant, tavern, store, arena, hall or other place of public accommodation, business, amusement or resort.
- (~~tt~~vv) "*Sale.*" Has the same meaning as in ORC 3719.01.
- (~~tt~~ww) "*Sample drug.*" A drug or pharmaceutical preparation that would be hazardous to health or safety if used without the supervision of a licensed health professional authorized to prescribe drugs, or a drug of abuse, and that, at one time, had been placed in a container plainly marked as a sample by a manufacturer.
- (~~vv~~xx) "*Schedule I*", "*Schedule II*", "*Schedule III*", "*Schedule IV*" or "*Schedule V.*" Have the same meaning as in ORC 3719.01.
- (~~ww~~yy) "*School.*" Any school operated by a board of education, any community school established under ORC Chapter 3314, or any nonpublic school for which the State Board of Education prescribes minimum standards under ORC 3301.07, whether or not any instruction,



extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.

(~~xxzz~~) "*School building.*" Any building in which any of the instruction, extracurricular activities or training provided by a school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted in the school building at the time a criminal offense is committed.

(~~yyaaa~~) "*School premises.*" Either of the following:

- (1) The parcel of real property on which any school is situated, whether or not any instruction, extracurricular activities, or training provided by the school is being conducted on the premises at the time a criminal offense is committed.
- (2) Any other parcel of real property that is owned or leased by a board of education of a school, the governing authority of a community school established under ORC Chapter 3314, or the governing body of a nonpublic school for which the State Board of Education prescribes minimum standards under ORC 3301.07 and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities, or training provided by the school is being conducted on the parcel of real property at the time a criminal offense is committed.

(~~zzbbb~~) "*Standard Pharmaceutical Reference Manual.*" The current edition, with cumulative changes if any, of references that are approved by the State Board of Pharmacy.

(~~aaaccc~~) "*Unit dose.*" An amount or unit or a compound, mixture or preparation containing a controlled substance that is separately identifiable and in a form that indicates that it is the amount or unit by which the controlled substance is separately administered to or taken by an individual.

(~~bbbdd~~) "*Wholesaler.*" Has the same meaning as in ORC 3719.01. (ORC 2925.01)

( Ord. No. 21-31 , § 1(Exh. A), 10-25-21.)

## 517.01 DEFINITIONS.

As used in this chapter:

- (a) "Bookmaking" means the business of receiving or paying off bets.
- (b) "Bet" means the hazarding of anything of value upon the result of an event, undertaking or contingency, but does not include a bona fide business risk.
- (c) "Scheme of chance" means a slot machine unless authorized under ORC Chapter 3772, lottery unless authorized under ORC Chapter 3770, numbers game, pool conducted for profit, or other scheme in which a participant gives a valuable consideration for a chance to win a prize, but does not include bingo, a skill-based amusement machine, or a pool not conducted for profit. "Scheme of chance" includes the use of an electronic device to reveal the results of a game entry if valuable consideration is paid, directly or indirectly, for a chance to win a prize. Valuable consideration is deemed to be paid for a chance to win a prize in the following instances:
  - (1) Less than fifty percent of the goods or services sold by a scheme of chance operator in exchange for game entries are used or redeemed by participants at any one location;
  - (2) Less than fifty percent of participants who purchase goods or services at any one location do not accept, use or redeem the goods or services sold or purportedly sold;
  - (3) More than fifty percent of prizes at any one location are revealed to participants through an electronic device simulating a game of chance or a "casino game" as defined in ORC 3772.01;

- (4) The good or service sold by a scheme of chance operator in exchange for a game entry cannot be used or redeemed in the manner advertised;
  - (5) A participant pays more than fair market value for goods or services offered by a scheme of chance operator in order to receive one or more game entries;
  - (6) A participant may use the electronic device to purchase additional game entries;
  - (7) A participant may purchase additional game entries by using points or credits won as prizes while using the electronic device;
  - (8) A scheme of chance operator pays out in prize money more than twenty percent of the gross revenue received at one location; or
  - (9) A participant makes a purchase or exchange in order to obtain any good or service that may be used to facilitate play on the electronic device.
- As used in this subsection, "electronic device" means a mechanical, video, digital or electronic machine or device that is capable of displaying information on a screen or other mechanism and that is owned, leased or otherwise possessed by any person conducting a scheme of chance, or by that person's partners, affiliates, subsidiaries or contractors. "Electronic device" does not include an electronic instant bingo system.
- (d) "Game of chance" means poker, craps, roulette, or other game in which a player gives anything of value in the hope of gain, the outcome of which is determined largely by chance, but does not include bingo.
  - (e) "Game of chance conducted for profit" means any game of chance designed to produce income for the person who conducts or operates the game of chance, but does not include bingo.
  - (f) "Gambling device" means any of the following:
    - (1) A book, totalizer or other equipment for recording bets;
    - (2) A ticket, token or other device representing a chance, share or interest in a scheme of chance or evidencing a bet;
    - (3) A deck of cards, dice, gaming table, roulette wheel, slot machine, or other apparatus designed for use in connection with a game of chance;
    - (4) Any equipment, device, apparatus or paraphernalia specially designed for gambling purposes;
    - (5) Bingo supplies sold or otherwise provided, or used, in violation of this chapter.
  - (g) "Gambling offense" means the following:
    - (1) A violation ~~this chapter~~ ~~ORC 2015.02 to 2015.092, 2015.10 or 2015.11;~~
    - (2) A violation of an existing or former municipal ordinance or law of this or any other state or the United States substantially equivalent to any ~~section listed in subsection (g)(1) hereof~~ provision of this chapter or a violation of ORC 2915.06 as it existed prior to July 1, 1996;
    - (3) An offense under an existing or former municipal ordinance or law of this or any other state or the United States, of which gambling is an element;
    - (4) A conspiracy or attempt to commit, or complicity in committing an offense under subsection (g)(1), (2) or (3) hereof.
  - (h) Except as otherwise provided in this chapter, "charitable organization" means either of the following:
    - (1) An organization that is ~~and has received from the Internal Revenue Service a determination letter that currently is in effect stating that the organization is,~~ exempt from



federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code;

- (2) A volunteer rescue service organization, volunteer firefighter's organization, veteran's organization, fraternal organization, or sporting organization that is exempt from federal, income taxation under subsection 501(c)(4), (c)(7), (c)(8), (c)(10) or (c)(19) of the Internal Revenue Code.

To qualify as a charitable organization, an organization shall have been in continuous existence as such in this State for a period of two years immediately preceding either the making of an application for a bingo license under ORC 2915.08 or the conducting of any game of chance as provided in subsection (D) of ORC 2915.02.

- (i) "Religious organization" means any church, body of communicants or group that is not organized or operated for profit, that gathers in common membership for regular worship and religious observances.
- (j) "Veteran's organization" means any individual post or state headquarters of a national veteran's association or an auxiliary unit of any individual post of a national veteran's association, which post, state headquarters, or auxiliary unit is incorporated as a nonprofit corporation and either has received a letter from the state headquarters of the national veteran's association indicating that the individual post or auxiliary unit is in good standing with the national veteran's association or has received a letter from the national veteran's association indicating that the state headquarters is in good standing with the national veteran's association. As used in this subsection, "national veteran's association" means any veteran's association that has been in continuous existence as such for a period of at least five years and either is incorporated by an act of the United States congress or has a national dues-paying membership of at least five thousand persons.
- (k) "Volunteer firefighter's organization" means any organization of volunteer firefighters, as defined in ORC 146.01, that is organized and operated exclusively to provide financial support for a volunteer fire department or a volunteer fire company and that is recognized or ratified by a county, municipal corporation, or township.
- (l) "Fraternal organization" means any society, order, state headquarters, or association within this State, except a college or high school fraternity, that is not organized for profit, that is a branch, lodge or chapter of a national or state organization, that exists exclusively for the common business of sodality of its members.
- (m) "Volunteer rescue service organization" means any organization of volunteers organized to function as an emergency medical service organization as defined in ORC 4765.01.
- (n) "Charitable bingo game" means any bingo game described in subsection (o)(1) or (2) of this section that is conducted by a charitable organization that has obtained a license pursuant to ORC 2915.08 and the proceeds of which are used for a charitable purpose.
- (o) "Bingo" means either of the following:
  - (1) A game with all of the following characteristics:
    - A. The participants use bingo cards or sheets, including paper formats and electronic representation or image formats, that are divided into twenty-five spaces arranged in five horizontal and five vertical rows of spaces, with each space, except the central space, being designated by a combination of a letter and a number and with the central space being designated as a free space.
    - B. The participants cover the space on the bingo cards or sheets that correspond to combinations of letters and numbers that are announced by a bingo game operator.
    - C. A bingo game operator announces combinations of letters and numbers that appear on objects that a bingo game operator selects by chance, either manually or mechanically from a receptacle that contains seventy-five objects at the beginning

of each game, each object marked by a different combination of a letter and a number that corresponds to one of the seventy-five possible combinations of a letter and a number that can appear on the bingo cards or sheets.

- D. The winner of the bingo game includes any participant who properly announces during the interval between the announcements of letters and numbers as described in subsection (o)(1)C. hereof, that a predetermined and preannounced pattern of spaces has been covered on a bingo card or sheet being used by a participant.

- (2) Instant bingo, ~~punch boards~~ electronic instant bingo and raffles.
- (p) "Conduct" means to back, promote, organize, manage, carry on, sponsor, or prepare for the operation of bingo or a game of chance, a scheme of chance, or a sweepstakes.
- (q) "Bingo game operator" means any person, except security personnel, who performs work or labor at the site of bingo, including, but not limited to, collecting money from participants, handing out bingo cards or sheets or objects to cover spaces on bingo cards or sheets, selecting from a receptacle the objects that contain the combination of letters and numbers that appear on bingo cards or sheets, calling out the combinations of letters and numbers, distributing prizes, selling or redeeming instant bingo tickets or cards, ~~selling or redeeming electronic instant bingo tickets, credits, or vouchers, accessing an electronic instant bingo system other than as a participant,~~ supervising the operation of a punch board, selling raffle tickets, selecting raffle tickets from a receptacle and announcing the winning numbers in a raffle, and preparing, selling, and serving food or beverages. "Bingo game operator" does not include a person who is installing, maintaining, updating, or repairing an electronic instant bingo system.
- (r) "Participant" means any person who plays bingo.
- (s) "Bingo session" means a period that includes both of the following:
- (1) Not to exceed five continuous hours for the conduct of one or more games described in subsection (o)(1) of this section, instant bingo, and ~~seal cards~~ electronic instant bingo;
  - (2) A period for the conduct of instant bingo and ~~seal cards~~ electronic instant bingo for not more than two hours before and not more than two hours after the period described in subsection (s)(1) of this section.
- (t) "Gross receipts" means all money or assets, including admission fees, that a person receives from bingo without the deduction of any amounts for prizes paid out or for the expenses of conducting bingo. "Gross receipts" does not include any money directly taken in from the sale of food or beverages by a charitable organization conducting bingo, or by a bona fide auxiliary unit or society of a charitable organization conducting bingo, provided all of the following apply:
- (1) The auxiliary unit or society has been in existence as a bona fide auxiliary unit or society of the charitable organization for at least two years prior to conducting bingo.
  - (2) The person who purchases the food or beverage receives nothing of value except the food or beverage and items customarily received with the purchase of that food or beverage.
  - (3) The food and beverages are sold at customary and reasonable prices.
- (u) "Security personnel" includes any person who either is a sheriff, deputy sheriff, marshal, deputy marshal, township constable, or a police officer of a municipal corporation or has successfully completed a peace officer's training course pursuant to ORC 109.71 to 109.79 and who is hired to provide security for the premises on which bingo is conducted.
- (v) "Charitable purpose" means that the net profit of bingo, other than instant bingo or electronic instant bingo, is used by, or is given, donated, or otherwise transferred to, any of the following:

- (1) Any organization that is described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that is tax exempt under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code;
  - (2) A veteran's organization that is a post, chapter, or organization of veterans, or an auxiliary unit or society of, or a trust or foundation for, any such post, chapter, or organization organized in the United States or any of its possessions, at least seventy-five percent of the members of which are veterans and substantially all of the other members of which are individuals who are spouses, widows, or widowers of veterans, or such individuals, provided that no part of the net earnings of such post, chapter, or organization inures to the benefit of any private shareholder or individual, and further provided that the net profit is used by the post, chapter, or organization for the charitable purposes set forth in subsection (B)(12) of ORC 5739.02, is used for awarding scholarships to or for attendance at an institution mentioned in subsection (B)(12) of ORC 5739.02, is donated to a governmental agency, or is used for nonprofit youth activities, the purchase of United States or Ohio flags that are donated to schools, youth groups, or other bona fide nonprofit organizations, promotion of patriotism, or disaster relief;
  - (3) A fraternal organization that has been in continuous existence in this State for fifteen years and that uses the net profit exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals if contributions for such use would qualify as a deductible charitable contribution under subsection 170 of the Internal Revenue Code;
  - (4) A volunteer firefighter's organization that uses the net profit for the purposes set forth in subsection (k) of this section.
- (w) "Internal Revenue Code" means the Internal Revenue Code of 1986, 100 Stat. 2085, 26 U.S.C. 1, as now or hereafter amended.
- (x) "Youth athletic organization" means any organization, not organized for profit, that is organized and operated exclusively to provide financial support to, or to operate, athletic activities for persons who are twenty-one years of age or younger by means of sponsoring, organizing, operating or contributing to the support of an athletic team, club, league or association.
- (y) "Youth athletic park organization" means any organization, not organized for profit, that satisfies both of the following:
- (1) It owns, operates and maintains playing fields that satisfy both of the following:
    - A. The playing fields are used at least one hundred days per year for athletic activities by one or more organizations not organized for profit, each of which is organized and operated exclusively to provide financial support to, or to operate, athletic activities for persons who are eighteen years of age or younger by means of sponsoring, organizing, operating or contributing to the support of an athletic team, club, league or association;
    - B. The playing fields are not used for any profit-making activity at any time during the year;
  - (2) It uses the proceeds of bingo it conducts exclusively for the operation, maintenance and improvement of its playing fields of the type described in paragraph (1) hereof.
- (z) "Bingo supplies" means bingo cards or sheets; instant bingo tickets or cards; electronic bingo aids; raffle tickets; punch boards; seal cards; instant bingo ticket dispensers; [electronic instant bingo systems](#); and devices for selecting or displaying the combination of bingo letters and numbers or raffle tickets. Items that are "bingo supplies" are not gambling devices if sold or otherwise provided, and used, in accordance with this chapter. For purposes of this chapter, "bingo supplies" are not to be considered equipment used to conduct a bingo game.

- (aa) "Instant bingo" means a form of bingo that shall use folded or banded tickets or paper cards with perforated break-open tabs, a face of which is covered or otherwise hidden from view to conceal a number, letter, or symbol, or set of numbers, letters, or symbols, some of which have been designated in advance as prize winners, and may also include games in which some winners are determined by the random selection of one or more bingo numbers by the use of a seal card or bingo blower. "Instant bingo" also includes a punch board game. In all "instant bingo" the prize amount and structure shall be predetermined. "Instant bingo" does not include electronic instant bingo or any device that is activated by the insertion of a coin, currency, token, or an equivalent, and that contains as one of its components a video display monitor that is capable of displaying numbers, letters, symbols, or characters in winning or losing combinations.
- (bb) "Seal card" means a form of instant bingo that uses instant bingo tickets in conjunction with a board or placard that contains one or more seals that, when removed or opened, reveal predesignated winning numbers, letters, or symbols.
- (cc) "Raffle" means a form of bingo in which the one or more prizes are won by one or more persons who have purchased a raffle ticket. The one or more winners of the raffle are determined by drawing a ticket stub or other detachable section from a receptacle containing ticket stubs or detachable sections corresponding to all tickets sold for the raffle. "Raffle" does not include the drawing of a ticket stub or other detachable section of a ticket purchased to attend a professional sporting event if both of the following apply:
- (1) The ticket stub or other detachable section is used to select the winner of a free prize given away at the professional sporting event; and
  - (2) The cost of the ticket is the same as the cost of a ticket to the professional sporting event on days when no free prize is given away.
- (dd) "Punch board" means a form of instant bingo that uses a board containing a number of holes or receptacles of uniform size in which are placed, mechanically and randomly, serially numbered slips of paper that may be punched or drawn from the hole or receptacle ~~when used in conjunction with instant bingo~~. A player may punch or draw the numbered slips of paper from the holes or receptacles and obtain the prize established for the game if the number drawn corresponds to a winning number or, if the punch board includes the use of a seal card, a potential winning number.
- (ee) "Gross profit" means gross receipts minus the amount actually expended for the payment of prize awards.
- (ff) "Net profit" means gross profit minus expenses.
- (gg) "Expenses" means the reasonable amount of gross profit actually expended for all of the following:
- (1) The purchase or lease of bingo supplies;
  - (2) The annual license fee required under ORC 2915.08;
  - (3) Bank fees and service charges for a bingo session or game account described in ORC 2915.10;
  - (4) Audits and accounting services;
  - (5) Safes;
  - (6) Cash registers;
  - (7) Hiring security personnel;
  - (8) Advertising bingo;
  - (9) Renting premises in which to conduct a bingo session;

- (10) Tables and chairs;
  - (11) Expenses for maintaining and operating a charitable organization's facilities, including, but not limited to, a post home, club house, lounge, tavern, or canteen and any grounds attached to the post home, club house, lounge, tavern, or canteen;
  - (12) Payment of real property taxes and assessments that are levied on a premises on which bingo is conducted;
  - (13) Any other product or service directly related to the conduct of bingo that is authorized in rules adopted by the Attorney General under [ORC § 2915.08\(F\)\(1\)](#) ~~subsection (B)(1) of ORC 2915.08~~.
- (hh) "Person" has the same meaning as in ORC 1.59 and includes any firm or any other legal entity, however organized.
- (ii) "Revoke" means to void permanently all rights and privileges of the holder of a license issued under ORC 2915.08, 2915.081, or 2915.082 or a charitable gaming license issued by another jurisdiction.
- (jj) "Suspend" means to interrupt temporarily all rights and privileges of the holder of a license issued under ORC 2915.08, 2915.081, or 2915.082 or a charitable gaming license issued by another jurisdiction.
- (kk) "Distributor" means any person who purchases or obtains bingo supplies and who does either of the following:
- (1) Sells, offers for sale, or otherwise provides or offers to provide the bingo supplies to another person for use in this State;
  - (2) Modifies, converts, adds to, or removes parts from the bingo supplies to further their promotion or sale for use in this State.
- (ll) "Manufacturer" means any person who assembles completed bingo supplies from raw materials, other items, or subparts or who modifies, converts, adds to, or removes parts from bingo supplies to further their promotion or sale.
- (mm) "Gross annual revenues" means the annual gross receipts derived from the conduct of bingo described in subsection (o)(1) of this section plus the annual net profit derived from the conduct of bingo described in subsection (o)(2) of this section.
- (nn) "Instant bingo ticket dispenser" means a mechanical device that dispenses an instant bingo ticket or card as the sole item of value dispensed and that has the following characteristics:
- (1) It is activated upon the insertion of United States currency.
  - (2) It performs no gaming functions.
  - (3) It does not contain a video display monitor or generate noise.
  - (4) It is not capable of displaying any numbers, letters, symbols, or characters in winning or losing combinations.
  - (5) It does not simulate or display rolling or spinning reels.
  - (6) It is incapable of determining whether a dispensed bingo ticket or card is a winning or nonwinning ticket or card and requires a winning ticket or card to be paid by a bingo game operator.
  - (7) It may provide accounting and security features to aid in accounting for the instant bingo tickets or cards it dispenses.
  - (8) It is not part of an electronic network and is not interactive.

- (oo) (1) "Electronic bingo aid" means an electronic device used by a participant to monitor bingo cards or sheets purchased at the time and place of a bingo session and that does all of the following:
- A. It provides a means for a participant to input numbers and letters announced by a bingo caller.
  - B. It compares the numbers and letters entered by the participant to the bingo faces previously stored in the memory of the device.
  - C. It identifies a winning bingo pattern.
- (2) "Electronic bingo aid" does not include any device into which a coin, currency, token, or an equivalent is inserted to activate play.
- (pp) "Deal ~~of instant bingo tickets~~" means a single game of instant bingo tickets ~~or a single game of electronic instant bingo tickets~~, all with the same serial number.
- (qq) (1) "Slot machine" means either of the following:
- A. Any mechanical, electronic, video, or digital device that is capable of accepting anything of value, directly or indirectly, from or on behalf of a player who gives the thing of value in the hope of gain;
  - B. Any mechanical, electronic, video, or digital device that is capable of accepting anything of value, directly or indirectly, from or on behalf of a player to conduct bingo or a scheme or game of chance.
- (2) "Slot machine" does not include a skill-based amusement machine or an instant bingo ticket dispenser, ~~or an electronic instant bingo system~~.
- (rr) "Net profit from the proceeds of the sale of instant bingo ~~or electronic instant bingo~~" means gross profit minus the ordinary, necessary, and reasonable expense expended for the purchase of ~~instant~~ bingo supplies ~~for the purpose of conducting instant bingo or electronic instant bingo~~, and, in the case of instant bingo ~~or electronic instant bingo~~ conducted by a veteran's, fraternal or sporting organization, minus the payment by that organization of real property taxes, and assessments levied on a premises on which instant bingo ~~or electronic instant bingo~~ is conducted.
- (ss) "Charitable instant bingo organization" means an organization that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code and is a charitable organization as defined in this section. A "charitable instant bingo organization" does not include a charitable organization that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code and that is created by a veteran's organization, a fraternal organization, or a sporting organization in regards to bingo conducted or assisted by a veteran's organization, a fraternal organization, or a sporting organization pursuant to ORC 2915.13.
- (tt) "Game flare" means the board or placard, ~~or electronic representation of a board or placard~~, that accompanies each deal of instant bingo ~~or electronic instant bingo~~ tickets and that ~~has printed on or affixed to it~~ includes the following information for the game:
- (1) The name of the game;
  - (2) The manufacturer's name or distinctive logo;
  - (3) The form number;
  - (4) The ticket count;
  - (5) The prize structure, including the number of winning instant bingo tickets by denomination and the respective winning symbol or number combinations for the winning instant bingo tickets;



- (6) The cost per play;
  - (7) The serial number of the game.
- (uu) (1) "Skill-based amusement machine" means mechanical, video, digital, or electronic device that rewards the player or players, if at all, only with merchandise prizes or with redeemable vouchers redeemable only for merchandise prizes, provided that with respect to rewards for playing the game all of the following apply:
- A. The wholesale value of a merchandise prize awarded as a result of the single play of a machine does not exceed ten dollars;
  - B. Redeemable vouchers awarded for any single play of a machine are not redeemable for a merchandise prize with a wholesale value of more than ten dollars;
  - C. Redeemable vouchers are not redeemable for a merchandise prize that has a wholesale value of more than ten dollars times the fewest number of single plays necessary to accrue the redeemable vouchers required to obtain that prize; and
  - D. Any redeemable vouchers or merchandise prizes are distributed at the site of the skill-based amusement machine at the time of play.
- A card for the purchase of gasoline is a redeemable voucher for purposes of subsection (uu)(1) of this section even if the skill-based amusement machine for the play of which the card is awarded is located at a place where gasoline may not be legally distributed to the public or the card is not redeemable at the location of, or at the time of playing, the skill-based amusement machine.
- (2) A device shall not be considered a skill-based amusement machine and shall be considered a slot machine if it pays cash or one or more of the following apply:
- A. The ability of a player to succeed at the game is impacted by the number or ratio of prior wins to prior losses of players playing the game;
  - B. Any reward of redeemable vouchers is not based solely on the player achieving the object of the game or the player's score;
  - C. The outcome of the game, or the value of the redeemable voucher or merchandise prize awarded for winning the game, can be controlled by a source other than any player playing the game.
  - D. The success of any player is or may be determined by a chance event that cannot be altered by player actions.
  - E. The ability of any player to succeed at the game is determined by game features not visible or known to the player.
  - F. The ability of the player to succeed at the game is impacted by the exercise of a skill that no reasonable player could exercise.
- (3) All of the following apply to any machine that is operated as described in subsection (uu)(1) of this section:
- A. As used in subsection (uu) of this section, "game" and "play" mean one event from the initial activation of the machine until the results of play are determined without payment of additional consideration. An individual utilizing a machine that involves a single game, play, contest, competition or tournament may be awarded redeemable vouchers or merchandise prizes based on the results of play.
  - B. Advance play for a single game, play, contest, competition or tournament participation may be purchased. The cost of the contest, competition, or tournament participation may be greater than a single noncontest, competition or tournament play.

- C. To the extent that the machine is used in a contest, competition or tournament, that contest, competition, or tournament has a defined starting and ending date and is open to participants in competition for scoring and ranking results toward the awarding of redeemable vouchers or merchandise prizes that are stated prior to the start of the contest, competition or tournament.
- (4) For purposes of subsection (uu)(1) of this section, the mere presence of a device, such as a pin-setting, ball-releasing, or scoring mechanism, that does not contribute to or affect the outcome of the play of the game does not make the device a skill-based amusement machine.
- (vv) "Merchandise prize" means any item of value, but shall not include any of the following:
- (1) Cash, gift cards, or any equivalent thereof;
  - (2) Plays on games of chance, state lottery tickets, or bingo ~~or instant bingo~~;
  - (3) Firearms, tobacco, or alcoholic beverages; or
  - (4) A redeemable voucher that is redeemable for any of the items listed in subsection (vv)(1), (2) or (3) of this section.
- (ww) "Redeemable voucher" means any ticket, token, coupon, receipt, or other noncash representation of value.
- (xx) "Pool not conducted for profit" means a scheme in which a participant gives a valuable consideration for a chance to win a prize and the total amount of consideration wagered is distributed to a participant or participants.
- (yy) "Sporting organization" means a hunting, fishing or trapping organization, other than a college or high school fraternity or sorority, that is not organized for profit, that is affiliated with a state or national sporting organization, including but not limited to, the league of Ohio sportsmen, and that has been in continuous existence in this State for a period of three years.
- (zz) "Community action agency" has the same meaning as in ORC 122.66.
- (aaa) (1) "Sweepstakes terminal device" means a mechanical, video, digital or electronic machine or device that is owned, leased or otherwise possessed by any person conducting a sweepstakes, or by that person's partners, affiliates, subsidiaries, or contractors, that is intended to be used by a sweepstakes participant, and that is capable of displaying information on a screen or other mechanism. A device is a sweepstakes terminal device if any of the following apply:
- A. The device uses a simulated game terminal as a representation of the prizes associated with the results of the sweepstakes entries.
  - B. The device utilizes software such that the simulated game influences or determines the winning of or value of the prize.
  - C. The device selects prizes from a predetermined finite pool of entries.
  - D. The device utilizes a mechanism that reveals the content of a predetermined sweepstakes entry.
  - E. The device predetermines the prize results and stores those results for delivery at the time the sweepstakes entry results are revealed.
  - F. The device utilizes software to create a game result.
  - G. The device reveals the prize incrementally, even though the device does not influence the awarding of the prize or the value of any prize awarded.
  - H. The device determines and associates the prize with an entry or entries at the time the sweepstakes is entered.



- (2) As used in this subsection and in Section 517.02:
- A. "Enter" means the act by which a person becomes eligible to receive any prize offered in a sweepstakes.
  - B. "Entry" means one event from the initial activation of the sweepstakes terminal device until all of the sweepstakes prize results from that activation are revealed.
  - C. "Prize" means any gift, award, gratuity, good, service, credit, reward or any other thing of value that may be transferred to a person, whether possession of the prize is actually transferred, or placed on an account or other record as evidence of the intent to transfer the prize.
  - D. "Sweepstakes terminal device facility" means any location in this Municipality where a sweepstakes terminal device is provided to a sweepstakes participant, except as provided in ORC 2915.02(G).
- (bbb)"Sweepstakes" means any game, contest, advertising scheme or plan, or other promotion where consideration is not required for a person to enter to win or become eligible to receive any prize, the determination of which is based upon chance. "Sweepstakes" does not include bingo as authorized under this chapter, pari-mutuel wagering as authorized by ORC Chapter 3769, lotteries conducted by the State Lottery Commission as authorized by ORC Chapter 3770, and casino gaming as authorized by ORC Chapter 3772. (ORC 2915.01)
- (ccc)(1) "Electronic instant bingo" means a form of bingo that consists of an electronic or digital representation of instant bingo in which a participant wins a prize if the participant's electronic instant bingo ticket contains a combination of numbers or symbols that was designated in advance as a winning combination, and to which all of the following apply:
- (A) Each deal has a predetermined, finite number of winning and losing tickets and a predetermined prize amount and deal structure, provided that there may be multiple winning combinations in each deal and multiple winning tickets.
  - (B) Each electronic instant bingo ticket within a deal has a unique serial number that is not regenerated.
  - (C) Each electronic instant bingo ticket within a deal is sold for the same price.
  - (D) After a participant purchases an electronic instant bingo ticket, the combination of numbers or symbols on the ticket is revealed to the participant.
  - (E) The reveal of numbers or symbols on the ticket may incorporate an entertainment or bonus theme, provided that the reveal does not include spinning reels that resemble a slot machine.
  - (F) The reveal theme, if any, does not require additional consideration or award any prize other than any predetermined prize associated with the electronic instant bingo ticket.
- (2) "Electronic instant bingo" shall not include any of the following:
- (A) Any game, entertainment, or bonus theme that replicates or simulates any of the following:
    - (i) The gambling games of keno, blackjack, roulette, poker, craps, other casino-style table games;
    - (ii) Horse racing;

(iii) Gambling games offered in this state on slot machines or video lottery terminals. As used in this division, "video lottery terminal" has the same meaning as in ORC 3770.21.

(B) Any device operated by dropping one or more coins or tokens into a slot and pulling a handle or pushing a button or touchpoint on a touchscreen to activate one to three or more rotating reels marked into horizontal segments by varying symbols, where the predetermined prize amount depends on how and how many of the symbols line up when the rotating reels come to a rest;

(B) Any device that includes a coin or token slot, tray, or hopper and the ability to dispense coins, cash, tokens, or anything of value other than a credit ticket voucher.

(ddd) "Electronic instant bingo system" means both of the following:

(1) A mechanical, electronic, digital, or video device and associated software to which all of the following apply:

(A) It is used by not more than one player at a time to play electronic instant bingo on a single screen that is physically connected to the device;

(B) It is located on the premises of the principal place of business of a veteran's or fraternal organization that holds a type II or type III bingo license to conduct electronic instant bingo at that location issued under ORC 2915.08.

(2) Any associated equipment or software used to manage, monitor, or document any aspect of electronic instant bingo.

#### **517.06 METHODS OF CONDUCTING A BINGO GAME; PROHIBITIONS.**

- (a) No charitable organization that conducts bingo shall fail to do any of the following:
  - (1) Own all of the equipment used to conduct bingo or lease that equipment from a charitable organization that is licensed to conduct bingo, or from the landlord of a premises where bingo is conducted, for a rental rate that is not more than is customary and reasonable for that equipment;
  - (2) Use, or give, donate, or otherwise transfer, all of the net profit derived from bingo, ~~other than instant bingo,~~ described in division (O)(1) of ORC 2915.01 for a charitable purpose listed in its license application and described in Section 517.01(v), or distribute all of the net profit from the proceeds of the sale of instant bingo ~~or electronic instant bingo,~~ as stated in its license application and in accordance with ORC 2915.101, ~~as applicable.~~
- (b) No charitable organization that conducts a bingo game described in Section 517.01(o)(1) shall fail to do any of the following:
  - (1) Conduct the bingo game on premises that are owned by the charitable organization, on premises that are owned by another charitable organization and leased from that charitable organization for a rental rate not in excess of the lesser of six hundred dollars (\$600.00) per bingo session or forty-five percent of the gross receipts of the bingo session, on premises that are leased from a person other than a charitable organization for a rental rate that is not more than is customary and reasonable for premises that are similar in location, size, and quality but not in excess of four hundred fifty dollars (\$450.00) per bingo session, or on premises that are owned by a person other than a charitable organization, that are leased from that person by another charitable organization, and that are subleased from that other charitable organization by the charitable organization for a rental rate not in excess of four hundred fifty dollars (\$450.00) per bingo session. No charitable organization is required to pay property taxes or assessments on premises that the charitable organization leases from another person to

- conduct bingo sessions. If the charitable organization leases from a person other than a charitable organization the premises on which it conducts bingo sessions, the lessor of the premises shall provide the premises to the organization and shall not provide the organization with bingo game operators, security personnel, concessions or concession operators, bingo supplies, or any other type of service. A charitable organization shall not lease or sublease premises that it owns or leases to more than three other charitable organizations per calendar week for conducting bingo sessions on the premises. A person that is not a charitable organization shall not lease premises that it owns, leases, or otherwise is empowered to lease to more than three charitable organizations per calendar week for conducting bingo sessions on the premises. In no case shall more than nine bingo sessions be conducted on any premises in any calendar week;
- (2) Display its license conspicuously at the premises where the bingo session is conducted;
  - (3) Conduct the bingo session in accordance with the definition of bingo set forth in Section 517.01(o)(1).
- (c) No charitable organization that conducts a bingo game described in Section 517.01(o)(1) shall do any of the following:
- (1) Pay any compensation to a bingo game operator for operating a bingo session that is conducted by the charitable organization or for preparing, selling, or serving food or beverages at the site of the bingo session, permit any auxiliary unit or society of the charitable organization to pay compensation to any bingo game operator who prepares, sells, or serves food or beverages at a bingo session conducted by the charitable organization, or permit any auxiliary unit or society of the charitable organization to prepare, sell, or serve food or beverages at a bingo session conducted by the charitable organization, if the auxiliary unit or society pays any compensation to the bingo game operators who prepare, sell, or serve the food or beverages;
  - (2) Pay consulting fees to any person for any services performed in relation to the bingo session;
  - (3) Pay concession fees to any person who provides refreshments to the participants in the bingo session;
  - (4) Except as otherwise provided in subsection (c)(4) of this section, conduct more than three bingo sessions in any seven-day period. A volunteer firefighter's organization or a volunteer rescue service organization that conducts not more than five bingo sessions in a calendar year may conduct more than three bingo sessions in a seven-day period after notifying the Attorney General when it will conduct the sessions;
  - (5) Pay out more than six thousand dollars (\$6,000) in prizes for bingo games described in Section 517.01(o)(1) during any bingo session that is conducted by the charitable organization. "Prizes" does not include awards from the conduct of instant bingo;
  - (6) Conduct a bingo session at any time during the eight-hour period between two a.m. and ten a.m., at any time during, or within ten hours of, a bingo game conducted for amusement only pursuant to ORC 2915.12, at any premises not specified on its license, or on any day of the week or during any time period not specified on its license. Subsection (c)(6) of this section does not prohibit the sale of instant bingo tickets beginning at nine a.m. for a bingo session that begins at ten a.m. If circumstances make it impractical for the charitable organization to conduct a bingo session at the premises, or on the day of the week or at the time, specified on its license or if a charitable organization wants to conduct bingo sessions on a day of the week or at a time other than the day or time specified on its license, the charitable organization may apply in writing to the Attorney General for an amended license, pursuant to ~~subsection (F) of~~ ORC 2915.08(J). A charitable organization may apply twice in each calendar year for an amended license to conduct bingo sessions on a day of the week or at a time other than the day or time specified on its license. If the amended license is granted, the organization may conduct bingo sessions at the premises, on the day of the week, and at the time specified on its amended license;

- (7) Permit any person whom the charitable organization knows, or should have known, is under the age of eighteen to work as a bingo game operator;
- (8) Permit any person whom the charitable organization knows, or should have known, has been convicted of a felony or gambling offense in any jurisdiction to be a bingo game operator;
- (9) Permit the lessor of the premises on which the bingo session is conducted, if the lessor is not a charitable organization, to provide the charitable organization with bingo game operators, security personnel, concessions, bingo supplies, or any other type of service;
- (10) Purchase or lease bingo supplies from any person except a distributor issued a license under ORC 2915.081;
- (11) A. Use or permit the use of electronic bingo aids except under the following circumstances:
  - 1. For any single participant, not more than ninety bingo faces can be played using an electronic bingo aid or aids.
  - 2. The charitable organization shall provide a participant using an electronic bingo aid with corresponding paper bingo cards or sheets.
  - 3. The total price of bingo faces played with an electronic bingo aid shall be equal to the total price of the same number of bingo faces played with a paper bingo card or sheet sold at the same bingo session but without an electronic bingo aid.
  - 4. An electronic bingo aid cannot be part of an electronic network other than a network that includes only bingo aids and devices that are located on the premises at which the bingo is being conducted or be interactive with any device not located on the premises at which the bingo is being conducted.
  - 5. An electronic bingo aid cannot be used to participate in bingo that is conducted at a location other than the location at which the bingo session is conducted and at which the electronic bingo aid is used.
  - 6. An electronic bingo aid cannot be used to provide for the input of numbers and letters announced by a bingo caller other than the bingo caller who physically calls the numbers and letters at the location at which the bingo session is conducted and at which the electronic bingo aid is used.
- B. The Attorney General may adopt rules in accordance with ORC Chapter 119 that govern the use of electronic bingo aids. The rules may include a requirement that an electronic bingo aid be capable of being audited by the Attorney General to verify the number of bingo cards or sheets played during each bingo session.
- (12) Permit any person the charitable organization knows, or should have known, to be under eighteen years of age to play bingo described in Section 517.01(o)(1).
- (d) (1) Except as otherwise provided in subsection (d)(3) hereof, no charitable organization shall provide to a bingo game operator, and no bingo game operator shall receive or accept, any commission, wage, salary, reward, tip, donation, gratuity, or other form of compensation, directly or indirectly, regardless of the source, for conducting bingo or providing other work or labor at the site of bingo during a bingo session.
- (2) Except as otherwise provided in subsection (d)(3) hereof, no charitable organization shall provide to a bingo game operator any commission, wage, salary, reward, tip, donation, gratuity, or other form of compensation, directly or indirectly, regardless of the source, for conducting instant bingo, electronic instant bingo, or both other than at a bingo session at the site of instant bingo, electronic instant bingo, or both other than at a bingo session.
- (3) Nothing in subsection (d) hereof prohibits an employee of a fraternal organization, veteran's organization, or sporting organization from selling instant bingo tickets or cards to the organization's members or invited guests, as long as no portion of the employee's compensation is paid from any receipts of bingo.

- (e) Notwithstanding subsection (b)(1) of this section, a charitable organization that, prior to December 6, 1977, has entered into written agreements for the lease of premises it owns to another charitable organization or other charitable organizations for the conducting of bingo sessions so that more than two bingo sessions are conducted per calendar week on the premises, and a person that is not a charitable organization and that, prior to December 6, 1977, has entered into written agreements for the lease of premises it owns to charitable organizations for the conducting of more than two bingo sessions per calendar week on the premises, may continue to lease the premises to those charitable organizations, provided that no more than four sessions are conducted per calendar week, that the lessor organization or person has notified the Attorney General in writing of the organizations that will conduct the sessions and the days of the week and the times of the day on which the sessions will be conducted, that the initial lease entered into with each organization that will conduct the sessions was filed with the Attorney General prior to December 6, 1977, and that each organization that will conduct the sessions was issued a license to conduct bingo games by the Attorney General prior to December 6, 1977.
- (f) This section does not prohibit a bingo licensed charitable organization or a game operator from giving any person an instant bingo ticket as a prize.
- (g) Except as otherwise provided in this subsection, whoever violates subsection (a)(1) or (2), (b)(1), (2), or (3), (c)(1) to (11) or (d) of this section is guilty of a minor misdemeanor. If the offender previously has been convicted of a violation of subsection (a)(1) or (2), (b)(1), (2) or (3), (c)(1) to (11), or (d) of this section, a violation of subsection (a)(1) or (2), (b)(1), (2) or (3) or (c)(1) to (11) or (d) of this section is a misdemeanor of the first degree. Whoever violates subsection (c)(12) of this section is guilty of a misdemeanor of the first degree. If the offender previously has been convicted of a violation of subsection (c)(12) of this section, a violation of subsection (c)(12) is a felony and shall be prosecuted under appropriate State law. (ORC 2915.09)

#### 517.08 RAFFLES.

- (a) (1) Subject to subsection (a)(2) of this section, ~~a charitable organization, a public school, a chartered nonpublic school, a community school, or a veteran's organization, fraternal organization, or sporting organization~~ a person or entity that is exempt from federal income taxation under subsection 501(a) and is described in subsection 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(7), 501(c)(8), 501(c)(10), or 501(c)(19) of the Internal Revenue Code may conduct a raffle to raise money for the ~~organization or school~~ person or entity and does not need a license to conduct bingo in order to conduct a raffle drawing that is not for profit.
- (2) If a ~~charitable organization~~ person or entity that is described in subsection (a)(1) of this section, but that is not also described in subsection 501(c)(3) of the Internal Revenue Code, conducts a raffle, the ~~charitable organization~~ person or entity shall distribute at least fifty percent of the net profit from the raffle to a charitable purpose described in Section 517.01(v) or to a department or agency of the federal government, the state, or any political subdivision.
- (b) Except as provided in subsection (a) or (b) of this section, no person shall conduct a raffle drawing that is for profit or a raffle drawing that is not for profit.
- (c) Whoever violates subsection (b) of this section is guilty of illegal conduct of a raffle. Except as otherwise provided in this subsection, illegal conduct of a raffle is a misdemeanor of the first degree. If the offender previously has been convicted of a violation of subsection (b) of this section, illegal conduct of a raffle is a felony and shall be prosecuted under appropriate State law. (ORC 2915.092)

#### 517.11 BINGO OR GAME OF CHANCE RECORDS.

- (a) No charitable organization that conducts bingo or a game of chance pursuant to Section 517.02(d), shall fail to maintain the following records for at least three years from the date on which the bingo or game of chance is conducted:



- (1) An itemized list of the gross receipts of each bingo session, each game of instant bingo by serial number, [each electronic instant bingo game by serial number](#), each raffle, each punch board game, and each game of chance, and an itemized list of the gross profits of each game of instant bingo by serial number [and each electronic instant bingo game by serial number](#);
  - (2) An itemized list of all expenses, other than prizes, that are incurred in conducting bingo or instant bingo, the name of each person to whom the expenses are paid, and a receipt for all of the expenses;
  - (3) A list of all prizes awarded during each bingo session, each raffle, each punch board game, and each game of chance conducted by the charitable organization, the total prizes awarded from each game of instant bingo by serial number, and the name, address, and social security number of all persons who are winners of prizes of six hundred dollars (\$600.00) or more in value;
  - (4) An itemized list of the recipients of the net profit of the bingo or game of chance, including the name and address of each recipient to whom the money is distributed, and if the organization uses the net profit of bingo, or the money or assets received from a game of chance, for any charitable or other purpose set forth in Section 517.01(v), Section 517.02(d), or ORC 2915.101, a list of each purpose and an itemized list of each expenditure for each purpose;
  - (5) The number of persons who participate in any bingo session or game of chance that is conducted by the charitable organization;
  - (6) A list of receipts from the sale of food and beverages by the charitable organization or one of its auxiliary units or societies, if the receipts were excluded from "gross receipts" Section 517.01(t);
  - (7) An itemized list of all expenses incurred at each bingo session, each raffle, each punch board game, or each game of instant bingo [or electronic instant bingo](#) conducted by the charitable organization in the sale of food and beverages by the charitable organization or by an auxiliary unit or society of the charitable organization, the name of each person to whom the expenses are paid, and a receipt for all of the expenses.
- (b) A charitable organization shall keep the records that it is required to maintain pursuant to subsection (a) of this section at its principal place of business in this State or at its headquarters in this State and shall notify the Attorney General of the location at which those records are kept.
- (c) The gross profit from each bingo session or game described in Section 517.01(o)(1) or (2) shall be deposited into a checking account devoted exclusively to the bingo session or game. Payments for allowable expenses incurred in conducting the bingo session or game and payments to recipients of some or all of the net profit of the bingo session or game shall be made only by checks or electronic fund transfers drawn on the bingo session or game account.
- (d) Each charitable organization shall conduct and record an inventory of all of its bingo supplies as of the first day of November of each year.
- (e) The Attorney General may adopt rules in accordance with ORC Chapter 119 that establish standards of accounting, record keeping, and reporting to ensure that gross receipts from bingo or games of chance are properly accounted for.
- (f) A distributor shall maintain, for a period of three years after the date of its sale or other provision, a record of each instance of its selling or otherwise providing to another person bingo supplies for use in this State. The record shall include all of the following for each instance:
- (1) The name of the manufacturer from which the distributor purchased the bingo supplies and the date of the purchase;
  - (2) The name and address of the charitable organization or other distributor to which the bingo supplies were sold or otherwise provided;
  - (3) A description that clearly identifies the bingo supplies;

- (4) Invoices that include the nonrepeating serial numbers of all paper bingo cards and sheets and all instant bingo deals sold or otherwise provided to each charitable organization.
- (g) A manufacturer shall maintain, for a period of three years after the date of its sale or other provision, a record of each instance of its selling or otherwise providing bingo supplies for use in this State. The record shall include all of the following for each instance:
  - (1) The name and address of the distributor to whom the bingo supplies were sold or otherwise provided;
  - (2) A description that clearly identifies the bingo supplies, including serial numbers;
  - (3) Invoices that include the nonrepeating serial numbers of all paper bingo cards and sheets and all instant bingo deals sold or otherwise provided to each distributor.
- (h) The Attorney General, or any law enforcement agency, may do all of the following:
  - (1) Investigate any charitable organization, distributor, or manufacturer or any officer, agent, trustee, member, or employee of the organization, distributor, or manufacturer;
  - (2) Examine the accounts and records of the charitable organization, distributor, or manufacturer or of any officer, agent, trustee, member, or employee of the organization, distributor, or manufacturer;
  - (3) Conduct inspections, audits, and observations of bingo or games of chance;
  - (4) Conduct inspections of the premises where bingo or games of chance are conducted or where bingo supplies are manufactured or distributed;
  - (5) Take any other necessary and reasonable action to determine if a violation of any provision of this chapter has occurred and to determine whether Section 517.12 has been complied with.

If any law enforcement agency has reasonable grounds to believe that a charitable organization, distributor, or manufacturer or an officer, agent, trustee, member, or employee of the organization, distributor, or manufacturer has violated any provision of this chapter, the law enforcement agency may proceed by action in the proper court to enforce this chapter, provided that the law enforcement agency shall give written notice to the Attorney General when commencing an action as described in this subsection..

- (i) No person shall destroy, alter, conceal, withhold, or deny access to any accounts or records of a charitable organization, distributor, or manufacturer that have been requested for examination, or obstruct, impede, or interfere with any inspection, audit, or observation of bingo or a game of chance, ~~or of~~ premises where bingo or a game of chance is conducted, or of premises where bingo supplies are manufactured or distributed, refuse to comply with any reasonable request of, or obstruct, impede, or interfere with any other reasonable action undertaken by, the Attorney General or a law enforcement agency pursuant to subsection (h) of this section.
- (j) Whoever violates subsection (a) or (i) of this section is guilty of a misdemeanor of the first degree. (ORC 2915.10)

#### **517.14 INSTANT BINGO CONDUCT BY A VETERAN'S OR FRATERNAL ORGANIZATION.**

- (a) ~~A~~ Subject to the requirements of ORC 2915.14 and 2915.15 concerning electronic instant bingo, a veteran's organization, a fraternal organization, or a sporting organization authorized to conduct a bingo session pursuant to this chapter ~~ORC 2915.01 to 2915.12~~ may conduct instant bingo, electronic instant bingo, or both, other than at a bingo session under a type III license issued under ORC 2915.08, if all of the following apply:
  - (1) The veteran's organization, fraternal organization or sporting organization limits the sale of instant bingo or electronic instant bingo to twelve hours during any day, provided that the sale does not begin earlier than ten a.m. and ends not later than two a.m.

- (2) The veteran's organization, fraternal organization or a sporting organization limits the sale of instant bingo or electronic instant bingo to its own premises and to its own members and invited guests.
  - (3) The veteran's organization, fraternal organization, or sporting organization is raising money for an organization that is described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that maintains its principal place of business in this State, that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code, and that is in good standing in this State and executes a written contract with that organization as required in subsection (b) of this section.
- (b) If a veteran's organization, fraternal organization, or sporting organization authorized to conduct instant bingo or electronic instant bingo pursuant to subsection (a) of this section is raising money for another organization that is described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that maintains its principal place of business in this State, that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code, and that is in good standing in this State, the veteran's organization, fraternal organization, or sporting organization shall execute a written contract with the organization that is described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that maintains its principal place of business in this State, that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code, and that is in good standing in this State in order to conduct instant bingo or electronic instant bingo. That contract shall include a statement of the percentage of the net proceeds that the veteran's, fraternal or sporting organization will be distributing to the organization that is described in subsection 509(a)(1), 509(a)(2) or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that maintains its principal place of business in this State, that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code, and that is in good standing in this State.
- (c) (1) If a veteran's organization, fraternal organization or a sporting organization authorized to conduct instant bingo or electronic instant bingo pursuant to subsection (a) of this section has been issued a liquor permit under ORC Chapter 4303, that permit may be subject to suspension, revocation, or cancellation if the veteran's organization, fraternal organization, or a sporting organization violates a provision of this chapter or ORC Chapter 2915.
- (2) No veteran's organization, fraternal organization, or a sporting organization that enters into a written contract pursuant to subsection (b) of this section shall violate any provision of this chapter or ORC Chapter 2915, or permit, aid, or abet any other person in violating any provision of this chapter or ORC Chapter 2915.
- (d) A veteran's organization, fraternal organization, or a sporting organization shall give all required proceeds earned from the conduct of instant bingo or electronic instant bingo to the organization with which the veteran's organization, fraternal organization, or a sporting organization has entered into a written contract.
- (e) Whoever violates this section is guilty of illegal instant bingo or electronic instant bingo conduct. Except as otherwise provided in this subsection, illegal instant bingo or electronic instant bingo conduct is a misdemeanor of the first degree. If the offender previously has been convicted of a violation of this section, illegal instant bingo or electronic instant bingo conduct is a felony and shall be prosecuted under appropriate State law. (ORC 2915.13)

#### 529.07 OPEN CONTAINER PROHIBITED.

- (a) As used in this section:
  - (1) "Chauffeured limousine" means a vehicle registered under ORC 4503.24.
  - (2) "Street," "highway" and "motor vehicle" have the same meanings as in ORC 4511.01.

- (b) No person shall have in the person's possession an opened container of beer or intoxicating liquor in any of the following circumstances:
- (1) In a State liquor store;
  - (2) Except as provided in subsection (c) ~~or (j)~~ hereof, on the premises of the holder of any permit issued by the Division of Liquor Control;
  - (3) In any other public place;
  - (4) Except as provided in subsection (d) or (e) hereof, while operating or being a passenger in or on a motor vehicle on any street, highway or other public or private property open to the public for purposes of vehicular travel or parking;
  - (5) Except as provided in subsection (d) or (e) hereof, while being in or on a stationary motor vehicle on any street, highway or other public or private property open to the public for purposes of vehicular travel or parking.
- (c) (1) A person may have in the person's possession an opened container of any of the following:
- A. Beer or intoxicating liquor that has been lawfully purchased for consumption on the premises where bought from the holder of an A-1-A, A-2, A-2(f), A-3a, D-1, D-2, D-3, D-3a, D-4, D-4a, D-5, D-5a, D-5b, D-5c, D-5d, D-5e, D-5f, D-5g, D-5h, D-5i, D-5j, D-5k, D-5l, D-5m, D-5n, D-5o, D-7, D-8, E, F, F-2, F-5, F-7 or F-8 permit;
  - B. Beer, wine, or mixed beverages served for consumption on the premises by the holder of an F-3 permit, wine served as a tasting sample by an A-2, ~~S-1, or S-2~~ permit holder ~~or S permit holder~~ for consumption on the premises of a farmers market for which an F-10 permit has been issued, or wine served for consumption on the premises by the holder of an F-4 or F-6 permit;
  - C. Beer or intoxicating liquor consumed on the premises of a convention facility as provided in ORC 4303.201;
  - D. Beer or intoxicating liquor to be consumed during tastings and samplings approved by rule of the Liquor Control Commission;
  - E. Spirituous liquor to be consumed for purposes of a tasting sample, as defined in ORC 4301.171.
- (2) A person may have in the person's possession on an F liquor permit premises an opened container of beer or intoxicating liquor that was not purchased from the holder of the F permit if the premises for which the F permit is issued is a music festival and the holder of the F permit grants permission for that possession on the premises during the period for which the F permit is issued. As used in this section, "music festival" means a series of outdoor live musical performances, extending for a period of at least three consecutive days and located on an area of land of at least forty acres.
- (3) A. A person may have in the person's possession on a D-2 liquor permit premises an opened or unopened container of wine that was not purchased from the holder of the D-2 permit if the premises for which the D-2 permit is issued is an outdoor performing arts center, the person is attending an orchestral performance, and the holder of the D-2 permit grants permission for the possession and consumption of wine in certain predesignated areas of the premises during the period for which the D-2 permit is issued.
- B. As used in subsection (c)(3)A. of this section:
1. "Orchestral performance" means a concert comprised of a group of not fewer than forty musicians playing various musical instruments.
  2. "Outdoor performing arts center" means an outdoor performing arts center that is located on not less than one hundred fifty acres of land and that is open for performances from the first day of April to the last day of October of each year.

- (4) A person may have in the person's possession an opened or unopened container of beer or intoxicating liquor at an outdoor location at which the person is attending an orchestral performance as defined in subsection (c)(3)B.1. hereof if the person with supervision and control over the performance grants permission for the possession and consumption of beer or intoxicating liquor in certain predesignated areas of that outdoor location.
- (5) A person may have in the person's possession on an F-9 liquor permit premises an opened or unopened container of beer or intoxicating liquor that was not purchased from the holder of the F-9 permit if the person is attending either of the following:
  - A. An orchestral performance and the F-9 permit holder grants permission for the possession and consumption of beer or intoxicating liquor in certain predesignated areas of the premises during the period for which the F-9 permit is issued;
  - B. An outdoor performing arts event or orchestral performance that is free of charge and the F-9 permit holder annually hosts not less than twenty-five other events or performances that are free of charge on the permit premises.

As used in subsection (c)(5) hereof, "orchestral performance" has the same meaning as in subsection (c)(3)B. of this section.

- (6) A. A person may have in the person's possession on the property of an outdoor motorsports facility an opened or unopened container of beer or intoxicating liquor that was not purchased from the owner of the facility if both of the following apply:
  - 1. The person is attending a racing event at the facility; and
  - 2. The owner of the facility grants permission for the possession and consumption of beer or intoxicating liquor on the property of the facility;
- B. As used in subsection (c)(6)A. of this section:
  - 1. "Racing event" means a motor vehicle racing event sanctioned by one or more motor racing sanctioning organizations.
  - 2. "Outdoor motorsports facility" means an outdoor racetrack to which all of the following apply:
    - a. It is two and four-tenths miles or more in length.
    - b. It is located on two hundred acres or more of land.
    - c. The primary business of the owner of the facility is the hosting and promoting of racing events.
    - d. The holder of a D-1, D-2 or D-3 permit is located on the property of the facility.
- (7) A. A person may have in the person's possession an opened container of beer or intoxicating liquor at an outdoor location within an outdoor refreshment area created under ORC 4301.82, if the opened container of beer or intoxicating liquor was purchased from an A-1, A-1-A, A-1c, A-2, A-2f, D class or F class permit holder to which both of the following apply:
  - 1. The permit holder's premises is located within the outdoor refreshment area.
  - 2. The permit held by the permit holder has an outdoor refreshment area designation.
- B. Subsection (c)(7) of this section does not authorize a person to do either of the following:



1. Enter the premises of an establishment within an outdoor refreshment area while possessing an opened container of beer or intoxicating liquor acquired elsewhere;
  2. Possess an opened container of beer or intoxicating liquor while being in or on a motor vehicle within an outdoor refreshment area, unless the possession is otherwise authorized under subsection (d) or (e) of this section.
- C. As used in subsection (c)(7) of this section, "D class permit holder" does not include a D-6 or D-8 permit holder.
- (8) A. A person may have in the person's possession on the property of a market, within a defined F-8 permit premises, an opened container of beer or intoxicating liquor that was purchased from a D permit premises that is located immediately adjacent to the market if both of the following apply:
1. The market grants permission for the possession and consumption of beer and intoxicating liquor within the defined F-8 permit premises;
  2. The market is hosting an event pursuant to an F-8 permit and the market has notified the Division of Liquor Control about the event in accordance with subsection (A)(3) of ORC 4303.208.
- B. As used in subsection (c)(8) of this section, market means a market, for which an F-8 permit is held, that has been in operation since 1860.
- (d) This section does not apply to a person who pays all or a portion of the fee imposed for the use of a chauffeured limousine pursuant to a prearranged contract, or the guest of such a person, when all of the following apply:
- (1) The person or guest is a passenger in the limousine;
  - (2) The person or guest is located in the limousine, but is not occupying a seat in the front compartment of the limousine where the operator of the limousine is located;
  - (3) The limousine is located on any street, highway, or other public or private property open to the public for purposes of vehicular travel or parking.
- (e) An opened bottle of wine that was purchased from the holder of a permit that authorizes the sale of wine for consumption on the premises where sold is not an opened container for the purposes of this section if both of the following apply:
- (1) The opened bottle of wine is securely resealed by the permit holder or an employee of the permit holder before the bottle is removed from the premises. The bottle shall be secured in such a manner that it is visibly apparent if the bottle has been subsequently opened or tampered with.
  - (2) The opened bottle of wine that is resealed in accordance with subsection (e)(1) of this section is stored in the trunk of a motor vehicle or, if the motor vehicle does not have a trunk, behind the last upright seat or in an area not normally occupied by the driver or passengers and not easily accessible by the driver.
- (f) (1) Except if an ordinance or resolution is enacted or adopted under subsection (f)(2) of this section, this section does not apply to a person who, pursuant to a prearranged contract, is a passenger riding on a commercial quadricycle when all of the following apply:
- A. The person is not occupying a seat in the front of the commercial quadricycle where the operator is steering or braking.
  - B. The commercial quadricycle is being operated on a street, highway or other public or private property open to the public for purposes of vehicular travel or parking.

- C. The person has in their possession on the commercial quadricycle an opened container of beer or wine.
- D. The person has in their possession on the commercial quadricycle not more than either thirty-six ounces of beer or eighteen ounces of wine.
- (2) The legislative authority of a municipal corporation or township may enact an ordinance or adopt a resolution, as applicable, that prohibits a passenger riding on a commercial quadricycle from possessing an opened container or beer or wine.
- (3) As used in this section, "commercial quadricycle" means a vehicle that has fully-operative pedals for propulsion entirely by human power and that meets all of the following requirements:
  - A. It has four wheels and is operated in a manner similar to a bicycle.
  - B. It has at least five seats for passengers.
  - C. It is designed to be powered by the pedaling of the operator and the passengers.
  - D. It is used for commercial purposes.
  - E. It is operated by the vehicle owner or an employee of the owner.
- (g) This section does not apply to a person that has in the person's possession an opened container of beer or intoxicating liquor on the premises of a market if the beer or intoxicating liquor has been purchased from a D liquor permit holder that is located in the market.

As used in subsection (g) of this section, "market" means an establishment that:

- (1) Leases space in the market to individual vendors, not less than fifty percent of which are retail food establishments or food service operations licensed under ORC Chapter 3717;
- (2) Has an indoor sales floor area of not less than twenty-two thousand square feet;
- (3) Hosts a farmer's market on each Saturday from April through December. (ORC 4301.62)

(h) (1) As used in this section, "alcoholic beverage" has the same meaning as in ORC 4303.185.

(2) An alcoholic beverage in a closed container being transported under ORC 4303.185 to its final destination is not an opened container for the purposes of this section if the closed container is securely sealed in such a manner that it is visibly apparent if the closed container has been subsequently opened or tampered with after sealing. (ORC 4301.62H)

(i) This section does not apply to a person who has in the person's possession an opened container of beer or intoxicating liquor in a public-use airport, as described in ORC 4303.181(D)(2)(a)(iii) when both of the following apply:

- (1) Consumption of the opened container of beer or intoxicating liquor occurs in the area of the airport terminal that is restricted to persons taking flights to and from the airport; and
- (2) The consumption is authorized under ORC 4303.181(D)(2)(a). (ORC 4301.62)

(j) This section does not apply to a person that has in the person's possession an opened container of homemade beer or wine that is served in accordance with ORC 4301.201E.

(k) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4301.99(A))

(Ord. No. 21-31 , § 1(Exh. A), 10-25-21.)

### 533.15 RESIDENTIAL REQUIREMENTS FOR SEXUAL OFFENDERS.

- (a) No person who has been convicted of, is convicted of, has pleaded guilty to, or pleads guilty to either:

- (1) A sexually oriented offense that is not a registration-exempt sexually oriented offense for a crime committed against a child; or
- (2) A child-victim oriented offense;

and who has been classified as either a sexual predator or as a sexually oriented offender as to either subsection (a)(1) or (2) hereof, shall establish a residence or occupy residential premises within 1,000 feet of any school premises, licensed day care facility, preschool, [children's crisis care facility premises](#), [residential infant care center premises](#), or City-owned or operated public park.

- (b) If a person to whom subsection (a) hereof applies violates the provisions of subsection (a) by establishing a residence or occupying residential premises within 1,000 feet of any school premises, licensed day care facility, preschool, [children's crisis care facility premises](#), [residential infant care center premises](#), or City-owned or operated public park located within the City, the Director of Law has a cause of action for injunctive relief against the person. The City shall not be required to prove irreparable harm in order to obtain the relief.
- (c) The provisions of the Ohio Revised Code which are now or hereafter in effect concerning the definition, determination, registration or classification of a person who has been convicted of, is convicted of, has plead guilty to, or pleads guilty to either a sexually oriented offense that is not a registration-exempt sexually oriented offense or a child-victim oriented offense and has been classified as a sexual predator, are hereby adopted.
- (d) The determinations and intent articulated in ORC 2950.02 are hereby adopted.

[\(ORC 2950.034\)](#)

#### **541.05 CRIMINAL TRESPASS.**

- (a) No person, without privilege to do so, shall do any of the following:
  - (1) Knowingly enter or remain on the land or premises of another;
  - (2) Knowingly enter or remain on the land or premises of another, the use of which is lawfully restricted to certain persons, purposes, modes or hours, when the offender knows the offender is in violation of any such restriction or is reckless in that regard;
  - (3) Recklessly enter or remain on the land or premises of another, as to which notice against unauthorized access or presence is given by actual communication to the offender, or in a manner prescribed by law, or by posting in a manner reasonably calculated to come to the attention of potential intruders, or by fencing or other enclosure manifestly designed to restrict access;
  - (4) Being on the land or premises of another, negligently fail or refuse to leave upon being notified by signage posted in a conspicuous place or otherwise being notified to do so by the owner or occupant, or the agent or servant of either.
  - (5) [Knowingly enter or remain on a critical infrastructure facility.](#)
- (b) It is no defense to a charge under this section that the land or premises involved was owned, controlled or in custody of a public agency.
- (c) It is no defense to a charge under this section that the offender was authorized to enter or remain on the land or premises involved when such authorization was secured by deception.
- (d) (1) Whoever violates this section is guilty of criminal trespass. [Criminal trespass in violation of division \(a\)\(1\), \(2\), \(3\), or \(4\) of this section is a misdemeanor of the fourth degree. Criminal trespass in violation of division \(A\)\(5\) of this section is a misdemeanor of the first degree..](#)
- (2) Notwithstanding Section 501.99, if the person, in committing the violation of this section, used a snowmobile, off-highway motorcycle, or all-purpose vehicle, the court shall impose a fine of two times the usual amount imposed for the violation.

- (3) If an offender previously has been convicted of or pleaded guilty to two or more violations of this section or a substantially equivalent municipal ordinance, or state law, and the offender, in committing each violation, used a snowmobile, off-highway motorcycle, or all-purpose vehicle, the court, in addition to or independent of all other penalties imposed for the violation, may impound the certificate of registration of that snowmobile or off-highway motorcycle or the certificate of registration and license plate of that all-purpose vehicle for not less than sixty days. In such a case, ORC 4519.47 applies.
- (e) As used in this section:
- (1) *"All-purpose vehicle," "off-highway motorcycle" and "snowmobile"* have the same meaning as in Section 375.01 of the Traffic Code.
  - (2) *"Land or premises"* includes any land, building, structure, or place belonging to, controlled by, or in custody of another, and any separate enclosure or room, or portion thereof.
  - (3) *"Production operation," "well," and "well pad"* have the same meanings as in ORC 1509.01.
  - (4) *"Critical infrastructure facility" means:*
    - (a) One of the following, if completely enclosed by a fence or other physical barrier that is obviously designed to exclude intruders, or if clearly marked with signs that are reasonably likely to come to the attention of potential intruders and that indicate entry is forbidden without site authorization:
      - (i) A petroleum or alumina refinery;
      - (ii) An electric generating facility, substation, switching station, electrical control center, or electric transmission and distribution lines and associated equipment;
      - (iii) A chemical, polymer, or rubber manufacturing facility;
      - (iv) A water intake structure, water treatment facility, wastewater facility, drainage facility, water management facility, or any similar water or sewage treatment system and its water and sewage piping;
      - (v) A natural gas company facility or interstate natural gas pipeline, including a pipeline interconnection, a natural gas compressor station and associated facilities, city gate or town border station, metering station, above-ground piping, regulator station, valve site, delivery station, fabricated assembly, or any other part of a natural gas storage facility involved in the gathering, storage, transmission, or distribution of gas;
      - (vi) A telecommunications central switching office or remote switching facility or an equivalent network facility that serves a similar purpose;
      - (vii) Wireline or wireless telecommunications infrastructure, including telecommunications towers and telephone poles and lines, including fiber optic lines;
      - (viii) A port, trucking terminal, or other freight transportation facility;
      - (ix) A gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas or natural gas liquids;
      - (x) A transmission facility used by a federally licensed radio or television station;
      - (xi) A steel-making facility that uses an electric arc furnace to make steel;
      - (xii) A facility identified and regulated by the United States department of homeland security's chemical facility anti-terrorism standards program under 6 C.F.R. part 27;
      - (xiii) A dam that is regulated by the state or federal government;
      - (xiv) A crude oil or refined products storage and distribution facility, including valve sites, pipeline interconnections, pump station, metering station, below- or above-ground pipeline, or piping and truck loading or off-loading facility;

(xv) A video service network and broadband infrastructure, including associated buildings and facilities, video service headends, towers, utility poles, and utility lines such as fiber optic lines. As used in this division, "video service network" has the same meaning as in ORC 1332.21.

(xvi) Any above-ground portion of an oil, gas, hazardous liquid or chemical pipeline, tank, or other storage facility;

(xvii) Any above-ground portion of a well, well pad, or production operation;

(xviii) A laydown area or construction site for pipe and other equipment intended for use on an interstate or intrastate natural gas or crude oil pipeline;

(xix) Any mining operation, including any processing equipment, batching operation, or support facility for that mining operation.

(b) With respect to a video service network or broadband or wireless telecommunications infrastructure, the above-ground portion of a facility installed in a public right-of-way on a utility pole or in a conduit;

(c) Any railroad property;

(d) An electronic asset of any of the following:

(i) An electric light company that is a public utility under ORC 4905.02;

(ii) An electric cooperative, as defined in ORC 4928.01;

(iii) A municipal electric utility, as defined in ORC 4928.01;

(iv) A natural gas company that is a public utility under ORC 4905.02;

(v) A telephone company that is a public utility under ORC 4905.02;

(vi) A video service provider, including a cable operator, as those terms are defined in ORC 1332.21.

(5) "Electronic asset" includes, but is not limited to, the hardware, software, and data of a programmable electronic device; all communications, operations, and customer data networks; and the contents of those data networks.

(ORC 2911.21)

#### **545.09 PASSING BAD CHECKS.**

(a) As used in this section:

(1) "*Check*" includes any form of debit from a demand deposit account, including, but not limited to any of the following:

A. A check, bill of exchange, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument;

B. An electronic check, electronic transaction, debit card transaction, check card transaction, substitute check, web check, or any form of automated clearing house transaction.

(2) "*Issue a check*" means causing any form of debit from a demand deposit account.

(b) No person, with purpose to defraud, shall issue or transfer or cause to be issued or transferred a check or other negotiable instrument, knowing that it will be dishonored or knowing that a person has ordered or will order stop payment on the check or other negotiable instrument.

(c) For purposes of this section, a person who issues or transfers a check or other negotiable instrument is presumed to know that it will be dishonored, if either of the following occurs:

(1) The drawer had no account with the drawee at the time of issue or the stated date, whichever is later.



- (2) The check or other negotiable instrument was properly refused payment for insufficient funds upon presentment within thirty days after issue or the stated date, whichever is later, and the liability of the drawer, indorser or any party who may be liable thereon is not discharged by payment or satisfaction within ten days after receiving notice of dishonor.

~~(d) For purposes of this section, a person who issues or transfers a check, bill of exchange or other draft is presumed to have the purpose to defraud if the drawer fails to comply with ORC 1349.16 by doing any of the following when opening a checking account intended for personal, family or household purposes at a financial institution:~~

~~(1) Falsely stating that the drawer has not been issued a valid driver's or commercial driver's license or identification card issued under ORC 4507.50;~~

~~(2) Furnishing such license or card, or another identification document that contains false information;~~

~~(3) Making a false statement with respect to the drawer's current address or any additional relevant information reasonably required by the financial institution.~~

~~(d)~~ ~~(e)~~ In determining the value of the payment for purposes of subsection ~~(e)~~ ~~(f)~~ of this section, the court may aggregate all checks and other negotiable instruments that the offender issued or transferred or caused to be issued or transferred in violation of subsection (a) of this section within a period of one hundred eighty consecutive days.

~~(e)~~ ~~(f)~~ Whoever violates this section is guilty of passing bad checks. Except as otherwise provided in this subsection, passing bad checks is a misdemeanor of the first degree. If the check or checks or other negotiable instrument or instruments are issued or transferred to a single vendor or single other person for the payment of one thousand dollars (\$1,000) or more or if the check or checks or other negotiable instrument or instruments are issued or transferred to multiple vendors or persons for the payment of one thousand five hundred dollars (\$1,500) or more, passing bad checks is a felony and shall be prosecuted under appropriate State law. (ORC 2913.11)

### 553.01 OBSTRUCTING STREETS BY RAILROAD COMPANIES.

- (a) No railroad company shall obstruct, or permit or cause to be obstructed a public street, road, or highway, by permitting a railroad car, locomotive, or other obstruction to remain upon or across it for longer than five minutes, to the hindrance or inconvenience of travelers or a person passing along or upon such street, road, or highway. ~~conductor or other train crewman in charge shall obstruct, or permit or cause to be obstructed a public street, road or highway by permitting a railroad car, locomotive or other obstruction to remain stopped on or across it for longer than ten minutes, to the hindrance or inconvenience of travelers or a person passing along or on such street, road or highway. No railroad company, conductor or other train crewman in charge shall fail, at the end of each ten minute period of obstruction of a public street, road or highway, to cause such railroad car, locomotive or other obstruction to be removed for sufficient time, not less than three minutes, to allow the passage of persons and vehicles waiting to cross.~~
- (b) At the end of each five-minute period of obstruction of a public street, road, or highway, each railroad company shall cause such railroad car, locomotive, or other obstruction to be removed for sufficient time, not less than three minutes, to allow the passage of persons and vehicles waiting to cross.
- ~~(c)~~ ~~(b)~~ This section does not apply to obstruction of a public street, road or highway by a continuously moving through train or caused by circumstances wholly beyond the control of the railroad company, but does apply to other obstructions, including without limitation those caused by stopped trains and trains engaged in switching, loading or unloading operations.
- ~~(d)~~ ~~(e)~~ Upon the filing of an affidavit or complaint for violation of this section, summons shall be issued to the conductor or train crewman in charge by personal service upon him or them of a citation or to the railroad company pursuant to ORC 2935.10(B) which summons shall be served on the regular ticket or freight agent of the company in Franklin County

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(e) ~~(d)~~ Whoever violates this section is guilty of a misdemeanor of the third degree.

(ORC 5589.21)

~~(1980 Code 79.01)~~

## Council Memo: Legislation (22-44)

**Subject:** Amending the City's Traffic Code  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Kelly Clodfelder, Staff Attorney  
**Date:** December 12, 2022

### Executive Summary

This Ordinance would approve changes to Part Three of the City's Codified Ordinances - the "Traffic Code" to address updates adopted by the Ohio General Assembly.

### Staff Recommendation

Staff recommends that Council adopt this Ordinance.

### Background

The City generally incorporates sections of the Ohio Revised Code into its own Traffic Code. Therefore, on a yearly basis, the City's Codifier, Municode, reviews the City's Traffic Code for consistency with the Ohio Revised Code and makes suggestions for amendments to the City's Code.

Please see attached table outlining all changes.

### Financial Impacts

There are no anticipated financial impacts.

### Expected Benefits

The proposed amendments align City Code with changes made to Ohio Revised Code.

### Attachments

- 2022 Traffic Code Changes Table

Code Number	Code Section	Proposed Change	Reason for Change	ORC Code Section
301.011	Abandoned Junk Motor Vehicle	Adding reference to Ohio Revised Code	Clarifies part of Ohio Revised Code that the section is being aligned	4513.63
303.082	Private Tow-Away Zones	Removing language regarding the requirements of a towing service or storage facility to search the BMV in order to find an owner	Change in language in Ohio Revised Code	4513.601
331.211	Report of Vehicle Failing to Yield Right-of-Way to Public Safety Vehicle	Clarifying language regarding license plates	Change in language in Ohio Revised Code	4511.454
331.37	Driving Upon Sidewalks, Street Lawns or Curbs	Providing an exception to the use of electric bicycle if being operated on a sidewalk be an law enforcement officer	Change in language in Ohio Revised Code	4511.711
333.03	Maximum Speed Limits; Assured Clear Distance Ahead	Expanding the definition of school with regard to school zone speeds	Change in language in Ohio Revised Code	4511.21
335.02	Permitting Operation Without Valid License; One License Permitted	Expanding the type of documents that need to be surrendered when obtaining an Ohio driver's license	Change in language in Ohio Revised Code	4507.02
335.021	Ohio Driver's License Required for In State Residents	Expanding the type of documents that need to be surrendered when obtaining an Ohio driver's license	Change in language in Ohio Revised Code	4507.213
335.04	Certain Acts Prohibited	Adding additional language regarding an application for an Ohio driver' license or identification card	Change in language in Ohio Revised Code	4507.30



Code Number	Code Section	Proposed Change	Reason for Change	ORC Code Section
335.09	Display of License Plates and Validation Stickers or Temporary License Registration	Fixing grammatical error	Change in language in Ohio Revised Code	4503.21
337.10	Lights On Slow-Moving Vehicles; Emblem Required	Amending language regarding requirements for slow moving vehicles	Change in language in Ohio Revised Code	4511.11; 4513.112; 4513.113; 4513.114; 4513.115
337.16	Number of Lights; Limitations on Flashing, Oscillating, or Rotating Lights	Making an exception of lights for animal-drawn vehicles	Change in language in Ohio Revised Code	4513.17
371.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks	Amending definition for Personal Delivery Device	Change in language in Ohio Revised Code	4511.513
373.10	Electric Bicycles	Providing an exception to the use of electric bicycle if being operated on a sidewalk be an law enforcement officer	Change in language in Ohio Revised Code	4511.522



Ordinance: 22-44

Passed:

Page 1 of

Effective:

**AMENDING CERTAIN SECTIONS OF PART THREE - THE "TRAFFIC CODE" OF THE CITY'S CODIFIED ORDINANCES TO ALIGN WITH OHIO REVISED CODE.**

**WHEREAS**, Part Three of the City's Codified Ordinances – the "Traffic Code" has been reviewed by the City's Codifier, Muncide in order to address certain changes in the Ohio Revised Code; and

**WHEREAS**, it is necessary to update the "Traffic Code" to ensure that it corresponds with and does not conflict with Ohio Revised Codes regarding the same or similar topics; and

**WHEREAS**, the Administration desires to amend the "Traffic Code", as outlined in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the City believes that amending the "Traffic Code", as identified in Exhibit "A", attached hereto and incorporated herein, promotes the general health, safety, and welfare of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** Council finds that amending Part Three of the City's Codified Ordinances - the "Traffic Code", as identified in Exhibit "A", **attached** hereto and incorporated herein, is in the City's best interest. The changes and additions to the "Traffic Code", as shown in track changes in the attached Exhibit "A" are approved and shall be incorporated in the City's Codified Ordinances.

**SECTION 2.** All other provisions of the "Traffic Code", not modified herein, remain unchanged and are in full force and effect.

**SECTION 3.** This Ordinance shall be in effect from and after the earliest time provided for by law.

**ATTEST:****SIGNED:**

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**Diane C. Werbrich, MMC**  
 Clerk of Council

\_\_\_\_\_  
**President of Council**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Philip K. Hartmann**  
 Director of Law

## ✓ Vote Record - Ordinance 22-44

<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			Yes/Aye	No/Nay	Abstain	Absent
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**301.011 ABANDONED JUNK MOTOR VEHICLE.**

*"Abandoned Junk Motor Vehicle"* means any motor vehicle which meets all of the following requirements:

- (a) Left on private property for forty-eight hours or longer without the permission of the person having the right to possession of the private property, on a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right-of-way of any road or highway, for forty-eight hours or longer;
- (b) Three years old, or older;
- (c) Extensively damaged, such damage including but not limited to any of the following; missing wheels, tires, motor, or transmission;
- (d) Apparently inoperable; and
- (e) Having a fair market value of one thousand five hundred dollars (\$1,500) or less.

[\(ORC 4513.63\)](#)

(Ord. 19-02. Passed 12-12-19.)

**303.082 PRIVATE TOW-AWAY ZONES.**

- (a) The owner of a private property may establish a private tow-away zone, but may do so only if all of the following conditions are satisfied:
  - (1) The owner of the private property posts on the property a sign, that is at least eighteen inches by twenty-four inches in size, that is visible from all entrances to the property, and that includes all of the following information:

- A. A statement that the property is a tow-away zone;
- B. A description of persons authorized to park on the property. If the property is a residential property, the owner of the private property may include on the sign a statement that only tenants and guests may park in the private tow-away zone, subject to the terms of the property owner. If the property is a commercial property, the owner of the private property may include on the sign a statement that only customers may park in the private tow-away zone. In all cases, if it is not apparent which persons may park in the private tow-away zone, the owner of the private property shall include on the sign the address of the property on which the private tow-away zone is located, or the name of the business that is located on the property designated as a private tow-away zone.
- C. If the private tow-away zone is not enforceable at all times, the times during which the parking restrictions are enforced;
- D. The telephone number and the address of the place from which a towed vehicle may be recovered at any time during the day or night;
- E. A statement that the failure to recover a towed vehicle may result in the loss of title to the vehicle as provided in subsection (B) of ORC 4505.101.

In order to comply with the requirements of subsection (a)(1) of this section, the owner of a private property may modify an existing sign by affixing to the existing sign stickers or an addendum in lieu of replacing the sign.

- (2) A towing service ensures that a vehicle towed under this section is taken to a location from which it may be recovered that complies with all of the following:
  - A. It is located within twenty-five linear miles of the location of the private tow-away zone, unless it is not practicable to take the vehicle to a place of storage within twenty-five linear miles.
  - B. It is well-lighted.



- C. It is on or within a reasonable distance of a regularly scheduled route of one or more modes of public transportation, if any public transportation is available in the municipal corporation or township in which the private tow-away zone is located.
- (b) (1) If a vehicle is parked on private property that is established as a private tow-away zone in accordance with subsection (a) of this section, without the consent of the owner of the private property or in violation of any posted parking condition or regulation, the owner of the private property may cause the removal of the vehicle by a towing service. The towing service shall remove the vehicle in accordance with this section. The vehicle owner and the operator of the vehicle are considered to have consented to the removal and storage of the vehicle, to the payment of the applicable fees established by the Public Service Commission in rules adopted under ORC 4921.25, and to the right of a towing service to obtain title to the vehicle if it remains unclaimed as provided in ORC 4505.101. The owner or lienholder of a vehicle that has been removed under this section, subject to subsection (c) of this section, may recover the vehicle in accordance with subsection (g) of this section.
- (2) If a municipal corporation requires tow trucks and tow truck operators to be licensed, no owner of a private property located within the municipal corporation shall cause the removal and storage of any vehicle pursuant to subsection (b) of this section by an unlicensed tow truck or unlicensed tow truck operator.
- (3) No towing service shall remove a vehicle from a private tow-away zone except pursuant to a written contract for the removal of vehicles entered into with the owner of the private property on which the private tow-away zone is located.
- (c) If the owner or operator of a vehicle that is being removed under authority of subsection (b) of this section, arrives after the vehicle has been prepared for removal, but prior to the actual removal from the property, the towing service shall give the vehicle owner or operator oral or written notification at the time of such arrival that the vehicle owner or operator may pay a fee of not more than one-half of the fee for the removal of the vehicle established by the Public Service Commission in rules adopted under ORC 4921.25, in order to obtain release of the vehicle. That fee may be paid by use of a major credit card unless the towing service uses a mobile credit card processor and mobile service is not available at the time of the transaction. Upon payment of that fee, the towing service shall give the vehicle owner or operator a receipt showing both the full amount normally assessed and the actual amount received and shall release the vehicle to the owner or operator. Upon its release the owner or operator immediately shall move the vehicle so that the vehicle is not parked on the private property established as a private tow-away zone without the consent of the owner of the private property or in violation of any posted parking condition or regulation.
- (d) (1) Prior to towing a vehicle under subsection (b) of this section, a towing service shall make all reasonable efforts to take as many photographs as necessary to evidence that the vehicle is clearly parked on private property in violation of a private tow-away zone established under subsection (a) of this section.
- The towing service shall record the time and date of the photographs taken under this section. The towing service shall retain the photographs and the record of the time and date, in electronic or printed form, for at least thirty days after the date on which the vehicle is recovered by the owner or lienholder or at least two years after the date on which the vehicle was towed, whichever is earlier.
- (2) A towing service shall deliver a vehicle towed under subsection (b) of this section to the location from which it may be recovered not more than two hours after the time it was removed from the private tow-away zone, unless the towing service is unable to deliver the motor vehicle within two hours due to an uncontrollable force, natural disaster, or other event that is not within the power of the towing service.
- (e) (1) If an owner of a private property that is established as a private tow-away zone in accordance with subsection (a) of this section causes the removal of a vehicle from that property by a towing service under subsection (b) of this section, the towing service, within two hours of

removing the vehicle, shall provide notice to the Police Department concerning all of the following:

- A. The vehicle's license number, make, model and color;
  - B. The location from which the vehicle was removed;
  - C. The date and time the vehicle was removed;
  - D. The telephone number of the person from whom the vehicle may be recovered;
  - E. The address of the place from which the vehicle may be recovered.
- (2) The Chief of Police shall maintain a record of any vehicle removed from private property in the Chief's jurisdiction that is established as a private tow-away zone of which the Chief has received notice under this section. The record shall include all information submitted by the towing service. The Chief shall provide any information in the record that pertains to a particular vehicle to a person who, either in person or pursuant to a telephone call, identifies self as the owner, operator or lienholder of the vehicle, and requests information pertaining to the vehicle.
- (f) (1) When a vehicle is removed from private property in accordance with this section, within three days of the removal, the towing service or storage facility from which the vehicle may be recovered shall cause a search to be made of the records of the Bureau of Motor Vehicles to ascertain the identity of the owner and any lienholder of the motor vehicle. The Registrar of Motor Vehicles shall insure that such information is provided in a timely manner. Subject to subsection (f)(4) of this section, the towing service or storage facility shall send notice to the vehicle owner and any known lienholder as follows:
- A. Within five business days after the Registrar of Motor Vehicles provides the identity of the owner and any lienholder of the motor vehicle, if the vehicle remains unclaimed, to the owner's and lienholder's last known address by certified or express mail with return receipt requested or by a commercial carrier service utilizing any form of delivery requiring a signed receipt;
  - B. If the vehicle remains unclaimed thirty days after the first notice is sent, in the manner required under subsection (f)(1)A. of this section;
  - ~~C. If the vehicle remains unclaimed forty-five days after the first notice is sent, in the manner required under subsection (f)(1)A. of this section.~~
- (2) Sixty days after any notice sent pursuant to subsection (f)(1) of this section is received, as evidenced by a receipt signed by any person, or the towing service or storage facility has been notified that delivery was not possible, the towing service or storage facility, if authorized under subsection (B) of ORC 4505.101, may initiate the process for obtaining a certificate of title to the motor vehicle as provided in that section.
- (3) A towing service or storage facility that does not receive a signed receipt of notice, or a notification that delivery was not possible, shall not obtain, and shall not attempt to obtain, a certificate of title to the motor vehicle under subsection (B) of ORC 4505.101.
- (4) With respect to a vehicle concerning which a towing service or storage facility is not eligible to obtain title under ORC 4505.101, the towing service or storage facility need only comply with the initial notice required under subsection (f)(1)A. of this section.
- (g) (1) The owner or lienholder of a vehicle that is removed under subsection (b) of this section may reclaim it upon both of the following:
- A. Presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle or a lease agreement;
  - B. Payment of the following fees:

1. All applicable fees established by the Public Utilities Commission in rules adopted under ORC 4921.25, except that the lienholder of a vehicle may retrieve the vehicle without paying any storage fee for the period of time that the vehicle was in the possession of the towing service or storage facility prior to the date the lienholder received the notice sent under subsection (f)(1)A. of this section;
  2. If notice has been sent to the owner and lienholder as described in subsection (f) of this section, a processing fee of twenty-five dollars (\$25.00).
- (2) A towing service or storage facility in possession of a vehicle that is removed under authority of subsection (b) of this section shall show the vehicle owner, operator or lienholder who contests the removal of the vehicle all photographs taken under subsection (d) of this section. Upon request, the towing service or storage facility shall provide a copy of all photographs in the medium in which the photographs are stored, whether paper, electronic, or otherwise.
  - (3) When the owner of a vehicle towed under this section retrieves the vehicle, the towing service or storage facility in possession of the vehicle shall give the owner written notice that if the owner disputes that the motor vehicle was lawfully towed, the owner may be able to file a civil action under ORC 4513.611.
  - (4) Upon presentation of proof of ownership, which may be evidenced by a certificate of title to the vehicle, a certificate of registration for the motor vehicle or a lease agreement, the owner of a vehicle that is removed under authority of subsection (b) of this section may retrieve any personal items from the vehicle without retrieving the vehicle and without paying any fee. The owner of the vehicle shall not retrieve any personal items from a vehicle if it would endanger the safety of the owner, unless the owner agrees to sign a waiver of liability. For purposes of subsection (g)(4) of this section, "personal items" do not include any items that are attached to the vehicle.
- (h) No person shall remove, or cause the removal of any vehicle from private property that is established as a private tow-away zone under this section, or store such a vehicle other than in accordance with this section, or otherwise fail to comply with any applicable requirement of this section.
  - (i) This section does not affect or limit the operation of ORC 4513.60 or ORC 4513.61 to 4613.65 as they relate to property other than private property that is established as a private tow-away zone under subsection (a) of this section.
  - (j) Whoever violates subsection (h) of this section is guilty of a minor misdemeanor.
  - (k) As used in this section, "owner of a private property" or "owner of the private property" includes, with respect to a private property, any of the following:
    - (1) Any person who holds title to the property;
    - (2) Any person who is a lessee or sublessee with respect to a lease or sublease agreement for the property;
    - (3) A person who is authorized to manage the property;
    - (4) A duly authorized agent of any person listed in subsections (k)(1) to (3) of this section.
 (ORC 4513.601)

### **331.211 REPORT OF VEHICLE FAILING TO YIELD RIGHT-OF-WAY TO PUBLIC SAFETY VEHICLE.**

- (a) When the failure of a motor vehicle operator to yield the right-of-way to a public safety vehicle as required by Section 331.21(a) impedes the ability of the public safety vehicle to respond to an emergency, any emergency personnel in the public safety vehicle may report the license plate

number and a general description of the vehicle and the operator of the vehicle to the law enforcement agency exercising jurisdiction over the area where the alleged violation occurred.

- (b) (1) Upon receipt of a report under subsection (a) of this section, the law enforcement agency may conduct an investigation to attempt to determine or confirm the identity of the operator of the vehicle at the time of the alleged violation.
- (2) If the identity of the operator at the time of an alleged violation of Section 331.21(a) is established, the law enforcement agency has probable cause to issue either a written warning or a citation for that violation, and the agency shall issue a written warning or a citation to the operator.
- (3) If the identity of the operator of the vehicle at the time of the alleged violation cannot be established, the law enforcement agency may issue a warning to the person who owned the vehicle at the time of the alleged violation. However, in the case of a leased or rented vehicle, the law enforcement agency shall issue the written warning to the person who leased or rented the vehicle at the time of the alleged violation.
- (c) (1) Whoever violates Section 331.21(a) based on a report filed under subsection (a) of this section is guilty of a minor misdemeanor and shall be fined one hundred fifty dollars (\$150.00).
- (2) If a person who is issued a citation for a violation of Section 331.21(a) based on a report filed under subsection (a) of this section does not enter a written plea of guilty and does not waive the person's right to contest the citation but instead appears in person in the proper court to answer the charge, the trier of fact cannot find beyond a reasonable doubt that the person committed that violation unless the emergency personnel who filed the report appears in person in the court and testifies.
- (d) As used in this section:
  - (1) "License plate" includes any temporary motor vehicle license ~~placard~~ registration issued under ORC 4503.182 or similar law of another jurisdiction.
  - (2) "Public safety vehicle" does not include an unmarked public safety vehicle or a vehicle used by a public law enforcement officer or other person sworn to enforce the criminal and traffic laws of the State or a vehicle used by the Motor Carrier Enforcement Unit for the enforcement of orders and rules of the Public Utilities Commission. (ORC 4511.454)

### **331.37 DRIVING UPON SIDEWALKS, STREET LAWNS OR CURBS.**

- (a) No person shall drive any vehicle, other than a bicycle or an electric bicycle if the motor is not engaged, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway. *This prohibition does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle with the motor engaged while in the performance of the officer's duties. This prohibition does not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle with the motor engaged while in the performance of the officer's duties.* (ORC 4511.711)
- (b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.
- (c) Except as otherwise provided in this subsection, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.



If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.711)

### 333.03 MAXIMUM SPEED LIMITS; ASSURED CLEAR DISTANCE AHEAD.

- (a) No person shall operate a motor vehicle at a speed greater or less than is reasonable or proper, having due regard to the traffic, surface and width of the street or highway and any other conditions, and no person shall drive any motor vehicle in and upon any street or highway at a greater speed than will permit the person to bring it to a stop within the assured clear distance ahead.
- (b) It is prima facie lawful, in the absence of a lower limit declared or established pursuant to ORC 4511.21 by the Ohio Director of Transportation or Council, for the operator of a motor vehicle to operate the same at a speed not exceeding the following:
  - (1) A. Twenty miles per hour in school zones during school recess and while children are going to or leaving school during the opening or closing hours, and when twenty miles per hour school speed limit signs are erected; except, that on controlled-access highways and expressways, if the right-of-way line fence has been erected without pedestrian opening, the speed shall be governed by subsection (b)(4) hereof and on freeways, if the right-of-way line fence has been erected without pedestrian opening, the speed shall be governed by subsection (b)(7) hereof. The end of every school zone may be marked by a sign indicating the end of the zone. Nothing in this section or in the manual and specifications for a uniform system of traffic control devices shall be construed to require school zones to be indicated by signs equipped with flashing or other lights, or giving other special notice of the hours in which the school zone speed limit is in effect.
  - B. As used in this section, "school" means **all of the following**:
    - (i) **a** Any school chartered under ORC 3301.16;
    - (ii) **Any and any** nonchartered school that during the preceding year filed with the Department of Education in compliance with rule 3301-35-08 of the Ohio Administrative Code, a copy of the school's report for the parents of the school's pupils certifying that the school meets Ohio minimum standards for nonchartered, nontax-supported schools and presents evidence of this filing to the jurisdiction from which it is requesting the establishment of a school zone;
    - (iii) **Any special elementary school that in writing requests the county engineer to create a school zone at the location of the school. upon receipt of such written request, the county engineer shall create a school zone at that location by erecting appropriate signs; and**
    - (iv) **Any preschool education program operated by an educational service center that is located on a street or highway with a speed limit of forty-five miles per hour or more, when the educational service center in writing requests that the county engineer of the county in which the program is located create a school zone at the location of that program. Upon receipt of such a written request, the county engineer shall create a school zone at that location by erecting the appropriate signs.**
  - C. As used in this section, "school zone" means that portion of a street or highway passing a school fronting upon the street or highway that is encompassed by projecting the school property lines to the fronting street or highway. Upon request from the Municipality for streets and highways under its jurisdiction, the Ohio Director of Transportation may extend the traditional school zone boundaries. The distances in subsections (b)(1)C.1. to 3. hereof shall not exceed 300 feet per approach per direction and are bounded by whichever of the following distances or combinations thereof the Director approves as most appropriate:

1. The distance encompassed by projecting the school building lines normal to the fronting highway and extending a distance of 300 feet on each approach direction;
2. The distance encompassed by projecting the school property lines intersecting the fronting highway and extending a distance of 300 feet on each approach direction;
3. The distance encompassed by the special marking of the pavement for a principal school pupil crosswalk plus a distance of 300 feet on each approach direction of highway;

Nothing in this section shall be construed to invalidate the Director's initial action on August 9, 1976, establishing all school zones at the traditional school zone boundaries defined by projecting school property lines, except when those boundaries are extended as provided in subsections (b)(1)A. and C. hereof.

- D. As used in this subsection, "crosswalk" has the meaning given that term in Section 301.09. The Director may, upon request by resolution of Council, and upon submission by the Municipality of such engineering, traffic and other information as the Director considers necessary, designate a school zone on any portion of a State route lying within the Municipality that includes a crosswalk customarily used by children going to or leaving a school during recess and opening and closing hours, whenever the distance, as measured in a straight line, from the school property line nearest the crosswalk to the nearest point of the crosswalk is no more than 1,320 feet. Such a school zone shall include the distance encompassed by the crosswalk and extending 300 feet on each approach direction of the State route;
- (2) Twenty-five miles per hour in all other portions of the Municipality, except on State routes outside business districts, through highways outside business districts and alleys;
  - (3) Thirty-five miles per hour on all State routes or through highways within the Municipality outside business districts, except as provided in subsections (b)(4) and (5) hereof;
  - (4) Fifty miles per hour on controlled-access highways and expressways within the Municipality, except as provided in subsections (b)(8) to (b)(12) of this section;
  - (5) Fifty miles per hour on State routes within the Municipality outside urban districts unless a lower prima facie speed is established as further provided in this section;
  - (6) Fifteen miles per hour on all alleys within the Municipality;
  - (7) Fifty-five miles per hour on freeways with paved shoulders inside the Municipality other than freeways as provided in subsection (b)(10) and (12);
  - (8) Sixty miles per hour on rural expressways with traffic control signals and on all portions of rural divided highways, except as provided in subsections (b)(9) and (10) of this section;
  - (9) Sixty-five miles per hour on all rural expressways without traffic control signals;
  - (10) Seventy miles per hour on all rural freeways;
  - (11) Fifty-five miles per hour on all portions of freeways or expressways in congested areas as determined by the Director and that are located within a municipal corporation or within an interstate freeway outerbelt, except as provided in subsection (b)(12) of this section;
  - (12) Sixty-five miles per hour on all portions of freeways or expressways without traffic control signals in urbanized areas.
- (c) It is prima facie unlawful for any person to exceed any of the speed limitations in subsection (b)(1)A. to (b)(6) hereof, or any declared or established pursuant to this section by the Director or local authorities and it is unlawful for any person to exceed any of the speed limitations in subsection (d) hereof. No person shall be convicted of more than one violation of this section for the same conduct,

although violations of more than one provision of this section may be charged in the alternative in a single affidavit.

- (d) No person shall operate a motor vehicle upon a street or highway as follows:
- (1) At a speed exceeding fifty-five miles per hour, except upon a highway, expressway or freeway as provided in subsection (b)(8), (9), (10) and (12) hereof;
  - (2) At a speed exceeding sixty miles per hour upon a highway as provided in subsection (b)(8) hereof;
  - (3) At a speed exceeding sixty-five miles per hour upon an expressway as provided in subsection (b)(9) hereof, or upon a freeway as provided in subsection (b)(12) of this section, except upon a freeway as provided in subsection (b)(10) hereof;
  - (4) At a speed exceeding seventy miles per hour upon a freeway as provided in subsection (b)(10) hereof;
  - (5) At a speed exceeding the posted speed limit upon a highway, expressway or freeway for which the Director has determined and declared a speed limit pursuant to ORC 4511.21(I)(2) or (L)(2).
- (e) In every charge of violation of this section the affidavit and warrant shall specify the time, place and speed at which the defendant is alleged to have driven, and in charges made in reliance upon subsection (c) hereof also the speed which subsections (b)(1)A. to (b)(6) hereof, or a limit declared or established pursuant to this section declares is prima facie lawful at the time and place of such alleged violation, except that in affidavits where a person is alleged to have driven at a greater speed than will permit the person to bring the vehicle to a stop within the assured clear distance ahead the affidavit and warrant need not specify the speed at which the defendant is alleged to have driven.
- (f) When a speed in excess of both a prima facie limitation and a limitation in subsection (d) hereof is alleged, the defendant shall be charged in a single affidavit, alleging a single act, with a violation indicated of both subsections (b)(1)A. to (b)(6) hereof, or of a limit declared or established pursuant to this section by the Director or local authorities, and of the limitation in subsection (d) hereof. If the court finds a violation of subsection (b)(1)A. to (b)(6) hereof, or a limit declared or established pursuant to this section has occurred, it shall enter a judgment of conviction under such subsection and dismiss the charge under subsection (d) hereof. If it finds no violation of subsections (b)(1)A. to (b)(6) hereof or a limit declared or established pursuant to this section, it shall then consider whether the evidence supports a conviction under subsection (d) hereof.
- (g) Points shall be assessed for violation of a limitation under subsection (d) hereof in accordance with ORC 4510.036.
- (h) Whenever, in accordance with ORC 4511.21 or this section, the speed limitations as established herein have been altered, either higher or lower, and the appropriate signs giving notice have been erected as required, operators of motor vehicles shall be governed by the speed limitations set forth on such signs. It is prima facie unlawful for any person to exceed the speed limits posted upon such signs.
- (i) As used in this section:
- (1) *"Interstate system"* has the same meaning as in 23 U.S.C.A. 101.
  - (2) *"Commercial bus"* means a motor vehicle designed for carrying more than nine passengers and used for the transportation of persons for compensation.
  - (3) *"Noncommercial bus"* includes but is not limited to a school bus, or a motor vehicle operated solely for the transportation of persons associated with a charitable or nonprofit organization.

- (4) *"Outerbelt"* means a portion of a freeway that is part of the interstate system and is located in the outer vicinity of a major municipal corporation or group of municipal corporations, as designated by the Director.
- (5) *"Rural"* means an area outside urbanized areas and outside of a business or urban district, and areas that extend within urbanized areas where the roadway characteristics remain mostly unchanged from those outside the urbanized areas.
- (6) *"Urbanized area"* has the same meaning as in 23 U.S.C. 101.
- (7) *"Divided"* means a roadway having two or more travel lanes for vehicles moving in opposite directions and that is separated by a median of more than four feet, excluding turn lanes.
- (j) (1) A violation of any provision of this section is one of the following:
- A. Except as otherwise provided in subsections (j)(1)B., (1)C., (2) and (3) of this section, a minor misdemeanor;
  - B. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to two violations of any provision of this section or of any provision of ORC 4511.21 or a municipal ordinance that is substantially similar to any provision of this section, a misdemeanor of the fourth degree;
  - C. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to three or more violations of any provision of this section or of any provision of ORC 4511.21 or a municipal ordinance that is substantially similar to any provision of this section, a misdemeanor of the third degree.
- (2) If the offender has not previously been convicted of or pleaded guilty to a violation of any provision of ORC 4511.21 or of any provision of a municipal ordinance that is substantially similar to ORC 4511.21 and operated a motor vehicle faster than thirty-five miles an hour in a business district of a municipal corporation, faster than fifty miles an hour in other portions of a municipal corporation, or faster than thirty-five miles an hour in a school zone during recess or while children are going to or leaving school during the school's opening or closing hours, a misdemeanor of the fourth degree.
- (3) Notwithstanding subsection (j)(1) of this section, if the offender operated a motor vehicle in a construction zone where a sign was then posted in accordance with ORC 4511.98, the court, in addition to all other penalties provided by law, shall impose upon the offender a fine of two times the usual amount imposed for the violation. No court shall impose a fine of two times the usual amount imposed for the violation upon an offender if the offender alleges, in an affidavit filed with the court prior to the offender's sentencing, that the offender is indigent and is unable to pay the fine imposed pursuant to this subsection and if the court determines that the offender is an indigent person and unable to pay the fine.
- (4) If the offender commits the offense while distracted and the distracting activity is a contributing factor to the commission of the offense, the offender is subject to the additional fine established under Section 303.991 of the Traffic Code. (ORC 4511.21)

### **335.02 PERMITTING OPERATION WITHOUT VALID LICENSE; ONE LICENSE PERMITTED.**

- (a) No person shall permit the operation of a motor vehicle upon any public or private property used by the public for purposes of vehicular travel or parking knowing the operator does not have a valid driver's license issued to the operator by the Registrar of Motor Vehicles under ORC Chapter 4507 or a valid commercial driver's license issued under ORC Chapter 4506.
- (b) No person shall receive a driver's license, or a motorcycle operator's endorsement of a driver's or commercial driver's license, [temporary instruction permit, or identification card](#) unless and until he

surrenders to the Registrar or a deputy registrar all valid licenses, temporary instruction permits, and identification cards issued to him by another jurisdiction recognized by the State of Ohio. No person shall be ~~permitted to have~~ possess more than one valid license, temporary instruction permit, or identification card at any time. (ORC 4507.02)

(c) (1) Except as otherwise provided in this subsection, whoever violates subsection (a) hereof is guilty of an unclassified misdemeanor. When the offense is an unclassified misdemeanor, the offender shall be sentenced pursuant to ORC 2929.21 to 2929.28, except that the offender shall not be sentenced to a jail term; the offender shall not be sentenced to a community residential sanction pursuant to ORC 2929.26; notwithstanding subsection (A)(2)(a) of ORC 2929.28, the offender may be fined up to one thousand dollars (\$1,000) and, notwithstanding subsection (A)(3) of ORC 2929.27, the offender may be ordered pursuant to subsection (C) of that section to serve a term of community service of up to five hundred hours. The failure of an offender to complete a term of community service imposed by the court may be punished as indirect criminal contempt under subsection (A) of ORC 2705.02 that may be filed in the underlying case. If, within three years of the offense, the offender previously has been convicted of or pleaded guilty to two or more violations of ORC 4507.02 or a substantially equivalent municipal ordinance, the offense is a misdemeanor of the first degree.

(2) Whoever violates subsection (b) hereof is guilty of a misdemeanor of the first degree. (ORC 4507.02; 4507.99)

### 335.021 OHIO DRIVER'S LICENSE REQUIRED FOR IN STATE RESIDENTS.

(a) Any person who becomes a resident of this State, within thirty days of becoming a resident, shall surrender any driver's license, temporary instruction permit, or identification card issued by another state to the Registrar of Motor Vehicles or a Deputy Registrar. If such a person intends to operate a motor vehicle upon the public roads or highways, the person shall apply for a temporary instruction permit or driver's license in this State. If the person fails to apply for a temporary instruction permit or driver's license within thirty days of becoming a resident, the person shall not operate any motor vehicle in this Municipality under a license or permit issued by another state.

(b) (1) Whoever violates subsection (a) of this section is guilty of a minor misdemeanor.

(2) The offense established under subsection (b)(1) of this section is a strict liability offense and strict liability is a culpable mental state for purposes of ORC 2901.20. The designation of this offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(c) For purposes of subsection (a) of this section, "resident" means any person to whom any of the following applies:

- (1) The person maintains their principal residence in this State and does not reside in this State as a result of the person's active service in the United States Armed Forces.
- (2) The person is determined by the Registrar of Motor Vehicles to be a resident in accordance with standards adopted by the Registrar under ORC 4507.01. (ORC 4507.213)

### 335.04 CERTAIN ACTS PROHIBITED.

(a) No person shall do any of the following:

- (1) Display, or cause or permit to be displayed, or possess any identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit knowing the same to be fictitious, or to have been canceled, suspended or altered;



- (2) Lend to a person not entitled thereto, or knowingly permit a person not entitled thereto to use any identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit issued to the person so lending or permitting the use thereof;
  - (3) Display or represent as one's own, any identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit not issued to the person so displaying the same;
  - (4) Fail to surrender to the Registrar of Motor Vehicles, upon the Registrar's demand, any identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit that has been suspended or canceled;
  - (5) In any application for an identification card, driver's or commercial driver's license, temporary instruction permit or commercial driver's license temporary instruction permit, or any renewal, reprint or duplicate thereof, knowingly conceal a material fact, or present any physician's statement required under ORC 4507.08 or 4507.081 when knowing the same to be false or fictitious.
- (b) Whoever violates this section is guilty of a misdemeanor of the first degree. (ORC 4507.30)

### 335.09 DISPLAY OF LICENSE PLATES AND VALIDATION STICKERS OR TEMPORARY LICENSE REGISTRATION.

- (a) (1) No person who is the owner or operator of a motor vehicle shall fail to display in plain view on the rear of the motor vehicle a license plate that displays the distinctive number and registration mark assigned to the motor vehicle by the Ohio Director of Public Safety, including any county identification sticker and any validation sticker ~~when required by and~~ issued under ORC 4503.19 and 4503.191. ~~However, a commercial tractor shall display the license plate and validation sticker on the front of the commercial tractor.~~
  - (2) A license plate shall be securely fastened so as not to swing, and shall not be covered by any material that obstructs ~~their~~ its visibility.
  - (3) No person to whom a temporary ~~license placard~~ motor vehicle or ~~registration windshield sticker~~ has been issued for the use of a motor vehicle under ORC 4503.182, and no operator of that motor vehicle, shall fail to display the temporary ~~motor vehicle license registration placard~~ in plain view from the rear of the vehicle either in the rear window or on an external rear surface of the motor vehicle. ~~, or fail to display the windshield sticker in plain view on the rear window of the motor vehicle. No temporary license placard or windshield sticker shall be covered by any material that obstructs its visibility.~~
  - (4) No person shall cover a temporary motor vehicle license registration by any material that obstructs its visibility.
- (b) Whoever violates this section is guilty of a minor misdemeanor
- (c) The offenses established under subsection (a) of this section ~~is are a~~ strict liability offenses and ORC 2901.20 does not apply. The designation of ~~this~~ these offenses as ~~a~~ strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, ~~is are~~ not ~~a~~ strict liability offenses.

(Ord. No. 21-30 , § 1(Exh. A), 10-25-21.)

State law reference(s)—Display of license plates and validation stickers or temporary license registration, ORC 4503.21.

**337.10 LIGHTS ON SLOW-MOVING VEHICLES; EMBLEM REQUIRED.**(a) Definitions. As used in this section:

(1) Boat trailer means any vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.

(2) Slow-moving vehicle and SMV mean a boat trailer, unit of farm machinery, road construction machinery, or other machinery designed by the manufacturer to operate at a speed of twenty-five miles per hour or less. "Slow-moving vehicle" and "SMV" do not include a bicycle, motorized bicycle, electric bicycle, or animal-drawn vehicle.

(b) Requirements for SMVs.

(1) Except as otherwise provided, no person shall operate an SMV on a street or highway as follows:

a. At a speed exceeding twenty-five miles per hour;

b. Without displaying the triangular SMV emblem mounted in accordance with division (b)(2) of this section.

(2) The SMV emblem shall be mounted so as to be visible from a distance of not less than five hundred feet to the rear. In accordance with ORC ch. 119, the director of public safety shall adopt standards and specifications for the design and position of mounting the SMV emblem. The standards and specifications for the SMV emblem shall correlate with and, so far as possible, conform with those approved by the American society of agricultural engineers.

(3) A person may operate an SMV on a street or highway without displaying the triangular SMV emblem when any of the following apply:

a. The SMV is being used in actual construction and maintenance work in an area guarded by a flagperson, or where flares are used.

b. The SMV is operating or traveling within the limits of a construction area designated by the director of transportation, a city engineer, or the county engineer of the several counties, when such construction area is marked in accordance with requirements of the director and the manual of uniform traffic control devices, as set forth in ORC 4511.09.

(4) No person shall display an SMV emblem on any of the following:

a. Any vehicle not required to use the SMV emblem by this subsection or subsections (c) or (d) of this section;

b. An SMV being transported upon any other vehicle;

c. Any stationary object on the highway.

(5) No person shall sell, lease, rent, or operate an SMV, except a unit designed to be completely mounted on a primary power unit that is manufactured or assembled on or after April 1, 1966, unless it is equipped with an SMV emblem mounting device.

(6) Whoever violates this subsection is guilty of a minor misdemeanor.

(c) Farm machinery.

(1) No person shall sell, lease, rent, or operate on a street or highway any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour unless the unit displays both of the following:

a. The SMV emblem mounted in accordance with division (b)(2) of this section.

b. A speed identification symbol that does both of the following:

i. Meets the specifications contained in the American society of agricultural engineers standard ANSI/ASAE S584 JAN2005, agricultural equipment: speed identification symbol (SIS);

ii. Indicates the maximum speed in miles per hour at which the unit of farm machinery is designed by its manufacturer to operate.

(2) No person operating a tractor on a street or highway that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour and that is towing, pulling, or otherwise drawing a unit of farm machinery while operating at a speed greater than twenty-five miles per hour shall fail to display both of the following on the unit of farm machinery:

a. The SMV emblem;

b. The speed identification symbol that matches the speed identification symbol required to be displayed on the agricultural tractor.

(3) No person shall operate an agricultural tractor that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour unless the person possesses documentation published or provided by the manufacturer indicating the maximum speed in miles per hour at which the manufacturer designed the agricultural tractor to operate.

(4) Whoever violates this subsection is guilty of a minor misdemeanor.

(d) Animal-drawn vehicles.

(1) Except as otherwise provided in division (d)(4) of this section, no person shall operate an animal-drawn vehicle on a street or highway unless it is equipped with and displays, at the times specified in ORC 4513.03, both of the following:

a. At least one lamp displaying a white light visible from a distance of not less than one thousand feet to the front of the animal-drawn vehicle;

b. Two lamps displaying red light visible from a distance of not less than one thousand feet to the rear of the animal-drawn vehicle, or as an alternative, one lamp displaying a red light visible from a distance of not less than one thousand feet to the rear and two red reflectors visible from all distances of six hundred feet to one hundred feet to the rear when illuminated by the lawful lower beams of headlamps.

(2) Except as otherwise provided in division (d) (4) of this section, no person shall operate an animal-drawn vehicle on a street or highway unless it is equipped with and displays, at all times, all of the following:

a. One yellow flashing lamp displaying yellow light that is visible from a distance of not less than one thousand feet and that is mounted in either of the following positions:

i. On the top most portion of the rear of the animal-drawn vehicle;

ii. On the top of the animal-drawn vehicle.

b. At least one of the following:

(i) An SMV emblem mounted in accordance with division (b)(2) of this section;

(ii) Micro-prism reflective tape that is visible from a distance of not less than five hundred feet to the rear when illuminated by the lawful lower beams of headlamps;

(iii) Both an SMV emblem and micro-prism reflective tape, as specified in this division.

Lamps and micro-prism reflective tape required by this division shall meet standards and specifications adopted by the director of public safety under this section.

(3) The Ohio director of public safety, in accordance with ORC ch. 119, shall adopt rules establishing standards and specifications for the position and mounting of the lamps and micro-prism reflective tape required by this section. The rules shall only permit the micro-prism reflective tape to be red, amber, white, or silver in color.

(4) a. Divisions (1) and (2) of this section do not apply to the operator of animal-drawn agricultural equipment who is not transporting any livestock or a person other than the operator.

b. No operator described in division (d)(1) of this section shall operate animal-drawn agricultural equipment unless it is equipped with and displays, at all times, the SMV emblem mounted in accordance with division (b)(2) of this section.

c. As used in this division (d)(4), "animal-drawn agricultural equipment" means equipment drawn by the muscular power of an animal that is used solely for agricultural purposes. "Animal-drawn agricultural equipment" includes any of the following:

(i) A plow;

(ii) A manure spreader.

(iii) A thresher.

(5) Whoever violates this division is guilty of a minor misdemeanor.

(e) *Strict liability.* The offenses established under this section are strict liability offenses, and ORC 2901.20 does not apply. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(R.C. 4513.11, ORC 4513.112, ORC 4513.113, ORC 4513.114, ORC 4513.115)

~~(a) All vehicles other than bicycles, including animal-drawn vehicles and vehicles referred to in Section 337.01(c), not specifically required to be equipped with lights or other lighting devices by Sections 337.02 to 337.09, shall at all times specified in Section 337.02, be equipped with at least one light displaying a white light visible from a distance of not less than 1,000 feet to the front of the vehicle, and also shall be equipped with two lights displaying red light visible from a distance of not less than 1,000 feet to the rear of the vehicle, or as an alternative, one light displaying a red light visible from a distance of not less than 1,000 feet to the rear and two red reflectors visible from all distances of 600 feet to 100 feet to the rear when illuminated by the lawful lower beams of headlights.~~

~~Lights and reflectors required or authorized by this section shall meet standards adopted by the Ohio Director of Public Safety.~~

~~(b) All boat trailers, farm machinery and other machinery, including all road construction machinery, upon a street or highway, except when being used in actual construction and maintenance work in an area guarded by a flagperson, or where flares are used, or when operating or traveling within the limits of a construction area designated by the Ohio Director of Transportation, or the Municipal or County Engineer, when such construction area is marked in accordance with requirements of the Director and the Manual of Uniform Traffic Control Devices, as set forth in ORC 4511.09, which is designed for operation at a speed of twenty-five miles per hour or less shall be operated at a speed not exceeding twenty-five miles per hour, and shall display a triangular slow-moving vehicle emblem (SMV). The emblem shall be mounted so as to be visible from a distance of not less than 500 feet to the rear. The Ohio Director of Public Safety shall adopt standards and specifications for the design and position of mounting the SMV emblem. The standards and specifications for SMV emblems referred to in this section shall correlate with and, so far as possible, conform with those approved by the American Society of Agricultural Engineers.~~

~~A unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour may be operated on a street or highway at a speed greater than twenty-five miles per hour provided it is operated in accordance with this section.~~

~~As used in this subsection (b), "machinery" does not include any vehicle designed to be drawn by an animal.~~

~~(c) The use of the SMV emblem shall be restricted to animal-drawn vehicles, and to the slow-moving vehicles specified in subsection (b) hereof operating or traveling within the limits of the highway. Its use on slow-moving vehicles being transported upon other types of vehicles or on any other type of vehicle or stationary object on the highway is prohibited.~~

~~(d) (1) No person shall sell, lease, rent or operate any boat trailer, farm machinery or other machinery defined as a slow-moving vehicle in subsection (b) hereof, except those units designed to be completely mounted on a primary power unit, which is manufactured or assembled on or after April 1, 1966, unless the vehicle is equipped with a slow-moving vehicle emblem mounting device as specified in subsection (b) hereof.~~

~~(2) No person shall sell, lease, rent, or operate on a street or highway any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour unless the unit displays a slow-moving vehicle emblem as specified in subsection (b) of this section and a speed identification symbol that meets the specifications contained in the American Society of Agricultural Engineers Standard ANSI/ASAE S584 JAN2005, agricultural equipment; speed identification symbol (SIS).~~

~~(e) Any boat trailer, farm machinery, or other machinery defined as a slow-moving vehicle in subsection (b) of this section, in addition to the use of the slow-moving vehicle emblem, and any unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour, in addition to the display of a speed identification symbol may be equipped with a red flashing light that shall be visible from a distance of not less than one thousand feet to the rear at all times specified in Section 337.02. When a double-faced light is used, it shall display amber light to the front and red light to the rear.~~

~~In addition to the lights described in this subsection, farm machinery and motor vehicles escorting farm machinery may display a flashing, oscillating or rotating amber light, as permitted by Section 337.16, and also may display simultaneously flashing turn signals or warning lights, as permitted by that section.~~

~~(f) Every animal-drawn vehicle upon a street or highway shall at all times be equipped in one of the following ways:~~

~~(1) With a slow-moving vehicle emblem complying with subsection (b) hereof;~~

~~(2) With alternate reflective material complying with rules adopted under this subsection (f);~~

~~(3) With both a slow-moving vehicle emblem and alternate reflective material as specified in this subsection (f).~~

~~The Ohio Director of Public Safety, subject to ORC Chapter 119, shall adopt rules establishing standards and specifications for the position of mounting of the alternate reflective material authorized by this subsection (f). The rules shall permit, as a minimum, the alternate reflective material to be black, gray or silver in color. The alternate reflective material shall be mounted on the animal-drawn vehicle so as to be visible at all times specified in Section 337.02, from a distance of not less than 500 feet to the rear when illuminated by the lawful lower beams of headlamps.~~

~~(g) Every unit of farm machinery that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour shall display a slow-moving vehicle emblem and a speed identification symbol that meets the specifications contained in the American Society of Agricultural Engineers Standard ANSI/ASAE S584 JAN2005, agricultural equipment; speed identification symbol (SIS) when the unit is operated upon a street or highway, irrespective of the speed at which the unit is operated on the street or highway. The speed identification symbol shall indicate the maximum speed in miles per hour at which the unit of farm machinery is designed by its manufacturer to operate. The display of the speed identification symbol shall be in accordance with the standard prescribed in this subsection.~~

~~If an agricultural tractor that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour is being operated on a street or highway at a speed greater than twenty-five~~



~~miles per hour and is towing, pulling or otherwise drawing a unit of farm machinery, the unit of farm machinery shall display a slow moving vehicle emblem and a speed identification symbol that is the same as the speed identification symbol that is displayed on the agricultural tractor.~~

~~(h) When an agricultural tractor that is designed by its manufacturer to operate at a speed greater than twenty-five miles per hour is being operated on a street or highway at a speed greater than twenty-five miles per hour, the operator shall possess some documentation published or provided by the manufacturer indicating the maximum speed in miles per hour at which the manufacturer designed the agricultural tractor to operate.~~

~~(i) As used in this section, "boat trailer" means any vehicle designed and used exclusively to transport a boat between a place of storage and a marina, or in and around a marina, when drawn or towed on a street or highway for a distance of no more than ten miles and at a speed of twenty-five miles per hour or less.~~

~~(j) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4513.11)~~

### **337.16 NUMBER OF LIGHTS; LIMITATIONS ON FLASHING, OSCILLATING OR ROTATING LIGHTS.**

(a) Whenever a motor vehicle equipped with headlights also is equipped with any auxiliary lights or spotlight or any other light on the front thereof projecting a beam of an intensity greater than 300 candle power, not more than a total of five of any such lights on the front of a vehicle shall be lighted at any one time when the vehicle is upon a highway.

(b) Any lighted light or illuminating device upon a motor vehicle, other than headlights, spotlights, signal lights or auxiliary driving lights, that projects a beam of light of an intensity greater than 300 candle power, shall be so directed that no part of the beam will strike the level of the roadway on which the vehicle stands at a distance of more than seventy-five feet from the vehicle.

(c) (1) Flashing lights are prohibited on motor vehicles, except as a means for indicating a right or a left turn, or in the presence of a vehicular traffic hazard requiring unusual care in approaching, or overtaking or passing. This prohibition does not apply to emergency vehicles, road service vehicles servicing or towing a disabled vehicle, stationary waste collection vehicles actively collecting garbage, refuse, trash or recyclable materials on the roadside, rural mail delivery vehicles, vehicles transporting preschool children as provided in ORC 4513.182, highway maintenance vehicles, funeral hearses, funeral escort vehicles and similar equipment operated by the Department or local authorities, which shall be equipped with and display, when used on a street or highway for the special purpose necessitating such lights, a flashing, oscillating or rotating amber light, but shall not display a flashing, oscillating or rotating light of any other color, nor to vehicles or machinery permitted by Section 337.10 to have a flashing red light.

(2) When used on a street or highway, farm machinery and vehicles escorting farm machinery may be equipped with and display a flashing, oscillating, or rotating amber light, and the prohibition contained in subsection (c)(1) hereof does not apply to such machinery or vehicles. Farm machinery also may display the lights described in Section 337.10.

(3) Division (C)(1) of this section does not apply to animal-drawn vehicles subject to ORC 4513.114.

(d) Except a person operating a public safety vehicle, as defined in Section 301.27, or a school bus, no person shall operate, move or park upon or permit to stand within the right-of-way of any public street or highway any vehicle or equipment that is equipped with and displaying a flashing red or a flashing combination red and white light, or an oscillating or rotating red light, or a combination red and white oscillating or rotating light; and except a public law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the State or Municipality, operating a public safety vehicle when on duty, no person shall operate, move or park upon, or permit to stand within the right-of-way of any street or highway any vehicle or equipment that is equipped with, or upon which is mounted, and displaying a flashing blue or a flashing combination blue and white light, or an oscillating or rotating blue light, or a combination blue and white oscillating or rotating light.

- (e) This section does not prohibit the use of warning lights required by law or the simultaneous flashing of turn signals on disabled vehicles or on vehicles being operated in unfavorable atmospheric conditions in order to enhance their visibility. This section also does not prohibit the simultaneous flashing of turn signals or warning lights either on farm machinery or vehicles escorting farm machinery, when used on a street or highway.
- (f) Whoever violates this section is guilty of a minor misdemeanor. (ORC 4513.17)

### **371.13 OPERATION OF PERSONAL DELIVERY DEVICE ON SIDEWALKS AND CROSSWALKS.**

- (a) As used in this section:
  - (1) *"Eligible entity"* means a corporation, partnership, association, firm, sole proprietorship, or other entity engaged in business.
  - (2) *"Personal delivery device"* means an electrically powered device to which all of the following apply:
    - A. The device is intended primarily to transport property on sidewalks and crosswalks.
    - B. The device weighs less than **five hundred and fifty** ~~ninety~~ pounds excluding any property being carried in the device.
    - C. The device has a maximum speed of ten miles per hour.
    - D. The device is equipped with technology that enables the operation of the device with active control or monitoring by a person, without active control or monitoring by a person, or both with or without active control or monitoring by a person.
  - (3) *"Personal delivery device operator"* means an agent of an eligible entity who exercises direct physical control over, or monitoring of, the navigation and operation of a personal delivery device. "Personal delivery device operator" does not include, with respect to a delivery or other service rendered by a personal delivery device, the person who requests the delivery or service. "Personal delivery device operator" also does not include a person who only arranges for and dispatches a personal delivery device for a delivery or other service.
- (b) An eligible entity may operate a personal delivery device on sidewalks and crosswalks so long as all of the following requirements are met:
  - (1) The personal delivery device is operated in accordance with all regulations, if any, established by each local authority within which the personal delivery device is operated.
  - (2) A personal delivery device operator is actively controlling or monitoring the navigation and operation of the personal delivery device.
  - (3) The eligible entity maintains an insurance policy that includes general liability coverage of not less than one hundred thousand dollars for damages arising from the operation of the personal delivery device by the eligible entity and any agent of the eligible entity.
  - (4) The device is equipped with all of the following:
    - A. A marker that clearly identifies the name and contact information of the eligible entity operating the personal delivery device and a unique identification number;
    - B. A braking system that enables the personal delivery device to come to a controlled stop;
    - C. If the personal delivery device is being operated between sunset and sunrise, a light on both the front and rear of the personal delivery device that is visible in clear weather from a distance of at least five hundred feet to the front and rear of the personal delivery device when directly in front of low beams of headlights on a motor vehicle.
- (c) No personal delivery device operator shall allow a personal delivery device to do any of the following:
  - (1) Fail to comply with traffic or pedestrian control devices and signals;

- (2) Unreasonably interfere with pedestrians or traffic;
  - (3) Transport any hazardous material that would require a permit issued by the public utilities commission;
  - (4) Operate on a street or highway, except when crossing the street or highway within a crosswalk.
- (d) A personal delivery device has all of the rights and obligations applicable to a pedestrian under the same circumstances, except that a personal delivery device shall yield the right-of-way to human pedestrians on sidewalks and crosswalks.
- (e) (1) No person shall operate a personal delivery device unless the person is authorized to do so under this section and complies with the requirements of this section.
- (2) An eligible entity is responsible for both of the following:
- A. Any violation of this section that is committed by a personal delivery device operator; and
  - B. Any other circumstance, including a technological malfunction, in which a personal delivery device operates in a manner prohibited by subsections (c)(1) to (4) of this section.

(ORC 4511.513)

(Ord. No. 21-30 , § 1(Exh. A), 10-25-21.)

State law reference(s)—Operation of personal delivery device on sidewalks and crosswalks, ORC 4511.513.

### 373.10 ELECTRIC BICYCLES.

- (a) (1) The operation of a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle is permitted on a path set aside for the exclusive use of bicycles or on a shared-use path, unless the Municipality by resolution, ordinance, or rule prohibits the use of a class 1 electric bicycle or class 2 electric bicycle on such a path.
  - (2) No person shall operate a class 1 electric bicycle, a class 2 electric bicycle or a class 3 electric bicycle on a path that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for nonmotorized use, unless the Municipality by resolution, ordinance or rule authorizes the use of a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on such a path.
  - (3) Subsections (1) and (2) of this section do not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle while in the performance of the officer's duties.
- (b) (1) No person under sixteen years of age shall operate a class 3 electric bicycle; however, a person under sixteen years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.
- (2) No person shall operate or be a passenger on a class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.
- (c) (1) Except as otherwise provided in this subsection, whoever operates an electric bicycle in a manner that is prohibited under subsection (a) of this section and whoever violates subsection (b) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more

predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

- (2) The offenses established under subsection (c)(1) of this section are strict liability offenses and strict liability is a culpable mental state for purposes of ORC 2901.20. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(Ord. No. 21-30 , § 1(Exh. A), 10-25-21)

State law reference(s)—Electric bicycles; labels; compliance with federal regulations; permitted use; violations, ORC 4511.522.

## Council Memo: Legislation (22-45)

**Subject:** Code Amendments - Chapters 909, 911, 913  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Letty Schamp, Transportation & Mobility Director  
Kelly Clodfelder, Staff Attorney, Law Department  
**Date:** December 12, 2022

### Executive Summary

This ordinance provides changes and additions to several chapters of City Code that related to sidewalks, gutters, and construction specifications, as summarized below:

- Repeals *Chapter 909 Repair and Maintenance of Sidewalks and Gutters* in its entirety and replaces it with *Chapter 909 Sidewalks, Curb Ramps, and Shared-Use Paths*.
- Adds a new *Chapter 911 Driveway Approach, Curb and Gutter*.
- Repeals *Chapter 913 Construction Specifications* in its entirety and replaces it with *Chapter 913 Design and Construction Specifications*.

### Staff Recommendation

Staff recommends that Council adopt this piece of legislation to clarify property owner and city responsibilities for various types of infrastructure located in the public right-of-way that serves individual properties and the general public, including sidewalks, shared-use paths, driveway approaches, curb, and gutter.

### Background

The City of Hilliard is in the process of developing a Sidewalk Maintenance and Repair Program (the "Program") to pro-actively repair or replace sidewalks citywide. Changes are required to Chapter 909 of City code to clarify responsibilities of property owners and the City prior to implementation of the Program. Chapter 909 was expanded to also address other infrastructure that is part of the City's active transportation network, such as shared-use paths and curb ramps.

Presently, Chapter 909 also includes property owner responsibility for gutters along the street. Gutter responsibility was removed from Chapter 909 and has been combined with driveway approaches, curb and gutter to form a new Chapter 911. Chapter 911 clarifies property owner responsibility and city responsibility for this infrastructure.

Chapter 913 pertains to construction specifications. The information in this chapter was out of date and not consistent with current City of Hilliard Engineering Design Guidelines, City of Hilliard standard drawings, and commonly used Construction and Material Specifications by the City of Columbus and the Ohio Department of Transportation. Specific construction specifications are being removed from Chapter 913 of City Code and the above documents are incorporated by reference.

### Financial Impacts

There are no anticipated financial impacts.

### Expected Benefits

The code amendments will ensure the City and its residents understand the exact responsibilities for construction, maintenance, repair, and routine care for sidewalks, curb ramps, shared-use paths, driveway approaches, curb and gutter as well as the specifications for design and construction of this infrastructure located in the public right-of-way.

### Attachments

- Summary of Responsibility and Exceptions-Chapter 909 and 911



## Summary of Responsibility and Exceptions

### Chapter 909 Sidewalks, Curb Ramps, and Shared-Use Paths

Infrastructure Type	Responsibility	Exceptions
Sidewalk	Property Owner	Damage by street trees, utilities, or roadside drainage on uncurbed streets
Shared-Use Path	City	Damage by property owner activities
Curb Ramps	City	None
Enhanced Portion of Walkway (Streetscape Elements)	City	None

### Chapter 911 Driveway Approach, Curb and Gutter

Infrastructure Type	Responsibility	Exceptions
Driveway Approach	Property Owner	City is reconstructing street and requires new approach
Curb & Gutter in front of Driveway Approach	Property Owner	City is reconstructing or resurfacing the street <i>and</i> replacement/repair is required for proper drainage
Curb & Gutter outside limits of Driveway Approach	City	Damage by property owner activities



Ordinance: 22-45

Passed:

Page 1 of

Effective:

**REPEALING AND REPLACING CHAPTERS 909 AND 913 AND ADOPTING CHAPTER 911 OF THE CITY'S CODIFIED ORDINANCES REGARDING MAINTENANCE AND CONSTRUCTION REQUIREMENTS RELATED TO SIDEWALKS, CURB RAMPS, SHARED-USE PATHS, DRIVEWAY APPROACHES, CURBS AND GUTTERS.**

**WHEREAS**, the City of Hilliard in in the process of developing a Sidewalk Maintenance Program; and

**WHEREAS**, in order to move forward with the Program, a review of the City's Codified Ordinances was necessary in order to address and clarify property owner and City responsibilities as it relates to the construction and maintenance of various types of infrastructure; and

**WHEREAS**, upon review, City staff determined that it was necessary to repeal and replace Chapters 909 and 913, as well as adopt a new Chapter 911; and

**WHEREAS**, the City believes that amending the City's Codified Ordinances, as identified in Exhibits "A", "B", and "C", attached hereto and incorporated herein, promotes the general health, safety, and welfare of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** City Council finds that repealing and replacing Chapter 909 of the City's Codified Ordinances, as shown in Exhibit "A" is in the City's best interest. Chapter 909, as shown in Exhibit "A" is approved and shall be incorporated into the City's Codified Ordinances.

**SECTION 2.** City Council finds that adopted Chapter 911, as shown on Exhibit "B", is in the City's best interest. Chapter 911, as shown in Exhibit "B" is approved and shall be incorporated into the City's Codified Ordinances.

**SECTION 3.** City Council finds that repealing and replacing Chapter 913 of the City's Codified Ordinances, as shown in Exhibit "C" is in the City's best interest. Chapter 913, as shown in Exhibit "C" is approved and shall be incorporated into the City's Codified Ordinances.

**SECTION 4.** This Ordinance shall be in effect from and after the earliest time provided for by law.

ATTEST:

SIGNED:

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip K. Hartmann  
Director of Law

✓ Vote Record - Ordinance 22-45						
<input type="checkbox"/> Adopted			<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						

## ***CHAPTER 909 SIDEWALKS, CURB RAMPS, AND SHARED-USE PATHS***

### **909.01 Authority.**

Chapter 909 of the Hilliard City Code and the provisions of section 729.01 of the Ohio Revised Code, require property owners to be responsible for the maintenance, repair, and if necessary, replacement of that portion of sidewalk abutting their property line against any public street or alley in order that publicly accessible sidewalks be maintained in a safe condition.

### **909.02 Responsibility.**

The construction, maintenance, and repair of sidewalks, curb ramps, and shared-use paths are divided into specific responsibility:

- (a) Existing Sidewalk. Existing sidewalks within publicly dedicated right-of-way for public streets and alleys are the responsibility of the abutting property owner for all required maintenance, repair and replacement activities, and all associated costs thereof to maintain a safe access for pedestrian movement.
- (b) Existing Curb Ramps. Existing curb ramps constructed within publicly dedicated right-of-way are the responsibility of the City to repair and replace as required, including the inclined ramp, landing area, and transition section of sidewalk. Such repairs shall be performed by the City.
- (c) Existing Asphalt and Concrete Shared Use Paths (SUP). Property owners, whose individual properties front an asphalt or concrete SUP, which is eight foot or greater in width, that has been constructed as part of the designated City trail and pathway network, are not responsible for repair and replacement of the asphalt or concrete SUP unless damaged by activities on the private property. The property owner shall not cut the SUP or bore under the SUP without obtaining a permit and proper inspection.
- (d) New Development. All new developments within the City shall include the design and construction of sidewalks, curb ramps, and shared-use paths that meet the current Public Right-of-Way Accessibility Guidelines (PROWAG) and conform to City requirements. Sidewalks and ramps shall be provided within the public right-of-way along both sides of all public streets, and along private streets and parking areas per the City's Complete Streets Policy and per City specifications. Shared-use paths shall be provided along all Thoroughfare Plan streets as "frontage improvements" with all new development.
  - (1) Single-family residential development. Residential subdivisions shall include the construction of all required curb ramps per plan as part of the initial infrastructure construction, prior to the acceptance of the public improvements by the City. The City will inspect and approve forms for curb ramps prior to the placement of concrete; final inspection of curb ramps shall occur after completion of construction on the adjacent corner lot. The construction of sidewalk fronting residential lots may be deferred until the construction of the associated residence on any lot; however, in no circumstance shall the construction of the walk be deferred for a period exceeding thirty months from the date of acceptance of public improvements for that development section. If a lot is left undeveloped for greater than thirty months after acceptance of the public improvements, the Developer shall build the sidewalk in front of each undeveloped lot to ensure a connected sidewalk network. In such circumstances, if the sidewalk is damaged by future construction activity on the lot, the sidewalk shall be replaced upon completion of building on the lot.

- (2) Multi-family residential development. Sidewalks and curb ramps shown on approved plans may be constructed in phases in association with the construction of specific buildings, and are to be completed, inspected, and approved by the City prior to the occupancy of any adjacent building.
- (3) Commercial and mixed-use developments. Sidewalks shown on approved plans are to be constructed, inspected, and approved by the City prior to the occupancy of any new facility associated with the development.
- (e) Re-Development of Existing Property or Lots. Any property or lot in which the existing building or structure is removed and replaced with a new structure or expanded more than fifty percent of its existing size shall include the design and construction of sidewalks and, if on a corner lot, curb ramps that meet the requirements of subsection (d) hereof. The sidewalk shall be situated horizontally and vertically in a manner to allow for connection to adjacent lots, typically located one foot inside the public right-of-way. Any property or lot that is situated along a Thoroughfare Plan street shall provide a shared-use path in lieu of a sidewalk unless otherwise approved by the City Engineer.
- (f) Street Tree Damage. Sidewalk within existing public right-of-way or public access easements that has been damaged by the root system of a City street tree existing within the street tree planting area between the sidewalks and pavement edge shall be the responsibility of the City for necessary repair and replacement. If the repair requires significant tree roots to be cut away so that, in the opinion of the City Operations Administrator overseeing the Forestry and Horticulture departments, the tree will not survive and must be removed, the City shall have the tree removed and replace the tree with a new tree of appropriate species as recommended by the City Shade Tree Commission.
- (g) Enhanced Walkway Areas. Property owners, whose individual properties abut an enhanced walkway that has been constructed by the City as part of an area streetscape enhancement project, are not responsible for the repair and replacement of the enhanced portion of the walkway. Enhanced walkways include brick and paver sidewalks, ornamental tree gratings and castings, or other hardscape elements that are located between the curb and the pedestrian accessible route.
- (h) Utility Boxes and Appurtenances. Private and public owners of utility access structures including meter pits, utility valve boxes, communication pull boxes, manholes, etc. that protrude more than ½-inch above the adjacent sidewalk surface are responsible for adjusting such appurtenance to be flush with the sidewalk section and if necessary, replacement of the sidewalk section.
- (i) Routine Maintenance and Care. Property owners are responsible for the routine maintenance and care of sidewalks, curb ramps, and shared-use paths at all locations where the property is adjacent to the public right-of-way. This includes removal of snow, ice, vegetation, and debris.

### 909.03 Design and construction specifications.

All public and private sidewalks, curb ramps, and shared-use paths shall be designed and constructed in conformance with the current City Design and Construction Specifications as authorized under Section 913.01 of the City Code and be in conformance with current Federal PROWAG requirements.

- (a) *Width.* Sidewalks shall be a minimum width of five feet for all new construction. For retrofit situations or when physical conditions exist that prohibit the construction of a five-foot wide sidewalk, a four-foot-wide minimum width may be used, subject to the approval of the City Engineer. Shared-use paths shall be a minimum width of eight feet in the public right-of-way and ten feet in open space or public easement. If sidewalks or shared-use paths are located immediately adjacent to a curb, travel lane, building face, fence, railing, or other hazard or vertical element, the width shall be increased by a minimum of two feet unless otherwise directed by the City Engineer.



- (b) *Materials and Specifications.* Sidewalks shall be constructed using a minimum of four inches of Class C concrete and a minimum of four inches of compacted aggregate base over compacted subgrade. Within the limits of driveways, concrete shall be 6 inches. Pavement build-up for asphalt shared-use paths shall be per City of Hilliard standard drawings. All materials and construction methods used shall be in accordance with the specifications of the current edition of the City of Columbus or the current edition of the Ohio Department of Transportation (ODOT) Construction and Materials Specifications, whichever are stricter.

#### **909.04 Maintenance and repair criteria for sidewalks.**

The City shall apply the following criteria singly, or in combination, in the determination of whether sidewalks shall be repaired or replaced.

- (a) Adjoining sections or parts thereof whose edges differ vertically by more than one-half inch.
- (b) Adjoining sections with open joints greater than one-half of an inch in width.
- (c) Sections that are cracked so that pieces are missing or loose.
- (d) Sections sloping away from the street unless so constructed by design.
- (e) Sections with cross-slopes exceeding three-fourths inches vertical per one foot horizontal (6.25% maximum).
- (f) Sidewalk without a continuous unobstructed width of 4 feet.
- (g) Sections that cause an abrupt change in the longitudinal grade of the sidewalk.
- (h) Sections with deteriorating surfaces presenting loose aggregate.
- (i) Sections containing structures such as cellar doors, grates, water boxes, meter pits, which protrude above the sidewalk more than one-half inch so that they present a tripping hazard.
- (j) Sidewalk constructed without approval of the City.
- (k) Other conditions causing an unsafe surface in the opinion of the authorized City personnel.

#### **909.05 Sidewalk Maintenance and Repair Program.**

The City Manager may elect to initiate and administer an annual Sidewalk Maintenance and Repair Program as to protect the health, safety, and welfare of the public, and to permit all property owners with identified sidewalk deficiencies requiring such repair, to electively opt in to be included and subsequently invoiced for the costs associated with the City contracting to complete repairs adjacent to their respective properties within the public right-of-way.

#### **909.06 General purpose.**

If a Sidewalk Maintenance and Repair Program is initiated, the City shall conduct annual evaluations of the condition of existing sidewalks within public rights-of-way for the purpose of determining the presence of specific sidewalk deficiencies requiring repair per the criteria established in Section 909.04 of these regulations. The community shall be sub-divided into sidewalk evaluation zones; however, any property in the City may be inspected for sidewalk deficiencies at any given time.

The City Manager or designee shall provide notification to repair and replace sidewalks in writing, including the address of the property, the reason why a repair or replacement is needed, repair methods and payment requirements. Should the owner fail to contact the City Manager or designee within thirty (30) days of notification, the property will be included in the City's Sidewalk Maintenance and Repair Program (OPT IN).

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**909.06 Repairs by property owner (OPT OUT).**

Property owners that elect to opt out of the City Sidewalk Maintenance and Repair Program and make the required repairs identified in the notice from the City by themselves or by hiring a contractor to work on their behalf are responsible for following all current City right-of-way and construction policy, criteria, and specifications as follows:

- (a) Timeframe. A property owner must have the required repairs completed by the date established in the notice. A property owner shall have a minimum of 30 days to complete repairs.
- (b) Permits. The property owner, or their contractor, is responsible for completing and submitting the required public sidewalk permits to work within the right-of-way.
- (c) Inspections. The property owner, or their contractor, is responsible for scheduling the required construction inspections for the necessary sidewalk repair work, including the initial sidewalk forms inspection and final finished inspection.

**909.07 Failure to complete repairs.**

If a property owner fails to complete the required repair of deficient sections of sidewalk which abut his or her property in accordance with the timeframe prescribed by the written notification, the property owner will by default opt-in to the City Sidewalk Maintenance and Repair Program. The City Manager is authorized and directed to cause or contract such repairs or replacement and bill the owner at the rate stated within the written notification provided to the owner which shall include material, labor, equipment, and administrative costs. If the owner fails to pay the bill within thirty (30) days of the date on the city's bill, the rate shall be charged against the real estate upon which the sidewalk is located and shall be a lien upon such real estate.

**909.09 Appeal process.**

- (a) Written Appeal. The property owner may appeal the City's notice requiring the identified repairs to be made to sidewalk abutting their property by submitting a written request for further evaluation to the City.
- (b) Re-evaluation by Engineer. Upon receipt of a written appeal, a meeting will be established between the property owner and City representatives at the identified property to review the findings of the initial inspection explain the evaluation criteria with the property owner and answer any questions regarding the required work.

**909.99 Penalty.**

Whoever violates any provision of this chapter is guilty of a minor misdemeanor.

## **CHAPTER 911 DRIVEWAY APPROACH, CURB AND GUTTER**

### **911.01 Authority.**

Chapter 911 of the Hilliard City Code and the provisions of section 729.01 of the Ohio Revised Code, require property owners to be responsible for the maintenance, repair, and if necessary, replacement of the driveway approach and the curb and gutter in front of the driveway approach.

### **911.02 Responsibility.**

- (a) **Driveway Approach.** Property owners are responsible for maintenance, repair, and replacement of the driveway approach unless the City is reconstructing and/or changing the grade of the street and requires the reconstruction of driveway approaches.
- (b) **Curb and Gutter in front of Driveway Approach.** Property owners are responsible for the maintenance, repair, and replacement of the curb and gutter between the street and the driveway approach unless the City is reconstructing or resurfacing the street and requires the replacement of the curb and gutter in front of the driveway approach to ensure proper street drainage.
- (c) **Curb and Gutter outside the limits of Driveway Approach.** The City is responsible for maintenance, repair, and replacement of curb and gutter located outside the limits of the driveway approach unless the damage or disrepair is a result of actions by the property owner or construction activities on the private property. Curb and gutter shall be inspected and repaired as part of normal street maintenance or rehabilitation activities. Curb and gutter will only be repaired or replaced outside of normal street maintenance or rehabilitation activities if there is a safety hazard or the condition of the curb and gutter impacts normal routing of storm water drainage.
- (d) The City Manager or designee may direct such owner to perform replacement or repair as needed to ensure the safe passage of vehicles and storm water drainage along the city's streets and alleys. The City Manager's or designee's notification to repair or replace a driveway approach or curb and gutter in front of a driveway approach shall be in writing, include the address of the property, the reason why a repair or replacement is needed, repair methods and permit requirements.

### **911.03 Design and construction specifications.**

All driveway approaches, curb, and gutter shall conform to the standard construction drawings on file with the City of Hilliard as authorized under Section 913.01 of the City Code, and the following:

- (a) **Location.** The driveway approach shall be located so that all portions thereof shall come within the limits of property lines extended to the existing curb or pavement, unless the City Engineer authorizes a different location. In cases where water hydrants, light standards, telephone poles or other existing structures conflict with the location decided upon, the City Engineer may require such structure to be removed, provided that removal is practicable. The property owner shall be responsible for all costs associated with the removal and/or relocation of conflicting structures.
- (b) **Removal of Curb at Driveway Approach.** The minimum length of removal of existing curb shall be twenty (20) feet. In cutting the existing curb, care shall be taken so that the cut is vertical and at right angles to the line of curb. Five (5) feet shall be the minimum length of the block or blocks of curb left in place; otherwise a full block of existing curb shall be removed and replaced. Replaced work shall conform in all respects in character and kind with existing work.

- (c) *Driveway Approach Material.* All driveways located on curbed streets shall be constructed with concrete from the back of the curb line to the right-of-way line per City of Hilliard standard construction drawings for residential or commercial driveways. Concrete type and thickness shall meet all requirements of Hilliard's applicable standard construction drawings. On uncurbed streets, driveway approaches may be paved with asphalt in lieu of concrete, subject to the approval of the City Engineer. Driveways constructed with concrete on uncurbed streets must construct a joint two (2) feet from the edge of the street the entire width of the driveway.
- (d) *Sidewalk across Driveway Approach.* Where concrete sidewalks are in place in front of the property, that portion of the driveway crossing the sidewalk section shall be constructed in accordance with the City of Hilliard standard construction drawings for residential or commercial driveways and meet all requirements of the Public Right-of-Way Accessibility Guidelines (PROWAG). Residential, commercial, and mixed-use driveways shall be built in a manner that maintains the sidewalk or shared-use path grade through the driveway without the use of curb ramps, unless otherwise approved or directed by the City Engineer.
- (e) *Sidewalk Adjacent to Curb at Driveway Approach.* Where the sidewalk is adjacent to the curb, the City Engineer may approve field adjustments to the standard construction drawing as are necessary to prevent damage to the street, curb or sidewalk for construction of a driveway approach and provide for as smooth an entrance as possible, provided that a 5-foot minimum ADA-compliant pedestrian accessible route is maintained across all driveways.
- (f) *Driveway Approach Width.*
  - (1) In a residential zoning district, a driveway approach shall be no less than ten (10) feet and no greater than twenty (20) feet in width at the right-of-way line. The driveway approach shall be no less than sixteen (16) feet and no greater than twenty-six (26) feet at the curb line.
  - (2) In a mixed-use or commercial zoning district where sidewalks or shared-use paths are present, a driveway approach shall be no less than twenty-two (22) feet and no greater than thirty (30) feet in width at the right-of-way line unless otherwise approved by the City Engineer; the driveway approach shall be no greater than forty-five (45) feet at the curb line. If the driveway is expected to meet minimum signal warrant requirements, the driveway approach width may be increased to accommodate turn lanes, subject to the approval of the City Engineer.
  - (3) In industrial districts where no sidewalks or shared-use paths are present or planned, a driveway approach may be designed to accommodate the appropriate truck turning movements up to a maximum of forty feet at the right-of-way line.
  - (4) Landscaped medians shall not be provided in a driveway approach or in the adjacent driveway unless approved by the City Engineer to control access and/or restrict turning movements.
- (g) *Driveway Approach Slope.* Driveway approach slopes shall not exceed eight percent (8%). The slope of a residential driveway on private property shall not exceed ten percent (10%).

#### **911.04 Maintenance and repair criteria.**

The City shall apply the following criteria singly, or in combination, in the determination of whether driveway approaches, curb and gutter shall be repaired or replaced.

- (a) Adjoining sections or parts thereof whose edges differ vertically by more than one inch.
- (b) Adjoining sections with open joints greater than one inch in width.
- (c) Sections that are cracked so that pieces are missing or loose.
- (d) Sections with deteriorating surfaces presenting loose aggregate.
- (e) Gutter sections obstruct the normal flow of storm water.

- 
- (f) Curb sections no longer support the adjacent ground or pavement.

#### **911.05 Permits and inspection.**

Property owners are responsible for following all current City right-of-way and construction policy, criteria, and specifications as follows:

- (a) Timeframe. A property owner must have the required repairs completed by the date established in the notice. A property owner shall have a minimum of 30 days to complete repairs.
- (b) Permits. The property owner, or their contractor, is responsible for completing and submitting the required curb and driveway approach permit to work within the right-of-way.
- (c) Inspections. The property owner, or their contractor, is responsible for scheduling the required construction inspections for the necessary driveway approach, curb, and gutter work, including the initial concrete form inspection and final finished inspection.

#### **911.06 Failure to complete repairs.**

If a property owner fails to complete needed repairs within thirty (30) days, the City Manager is authorized and directed to cause or contract such repairs or replacement and bill the owner at the rate stated within the written notification provided to the owner. If the owner fails to pay the bill within thirty (30) days of the date on the city's bill, the rate shall be charged against the real estate upon which the driveway gutter is located and shall be a lien upon such real estate.

#### **911.99 Penalty.**

Whoever violates any provision of this chapter is guilty of a minor misdemeanor.



## ***CHAPTER 913 DESIGN AND CONSTRUCTION SPECIFICATIONS<sup>1</sup>***

### **913.01 SPECIFICATIONS INCORPORATED BY REFERENCE.**

All public infrastructure shall be designed and constructed to the specifications indicated on the Standard Construction Drawings and procedures identified in the Design Manual for the City of Hilliard unless otherwise approved by the City Engineer. If specifications are not indicated by the City of Hilliard, all work shall be done in accordance with the current edition of the City of Columbus, Department of Public Service, Division of Design and Construction Standard Drawings and the related City of Columbus Construction and Materials Specifications or the current edition of the Ohio Department of Transportation (ODOT) Standard Construction Drawings and the related Construction and Materials Specifications, whichever is stricter.

### **913.02 TEMPORARY CONSTRUCTION SITE ENTRANCES.**

(a) Damage Prevention to Curb. Before proceeding with the construction, enlargement, alteration, repair or removal of any building or other structure in which it is desired or may be necessary to drive across the curb, tree lawn or sidewalk, the permit holder shall cut the curb for a sufficient width at the location of the contemplated permanent driveway so as to prevent damage to the remainder of the curb.

(b) Tile Installation. If there is no curbing, a tile of sufficient size, but no less than ten (10) inches in diameter shall be installed to prevent storm water backup in the ditch.

(c) Stone or Gravel Driveway. The curb, tree lawn, and/or tile shall be covered with crushed stone or gravel to the level of the existing road for a width sufficient to allow trucks carrying building supplies to pass over and for a minimum distance of seventy feet (70'). Thereafter once installed, no vehicle shall be driven across the curb, tree lawn, sidewalk or ditch except by way of the curb cut and temporary driveway.

(d) Construction Inspector Supervision. All the work shall be done under the supervision and to the satisfaction of the Construction Inspector, who shall have the authority to determine the width, depth and manner of cutting the curb or laying tile and the type of protection of the sidewalk, share-use path or tree lawn

(e) Public Right of Way Accessibility. All actions shall be taken, as may be necessary, to prevent the formation of ruts, depressions or other obstacles or hazards to pedestrian travel along the tree lawn, sidewalk, or shared-use path. Sidewalks and/or shared-use paths shall be maintained and accessible in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG) throughout construction. If a sidewalk panel or shared-use path needs to be removed to install utilities, the sidewalk panel or shared-use path shall be replaced to maintain accessibility in a temporary manner to a width equal to the width that was removed within one week of removal. When the structure is completed, the driveway shall be completed in compliance with this section.

(f) Public Infrastructure Damage and Repair. Public Infrastructure shall be replaced or repaired in an area of sufficient size to ensure proper compaction and constructability as directed by the City Engineer.

### **913.99 PENALTY.**

Whoever violates any provision of this chapter is guilty of a minor misdemeanor.

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<sup>1</sup>Cross reference(s)—Subdivision construction standards, Ch. 1190.

## Council Memo: Legislation (22-46)

**Subject:** Update to the Comprehensive Fee Schedule  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Dan Ralley, Assistant City Manager  
**Date:** December 12, 2022

### Executive Summary

This legislation makes amendments and updates to user fees contained in Chapter 190 of the City's Codified Ordinances. This Chapter primarily covers permit fees for Community Development, including building, engineering and planning. In addition to clerical and administrative changes that correspond to legislation previously approved by City Council, amendments are being proposed to update the City's Right of Way fees.

### Staff Recommendation

Staff recommends that Council adopt this legislation.

### Background

Chapter 190 was created in 2016 in order to create a master list of user fees for the City. Exhibit One attached to this legislation lists the full fee schedule with proposed additions or changes highlighted in blue, deletions with strike out in red, and existing fees that are not proposed for changes in black.

Fees were last adjusted in early 2021 concurrent with the implementation of new permitting software. The proposed adjustments reflect ordinance changes that have been made since early 2021, some general administrative clean-up, as well as an adjustments to the City's Right of Way permit fees.

A summary of the list of the significant changes is as follows:

- City Council previously approved legislation that changed the process for collecting alarm information and eliminated the requirement to register alarm systems every two years.
- The Transient Vendor License fee was eliminated as part of code changes to canvassing, peddler and solicitor license regulations.
- Legislation allowing for the private use of the Right of Way and establishing a permit fee was previously adopted by City Council but the fee was not updated in Chapter 190.
- Right of Way permits for construction are proposed for adjustment to increase the permit fee based on the number of conduit that are proposed for installation as well as the overall distance of the project.
- Annual Certificate of Registration to occupy the Right of Way are proposed to be increased to better align with neighboring jurisdictions.
- Level B Site plans need to be explicitly listed in the fee schedule rather than being handed as part of Final Development Plan fees because under some circumstances final development plans are not required.
- Variance and Temporary Use fees for Old Hilliard are proposed for minor adjustment to better cover the administrative costs of these requests.

### Financial Impacts

Regularly reviewing and updating user fees is an important part of City Council's goal to maintain fiscal sustainability. Staff believes that the proposed fee changes will also assist the City in better controlling the use of the Right of Way and align fees with the City's overall expenses managing Right of Way activities.

### Expected Benefits

Updating the City's fee schedule will help ensure that permit revenues are covering the cost of services and will assist with the City's management of the Right of Way.

### Attachments

N/A



Ordinance: 22-46

Passed:

Page 1 of

Effective:

**AMENDING EXHIBIT A OF CHAPTER 190 OF THE CITY'S CODIFIED ORDINANCES  
TO UPDATE THE COMPREHENSIVE FEE SCHEDULE.**

**WHEREAS**, Chapter 190 of City's Codified Ordinances contains various fees, including fees for the various permits, inspections, zoning applications, code enforcement and municipal services offered by the City (collectively, "municipal services"); and

**WHEREAS**, for the convenience of the public and the City, the comprehensive fee schedule for municipal services in Chapter 190 is subject to annual review by City Council; and

**WHEREAS**, it is a goal of City Council to sustain City finances thru the collection and updating of certain fees and other revenues in order to maintain a high level of municipal services; and

**WHEREAS**, as shown on "Exhibit One", attached hereto and incorporated herein, the amendments are in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** City Council authorizes the acceptance of applications and issuance of permits for the items listed in Exhibit A of Chapter 190, as identified in "Exhibit One", attached hereto and incorporated herein, and finds that amending the fees listed in Exhibit A of Chapter 190 is in the City's best interests. The changes and additions to Exhibit A of Chapter 190, as shown and identified in track changes on the attached Exhibit One, are approved.

**SECTION 2.** All other provisions of Chapter 190, not modified herein, remain unchanged and are in full force and effect.

**SECTION 3.** This Ordinance shall be in effect from and after the earliest period provided by law.

**ATTEST:****SIGNED:**

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip K. Hartmann  
Director of Law

## ✓ Vote Record - Ordinance 22-46

<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			Yes/Aye	No/Nay	Abstain	Absent
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Building	Change of Contractor		\$50
Building	DEMO Permit		\$100
Building	DEMO Permit (building permit)		\$100.00
Building	First 2000 sq ft	2 inspections	\$175.00
Building	Each additional 1000 sq ft or fraction thereof up to 50,000 sq ft		\$50.00
Building	Each additional 1000 sq ft or fraction thereof greater than 50,000 sq ft		\$20.00
Building	Temporary Service		\$80.00
Building	Service Change or Upgrade		\$80.00
Building	Each additional 500sf or fraction thereof		\$15.00
Building	Sprinkler – Up to 50,000 sq ft		\$200 plus \$50 per 1000 sf or fraction thereof over 2000 sq ft
Building	Sprinkler - Over 50000 sq ft		\$20 per 1000sq ft
Building	Fire Alarm – Up to 50,000 sq ft		\$175 plus \$30 for each 1000 sq ft or fraction thereof over 2000 sq ft
Building	Fire Alarm – Over 50,000 sq ft		\$15 per 1000 sq ft
Building	Commercial Hood – Type 1		\$175 per hood
Building	Commercial Hood – Type 2		\$75 per hood
Building	Hood Suppression		\$100 per system
Building	First 2000 sq ft	2 inspections	\$175.00
Building	Each additional 1000 sq ft or fraction thereof up to 50,000 sq ft		\$60.00
Building	Each additional 1000 sq ft or fraction thereof above 50,000 sq ft		\$25.00
Building	Alteration to A/C or furnace - Commercial	1 inspection	\$100 per unit
Building	Refrigeration	1 inspection	\$100.00
Building	Replacement A/C or furnace - Commercial	1 inspection	\$80
Building	First 2000 sq ft	2 inspections	\$175.00
Building	Each additional 500 sq ft or fraction thereof		\$20.00
Building	Replacement or Alteration to A/C or furnace (per unit) - Residential	1 inspection	\$60.00
Building	Admn - After Hours Inspection (by City Staff only)		\$150.00
Building	Admn - After Hours Inspection (by contracted inspector)		\$450.00
Building	Contractors Registration - annual fee per trade		\$100.00



DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Building	Gas Line Permit	Residential	\$75.00
Building	Gas Line Permit first 100' or fraction thereof	Commercial	\$100
Building	Gas Line Permit – each additional 100'	Commercial	\$25
Building	Public Sidewalk-exact replacement only	1 inspection & ROW check	\$75.00
Building	Roofing - Commercial		\$150.00
Building	Roofing - Residential Single Family		\$75.00
Building	Working without contractor's registration		double registration fee
Building	Working without proper permit		double permit fee
Building	0 – 4000 sq ft (round up to next 100 sq ft)		minimum of \$100
Building	4001-10000 sq ft (round up to next 100 sf)		\$.15/sf
Building	10001–25000 sq ft (round up to next 100 sf)		\$.10/sf
Building	Each add 1000 sf or fraction thereof		\$.06/sf
Building	0-1000 sf (round up to the next 100 sf)		minimum of \$50
Building	1001 – 3000 sf (round up to next 100 sf)		\$0.20
Building	3001 – 6000 sf (round up to next 100 sf)		\$0.10
Building	0-4000 sf (round up to next 100 sf)		minimum of \$150
Building	4001 – 10000 sf (round up to next 100 sf)		\$.18/sf
Building	10001 – 25000 sf (round up to next 100 sf)		\$.12/sf
Building	Each additional 1000 sf or fraction thereof		\$.06/sf
Building	Temporary Occupancy		\$75
Building	Temporary Structure		\$200.00
Building	Extension of Temporary Structure		\$50.00
Building	Tents over 400 sf.		\$75.00
Building	Certificate of Occupancy for An Existing Building		\$100.00
Building	Reinspection Fee	per reinspection	<del>75</del> – \$125.00

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Building	State Surcharge of 1% (Residential)	where applicable (Bldg., Misc., Elec, HVAC)	1%
Building	State Surcharge of 3% (Commercial)	where applicable (Bldg., Misc., Elec, HVAC)	3%
Council	Annexation Review - >25 acres	pymt. due prior to any Council legislation introduced	\$750.00
Council	Annexation Review - >ten acres but $\leq 25$ acres	pymt. due prior to any Council legislation introduced	\$625.00
Council	Annexation Review - Less than ten acres	pymt. due prior to any Council legislation introduced	\$500.00
Engineering	<a href="#">Curb, Driveway and Sidewalk</a>	1 inspection	\$100.00
Engineering	Private Driveway Expansion		\$75.00
Engineering	Private Driveway Other (only if over 30" above grade)		\$75.00
Engineering	Private Sidewalk (only if over 30" above grade)		\$75.00
Engineering	Public Improvement Plan Review Fee		4%
Engineering	Private Improvement Plan Review Fee	4% of cost of public improvements	2%
Engineering	Public Improvement Inspection Fee	10% of cost of public improvements	10%
Engineering	Repair/Replace Sanitary Lateral		\$75
Engineering	Fire hydrant bulk water		\$50 plus metering charges collected by the City of Columbus
Engineering	Sewer commodities charge charges imposed by City (Ordinance 06-86) of Columbus for Hilliard residents	10 % of sanitary sewer commodity	10%

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Engineering	Water commodities charge imposed by City of (Ordinance 06-86) Columbus for Hilliard residents	14.25% of water commodity charges	14.25%
Engineering	Floodplain Development Permit	Add'l costs as may be required - Sec. 1323.02(g)	\$200.00
Engineering	Floodplain Letter of Interpretation		\$100.00
Engineering	Rights-of-Way Certificate of Registration	Initial Registration	\$2,000.00
Engineering	Rights-of-Way Construction Permits	/per 1/4 mile per conduit (where applicable) for six months	\$100.00
	Rights-of-Way Construction Permit Extension	50% of original permit fees	
Engineering	Rights-of-Way Minor Maintenance		\$50.00
Engineering	Small Cell Facility Collocation Request for Consent	/per small cell facility collocation request	\$250.00
Engineering	Wireless Support Structure Request for Consent	/per small cell facility collocation request	\$250.00
Engineering	Yearly Rights-of-Way Occupancy Fee <del>(Section 907.08.1)</del>	Linear distance measured per conduit per year	
		Less than 1 mile	\$10,000
		1 mile to 15 miles	\$20,000
		16 miles to 50 miles	\$30,000
		Over 50 miles	\$40,000
Engineering	Collocation Yearly Fee (on City's owned Wireless Support Structure)	per collocation	\$200.00
<del>HPD</del>	<del>Alarm Permits (Section 709.02(e))</del>	<del>Per 2 years</del>	<del>\$25.00</del>
<del>HPD</del>	<del>Alarm Permits—Waived for permit holders sixty five years of age &amp; older per 709.02)</del>		<del>\$0.00</del>
HPD	Fireworks Permit	plus cost of investigation	\$50 + costs

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
<del>HPD</del>	<del>Transient Vendors License (Section 745.05)</del>	<del>per year</del>	<del>\$50-</del>
HPD	Canvasser, Peddler, Solicitor License	per year	\$50
Operations	Solid Waste Collection Fees (see Section 975.06(b) and c for senior citizens and hardship cases)	50% per residential unit of amount charged to City	50%
Planning	Fence		\$75.00
Planning	Electrical signs		\$150.00
Planning	Nonelectrical signs		\$100.00
Planning	Temporary Signs (except Community Activity Signs, per 1191.10(e))		\$35.00
Planning	Hotels, Motels permits ≤100 rooms - annual fee		\$250.00
Planning	Hotels, Motels permits PLUS \$2 each room over 100 rooms - annual fee		\$2.00
Planning	Hotels, Motels re-inspections - \$100 ea visit + charges incurred by City		\$100 ea visit + Costs
Planning	Zoning Confirmation Letter		\$50.00
Planning	Massage Establishment	\$150 every 2 years	\$150.00
Planning	Massage Establishment Notification of New Employee	each new employee	\$50.00
Planning	Private use of Public ROW or Public Property		\$75.00
Planning	Commercial, Industrial or Institutional	per unit	\$100.00
Planning	Mobile Home park	per unit	\$100.00
Planning	Multi-family 4+ family	per shell	\$300.00
Planning	Residential 1,2,3 family	per unit	\$100.00
Planning	Administrative Appeal - Within Old Hilliard District	Old Hilliard	\$200.00
Planning	Administrative Appeal <del>—Single Family Development</del>		\$300.00
Planning	All Other Reviews incl. minor architect. change	Old Hilliard	\$100.00
Planning	Conditional Use - Within Old Hilliard District	Old Hilliard	\$250.00
Planning	Conditional Use - Single Family Development		\$500.00
Planning	Conditional Use - All Others		\$700.00
Planning	Final Plat - Commercial/Industrial Base	base	\$1,500.00
Planning	Final Plat - Commercial/Industrial Plus per acre	base + per acre	\$20.00
Planning	Final Plat - Residential BASE	base	\$900.00

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Planning	Final Plat - Residential BASE + Each additional lot >50	base + each additional lot	\$20.00
Planning	Level B Site Plan - Expansion less than 25% of existing building		\$100.00
Planning	Level B Site Plan - Expansion more than 25% of existing building		\$1000.00
Planning	First request Table/Postponement w/in Old Hilliard District		\$100.00
Planning	First request Table/Postponement - Existing Single Family		\$100.00
Planning	First request Table/Postponement - All Others		same as original fee
Planning	Second Table/Postponement w/in Old Hilliard District		\$200.00
Planning	Second Table/Postponement - Existing Single Family		\$200.00
Planning	Second Table/Postponement - All Others		1.5 times original application fee
Planning	Third plus Table/Postponement	Old Hilliard	\$300.00
Planning	Third plus Table/Postponement	Existing Single Family	\$300.00
Planning	Third plus Table/Postponement	All Others	twice original application fee
Planning	Graphics Variance Application Fee -Within Old Hilliard District - one sign		\$150.00
Planning	Graphics Variance Application Fee - Single Sign Variance	Not in Old Hilliard	\$200.00
Planning	Graphics Variance Application Fee - Graphics Plan or Package - 2-3 signs	Any District	\$500.00
Planning	Graphics Variance Application Fee - Graphics Plan or Package-4 or more signs	Any District	\$750.00
Planning	Graphics - erection of sign prior to obtaining permit (any district)	Any District	twice sign permit fee
Planning	Landscape Plan review base \$250 if less than 5 acres	base (less than 5 acres)	\$250.00
Planning	Landscape Plan review base + \$25 per acre if over 5 acres but less than 20 acres		\$25.00
Planning	Landscape Plan review- over 20 acres		\$650.00
Planning	Limited Overlay		\$850.00
Planning	Lot Split - Commercial/Industrial		\$750.00
Planning	Lot Split - Residential		\$300.00



DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Planning	PUD/HCD Final Development Plan		\$1,000.00
Planning	Parking Lot Alteration/Expansion		\$250.00
Planning	Preliminary Plat - Residential (base)		\$650.00
Planning	Preliminary Plat - Residential-each additional lot >100 lots	base plus \$20 per lot over 100 lots	\$20.00
Planning	Preliminary Plat - Commercial/Industrial base		\$1,500.00
Planning	Preliminary Plat -Commercial/Industrial base plus per acre	base plus @20 per acre	\$20.00
Planning	PUD/HCD Modification: Commercial		\$600.00
Planning	PUD/HCD Modification: Residential		\$350.00
Planning	Rezoning - Preliminary Plan (PUD/PND/ Old Hilliard District)		\$2,100.00
Planning	Rezoning - Single Family <5 acres (If five or more acres, fee for "all other zoning districts" applies.)		\$1,100.00
Planning	Rezoning - All other zoning districts		\$3,100.00
Planning	Temporary Use (BZA) - Within Old Hilliard District		<del>200</del> \$250
Planning	Temporary Use (BZA) - All Areas Except Old Hilliard		\$300.00
Planning	Variance - Within Old Hilliard District		<del>200</del> \$250
Planning	Variance - Single Family Development		\$300.00
Planning	Variance - All Others		\$1,000.00
Planning	Sexually Oriented Bus. Employee License	initial fee	\$100.00
Planning	Sexually Oriented Bus. Employee License	per year	\$50.00
Planning	Sexually Oriented Business License	initial fee	\$300.00
Planning	Sexually Oriented Business License	per year	\$150.00
Planning	Sexually Oriented Business Operator's License	initial fee	\$250.00
Planning	Sexually Oriented Business Operator's License	per year	\$100.00
Utilities	Fire Line Charge - based on Fire Line Tap Size	.75 Inch	\$490.05
Utilities	Fire Line Charge - based on Fire Line Tap Size	1 Inch	\$955.65
Utilities	Fire Line Charge - based on Fire Line Tap Size	1.5 Inch	\$1,767.90
Utilities	Fire Line Charge - based on Fire Line Tap Size	2 Inch	\$3,093.75

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Utilities	Fire Line Charge - based on Fire Line Tap Size	3 Inch	\$5,104.65
Utilities	Fire Line Charge - based on Fire Line Tap Size	4 Inch	\$7,657.05
Utilities	Fire Line Charge - based on Fire Line Tap Size	6 Inch	\$15,314.10
Utilities	Fire Line Charge - based on Fire Line Tap Size	8 Inch	\$26,799.60
Utilities	Fire Line Charge - based on Fire Line Tap Size	10 Inch	\$40,199.40
Utilities	Fire Line Charge - based on Fire Line Tap Size	12 Inch	\$50,249.25
Utilities	Fire Line Charge - based on Fire Line Tap Size	16 Inch	\$55,274.10
Utilities	Private Sewage Disposal Permit	per application	\$25.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	.75 Inch	\$2,199.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	1 Inch	\$4,508.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	1.5 Inch	\$9,016.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	2 Inch	\$15,778.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	3 Inch	\$31,556.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	4 Inch	\$47,333.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	6 Inch	\$104,134.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	8 Inch	\$182,234.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	10 Inch	\$282,463.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	12 Inch	\$395,448.00
Utilities	Sewage System Capacity Charge-based on Domestic Water Tap size	16 Inch	\$434,992.00
Utilities	Sewer Tap Fee - 1st tap in building/shell	1st tap in building/shell	\$250.00
Utilities	Sewer Tap Fee- each tap after the first in a building/shell	ea. tap after 1st in building/shell	\$150.00
Utilities	Sewer Tap Frontage Fees- Measured as determined in Section 949.27		\$10 per front ft.
Utilities	Water Main Front Foot Connection Charge-	per front foot	\$10 per front ft.
Utilities	Water Shortages - Reinstatement fee		\$25.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	.75 Inch	\$3,267.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	1 Inch	\$6,371.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	1.5 Inch	\$11,786.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	2 Inch	\$20,635.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	3 Inch	\$34,031.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	4 Inch	\$51,047.00

DIVISION	DESCRIPTION	DETAILS / UNIT	FEE
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	6 Inch	\$102,094.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	8 Inch	\$178,664.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	10 Inch	\$267,996.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	12 Inch	\$334,995.00
Utilities	Water System Capacity Charge-based on Domestic Water Tap size	16 Inch	\$368,494.00
Utilities	Water Tap Permit	per tap	\$100.00

## Council Memo: Legislation (22-47)

**Subject:** Authorizing 2023 FCPH Contract  
**From:** Michelle Crandall, City Manager  
**Date:** December 12, 2022

### Executive Summary

This legislation would approve the agreement with Franklin County Board of Health ("FCPH") for public health and plumbing services for 2023.

### Staff Recommendation

Staff recommends that City Council approve this legislation.

### Background

Article IX of the Charter provides that City Council may either establish a Board of Health or enter into a contract with a health district. FCPH is a health district as defined by R.C. 3709.01 and provides public health services to all but two (2) jurisdictions in Franklin County. The public health services provided to the City include food service licensing and inspection, public swimming pool licensing, rabies surveillance, smoke free workplace enforcement and education, opiate crisis programs and education, vaccine administration services, and safe sleep & infant mortality prevention initiatives.

In addition to providing public health services, the City's Building Standards Division does not currently have staff certified to inspect plumbing. Therefore, this Agreement also provides for the Board of Health to provide plumbing inspection services.

The City contracts separately with FCPH for mosquito spraying services.

The City is requesting emergency passage of this Ordinance at second reading in order to ensure there is no interruption in services provided by FCPH to the City.

### Financial Impacts

The agreement provides that Board of Health's fee is based on a per capita rate of \$9.5596. Using population estimate for the City of approximately 37,094, the 2023 fee is \$356,087.56. This represents a decrease of \$255.52 over the previous year's contract.

Additionally, for plumbing inspections, the City will forward 60% of all plumbing inspection fees collected by the City to FCPH. The amount for plumbing inspections is set by the county and varies whether residential or commercial and the number of inspections.

### Expected Benefits

By contracting with FCPH, in addition to providing the City with necessary plumbing inspections, the City's residents and businesses have access to numerous tools, programs, and services.

### Attachments

N/A



Ordinance: 22-47

Passed:

Page 1 of

Effective:

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A 2023 CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT FOR PUBLIC HEALTH AND PLUMBING INSPECTION SERVICES.**

**WHEREAS**, Ohio Revised Code Section 3709.08 authorizes the chief executive of a city, with the approval of a majority of the members of the legislative authority of a city, to enter into a contract with the chairman of the district advisory council for the provision of public health services to the city; and

**WHEREAS**, the District Advisory Council of the Franklin County General Health District (the "Board of Health") has sent the City of Hilliard a proposed contract for public health services with the City of Hilliard for 2023, a copy of which is attached as Exhibit "A" (the "Contract"); and

**WHEREAS**, the City's Department of Community Development, Building Standards Division staff is not certified to inspect plumbing, and the Contract terms include the Board of Health providing plumbing inspection services, which services it is certified to provide; and

**WHEREAS**, the cost of the public services provided by the Board of Health is based upon a per capita rate of \$9.5996 which is multiplied by a population estimate for the City of Hilliard of approximately 37,094; and

**WHEREAS**, for providing plumbing inspection services, the Contract provides that the City will remit 60% of all plumbing inspection fees collected by the City to the Board of Health; and

**WHEREAS**, sufficient funds were appropriated in the 2023 Operating Budget for the Contract; and

**WHEREAS**, in order to ensure the Contract no interruption of services and that the Contract is entered into on January 1, 2023, the City is requesting emergency passage of this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Hilliard, Ohio, that:

**SECTION 1.** The City Manager is hereby authorized and directed to execute the 2023 Health Services Agreement with the District Advisory Council of the Franklin County General Health District, a copy of which is **attached** hereto as **Exhibit "A,"** and incorporated herein by reference.

**SECTION 2.** All costs associated with the services provided in the Health Services Contract shall be paid in accordance with the authorization granted in the City's 2023 operating budget, which shall not exceed \$356,087.56.

**SECTION 3.** In order to ensure that services provided by the Board of Health are not interrupted and that the Contract can be entered into on January 1, 2023, this Ordinance is declared to be emergency measure and it shall be effective upon its adoption.

ATTEST:

SIGNED:

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
**Philip K. Hartmann**  
**Director of Law**

✓ Vote Record - Ordinance 22-47						
<input type="checkbox"/> Adopted			<b>Yes/Aye</b>	<b>No/Nay</b>	<b>Abstain</b>	<b>Absent</b>
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Passed	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Referred	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation						
<input type="checkbox"/> No Recommendation						



**CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF HILLIARD

This contract entered into by and between the City of Hilliard (hereafter referred to as "City"), with its principal address being 3800 Municipal Way, Hilliard, Ohio 43026, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2023 Public Health Services under the approval of Resolution No. 22-158, dated September 13, 2022.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 28, 2022, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

**SECTION 1 – SERVICES**

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

## **SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2023 and ending December 31, 2023 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

## **SECTION 3 – COMMUNICATION**

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.5996.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2023 and 50% of the total contract amount in June 2023 through the process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the

Settlement Officer of the Franklin County Auditor. The sum for 2023 shall not exceed \$356,087.56, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards and certified by the American Society of Safety Engineers (ASSE) as Medical Gas Inspectors.

The City, through its Building Department, shall issue permits and collect fees for such plumbing and medical gas permits. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing and medical gas permit fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

#### **SECTION 6 – APPROVAL**

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF HILLIARD, OHIO

\_\_\_\_\_  
Michelle Crandall, City Manager Date

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney Date  
Attorney for the District Advisory  
Council of the Franklin County General Health District

\_\_\_\_\_  
City Attorney Date  
City of Hilliard, Ohio

**FINANCIAL CERTIFICATE**

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

\_\_\_\_\_  
Fiscal Officer  
City of Hilliard, Ohio

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2023 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
<b>Administrative Services:</b>	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
<b>Data Services:</b>	
Community Health Assessment	
Health Data	
<b>Environmental Health:</b>	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
<b>Emergency Preparedness:</b>	
Community Outreach and Education	



Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
<b>Health Promotion:</b>
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
<b>Health Systems &amp; Planning:</b>
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
<b>Immunization Services:</b>
Childhood and Adult Vaccine Administration Services
<b>Occupational Health:</b>
Immunizations and screenings - Fee for Service
<b>Maternal &amp; Child Health:</b>
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.**



Ordinance: 22-48

Passed:

Page 1 of

Effective:

**AUTHORIZING THE RE-APPOINTMENT OF MICHELLE L. CRANDALL AS HILLIARD  
CITY MANAGER**

**WHEREAS**, Article IV of the City's Charter provides for the appointment of a City Manager; and

**WHEREAS**, by the passage of Ordinance No. 19-23, City Council appointed Michelle L. Crandall as the City's first City Manager; and

**WHEREAS**, Ordinance No. 19-23 also authorized an employment agreement between the City and Ms. Crandall, which expires on December 31, 2022; and

**WHEREAS**, emergency passage of this Ordinance is requested at second reading to ensure that Ms. Crandall's re-appointment begins upon the expiration of her current appointment.

**NOW, THEREFORE, BE IT ORDAINED**, by at least two-thirds of the Council of the City of Hilliard, Ohio that:

**SECTION 1.** Hilliard City Council hereby re-appoints Michelle L. Crandall as City Manager and authorizes an employment agreement, in substantially the same form as the one attached hereto as Exhibit "A", with changes not inconsistent with this Ordinance and not substantially adverse to the City.

**SECTION 2.** This Ordinance is passed as an emergency measure pursuant to Section 3.05 of the Charter because it is necessary for the immediate preservation of the public peace, health, safety, or general welfare of the City as determined by City Council. Specially, the emergency is necessary to ensure that Ms. Crandall's re-appointment begins upon the expiration of her current appointment that expires on December 31, 2022. This Ordinance is effective immediately upon passage.

**ATTEST:****SIGNED:**

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip K. Hartmann  
Director of Law

## ✓ Vote Record - Ordinance 22-48

<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Passed <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Referred <input type="checkbox"/> Withdrawn <input type="checkbox"/> First Reading <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation			Yes/Aye	No/Nay	Abstain	Absent
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of December 2022, by and between the City of Hilliard, Ohio, an Ohio municipal corporation, hereinafter called "City," and Michelle L. Crandall, hereinafter called "City Manager."

### WITNESSETH

WHEREAS, the City electors on November 6, 2018 passed amendments to the City's charter ("Charter") changing the City's form of government from "Mayor-City Council" to "City Council-City Manager" with a starting/effective date of January 1, 2020; and

WHEREAS, the City desires to employ the services of Michelle L. Crandall as the City Manager of the City of Hilliard, as provided for in Article IV of the Charter; and

WHEREAS, it is the desire of City Council to provide certain benefits and to establish certain duties and conditions of employment of the City Manager as set forth in this Agreement; and

WHEREAS, Michelle L. Crandall desires to accept reappointment as City Manager of Hilliard, Ohio pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **1. Powers and Duties of the City Manager.**

The City hereby agrees to reappoint Michelle L. Crandall as the City Manager of the City of Hilliard to perform the functions and duties specified in the Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign, subject to this Agreement.

#### **2. Term of Agreement.**

The City Manager's employment shall commence on the 1st day of January 2023 and continue for four (4) years, through December 31, 2026.

#### **3. Resignation and Retirement.**

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign or retire at any time from her position with the City. However, the City Manager agrees to provide sixty (60) days' notice of her resignation or retirement and such resignation or retirement shall forfeit any right of severance, except as provided for in Section 5.C. of this Agreement.

#### 4. Exclusive Employment.

The City Manager agrees to remain in the exclusive employ of the City of Hilliard while employed by the City of Hilliard. The term "employed" however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on the City Manager's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Hilliard or interfere with her duties as City Manager. De minimis use of City equipment for such purposes is hereby authorized.

#### 5. Termination and Severance Pay.

a. In the event the City Manager is terminated by City Council and in the absence of a conviction of any illegal act involving personal gain or criminal activity (excluding traffic-related offenses), then in that event the City shall pay the City Manager a lump sum cash payment equal to nine (9) months of her base annual salary. The City Manager shall also be compensated for earned sick leave, vacation, holidays, and other accrued benefits to date, in accordance with the regulations in place for all non-union management employees of the City, calculated at the rate of pay in effect upon termination.

b. In the event the City Manager is terminated by the City Council, all health, dental, and vision insurance and all other City provided benefits shall continue in full force and coverage, at City expense, for a period of nine (9) months or until other coverage is provided to the City Manager by a subsequent employer or OPERS (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to any protection afforded the City Manager by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under the severance provisions herein expires.

c. In the event the City Council at any time reduces the salary, compensation or other benefits of the City Manager in a greater amount than an applicable across-the-board reduction for all employees of the City, or in the event the City Council fails to comply with any other provision of this Employment Agreement, or if the City Manager resigns following a suggestion by a majority of the Council, then, in that event, the City Manager may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or such resignation within the meaning and context of the herein severance pay provision, then, in that event, the City Manager may, at her option, be deemed to be terminated, as provided herein.

d. In the event the City Manager is terminated because of a conviction of any illegal act involving personal gain or criminal activity (excluding traffic-related offenses), then, in that event, the City shall have no obligation to pay the aggregate severance sum designated herein.

e. For purposes of complying with Section 5 of this Agreement, appropriations held as an unencumbered fund balance in the General Fund or account of the City shall be

deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of this provision of the Employment Agreement.

*f.* Resignation or retirement by the City Manager forfeits any rights of severance under this Agreement, except as provided for in Section 5.C. of this Agreement, and for such rights as would be provided to any city employee upon resignation pursuant to the personnel policies and regulations.

*g.* Contemporaneously with the delivery of the severance pay set forth in this Agreement, the City Manager shall execute and deliver to the City a release, releasing the City of all claims that the City Manager may have against the City.

## **6. Salary.**

The City agrees to pay the City Manager for her services rendered pursuant hereto as City Manager an annual base salary of ( ) payable in installments at the same time as other employees of the City are paid.

## **7. Retirement Benefits.**

The City Manager shall be covered and governed by the Ohio Public Employees Retirement System, with the City contributing its required percentage of base salary. The City Manager's share of the retirement contributions shall be paid by the City Manager. Calculations for retirement contributions shall include all compensation normally reportable to OPERS.

## **8. Insurance Coverage.**

*a.* The City Manager shall be covered by the same health, dental, vision, and disability plans, including the Family Medical Leave Act and worker's compensation benefits, as all other non-union employees.

*b.* The City agrees to purchase and pay the required premiums for a group term life insurance policy, providing coverage equal in amount to that approved for all other non-union employees of the City, with the beneficiary to be designated by the City Manager.

## **9. Vacation Accrual.**

The City Manager shall accrue vacation at a rate of five (5) weeks per year or two hundred (200) hours. To that end, the City Manager for the purpose of accruing vacation leave shall be treated as having fifteen (15) years of service with the City for the entire term of this Agreement consistent with section 161.46 of the Codified Ordinances of the City of Hilliard.



## **10. Other Benefits.**

Except as otherwise may be provided herein, all provisions of the Charter, and rules and regulations of the City relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the City Manager as they would to all other non-union employees of the City. All benefits which vary according to tenure shall be calculated and granted in accordance with City provisions.

## **11. Hours of Work.**

The City Manager acknowledges the proper performance of the City Manager's duties require the City Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the City Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The City Manager will devote full time and effort to the performance of the City Manager's duties. All of this shall be in accordance with the City's Code of Personnel Practices and Procedures.

## **12. Professional Development.**

The City agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include, but not to be limited to the International City/County Management Association, the Ohio City/County Management Association, and such other reasonable national, regional, state and local governmental organizations and committees thereof which the City Manager serves as a member and/or participates, and which said membership or participation is beneficial to the City, as well as associated courses, institutes, conferences and seminars which benefit the City. The City agrees to reimburse the City Manager's expense of other memberships, registration, travel, meals or lodging in association with business-related conferences, education or other meetings, according to approved accounts in each annual budget.

## **13. General Expenses.**

a. The City shall reimburse the City Manager for actual, reasonable and necessary expenses relating to the City Manager's relocation of her primary residency to the City.

b. The City shall provide a City-owned laptop computer for business use of the City Manager, subject to applicable rate plans or ceilings as contracted by the City. The City Manager permits the City to install a software security container on her personal smart phone.

c. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

d. The City agrees to pay or reimburse all other reasonable job-related expenses up to the maximum provided for in the annual City operating budget and subject to the requirement that all such claims for payment or reimbursement be submitted on forms and/or in a manner subject to the reviews and approval of the Finance Director

#### **14. Performance Evaluation.**

During the term of this Agreement City Council shall conduct annual performance evaluations wherein the City Manager's salary will be subject to review and merit. In conjunction with the annual performance review, the City Council and City Manager will discuss and update the City Manager's annual performance plan and annual compensation. The City Council shall increase base salary and/or other benefits of the City Manager at the time of her review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, at its sole discretion, in light of performance by the City Manager.

#### **15. Duty to Defend.**

The City shall defend the City Manager against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of the City Manager's performance of duties as City Manager and in the scope of her employment. The City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said duty to defend shall extend beyond the City Manager's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to the City Manager by the City of Hilliard, as described herein, for any acts undertaken or committed in her capacity as City Manager, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following the City Manager's employment with the City.

#### **16. Residency**

The City Manager must maintain residency within the City throughout her tenure as City Manager.

## 17. General Provisions.

- a. The text herein shall constitute the entire Agreement between the parties.
- b. This Agreement shall become effective upon adoption and approval by the City Council of the City of Hilliard.
- c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Hilliard has caused this Agreement to be signed and executed on its behalf by its Council President and duly attested by its Clerk of Council, and Michelle L. Crandall has signed and executed this Agreement, the day and year first written above.

CITY OF HILLIARD, OHIO

CITY MANAGER

\_\_\_\_\_  
Andy Teater, Council President

\_\_\_\_\_  
Michelle L. Crandall

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Philip K. Hartmann, Law Director

## FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Hilliard, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
David D. Delande  
Director of Finance  
City of Hilliard, Ohio

0127196.0607946 4889-9292-0127v1

## Council Memo: Legislation (22-R-99)

**Subject:** Advanced Drainage Systems Community Reinvestment Area Agreement  
**From:** Michelle Crandall, City Manager  
**Initiated by:** David Meadows, Director of Economic Development  
**Date:** December 12, 2022

### Executive Summary

Approval of this legislation would authorize the City Manager to enter into a 15-year, 50 percent Community Reinvestment Area (CRA) Agreement with Advanced Drainage Systems, Inc.

### Staff Recommendation

City staff recommends that City Council authorize the City Manager to enter into a CRA Agreement with Advanced Drainage Systems, Inc.

### Background

Advanced Drainage Systems, Inc. (ADS) is acquiring approximately 17 acres on parcel 050-008256 to construct an approximate 107,500 square feet of office and engineering space. If the 15-year, 50 percent CRA is approved, ADS would invest approximately \$32 million to construct the facility. The Project will result in the creation and retention of one hundred twenty (120) full-time jobs with an estimated annual payroll of \$12 million within five years of the construction completion. ADS anticipates that construction would be completed by June 30, 2024.

### Financial Impacts

N/A

### Expected Benefits

This project is expected to generate \$300,000 in new and retained withholding taxes for the City. Approximately \$206,470 in new property tax will be generated annually including \$126,817 to the Hilliard City School District.

### Attachments

N/A



**Resolution: 22-R-99**

**Adopted:**

**Page 1 of**

**Effective:**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNITY REINVESTMENT AREA TAX ABATEMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC.**

**WHEREAS**, the Council of the City of Hilliard, Ohio, in order to encourage the development of real property and the acquisition of personal property, adopted Resolution No. 04-C-54 on November 22, 2004, designating certain property as the I-270 West Community Reinvestment Area pursuant to Ohio Revised Code ("R.C.") Chapter 3735 (the "CRA"); and

**WHEREAS**, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 04-C-54, contained the characteristics set forth in R.C. Chapter 3735 and confirmed the I-270 West CRA by certification number 049-35476-04 on November 14, 2005; and

**WHEREAS**, the Owner seeks to develop approximately 17 acres on parcel number 050-008256 by the Franklin County Auditor's Office, to construct approximately 107,500 square feet of office and engineering space (the "Property"); and

**WHEREAS**, on the Property, the Owner desires to invest approximately \$32 million for the construction of the 107,500 square foot engineering building (the "Facility").

**WHEREAS**, the Enterprise is desirous of relocating to the Facility (the "Project") provided that appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the City, having the appropriate authority for the stated type of project desires to provide the Company with incentives available for the development of the Project in the CRA; and

**WHEREAS**, the Company has submitted a proposed agreement application (**attached** hereto as Exhibit "A" and incorporated herein by this reference) to the City (the "Application"); and

**WHEREAS**, the Company has submitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

**WHEREAS**, the City has investigated the application of the Company and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of the City; and

**WHEREAS**, the Project Site is located within the boundaries of the Hilliard City School District (the "School District") and the Tolles Career Center, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

**WHEREAS**, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and



**WHEREAS**, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

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

**SECTION 1.** The Council for the City of Hilliard finds that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the I-270 West CRA and to improve the economic climate of the City. The Owner shall invest approximately thirty-two million dollars (\$32,000,000) into the Project, no later than December 31, 2024. The Project will result in the relocation and/or creation of one hundred twenty (120) full-time employees with \$12 million in annual payroll within five years of the construction completion, for which the Enterprise will pay withholding taxes to the City of approximately \$300,000 per year throughout the term of this Agreement.

**SECTION 2.** The City has notified the School District and the Career Center pursuant to R.C. Section 5709.83 of its intention to take formal action to adopt or enter into the CRA Agreement with the Owner. In addition, the City has provided the Board of Education of the School District with timely notice of this Agreement and the estimates required by R.C. Section 3735.671(A)(2), which estimates show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes that would have been charged and payable with respect to the Property had the Project not been exempted from taxation.

**SECTION 3.** The City Manager is authorized to enter into a CRA Agreement, substantially similar to the one **attached** hereto as Exhibit "B", with the Owner and the Enterprise providing a 50% real property tax exemption for fifteen (15) years (collectively, the "Exemption") on the increase in assessed value of the Property resulting from the Project. The City Manager is authorized to make such changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City, which shall be evidenced conclusively by her signature thereof that such changes are approved by Council. The City Manager is authorized to enter into any other agreements or sign any documents necessary to effectuate the Agreement and the Exemption provided herein.

**SECTION 4.** The Clerk of Council shall forward a certified copy of this Resolution, along with all exhibits and attachments, to the Ohio Development Services Agency within fifteen days after the Agreement is entered into pursuant to R.C. Section 3735.671(D).

**SECTION 5.** 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, 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, all in compliance with the law including Section 121.22 of the Revised Code.

**SECTION 6.** This Resolution is effective upon its adoption.

**ATTEST:**

**SIGNED:**

---

**Diane C. Werbrich, MMC**  
Clerk of Council

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**President of Council**

**APPROVED AS TO FORM:**

---

**Philip K. Hartmann**  
Director of Law

✓ Vote Record - Resolution 22-R-99						
<input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Held Over <input type="checkbox"/> Withdrawn <input type="checkbox"/> Positive Recommendation <input type="checkbox"/> No Recommendation <input type="checkbox"/> Referred Back To Committee			Yes/Aye	No/Nay	Abstain	Absent
	Andy Teater		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Omar Tarazi		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Les Carrier		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tina Cottone		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy Hale		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pete Marsh		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cynthia Vermillion		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-99** passed by the Hilliard City Council on the 12th day of December 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 12th day of December 2022.

---

Diane C. Werbrich, MMC



Real People. Real Possibilities.

## Economic Development Department

# Community Reinvestment Area Application

## 1. Agreement Information

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the City of Hilliard located in Franklin County and Advanced Drainage Systems, Inc.  
*Legal Name of Proposed Recipient*

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Advanced Drainage Systems, Inc. 4640 Trueman Boulevard, Hilliard, OH 43026

<i>Enterprise Name</i>	<i>Address</i>	
Joe Gioffre	joseph.gioffre@adspipe.com	614-935-6265
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

- b. Project site: 050-008256  
*Parcel Number*

Advanced Drainage Systems, Inc. 4640 Trueman Boulevard, Hilliard, OH 43026

<i>Enterprise Name</i>	<i>Address</i>	
Joe Gioffre	joseph.gioffre@adspipe.com	614-935-6265
<i>Contact Name</i>	<i>E-mail</i>	<i>Phone</i>

## 2. Business/Enterprise Information

- a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Office, R&D

- b. List primary 6-digit North American Industry Classification System (NAICS)  
326122 - Plastic pipe and pipe fitting manufacturing

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:  
Project is primarily business growth.

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other). Corporation

- e. Name of principal owner(s) or officers of the business.  
ADS is publicly traded, refer to 10K

### 3. Existing Employment Information

- 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
- 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:  
Current ADS employment positions are already located in Hilliard at its existing location.
- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):  
322 overall in Hilliard at multiple buildings.
- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:  
No other Ohio locations affected by this project
- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?  
N/A

### 4. Project Information

- a. Project Description:  
Project Capture is seeking to select a location for approximately 120 jobs over 5 yrs including the construction of a new building to accommodate this requirement. The site would comprise of an expansion of corporate & engineering operations focused on the development and design of products.
- b. Project will commence by November 1, 2022 and be completed by 6/30, 2024 if a tax exemption is provided.
- c. Number of new employees to be created at the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
120 total new and retained jobs at project site.
- d. State the time frame of this projected hiring: 5 yrs.
- e. State proposed schedule for hiring:  
(Itemize by full and part-time and permanent and temporary employees)  
Total Full Time Jobs: 2023 - 36, 2024 - 36, 2025 - 29, 2026 - 10, 2027 - 9

- f. Annual payroll from new employees:  
*(Payroll must be itemized by full & part-time and permanent & temporary new employees).*  
 Total payroll (cash wages/bonus) at full ramp up of 120 jobs is \$12,000,000. This is a combination of new and retained jobs. +
- g. Existing annual payroll relating to any job retention claim resulting from the project:

\$ \_\_\_\_\_

- h. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

i. Acquisition of Land/Buildings:	\$ _____
ii. Additions/New Construction:	\$ 32,000,000
iii. Improvements to existing buildings:	\$ _____
iv. Machinery & Equipment:	\$ _____
v. Furniture & Fixtures:	\$ _____
vi. Inventory:	\$ _____
<b>Total New Project Investment:</b>	<b>\$ 32,000,000</b>

- i. Business requests the following tax exemption incentives: 50 % for 15 years
- j. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Project Capture evaluated many options for this requirement, taking several factors into consideration. Hilliard has proven to be a competitive option for Project Capture. The support offered by Hilliard is a material factor in moving forward with this project.

5. Does (Is) the Property Owner, Enterprise or its Officers:

- a. Owe any delinquent taxes to the State of Ohio or a political subdivision of the state?  
☐ Yes ☒ No
- b. Owe any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?  
☐ Yes ☒ No
- c. Owe 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
- d. Subject to any ongoing civil or criminal litigation?  
☒ Yes ☐ No
- e. 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).

See attached Exhibit A.

Submission of this application expressly authorizes the City of Hilliard 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. If approved by Hilliard City Council, the Applicant will be required to submit a non-refundable, \$750 application fee check made payable to: "Treasurer, State of Ohio".

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.

Advanced Drainage Systems, Inc.

12/5/2022

Name of Property Owner

Date

Joe Gioffre

Digitally signed by Joe Gioffre  
DN: cn=Joe Gioffre, o=Joe Gioffre, c=US, email=joegioffre@adspc.com  
Reason: I am the author of this document  
Date: 2022.12.05 11:07:00 -05

Joe Gioffre; Director, Real Estate & Faci

Signature

Typed Name and Title

\* 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 Development Services Agency within fifteen (15) days of final approval.

#### Return Completed Applications to:

David Meadows  
Economic Development Director  
City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026  
dmeadows@hilliardohio.gov



## COMMUNITY REINVESTMENT AREA AGREEMENT WITH PROJECT CAPTURE

This Agreement (“Agreement”) is made and entered into by and between the **City of Hilliard, Ohio**, a charter municipality with its main offices located at 3800 Municipal Way, Hilliard, Ohio 43026 (the “City”) and Advanced Drainage Systems, Inc. with its current offices located at 4640 Trueman Boulevard, Hilliard, OH 43026 (the “Owner” and “Enterprise”).

### WITNESSETH:

**WHEREAS**, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as the 1-270 West Community Reinvestment Area (the "CRA"); and

**WHEREAS**, the Council of the City of Hilliard, Ohio by Resolution No. 04-C-54 adopted on November 22, 2004, designated the area that includes the Project Site, as a Community Reinvestment Area pursuant to Ohio Revised Code ("R.C.") Chapter 3735; and

**WHEREAS**, the Director of the Ohio Development Services Agency determined that the aforementioned area designated in said Resolution No. 04-C-54 contained the characteristics set forth in R.C. Chapter 3735 in certification number 049354476-04 on November 14, 2005; and

**WHEREAS**, the Owner seeks to develop approximately 17 acres on parcel number 050-011833 (formerly 050-008256) by the Franklin County Auditor’s Office, to construct approximately 107,500 square feet of office and engineering space (the “Property”); and

**WHEREAS**, on the Property, the Owner desires to invest approximately \$32 million to construct an approximately 107,500 square foot engineering building (the “Facility”). The Enterprise is desirous of locating certain operations at the Facility (the “Project”) provided that appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the Owner has applied to the City requesting a 15-year, 50% Community Reinvestment Area abatement on the increase in appraised value of the Property resulting from the Project (the “Incentive”); and

**WHEREAS**, the City has investigated the Owner’s application, **attached** hereto as Exhibit “One” and incorporated herein, and has recommended the same to this Council on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the I-270 West CRA and improve the economic climate of the City; and

**WHEREAS**, the Owner has submitted the required state application fee of \$750 made payable to the Ohio Department of Development to be forwarded to said department with a copy of the final signed agreement; and

**WHEREAS**, the Property is located in the Hilliard City School District (the “School District”) and in the area served by the Tolles Career and Technical Center (the “Career Center”) and the Boards of Education of the School District and the Career Center have been notified in accordance with R.C. Section 5709.83 and have been provided a copy of the Application; and

**WHEREAS**, pursuant to R.C. Section 3735.671(A)(2), the Board of Education of the School District has received the required estimates which show that the payments to be made pursuant to that Section equal or exceed 50% of the real property taxes charged and payable with respect to the Project, had the Project not been exempted from taxation, and therefore, approval of the exemption by the School District is not required; and

**WHEREAS**, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties hereto desire to set forth their agreement in writing with respect to matters hereinafter contained.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1. Project Description. The Owner shall invest approximately \$32 million to construct an approximately 107,500 square foot engineering facility to relocate and expand its business on the Property in the City of Hilliard, Franklin County, being part of parcel number 050-008256 as identified in the **attached** Exhibit “Two” incorporated herein (the “Project Site”). The Project will begin on or after November 1, 2022, and all construction demonstrated by receipt of a certificate of occupancy and will be completed on or before December 31, 2024.

Section 2. Job Relocation and Creation. The Enterprise (or an affiliated entity) shall have caused the retention and/or creation of one hundred twenty (120) full-time employees (“Jobs Requirement”) with \$12,000,000 million in annual payroll within five years of the construction completion (“Hiring Ramp Up”), for which the Enterprise (or an affiliated entity) will pay withholding taxes to the City of approximately \$300,000 per year starting after Hiring Ramp Up and extending throughout the remaining term of this Agreement.

Section 3. Reporting Obligations. The Owner and Enterprise shall provide to the proper Tax Incentive Review Council (“TIRC”) and CRA Housing Council any and all information reasonably required by the TIRC or Housing Council to evaluate compliance with this Agreement, including tax returns filed pursuant to R.C. Section 5711.02 if requested by either or both entities.

Section 4. CRA Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants a 15-year 50% real property tax abatement to the Owner for the increase in assessed value of the Property as a result of the Project (the “Exemption”). The Exemption commences the first year for which the increase in assessed value of the Property attributed to construction of the Project would first be taxable but for the Exemption provided herein. No exemption shall commence after tax year ending 12/31/2025, nor extend beyond tax year ending 12/31/2039 (the “Term”).

The Owner acknowledges that the tax exemption with respect to the Property **does not automatically** take affect after execution of this Agreement. The Owner **must** file a real property tax exemption application with the Housing Officer designated by the City for the I-270 West CRA (see **attached** Application for Exemption at Exhibit “Three”) in order for the exemption to be granted. The City agrees that upon receipt of the real property tax exemption application, and after making a determination that the Owner has completed the Project, the Housing Officer will then certify the tax exemption to the Franklin County Auditor’s Office.

Section 5. Other Incentives. In further consideration of the Project, the City will, pursuant to Section 190.04 of the City’s Codified Ordinances, provide a credit of up to \$50,000 against the Owner’s expected costs for City of Hilliard’s water and sewer capacity fees.

Section 6. Income Tax Revenue Sharing. The Owner and the Enterprise acknowledge that the City may be requirement to make payments, attributed to the Project, to the School District pursuant to R.C. Section 5709.82 (D).

Section 7. Annual Fee. The Owner or Enterprise shall pay the City an annual fee equal to one thousand dollars (\$1,000). The fee shall be made payable to the City once per year by certified check, made payable to the City of Hilliard, Ohio, for each year the Agreement is in effect, and shall be delivered to the City’s Finance Director. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.671(D) and by the TIRC created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section.

Section 8. Non-Exempted Taxes. The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Owner 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.

Section 9. Cooperation of the City. The City 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.

Section 10. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the I-270 West CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted in this Agreement.

Section 11. Termination, Suspension or Modification Upon Default. If the Owner or Enterprise materially fails to fulfill its obligations under this Agreement or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City 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, for any year for which the Owner or Enterprise materially fails to fulfil its obligations under this Agreement. Any modification or repayments shall be proportional to the amount by which actual total jobs are less than the estimated Jobs Requirement described in Section 2. Enterprise shall be considered materially fulfilling obligations in any year during the term if, during the Hiring Ramp Up period, the Enterprise (and its affiliates) makes progress towards meeting the Jobs Requirement or, after the Hiring Ramp Up period, the Enterprise (and its affiliates) maintains at least 80% of the estimated Jobs Requirement described in Section 2.

Section 12. Certification as to No Delinquent Taxes. The Owner and Enterprise each hereby certifies that at the time this Agreement is executed, it 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 the Owner is liable under R.C. Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5653, or if such delinquent taxes are owed, the Owner 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 the Owner. 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.

Section 13. Approval by the City. The Owner, the Enterprise and the City acknowledge that this Agreement must be approved by formal action of Hilliard City Council authorizing the City to enter into this Agreement. This Agreement shall be effective upon signature of the City's authorized representative.

Section 14. Non-Discriminatory Hiring/Local Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Enterprise is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, ancestry or military or veteran's status.

Section 15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Enterprise, the Owner, any successor property owner, or any related member (as those terms are defined in Division (E) of R.C. Section 3735.671) has violated the prohibition against entering into this Agreement under Division (E) of R.C. Section 3735.671 or 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 16. R.C. Section 9.66 Covenants. The Owner and the Enterprise affirmatively covenants that it has not made false statements to the State or to local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the Owner or the Enterprise has knowingly made a false statement to the State or local political subdivision to obtain Community Reinvestment Area incentives, the Owner shall be

required to immediately return all benefits received under this Agreement pursuant to R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to R.C. 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 R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six months.

Section 17. Assignments. This Agreement is not transferable or assignable by the Owner without the express, prior written approval of the City's Law Director, which will not be unreasonably withheld. Notwithstanding the foregoing, the Owner or Enterprise may assign this Agreement to an affiliate who takes title to the Property. The Owner or Enterprise shall provide a copy of any such assignment to the City.

Section 18. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument, including electronically executed or stored counterparts (such as DocuSign counterparts or .pdfs). Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City to:

City Manager  
City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026

614.334.2344  
[mcrandall@hilliard.gov](mailto:mcrandall@hilliard.gov)

If to the Owner and Enterprise, to:

Advanced Drainage Systems, Inc.  
 4640 Trueman Road  
 Hilliard, Ohio 43026  
 Attention: Director, Real Estate & Facilities

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

**IN WITNESS WHEREOF**, the City of Hilliard, Ohio, the Owner and the Enterprise, each by a duly authorized representative, have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2022. This Agreement is effective upon execution by the City.

**CITY OF HILLIARD, OHIO**

**ADVANCED DRAINAGE SYSTEMS, INC.**

\_\_\_\_\_  
 City Manager  
 Michelle Crandall  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Phil Hartmann, Law Director



**Exhibit One  
CRA Application  
(attached hereto)**

**Attachment: Exhibit B ADS CRA Agreement (22-R-99 : Advanced Drainage Systems Community Reinvestment Area Agreement)**



Real People. Real Possibilities.™

Economic  
Development  
Department

## Community Reinvestment Area Application

### 1. Agreement Information

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the City of Hilliard located in Franklin County and \_\_\_\_\_.

*Legal Name of Proposed Recipient*

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

\_\_\_\_\_  
*Enterprise Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Contact Name*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Phone*

- b. Project site: \_\_\_\_\_

*Parcel Number*

\_\_\_\_\_  
*Enterprise Name*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Contact Name*

\_\_\_\_\_  
*E-mail*

\_\_\_\_\_  
*Phone*

### 2. Business/Enterprise Information

- a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

\_\_\_\_\_

- b. List primary 6-digit North American Industry Classification System (NAICS)

\_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred:

\_\_\_\_\_

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other).\_\_\_\_\_

- e. Name of principal owner(s) or officers of the business.

\_\_\_\_\_

### 3. Existing Employment Information

- a. State the enterprise's current employment level at the proposed project site:  
\_\_\_\_\_
- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?    Yes    No
- 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:  
\_\_\_\_\_
- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):  
\_\_\_\_\_
- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:  
\_\_\_\_\_
- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?  
\_\_\_\_\_

### 4. Project Information

- a. Project Description:
- b. Project will commence by \_\_\_\_\_, 20\_\_\_\_ and be completed by \_\_\_\_\_, 20\_\_\_\_ if a tax exemption is provided.
- c. Number of new employees to be created at the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
- d. State the time frame of this projected hiring: \_\_\_\_\_ yrs.
- e. State proposed schedule for hiring:  
(Itemize by full and part-time and permanent and temporary employees)

- f. Annual payroll from new employees:  
(Payroll must be itemized by full & part-time and permanent & temporary new employees).
- g. Existing annual payroll relating to any job retention claim resulting from the project:  
\$ \_\_\_\_\_
- h. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- |  |                 |
|--|-----------------|
| i. Acquisition of Land/Buildings:        | \$ _____        |
| ii. Additions/New Construction:          | \$ _____        |
| iii. Improvements to existing buildings: | \$ _____        |
| iv. Machinery & Equipment:               | \$ _____        |
| v. Furniture & Fixtures:                 | \$ _____        |
| vi. Inventory:                           | \$ _____        |
| <b>Total New Project Investment:</b>     | <b>\$ _____</b> |
- i. Business requests the following tax exemption incentives: \_\_\_\_\_ % for \_\_\_\_\_ years
- j. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
5. Does (Is) the Property Owner, Enterprise or its Officers:
- |  |     |    |
|--|-----|----|
| a. Owe any delinquent taxes to the State of Ohio or a political subdivision of the state?  | Yes | No |
| b. Owe any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?   | Yes | No |
| c. Owe 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 |
| d. Subject to any ongoing civil or criminal litigation?  | Yes | No |
| e. 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).  |     |    |

Submission of this application expressly authorizes the City of Hilliard 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. If approved by Hilliard City Council, the Applicant will be required to submit a non-refundable, \$750 application fee check made payable to: "Treasurer, State of Ohio".

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

\* 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 Development Services Agency within fifteen (15) days of final approval.

**Return Completed Applications to:**

David Meadows  
Economic Development Director  
City of Hilliard  
3800 Municipal Way  
Hilliard, Ohio 43026  
dmeadows@hilliardohio.gov

**Exhibit Two**  
**Project Site Description**  
**(attached hereto)**



**MAP(GIS)**

Generated on 12/05/2022 at 01:51:14 PM

Parcel ID	Map Routing No	Owner	Location
05001183300	05001183300	ADVANCED DRAINAGE SYSTEMS INC	

**GIS****Disclaimer**

This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

## Exhibit Three

**CITY OF HILLIARD, OHIO**  
**APPLICATION FOR TAX ABATEMENT**

1. Name of Real Property Owner: \_\_\_\_\_
2. Name of Business: \_\_\_\_\_
3. Address of Real Property to be abated: \_\_\_\_\_
4. Mailing address if different from above: \_\_\_\_\_
5. Exemption sought for:  
New Structure \_\_\_\_\_  
Remodeling \_\_\_\_\_
6. Cost of Construction: \_\_\_\_\_
7. Date of Project Completion: \_\_\_\_\_
8. Date of Occupancy Permit and Number: \_\_\_\_\_
9. Tax District and Parcel Number(s): \_\_\_\_\_
10. Certificate date by County Auditor: \_\_\_\_\_
11. Length of Abatement: \_\_\_\_\_

If project involves a structure of historical or architectural significance, certification must be attached.

Council Action:      Approved:      Disapproved: \_\_\_\_\_

Resolution No. \_\_\_\_\_ Date Passed: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: **David Meadows**, Housing Officer, 3800 Municipal Way, Hilliard OH 43026

\*\*\*\*\*

I certify that the project described herein complies with the CRA Agreement and meets the necessary requirements for the Hilliard Community Reinvestment Area Program, and meets the requirements for an exemption under R.C. Section 3735.67, subsection:        (A)        (B)        (C)

Signature, Hilliard Housing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

## Council Memo: Legislation (22-R-100)

**Subject:** Advanced Drainage System Economic Development Agreement  
**From:** Michelle Crandall, City Manager  
**Initiated by:** David Meadows, Director of Economic Development  
**Date:** December 12, 2022

### Executive Summary

This legislation allows the City Manager to enter into an Economic Development Agreement with Advanced Drainage Systems, Inc. to support the retention of 322 jobs and the creation of 170 new jobs.

### Staff Recommendation

Staff recommends that City Council approve this legislation to retain one of the largest private sector employers in the City of Hilliard.

### Background

Advanced Drainage Systems, Inc. (ADS) is a manufacturer of innovative stormwater solutions and the largest plastic recycler in North America and has been located in the City since 2002. ADS has experienced significant business growth and is interested in growing its operations in the City of Hilliard. Approval of this incentive will support the retention of 322 existing jobs with \$91.7 million in annual payroll. ADS has committed to hiring at least 170 new jobs supporting more than \$17 million in new annual payroll. ADS is a great corporate citizen and even provided financial support to the development of the First Responders Park.

### Financial Impacts

This Agreement would provide the company with an estimated \$2.38 million benefit over the life of the incentive.

### Expected Benefits

This incentive would help retain \$1.8 million in existing annual withholding and create \$850,000 in new withholding within five years. Based on the hiring schedule, the City would net \$22.4 million in new and retained withholding over the life of the ten-year incentive.

### Attachments

N/A



**Resolution: 22-R-100**

**Adopted:**

**Page 1 of**

**Effective:**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH ADVANCED DRAINAGE SYSTEMS, INC., TO EXPAND ITS OPERATIONS IN HILLIARD.**

**WHEREAS**, Advanced Drainage Systems, Inc. (the “Enterprise”) is a manufacturer of innovative stormwater solutions and the largest plastic recycler in North America and has been located in the City since 2002; and

**WHEREAS**, the Enterprise has seen an increase of new business, and is planning on expanding its current workforce; and

**WHEREAS**, the Enterprise desires to retain three hundred twenty-two (322) employees and create one hundred seventy (170) jobs in the City of Hilliard by December 31, 2027 (the “Project”); and

**WHEREAS**, in order to incentivize its expansion in Hilliard, the City desires to provide the Enterprise with a tax incentive credit equal to thirty-five percent (35%) of the new yearly payroll taxes paid to the City resulting from the project for a term of ten (10) years:

**WHEREAS**, the Project’s increase to Hilliard’s tax base, and the offering of incentives, will improve the economic welfare of Hilliard citizens, as authorized in Article VIII, Section 13 of the Ohio Constitution.

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

**SECTION 1.** The City finds and determines that the Project and the related economic development incentives described in the Economic Development Agreement, in a form substantially similar to the one **attached** hereto as Exhibit “A” (the “Agreement”) and incorporated herein, are in furtherance of the City’s Comprehensive Plan. The City further finds and determines that it is appropriate and in the best interests of the City to provide certain incentives to Advanced Drainage Systems, Inc., for the purpose of creating jobs and employment opportunities in the City and to improve the economic welfare of the people of the State of Ohio and the City as authorized in Article VIII, Section 13 of the Ohio Constitution.

**SECTION 2.** The City Manager, for and in the name of the City, is authorized to execute an Agreement substantially similar to the one attached hereto as Exhibit “A”, and in a form not inconsistent with the terms of this Resolution and not substantially adverse to the City, with any changes or modifications being evidenced conclusively with her execution thereof that such changes are approved by City Council.

**SECTION 3.** The Director of Finance and the Director of Law, and any other City officials, as appropriate, are each authorized and directed to prepare and sign any other documents, instruments, amendments or certificates and to take such actions as are necessary or appropriate to consummate and implement the transactions described in or contemplated by this Resolution in executing the Agreement.

**SECTION 4.** This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SECTION 5.** This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

\_\_\_\_\_  
**Diane C. Werbrich, MMC**  
**Clerk of Council**

\_\_\_\_\_  
**President of Council**

APPROVED AS TO FORM:

\_\_\_\_\_  
**Philip K. Hartmann**  
**Director of Law**

✓ Vote Record - Resolution 22-R-100						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

**CERTIFICATE OF THE CLERK**

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-100** passed by the Hilliard City Council on the 12th day of December 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 12th day of December 2022.

\_\_\_\_\_  
Diane C. Werbrich, MMC

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Hilliard, Ohio** (“**City**”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with offices at 3800 Municipal Way, Hilliard, Ohio 43026 and **Advanced Drainage Systems, Inc.** with offices at 4640 Trueman Boulevard, Hilliard, OH 43026 (the “**Enterprise**”).

### RECITALS:

**WHEREAS**, Advanced Drainage Systems, Inc. (the “Enterprise”) is a manufacturer of innovative stormwater solutions and the largest plastic recycler in North America and has been located in the City since 2002; and

**WHEREAS**, the Enterprise has seen an increase of new business and is planning on retaining and expanding its current workforce; and

**WHEREAS**, the Enterprise desires to retain three hundred twenty-two (322) employees and create one hundred seventy (170) new jobs (the “New Jobs”) by December 31, 2027 (the “Project”); and

**WHEREAS**, in order to incentivize its expansion in Hilliard, the City desires to provide the Enterprise with a tax incentive credit equal to thirty-five percent (35%) of the new yearly payroll taxes paid to the City on the New Jobs resulting from the Project, for a term of ten (10) years; and

**WHEREAS**, the Project’s increase to Hilliard’s tax base, and the offering of incentives, will improve the economic welfare of Hilliard citizens, as authorized in Article VIII, Section 13 of the Ohio Constitution.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and the benefits to be derived by the parties from the execution hereof, the parties agree as follows:

### **Section 1. Scope of Project**

In consideration of the incentive contemplated in this Agreement, by December 31, 2027, the Enterprise will expand its current workforce by creating one hundred seventy (170) jobs, increasing its annual payroll by \$17 million, from approximately \$91.7 million to \$108.7 million (“New Payroll”). For purposes of determining whether the Enterprise is eligible for an incentive in any particular year, the Enterprise must have paid withholding taxes to the City in an amount that exceeds One Million Eight Hundred Thirty-Four Thousand (\$1,834,000) (the “Baseline Withholding”) for that corresponding tax accrual year.



## Section 2. Financial Incentive

(a) In consideration of the Enterprise implementing the Project and creating the New Jobs in the City, based on the terms and conditions provided hereafter, the Enterprise is eligible to receive an annual 35% job creation tax credit incentive for up to ten (10) consecutive years (the “Tax Credit Incentive”), for the tax accrual years 2025 through 2034 and corresponding tax payment years of 2026 through 2035 (the “Term”).

Taxes paid on wages of the New Jobs shall be evidenced by W-2 forms indicating that Hilliard income taxes were withheld and paid.

(b) The eligibility to receive a Tax Credit Incentive is determined on a year-by-year basis during the Term. If the Enterprise does not exceed payment of the Baseline Withholding for a particular tax payment year as defined above, it shall not be eligible to receive, nor shall the City provide, a Tax Credit Incentive for that Tax Payment Year. If the Enterprise is eligible to receive a Tax Incentive Credit for any given year, the Tax Incentive Credit shall be based on the actual payroll taxes paid to the City that exceed the Baseline Withholding multiplied by thirty-five (35%). There is no cap on this incentive during the Term.

By way of example, if the Enterprise pays the City \$2 million in payroll taxes in 2025, the Enterprise is eligible to receive a Tax Credit Incentive of \$58,100.

(c) The Enterprise must apply for the Tax Credit Incentive each year using the form attached, and as may be amended from time to time by the City, no later than June 15<sup>th</sup> of each year during the Term. In order for the City to confirm that the Enterprise has met the criteria to claim a Tax Credit Incentive for the corresponding year, the Enterprise **shall submit all tax filings through the Regional Income Tax Agency (RITA) that is the City’s tax collection agent for all local taxes.** Following processing and reconciliation by RITA and upon confirmation by the City that the Enterprise has met the criteria to claim a Tax Credit Incentive for the corresponding year, the City shall authorize the refundable credit. Failure by the Enterprise to file all tax returns through RITA as required above, shall be deemed a material breach of this Agreement and such shall nullify any obligation of the City to authorize and pay a refundable Tax Credit Incentive to the Enterprise for that year in which it failed to file returns through RITA, and the Enterprise hereby forfeits all of its right and interest in receiving a Tax Incentive Credit for that year, and it shall make no claim(s) against the City resulting from such forfeiture and failure to file returns as required hereunder.

If the City fails to authorize the refundable credit as required above, the Enterprise shall be entitled to claim such amount as a nonrefundable credit against the Company’s corporate net profit tax under the City’s Income Tax Code pursuant to Section 718.15 or 718.151 of the Ohio Revised Code. Any such credits may be carried forward past the date upon which this Agreement terminates as necessary for the Enterprise to fully claim such credit. Solely for the purpose of claiming such credit, the credit shall be for 100% of the new or retained income tax revenue, not to exceed the unpaid Tax Credit Incentive.

**Section 3. Enterprise Payback Provision in the Event of Default.** The Enterprise and the City agree that the Tax Credit Incentive herein is offered and provided as an inducement for the Enterprise to expand its business operations in Hilliard and create and maintain a certain level of jobs and payroll taxes to the City, for at a minimum, the duration of the Term. If the Enterprise relocates its operations to a location outside the corporate boundaries of Hilliard during the Term, or if the Enterprise ceases operations in the City during the Term, the parties acknowledge and agree that this Agreement is lacking in consideration and the Enterprise is in default in performance of the terms and conditions of this Agreement. Therefore, if the Enterprise relocates outside Hilliard or ceases operations in Hilliard prior to the end of the Term, and if the City has granted and provided one or more refundable Tax Incentive Credits to the Enterprise for one, any or all prior years of the Term, then the Enterprise shall make restitution and reimbursement to the City in an amount equal to the combined three most recent Tax Credit Incentives (including Enhanced Tax Credit Incentives) provided to the Enterprise, or the total of such Credits provided if less than three refundable credits have been provided to the Enterprise by the City (the “Reimbursement”). The Reimbursement is due and shall be paid to the City (to the attention of the Finance Director) in full immediately upon Default. “Ceasing operations” is defined herein as the Enterprise no longer using the services of its employees, contractors, agents or volunteers in Hilliard to transact Enterprise business for which it seeks to be compensated in one form or another. An empty building with no staff except security, cleaning and grounds maintenance staff or services (or less than that) shall, in addition to the prior statement, meet the definition of “ceasing operations” as defined herein.

The Enterprise acknowledges that the City may report any default under this Agreement to the Ohio Department of Development and to JobsOhio.

**Section 4. Records, Access and Maintenance.** The Enterprise shall establish and maintain, during the term and for at least four (4) years from the termination of the Term herein, such reports and records required to account for the New Jobs and all relevant supporting documentation that would be required in an audit for these purposes. The parties further agree that records required with respect to any questioned costs, audit disallowances, litigation or dispute between the City and the Enterprise shall be maintained for the time needed for the resolution of said question, and that in the event of early termination of this Agreement, or if for any other reason the City shall require a review of the records related to the Project, the Enterprise shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

**Section 5. Miscellaneous Provisions**

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing. For purposes of this Agreement, notices shall be addressed to:

- (i) the City at: City of Hilliard, Ohio  
Director of Economic Development  
3800 Municipal Way  
Hilliard, Ohio 43026
- (ii) Enterprise at: Advanced Drainage Systems, Inc.  
4640 Trueman Road  
Hilliard, Ohio 43026  
Attention: Director, Real Estate & Facilities

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions; No Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the City or Enterprise in other than his or her official capacity. No official executing or approving the City's or Enterprise's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of Enterprise and its successors and assigns, and to the extent permitted by law, this Agreement shall be binding and inure to the benefit of the City and its successors and assigns.

(d) Amendments. This Agreement may be amended by written agreement only, duly executed by the City and Enterprise, and approved by the Hilliard City Council if required.

(e) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
- (iii) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

(f) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Enterprise, its parent, subsidiaries, corporate affiliates, successors or assigns, employees and agents, arising out of or relating to this Agreement, default or its breach, shall be decided in a court of competent jurisdiction within Franklin County, Ohio.

(g) Survival of Representations and Warranties. All representations and warranties of the Enterprise and the City in this Agreement shall survive the execution and delivery of this Agreement.

(h) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(i) Effectiveness of Agreement. This Agreement shall be effective only upon the passage and effectiveness of legislation by Hilliard City Council authorizing the signature hereto by the City Manager. This Agreement is effective upon signature by the City.

(j) Tax Disclosure Form. Contemporaneously with the signing of this Agreement, the Enterprise shall sign and submit the attached Tax Information Disclosure Authorization to the City. Failure by the Enterprise to execute the Tax Information Disclosure Authorization shall result in any and all Tax Incentive Credits earned, owed, or owing to the Enterprise, to be forfeited.

(k) Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument, including electronically executed or stored counterparts (such as DocuSign counterparts or .pdfs). Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the day and date first set forth above.

**CITY OF HILLIARD, OHIO**

**ADVANCED DRAINAGE  
SYSTEMS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michelle Crandall

Printed: \_\_\_\_\_

City Manager

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

---

Philip Hartmann, Law Director

Attachment 1  
**CITY OF HILLIARD, OHIO**  
**APPLICATION FOR INCENTIVE CREDIT**  
Due by June 15<sup>th</sup> for each year of the Agreement Term

1. Name of Business: \_\_\_\_\_
2. Address in Hilliard: \_\_\_\_\_
3. Mailing address if different from above: \_\_\_\_\_
4. Incentive Agreement Terms: \_\_\_\_% of local wage withholding taxes paid for prior year for a term of \_\_\_\_\_ years.
5. Term of Agreement: From \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.
6. You are applying for Tax Accrual Year 20\_\_\_\_
7. Tax ID: \_\_\_\_\_
8. Number of Employees as of December 31, 20\_\_\_\_: \_\_\_\_\_  
Increase over prior year: \_\_\_\_\_ Decrease over prior year: \_\_\_\_\_
9. Base Withholding amount for the tax year identified in number 5 above is \_\_\_\_\_ per the Agreement.
10. Actual Amount of Wage Withholding Taxes paid to Hilliard for the year identified in number 6 above was \$ \_\_\_\_\_.
11. Per the Agreement, Enterprise's Incentive Credit is estimated to be \$ \_\_\_\_\_.

.....

I certify that the information provided above is true and accurate pursuant to the generally acceptable accounting and financial practices of our Company.

Signature of Applicant: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number and e-mail for Signatory above: \_\_\_\_\_

**Return to: David Delande, Finance Director, 3800 Municipal Way, Hilliard OH 43026 or e-mail to [ddelande@hilliardohio.gov](mailto:ddelande@hilliardohio.gov). He can be reached at (614) 334-2354.**



## TAX INFORMATION DISCLOSURE AUTHORIZATION

\_\_\_\_\_. (the “Enterprise”) irrevocably authorizes the Tax Administrator of the City of Hilliard, Ohio or any agent designated by the Tax Administrator, to disclose to the Director of Finance of the City of Hilliard, Ohio, the amounts of taxes paid or the outstanding liabilities owed, for taxes imposed under Chapter 181 of the City of Hilliard’s Codified Ordinances, for purposes of determining the eligibility to receive an Annual Incentive from the City, and the amount thereof, under the terms and conditions of that certain Economic Development Agreement (“Agreement”) entered into on \_\_\_\_\_ by Enterprise and the City of Hilliard, Ohio (the “Authorization”). This Authorization shall be in effect for the term of the Agreement.

Enterprise expressly waives notice of the disclosure(s) to the Director of Finance by either the Tax Administrator or by any agent designated by the Tax Administrator. Enterprise expressly waives the confidentiality provisions of the Ohio law which would otherwise prohibit disclosure and agrees to hold the Tax Administrator and his/her agents harmless with respect to the limited disclosure authorized herein.

This Authorization is to be liberally interpreted and construed. Any ambiguity shall be resolved in favor of the Tax Administrator of the City of Hilliard, Ohio, or the authorized agents thereof.

This Authorization is binding on any and all Company heirs, beneficiaries, survivors, assigns, Executors, administrators, successors, receivers, trustees, or other fiduciaries.

A photocopy of this Authorization is as valid as the original. The person signing below verifies that he/she is a Company representative authorized to bind Enterprise to this Authorization.

\_\_\_\_\_.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Council Memo: Legislation (22-R-101)

**Subject:** Woolpert PSA Modification  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Letty Schamp, Transportation & Mobility Director  
**Date:** December 12, 2022

### Executive Summary

This resolution authorizes a modification to an existing professional service agreement (PSA) with Woolpert, Inc to provide design services for CIP T-157 Center Street Modifications.

### Staff Recommendation

Staff recommends approval of this resolution to authorize design of the Center Street modifications.

### Background

The City entered into a PSA with Woolpert, Inc. on July 1, 2022 for surveying, concept planning, preliminary engineering, and cost estimating for a project to permanently close Center Street at Main Street, to correct drainage problems at the intersection, and to improvement pedestrian and bicycle mobility and safety along Center Street and at the Main Street intersection. The total authorized to date is \$40,588. The executed PSA is provided as **Exhibit A** to the resolution.

The City desires to modify Woolpert's contract for detailed design and design services during bidding and construction of the improvements, which requires Hilliard City Council approval since the contract amount will exceed \$50,000. The scope of services and the estimated cost for this modification is provided in **Exhibit B** to the resolution. The estimated cost for this modification, including approximately a ten percent contingency to cover minor scope adjustments, is \$79,000. Funds appropriated as part of the Capital Improvement budget for T-157 Center Street Improvements and T-133 Pedestrian & Bicycle Mobility & Safety Program will be used to fund the modification.

In addition to improvements to the Main Street/Center Street intersection, Woolpert will develop construction documents and estimates to resurface Main Street within the limits of the Old Hilliard District, including pavement repairs, curb repairs, and re-striping to address overall street condition and asset management. Funds from CIP T-122 Street Maintenance and Repair Program will be bundled with CIP T-157 and CIP T-133 to cover the construction of the Project in 2023.

The goal is to authorize a construction contract for this work at the July 10, 2023, City Council meeting to allow construction to begin mid-August 2023 after conclusion of the Celebration at the Station events at Hilliard's Station Park. The goal will be to complete the Project, including the resurfacing of Main Street, by November 15, 2023.

This contract may be modified, if necessary to complete the project, subject to the appropriation of funds by Hilliard City Council.

### Financial Impacts

The financial impact is \$79,000.

### Expected Benefits

The benefit of this professional service agreement is to enable design to begin for the Center Street Modifications.

### Attachments

Exhibit A: PSA with Woolpert, Inc. executed July 1, 2022  
Exhibit B: Modification #1



**Resolution: 22-R-101**

**Adopted:**

**Page 1 of**

**Effective:**

**AUTHORIZING THE CITY MANAGER TO MODIFY AN EXISTING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH WOOLPERT, INC. TO PROVIDE DESIGN SERVICES FOR THE CENTER STREET MODIFICATIONS (CIP T-157) AND AUTHORIZING AN EXPENDITURE.**

**WHEREAS**, in the spring of 2020 in response to the COVID-19 pandemic, the City of Hilliard closed one block of Center Street between Main Street and Wayne Street to allow for expanded outdoor dining opportunities to support local businesses; and

**WHEREAS**, the closure of Center Street has been a positive change in the Old Hilliard District, opening up the street for public gathering space and enhancing safety for pedestrians in and around Hilliard's Station Park; and

**WHEREAS**, the City desires to make the closure of Center Street permanent at Main Street; and

**WHEREAS**, on July 1, 2022, the City of Hilliard entered into a PSA with Woolpert, Inc. to provide an concept planning and preliminary design for CIP T-157 Center Street Modifications; and

**WHEREAS**, the City of Hilliard desires to modify the PSA with Woolpert, Inc. to include detailed design, preparation of construction documents, and services during bidding and construction for the Center Street Improvements, which includes installation of curbed islands, drainage improvements, curb ramp improvements, crosswalk enhancements, restriping of the existing on-street bike lane on Center Street, and resurfacing, pavement repairs, and curb repairs on Main Street (hereinafter the "Project"); and

**WHEREAS**, the additional services for the Project will increase the contract amount above \$50,000, which requires authorization by Hilliard City Council; and

**WHEREAS**, the estimated cost for the additional services for the Project is \$79,000, which includes approximately a ten percent contingency to cover minor changes in scope; and

**WHEREAS**, pursuant to Section 3.10 of the Charter of the City, authorization to fund the Services may be established by Resolution of Council.

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

**SECTION 1.** An expenditure is authorized in the amount of \$79,000 from the unencumbered balance of Fund 304, Object 55 and Fund 202, Object 55 for professional services.

**SECTION 2.** The City Manager is hereby authorized to modify the existing professional services agreement ("Agreement") with Woolpert, Inc. dated July 1, 2022, as shown in "Exhibit A", for design services for the Center Street Improvements, designated as Modification #1, as shown in "Exhibit B". The City Manager is authorized to make such changes to the Agreement that are not inconsistent with this Resolution and not adverse to the City.

**SECTION 3.** The City Manager is authorized to modify this Agreement further if required to complete the Project, subject to satisfactory performance and the appropriation of sufficient funds by City Council.

**SECTION 4.** The Finance Director is authorized to make any accounting changes to revise the funding source for any contract or contract modification associated with expenditure of the funds provided herein.

**SECTION 5.** This Resolution is effective upon its adoption.

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
**Diane C. Werbrich, MMC**  
**Clerk of Council**

\_\_\_\_\_  
**President of Council**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Philip K. Hartmann**  
**Director of Law**

✓ Vote Record - Resolution 22-R-101						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> No Recommendation						
<input type="checkbox"/> Referred Back To Committee						

**CERTIFICATE OF THE CLERK**

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-101** passed by the Hilliard City Council on the 12th day of December 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 12th day of December 2022.

\_\_\_\_\_  
Diane C. Werbrich, MMC

**CITY OF HILLIARD, OHIO**  
**PROFESSIONAL SERVICES AGREEMENT**

---

This Professional Services Agreement (“Agreement”) is by and between the City of Hilliard, Ohio, 3800 Municipal Way, Hilliard, Ohio 43026, (hereinafter referred to as “**City**”), and Woolpert, Inc., 1 Easton Oval, Suite 400 | Columbus, OH 43219 (hereinafter referred to as “**Service Provider**”).

Witnesseth, that for the mutual considerations herein specified, **City** and **Service Provider** have agreed and do hereby agree as follows:

**SECTION I – OBLIGATIONS OF SERVICE PROVIDER**

- A. Perform the Services as set forth in Exhibit A.
- B. If the **Service Provider** is an individual, complete, sign and return the Ohio Public Employees Retirement System (“OPERS”) Independent Contractor Acknowledgement form.
- C. Give prompt notice to **City** should the **Service Provider** observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to **City** after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. **Service Provider** shall be entitled to retain copies for the **Service Provider's** files.

**SECTION II – OBLIGATIONS OF HILLIARD**

- A. Assist the **Service Provider** by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the **Service Provider** should **City** observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

**SECTION III – TERM AND TERMINATION**

- A. This Agreement begins on the date signed by the City Manager and the **Service Provider** shall promptly provide the **City** with the Services as set forth in Exhibit A.

- B. The **City** may terminate this Agreement at any time by giving **Service Provider** thirty (30) days advance written notice. In the event this Agreement is terminated by **City** prior to its natural expiration, **Service Provider** shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.
- C. This Agreement will terminate upon completion of the Services outlined in Exhibit A. This Agreement may be extended for additional services if agreed to in writing, executed by the **City** and the **Service Provider**, subject to the appropriation of sufficient funds.

#### **SECTION IV - PAYMENT**

- A. **Service Provider** shall be compensated for the Services outlined in Exhibit A for a total not to exceed \$40,558. For any assigned additional tasks/projects, **Service Provider** shall be compensated as agreed upon by the **Service Provider** and **City**, contingent upon the appropriation of sufficient funds and the approval of Hilliard City Council, if required.
- B. The **Service Provider** shall submit invoices to the attention of the **City's** Director of Transportation & Mobility, or designee, properly identified with the appropriate **City** purchase order number. Payment to **Service Provider** shall be made within thirty (30) days of receiving an invoice if additional information is not required by the **City** in order to pay the invoice.

#### **SECTION V – RELATIONSHIP OF PARTIES**

The parties acknowledge and agree that **Service Provider** is an independent contractor and is not an agent or employee of **City**. Nothing in this Agreement shall be construed to create a relationship between **Service Provider** and the **City** of a partnership, association, or joint venture. Further, the parties acknowledge that **Service Provider** is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on **City's** payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by **City** personnel as to the manner of work.

#### **SECTION VI – INDEMNIFICATION**

- A. Professional Liability. **Service Provider** agrees to indemnify and hold the **City**, its officers, officials, and employees harmless from and against all suits, actions or claims for property losses, damages or personal injury to the extent caused by the negligent acts, errors or omissions by the **Service Provider** or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the **Service Provider** shall indemnify, defend and hold harmless **City**, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the **Service Provider**, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the **Service Provider**, any subconsultant(s) of the **Service Provider**, its agents, or anyone



directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **SECTION VII - INSURANCE**

- A. The **Service Provider** shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the **Service Provider** may be legally negligent. The **Service Provider** shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the **Service Provider** shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The **Service Provider** shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The **Service Provider** shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. The **City** shall be held harmless for any damage to the **Service Provider's** property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the **Service Provider** is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, the **City** prior to the start of work on the project and before the **City** is obligated to make any payments to the **Service Provider** for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Hilliard is an "Additional Insured".

## **SECTION VIII – EMPLOYEE DOCUMENTATION**

- A. **Service Provider** guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The **Service Provider** will upon demand provide **City** with appropriate documentation (Form I-9) for any **Service Provider** employee performing services for **City**.

- B. The **Service Provider** agrees to indemnify **City** in accordance with Section VI of the Agreement for any issue arising out of the **Service Provider's** hiring or retention of any individual who is not authorized to work in the United States.

## **SECTION IX – TAXES**

- A. **Service Provider** has the following identification number for income tax purposes: 20-1391406.
- B. **Service Provider** is subject to and responsible for all applicable federal, state, and local taxes.
- C. The **City** represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to **Service Provider** upon written request. **Service Provider** hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 183 of the Codified Ordinances of City, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The **Service Provider** shall receive Internal Revenue Service form 1099 from the City for income tax reporting purposes.

## **SECTION X – ASSIGNMENT**

Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

## **SECTION XI – ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

## **SECTION XII - DISCRIMINATION**

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by **City** and/or **Service Provider** in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of **Service Provider**.

**SECTION XIII. GOVERNING LAW/VENUE.**

Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

**SECTION XIV. SEVERABILITY.**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**SECTION XV. PARAGRAPH HEADINGS.**

Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

IN WITNESS WHEREOF, the parties, each by a duly authorized representative, have entered into this Agreement and this Agreement is effective on the date signed by the City Manager as identified below.

Woolpert, Inc.

Ronald K. Mattox

By: Ronald K. Mattox

Its: Practice Leader

Date: 31-July-22

City of Hilliard, Ohio

Michelle L. Crandall

Michelle L. Crandall

City Manager

Date: 7/1/22

Approved as to Form

Philip K. Hartmann

Philip K. Hartmann, Law Director

### CERTIFICATE OF FUNDS

I, David D. Delande, Director of Finance of the City of Hilliard, Ohio, do hereby certify that the funds for this Agreement with Woolpert, Inc. in the amount of \$40,558, have been appropriated and are in the City Treasury or are in the process of collection, and that said funds are not and cannot be appropriated for any other purpose.

7/1/2022  
Date

David D. Delande  
David D. Delande  
Director of Finance

Authorizing Appropriation Legislation: ORD 20-27

Passed: 11/23/2020

Effective: 1/1/2021

Purchase Order No.: CT220172

Authorizing Contract Legislation: N/A

Adopted:

**Purchase Order No : CT220172**  
**Vendor : 32897 WOOLPERT**

<b>Vendor:</b>	32897	<b>Ship:</b>	001
<b>Name:</b>	WOOLPERT	<b>Name:</b>	HILLIARD CITY HALL
<b>Address:</b>	P.O. BOX 714874	<b>Address:</b>	CITY OF HILLIARD 3800 MUNICIPAL WAY
<b>City, State:</b>	CINCINNATI, OH	<b>City, State:</b>	HILLIARD, OH
<b>Zip:</b>	45271-4874	<b>Zip:</b>	43026
<b>Date:</b>	06/30/2022	<b>Confirm:</b>	
<b>Status:</b>	O	<b>Terms:</b>	N0
<b>Total Amt:</b>	40558.00	<b>Ship Via:</b>	
<b>Req By:</b>	HILLIARD\LSCHAMP	<b>FOB:</b>	
<b>Req #</b>	015667	<b>Amend #</b>	
<b>Due Date:</b>		<b>Amend Dt:</b>	
<b>Expire Dt:</b>		<b>Buyer:</b>	
		<b>Type:</b>	
		<b>Cont/Ord #</b>	

**Purpose:** CIP T-157 Center St Modifications

**Keywords:** Main/Center Drainage Permanent Street  
 Closure Ped Crossing ADA Prelim. Engr.

**Details**

Detail Row	Quantity	Unit	Description	Unit Amount	Total Amount
1	1.00	EA	Center St Mods - Preliminary Engineering	40,558.00	40,558.00
<b>Total</b>					<b>40,558.00</b>

**Encumber**

Date	Account	Account Description	Project	Project Description	Amount	Adjust	Balance	UnEnc
06/30/2022	202.627.55404	T-157 CENTER STREET MODIFICATIONS			40,558.00	0.00	40,558.00	4,442.00
<b>Total</b>					<b>40,558.00</b>	<b>0.00</b>	<b>40,558.00</b>	

**Balance**

**Purchase Order No : CT220172**  
**Vendor : 32897 WOOLPERT**

Account	Project	Amount	Paid	Balance	Status	Date
202.627.55404		40,558.00	0.00	40,558.00	E	06/30/2022
Total		40,558.00	0.00	40,558.00		

**Payments**

Account	Project	Gross	Discount	Date	Voucher	Bank	Check #	X	Name & Address
Total									
Net Total		0.00							



# Scope of Services – 6/23/2022

## *Center St. Modifications (CIP T-157)*

The purpose of this project is to provide services to the City of Hilliard to correct drainage issues at the intersection of Center Street and Main Street as well as provide concepts for the permanent closure of northwest leg of Center Street. The concepts will include not only a plan for closure but explore turning the bike lane from 1-way to 2-way, account for pedestrian crossings across Main St. and provide options for making the intersection a feature for the City. Below are the tasks included in this effort.

## Task 1 – Concept Planning

This task will include all necessary items for providing the City with concepts that can then be taken to design for construction in 2023.

### Task 1.1 – Survey

#### *Establishment of Site Control & Benchmarks*

Woolpert field crews will establish a site control utilizing existing published horizontal and vertical data if it is available. If there is no published monuments available in the area, a static observation will be conducted and postprocessed utilizing the National Geodetic Surveys On-line Positioning User Service (OPUS). The datum for the survey will be NAD83(2011), Ohio South Zone, grid coordinates. Vertical datum will be NAVD88.

#### *Topographic Survey*

Woolpert will perform a limited topographic survey focusing on:

- Location and material of sidewalks and curbs within survey limits.
- Location of vehicle curb cuts, and drive approaches within survey limits.
- Location of existing buildings, sheds, fences, barriers, signs, paved areas, and tree lines within survey limits.
- Location and water elevation of ponds, lakes, and streams within survey limits.
- Finish floor elevation of structures
- Topographical elevations will be taken on surface of property along all linear break lines (points defining a linear relationship, such as a ridge, ditch, road crown, and curb line). Additional spot elevations should be taken between break lines to adequately define the surface. Contours will then be generated from these field surveyed points and depicted on plan.
- Survey of brick/rail feature on Main St.

Location of sanitary manholes, cleanouts, storm sewer manholes, catch basins and drainage culverts within survey limits. The following information shall also be included for the sewer system:

- Elevation of sewer manhole and drain inlet rims.
- Elevation of sewer inverts at manholes and drain inlets (if accessible). For manholes and inlets with multiple inlet and outlet pipes, relate invert to pipe with direction of flow.
- Locations, sizes, and materials of all sewer pipes (if accessible).
- For storm or sanitary sewer pipes extending beyond the survey limits, the location of the first manhole or drain inlet with information of type, size of pipes, and invert elevations (if accessible) will be given.
- Top of headwall and invert elevations of culverts.

Location of electric manholes, vaults, light poles, telephone manholes, electric poles, and telephone poles within survey limits. The following information shall also be included:

- Rim elevations of manholes and vaults.

- Locations of underground electric and telephone lines based upon surface structures, markings by utility companies, and plans provided.
- Locations of water, gas, fire lines, hydrants, and post indicator valves within survey limits and will include size of line if available from previous plans.

Utilities will be shown based upon visible above ground features, record plans provided to the Surveyor and markings coordinated by a utility locate request. This information will be combined to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliability depicted. In addition, in some jurisdictions, 811 or similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

## Task 1.2 – Concept Planning

### *Drainage Analysis*

Woolpert will analyze the topography, site photos and site visit to identify low points in the project area. From there solutions can be identified to either convey the water to an existing inlet or to propose additional solutions if conveyance is not possible or practical. Drainage calculations are not a part of this effort, and it is assumed that the existing systems can handle the drainage within the project limits without the need for upsizing. The drainage solutions will also potentially be incorporated into the closure concepts if there is overlap or if they are able to be factored together. If it is discovered that a solution may need to be done separately from the closure concepts, then a separate exhibit and cost will be provided. Otherwise this task will be combined into the task below.

### *Concept Planning*

This task includes the preparation of exhibits showing several options of potential closures that also incorporate pedestrian crossings and the conversion of the bike lane. Several potential options that were already discussed were raised crosswalks, speed tables, RRFBs, etc. These items along with others will be analyzed and presented as the most effective options. The options can likely be combined or pieces used interchangeably depending on the outcome of the plans. Woolpert will provide the City with no more than three (3) concept plans along with rough cost as part of this effort. This allows the City the most flexibility for a concept selection that will suit their needs, address the issues above and be an aesthetic feature for the City. This effort will also include an over-the-shoulder review from the City in order to ensure that the concepts are meeting expectations before going through the full effort. This is not intended to be a formal review, but rather a quick touch base to make sure that expectations are being met and to elicit feedback. Plans are to be submitted electronically.

As part of this effort a landscape/planning allowance is being made to allow for the guidance of a planner or landscape architect. There is not a separate specific deliverable for this portion, but will cover a consultation fee. This effort is intended to be done by Woolpert staff.

### *Design Charrette (If Authorized)*

This task would include a meeting with the City along with no more than three (3) Woolpert employees to go over concepts and aid in selection. The purpose of this meeting would be to expedite the selection process. Rather than a formal review, the intent would be to gather together with the concepts, discuss the positives and negatives, and come to a consensus on a concept that could then be moved into design. Woolpert would provide printed copies of the plans for this meeting. If this task is not authorized, a traditional review and selection by the City would be used.

### *Concept Finalization (If Authorized)*

Once a concept has been chosen, if any adjustments to the exhibit or cost are required in order to move into design, those updates will be made and a finalized cost and exhibit will be delivered.

## Task 2 – Construction Documents (If Authorized)

Based on the concept selection for this project, construction documents will be prepared for construction in 2023. Based on the selection, this section may need to be revisited and adjusted accordingly.

### Task 2.1 – Construction Documents

#### *Plans*

Woolpert will prepare full construction documents for this effort. Plans will be done to City of Hilliard Standards with City of Columbus standards supplementing. The sheets assumed to be part of this effort include:

- Title Sheet
- General Notes
- Site Plan
- Grading Plan
- Landscaping Plan
- Maintenance of Traffic Plan

As part of this effort, Woolpert will also prepare an engineering estimate. It is assumed that the plans will be submitted for review one (1) time, given that the concept will have been vetted by the City already. This submittal will be considered a 75% submittal and will include an estimate. The City will review the set and provide comments. The next submittal will be considered final and will include comment disposition and advancement of the plans to final. Final deliverable will include signed and stamped plans and estimate, provided electronically.

Woolpert assumes that the survey collected as part of the concept plan will suffice for this effort. Any major changes or improvements to the project area will result in the need for additional survey which is not included in this effort.

#### *Bidding and Construction Assistance (If Authorized)*

This task includes assistance in the bidding and construction administration aspects of the project. For bidding assistance this would include answering bidder questions related to the plans, and compiling bid results to identify the apparent low bidder. Limited construction assistance is also included. This would entail RFIs and shop drawing review. It is assumed that there would be 5 RFI responses and 5 shop drawing reviews.

## Cost Summary

Task 1A .....	\$38,075.00
Task 1A (If Authorized – Charrette and Finalization) .....	\$2,483.00
Task 2.1 and If Authorized (If Authorized – All Tasks).....	\$43,375.00

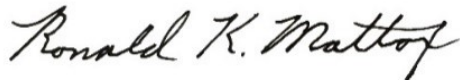
## Tentative Schedule

- NTP – NLT 7/1
- Survey – Week of 7/4
- Design – 7/13 – 8/29
- OTS Review – 8/5
- Design Charrette – Sept./October
- Final Concepts – 1-2 weeks following Charrette

Note this schedule provides flexibility for any step along the process that can be discussed once authorized.

Thank you for your consideration and Woolpert looks forward to providing you excellent service on this unique opportunity.

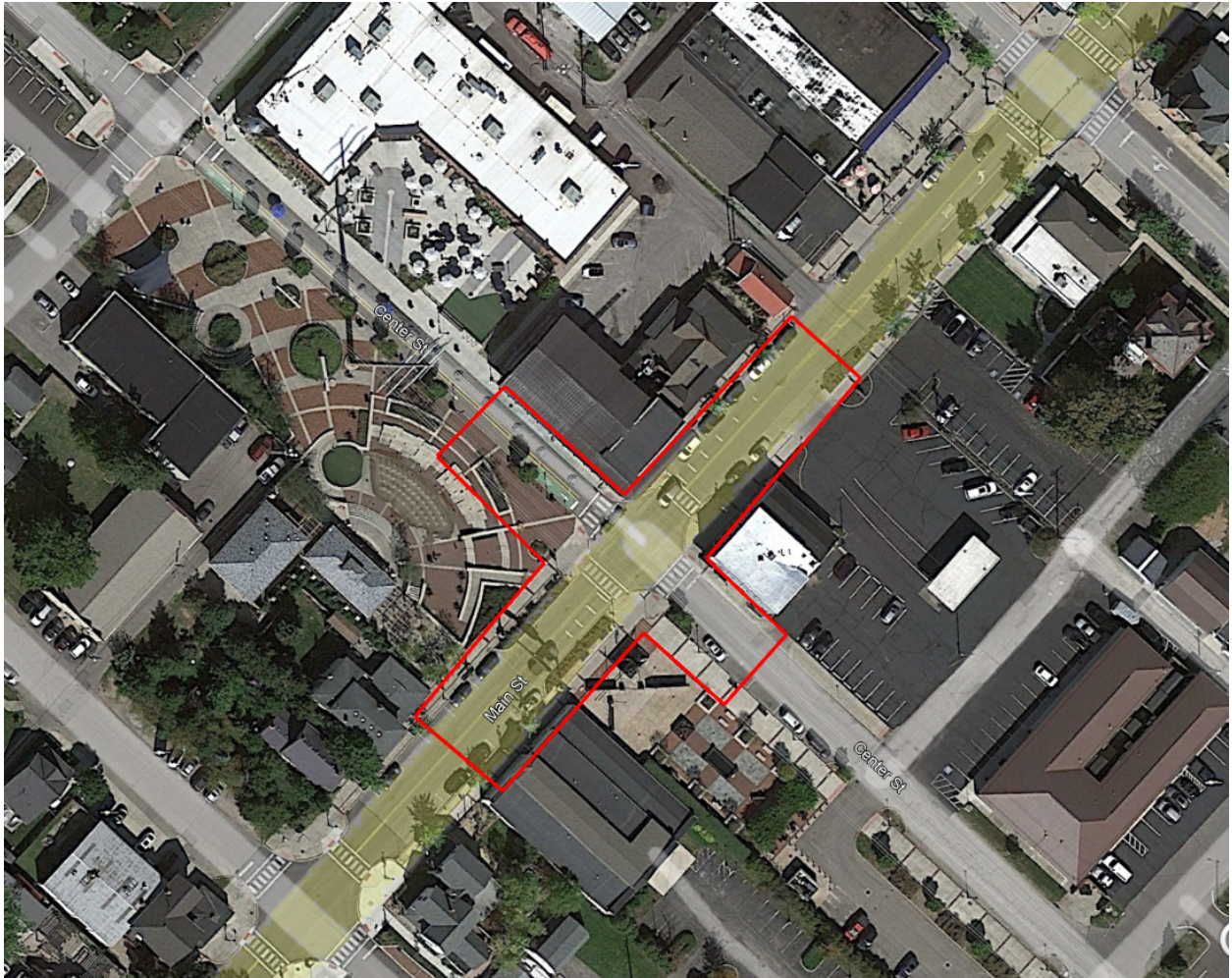
Sincerely,



Ron Mattox, PE  
Practice Leader – Roads & Bridges



## Attachment A: Survey Limits



# Scope of Services – 11/30/2022

## *Center St. Improvements and Main Street Resurfacing. RE: CIP T-157 Center Street Modifications – Modification #1*

The purpose of this project is to provide services to the City of Hilliard to correct drainage issues at the intersection of Center Street and Main Street as well as provide for the permanent closure of northwest leg of Center Street. This effort is a result of the findings from CIP T-157, Center Street Modifications Preliminary Engineering as originally executed on 7/1/2022, see Attachment A. The improvements covered under this proposal include the regrading and installation of drainage structures in the Center St/Main St. intersection, installation of islands to permanently close Center St. at Main St., the restriping of the intersection and Center St. bike lanes to expand from 1 lane to 2 lanes and crosswalk enhancements. The City also requested that a portion of Main Street to be resurfaced be included as part of this effort along with the removal of existing railroad rails, concrete bands and pavers. Below are the tasks included in this effort.

### Task 1 – Drainage Memo

This task will include drainage calculations for modifications to check the pavement spreads for the modified inlet locations and a check of the pipe capacity of the immediate receiving pipe. This is not intended to be a full drainage report, rather a memo-style brief write-up with supporting calculations and exhibit. . Given the small amount of disturbed area, it is not anticipated that an NOI permit or BMP will be required and therefore is not included.

### Task 2 – Construction Documents

Based on the concept selection by the City of Hilliard, Woolpert will prepare full construction documents for the improvement of the Center St/Main St intersection as well as the resurfacing of the Main St. corridor within the limits laid out in Attachment B. It should be noted that survey was collected as part of the CIP T-157 effort for the intersection and the resurfacing will not require survey, so no survey is anticipated for this portion of the project.

#### Task 2.1 – Construction Documents

##### *Plans and Estimate*

Woolpert will prepare full construction documents for this effort. Plans will be done to City of Hilliard Standards with City of Columbus standards supplementing. This effort will also include a 1 hour virtual kickoff meeting and 1 hour comment review meeting. These meetings are to be attended by the Project Manager and Designer. Given the limited scope of the project, the Storm Water Pollution Protection Plan (SWPPP) will be handled with notes or included on the sheets already accounted for in the set. A separate plan sheet is not scoped.

For the resurfacing, Woolpert will walk the site with the City of Hilliard to identify any areas that may require full depth replacement to be noted on the plans. The resurfacing is intended to just include limits and notes, no cross slope corrections are included. The improvements including estimated full depth areas will be shown on an aerial image of the site, survey of the full limits is not included. Pavement markings are assumed to be restored to match existing.



## Woolpert Scope of Services for Center St. Design – RE: CIP T-157 Modification #1

The sheets assumed to be part of this effort include:

- Title Sheet (1 Sheet)
- General Notes and Typical Section/Pavement Makeup (2 Sheet)
- General Summary (1 Sheet)
- Demo Plan and Survey (1 Sheet)
- Site Plan (1 Sheet)
- Grading Plan (1 Sheet)
- Center St Striping/Signing Plan (1 Sheet)
- Landscaping Plan/Details (1 Sheet)
- Maintenance of Traffic Plan (2 Sheets, 1 Notes and 1 Plan)
- Resurfacing Plan (4 sheets, 1 Overall and 3 Plan)
  - TOTAL ESTIMATED SHEETS – 15

As part of this effort, Woolpert will also prepare an engineering estimate. It is assumed that the plans will be submitted for review two (2) times, given that the concept will have been vetted by the City already. The first submittal will be considered a 75% submittal and will include an estimate. The City will review the set and provide comments. The next submittal will be considered final and will include comment disposition and advancement of the plans to final. The City will have a final opportunity to review and provide any clean up comments at this last review. Final deliverable will include signed and stamped plans and estimate, provided electronically. CAD files will also be provided.

## Task 2.2 – Construction (If Authorized)

### *Bidding and Construction Assistance (If Authorized)*

This task includes assistance in the bidding and construction administration aspects of the project. For bidding assistance this would include answering bidder questions related to the plans and preparing any addenda, if required. Limited construction assistance is also included. This would entail RFIs and shop drawing review. It is assumed that there would be 5 RFI responses and 5 shop drawing reviews.

## Cost Summary

Task 1 Drainage Memo.....	\$5,530.00
Task 2.1 Construction Documents.....	\$55,623.00
Task 2.2 Construction If Authorized.....	\$10,812.00
Total.....	<b>\$61,153.00</b>
Total with If Authorized.....	<b>\$71,965.00</b>

Woolpert Scope of Services for Center St. Design – RE: CIP T-157 Modification #1

## Schedule

Schedule to be determined City upon receipt of NTP. It is estimated that 75% design will take around 8 weeks from NTP, an allotment of 4 weeks for City review and 4 weeks to bring the plans to final. A 2 week final review for the City is anticipated with a 2 weeks to deliver bid documents.

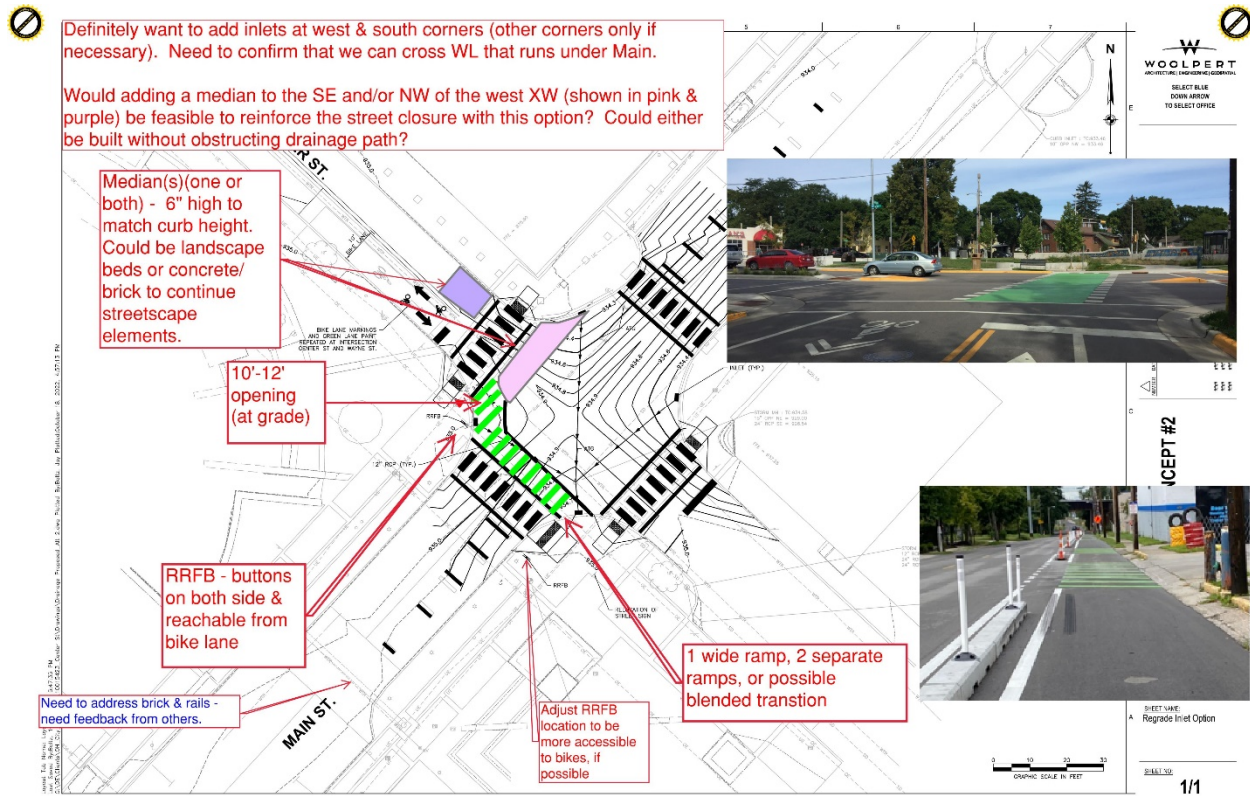
Thank you for your consideration and Woolpert looks forward to providing you excellent service on this unique opportunity.

Sincerely,

A handwritten signature in blue ink, reading "Ronald K. Mattox", is written over a horizontal line.

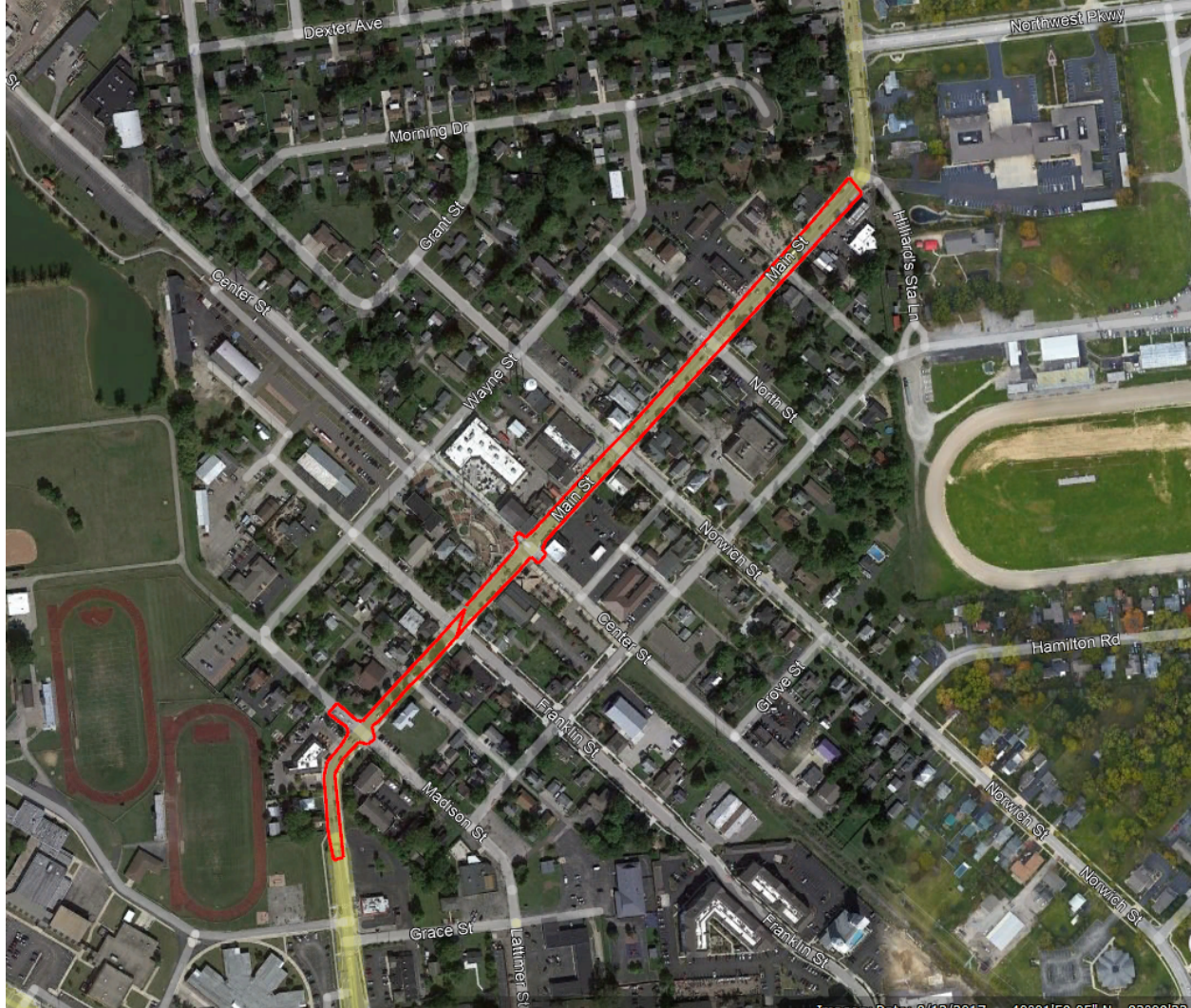
Ronald K. Mattox, PE  
Practice Leader – Roads & Bridges

## Attachment A: Preliminary Engineering Results



Note: The attachment includes comments made following the submittal. The City did not require the items be addressed and a new print issued. The questions posed in the print will be addressed during design.

## Attachment B: Resurfacing Limits





## Council Memo: Legislation (22-R-102)

**Subject:** Shade Tree Appointments  
**From:** Michelle Crandall, City Manager  
**Initiated by:** Diane Werbrich, Clerk of Council  
**Date:** December 12, 2022

### Executive Summary

This piece of legislation would appoint two members to the City's Shade Tree Commission (the "Commission"). One to a partial vacated after a resignation and one reappointment of a current member.

### Staff Recommendation

Staff recommends City Council adopt this resolution.

### Background

Section 921.02 of the City's Codified Ordinances established a Shade Tree Commission tasked with making recommendations to the City in connection with its tree planting program, including the care, selection, preservation, removal or disposition of trees and shrubs in the City's right-of-way and other public places.

Section 921.02(a) sets the members terms to 4 years. Dennis P. Karem's current term expires December 31, 2022, and he has expressed a desire to be re-appointed. Thomas Woods was originally appointed in 2020 for a term ending December 31, 2024 but resigned his position.

### Financial Impacts

N/A

### Expected Benefits

Re-appointing and appointing members to ensure that the Commission has a full membership.

### Attachments

N/A



Resolution: 22-R-102

Adopted:

Page 1 of

Effective:

**APPROVING THE RE-APPOINTMENT OF DENNIS P. KAREM AND THE APPOINTMENT OF \_\_\_\_\_ TO THE CITY'S SHADE TREE COMMISSION.**

**WHEREAS**, Section 921.02(a) of the Codified Ordinances of the City of Hilliard authorizes the appointment of members to the Shade Tree Commission; and

**WHEREAS**, due to the resignation of Thomas M. Wood, the City needs to appoint in order fill his unexpired term; and

**WHEREAS**, by the passage of Resolution 19-R-28, Dennis P. Karem was appointed to a term expiring December 31, 2022; and

**WHEREAS**, Mr. Karem has expressed a desire to be reappointed; and

**WHEREAS**, following a review of submitted resumes, City Council desires to appoint \_\_\_\_\_ to fill the unexpired term.

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

**SECTION 1.** Dennis P. Karem is hereby re-appointed to the Shade Tree Commission for a new term expiring December 31, 2026.

**SECTION 2.** \_\_\_\_\_ is hereby appointed to the Shade Tree Commission to fill a term expiring December 31, 2024.

**SECTION 3.** This Resolution is effective upon its adoption.

ATTEST:

SIGNED:

\_\_\_\_\_  
Diane C. Werbrich, MMC  
Clerk of Council

\_\_\_\_\_  
President of Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Philip K. Hartmann  
Director of Law



## ✓ Vote Record - Resolution 22-R-102

		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Andy Teater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Omar Tarazi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Les Carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Tina Cottone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Held Over	Peggy Hale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Pete Marsh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Positive Recommendation	Cynthia Vermillion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No Recommendation					
<input type="checkbox"/> Referred Back To Committee					

**CERTIFICATE OF THE CLERK**

I, Diane C. Werbrich, Clerk of Council for the City of Hilliard, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. **22-R-102** passed by the Hilliard City Council on the 12th day of December 2022.

IN TESTIMONY WHEREOF, witness my hand and official seal this 12th day of December 2022.

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Diane C. Werbrich, MMC

## 2023 Council Meeting Dates

**2023 COUNCIL MEETING DATES**

January 9  
January 23  
February 13  
February 27  
March 13  
March 27  
April 10  
April 24  
May 8  
May 22  
June 12  
June 26  
July 10  
August 28  
September 11  
September 25  
October 9  
October 23  
November 13  
November 27  
December 11