



COUNCIL AGENDA

September 11, 2023 at 6:30 PM

Council Chambers

Mayor: Jody Carney **Administrator:** Haley Lupton
Police Chief: Dale McKee **Director of Finance:** Renee' Sonnett
Director of Law: Paul-Michael La Fayette
Council Members: President J. Sintz, M. Terry, J. Eudaily, K. Ferguson, F. Reed, J. Rucker

Call to Order: Pledge of Allegiance

Approvals: Agenda: Council Meeting – September 11, 2023
Minutes: Council Work Session – September 6, 2023

Proclamation: 9/11 Remembrance and First Responders

Visitors: None.

Reports:

- Mayor
- Finance Director
- Police Chief
- Village Administrator
- Council President
- Law Director
- Communications and Marketing Advisory Committee
- Board of Zoning Appeals
- Planning & Zoning Commission
- Parks & Recreation Committee
- Tree Commission
- Personnel & Finance, CIP Committee
- Fire Board
- Design Review Board
- Economic Development Committee

Public Hearing: PZ-23-4: 225 Guy Avenue (Parcel #04-00230.000); Rezoning of 3.82 +/- Acres from Restricted Industrial District ("I1") to Community Business District ("B2"); Applicant: Steven Bell

Public Hearing: PZ-23-5: 265 Jefferson Street (Parcel #04-00503.001); Rezoning of 6.94 +/- Acres from Restricted Industrial District ("I1") to Community Business District ("B2"); Applicant: Steven Bell

Motion: None.

Discussion Items: None.

Executive Session: Pursuant to Ohio Revised Code Section 121.22(G)(8): To consider confidential information related to negotiations with other political subdivisions.

Unfinished Business:

2nd Reading Ordinance 19-2023: Approving a 2023 Supplemental Budget Update

2nd Reading Ordinance 20-2023: Authorizing the Village Administrator to Award the Contract for the E. Bigelow Avenue Parking Lot Project to Byrne & Jones Construction and Declaring an Emergency

2nd Reading Ordinance 22-2023: Authorizing the Approval and Execution of the Transfer Agreement Between the Village of Plain City and the Mid-Ohio Water and Sewer District

2nd Reading Ordinance 23-2023: Establishing a Moratorium on the Processing and Issuance of Any Certificates of Appropriateness for the Uptown Plain City Historic District With Limited Exceptions

2nd Reading Resolution 28-2023: Authorizing and Implementing the Pastime Park Campground Rules Policy

New Business:

1st Reading Ordinance 24-2023: Rezoning of 3.82 +/- Acres at 225 Guy Avenue, Parcel #04-00230.000, from Restricted Industrial District ("I1") to Community Business District ("B2")

1st Reading Ordinance 25-2023: Rezoning of 6.94 +/- Acres at 265 Jefferson Street, Parcel #04-00503.001, from Restricted Industrial District ("I1") to Community Business District ("B2")

Adjourn



COUNCIL WORK SESSION/SPECIAL MEETING AGENDA
September 6, 2023 at 6:30 PM
Council Chambers

Mayor: Jody Carney **Administrator:** Haley Lupton
Police Chief: Dale McKee **Director of Finance:** Renee' Sonnett
Director of Law: Paul-Michael La Fayette
Council Members: President J. Sintz, M. Terry, J. Eudaily, K. Ferguson, F. Reed, J. Rucker

Call to Order:

Mr. Sintz called the meeting to order at 6:30pm, followed by the Pledge of Allegiance.

Present: J. Carney, J. Sintz, M. Terry, K. Ferguson, F. Reed, and J. Rucker.

Absent: J. Eudaily.

Approvals:

Agenda: Council Work Session – September 6, 2023

Mr. Sintz, hearing no objections from Council, approved the September 6, 2023 agenda.

Minutes: Council Meeting – August 28, 2023

Mr. Reed motioned to approve the August 28, 2023 minutes, seconded by Ms. Ferguson. All in favor.

Discussion Items:

Rules of Council Update:

Ms. Lupton informed Council on the process in which the Rules of Council document came to its current form and that, per Council's discretion, the document may be approved prior to the end of the year and upcoming election. Ms. Lupton welcomed and encouraged Council's comments and feedback in regards to the document.

Mr. Reed noted that the Rules of Council would be adopted via motion and, once adopted and in effect, may also be suspended via motion.

Mr. Sintz prefers that the requirement for visitors to complete a “request to speak” form twenty-four hours in advance of a Council meeting in order to speak at said meeting be removed. Mr. Terry agreed.

Mr. Reed advocated for creating and approving the rules for the various committees, boards, and commissions prior to adopting the Rules of Council. He recommended that the approved committee rules then be used as a foundation for the Rules of Council. The committee rules should be simple and not overly cumbersome or expansive.

Mr. Reed expressed his concerns about the current Rules of Council document in that there are several items that should not be included and that the Rules of Council should primarily focus on how business is conducted during a Council meeting.

Mr. Reed suggested that Council reestablish the Rules Committee, which would be composed of Councilmembers only, and that such committee would review the Rules of Council, section by section, to ensure a viable and applicable document is created. Reviewing the document in this way would also prevent any unnecessary language from being included. Mr. Reed stated that the Rules Committee may be comprised of only two or three Councilmembers in order to streamline the process and maintain progress. Additionally, status reports may be given during the report section of a regular Council meeting.

At the request of Council, Mr. Dreier provided additional details about the research he completed during the formation of the current Rules of Council document. The document was formed by compiling other municipalities’ Rules of Council into one comprehensive document and that several of those sources were recommended by other members of the Clerk of Council profession.

Mr. Sintz and Mr. Terry said that they are not opposed to reestablishing the Rules Committee but also do not want to create more steps in the process and decrease efficiency. Mr. Terry prefers to include other people on the Rules Committee, such as the Clerk of Council, and to have the project completed as quickly as reasonably possible. Mr. Reed is not in favor of the Clerk of Council being a member of the Rules Committee since the Rules of Council document pertains to Councilmembers only and Councilmembers ultimately are the ones who are obligated to its contents and provisions. Mr. Reed agreed that the research the Clerk of Council has completed on the topic is valuable and would be useful during the Committee’s deliberations.

Council stated that, if the Rules Committee is to be reestablished, it would serve in an advisory role only.

Ms. Ferguson believes that it may be beneficial to have a few Councilmembers meet with the Clerk of Council to discuss the Rules of Council without reestablishing the Rules Committee. Mr. Reed, Mr. Sintz, and Mr. Terry expressed interest in fulfilling that role and working with Mr. Dreier on the Rules of Council document and determining next steps.

ARPA Funds (ARPA Application for Funding):

Ms. Lupton provided details on the current amount of ARPA funding that is required to be appropriated prior to the end of 2023. The program has experienced several rule changes at the federal level and, as such, staff believes it is in the best interests of the Village to implement an application process to determine the entity, or entities, that will receive the remaining ARPA funds. Staff has drafted an application based on research of other municipalities and have provided said document to Council for their review tonight.

Council expressed their agreement with implementing an application process and said that the application itself is excellent. It was also noted that, if the Village does not receive applications, there are still several areas where the money could be appropriated prior to the end of 2023. Each area would be in compliance with the rules and regulation set forth by the federal government.

Council determined that the remaining ARPA funds should remain unappropriated until the end of the application window and subsequent Council review.

Council directed Ms. Lupton to take the appropriate next steps to open the application process. Ms. Lupton thanked Council for their input and feedback.

Council 2023 – 2024 Goals and Objectives Review:

Mr. Sintz provided an update to Council on the yearly goals and objectives and that he believes several goals have been accomplished in the last few months since the most recent goal review session in June. Additionally, he encouraged Councilmembers to begin contemplating goals to be included for the 2024 list.

Ms. Lupton agreed and noted that several Councilmembers have met with staff to discuss next year's goals. She encouraged Council to consider adding the goals and objectives topic to the agenda for the next several meetings to formally determine the goals and objectives for 2024.

Mr. Reed recommended that Council revise the current goals and objectives since it would be difficult to accomplish all of the listed goals before the end of 2023. Additionally, Mr. Reed expressed his disappointment in the lack of progress and details in regards to the Heritage Trail expansion project.

Mr. Terry noted that many of these goals are ongoing due to the inherent nature of the goal and may be completed in 2024 if need be. He believes there is positive progress on many of the goals and objectives. Mr. Sintz agreed.

Mr. Rucker invited the Parks and Recreation Director, Ms. Granger, to speak on the topic of the Heritage Trail expansion project. Ms. Granger thanked Council for the opportunity to speak and said that there are details that may not be disclosed publicly due to privacy concerns but that action steps are being taken in regards to the project and updates will be given to Council when permissible.

Council discussed at length and determined that the goals and objectives should be considered a “living document” in that each goal may require revision throughout the year, which is appropriate to the type of document it is. Certain goals may be measured either as progression-based or completion-based, depending on the type of goal.

Mr. Terry advocated for adding the Policy Manual as an item on the 2024 goals and objectives list; all Councilmembers agreed.

Moratorium Update:

An update was provided to Council in regards to the proposed moratorium and what has changed since the previously proposed legislation. Specifically, the fast-track section of Chapter 1327 would be included as an exception to the moratorium, as well as permanent signage, which would still be reviewed by the Design Review Board for the duration of the moratorium.

Mr. Reed believes that the amendment to the ordinance constitutes a substantial change to the prior ordinance read at the last Council meeting and therefore the ordinance should be amended accordingly.

Mr. Hutchinson, the Village Planner, provided additional details on the proposed change to the moratorium ordinance. Mr. Reed expressed his concern that including signage as an exception will lead to more appeals during the moratorium. Mr. Rucker disagreed and noted that sign applications are not a topic that has been appealed before and that not including any exceptions in the moratorium would be overly detrimental to Uptown businesses.

Mr. Terry said that, in his discussions with Uptown business owners, all agree that the Design Review Board review process is broken and needs amended. None are in favor of the moratorium but understand the need for it. The feedback on how to correct the Design Review Board review process varied greatly from one respondent to the next. Furthermore, Mr. Terry acknowledged that the moratorium is not ideal but is in favor of it in order to provide staff the time and resources to propose updates to Chapter 1327, which is the overarching goal.

Mr. Rucker expressed his concern in that it will take longer than six months, which is the expected duration of the moratorium, to propose comprehensive amendments to Chapter 1327. Additionally, he views the primary issue as the number of appeals that Council reviews and noted that the moratorium does not address that problem.

Mr. Terry reminded Council that the cost of the moratorium versus the continued inconsistencies of decisions by the Design Review Board must be weighed and compared. Mayor Carney agreed and said that the overall process certainly needs amended. Mr. Terry added that it may be beneficial to have two different code versions proposed, one that is more stringent and regulatory, and a different version that permits more decision-making by the administrative staff.

Mr. Reed proposed that the Law Director be the first to review all Certificate of Appropriateness applications to determine if it meets the code requirements. This would prevent the Design Review Board from reviewing applications that do not conform to the

code. Mr. Reed believes that the Design Review Board is making discretionary decisions instead of reviewing applications according to the code requirements.

Mr. Hutchinson noted, at the inquiry of Mr. Terry, that none of the Certificate of Appropriateness applications he has received are “cut and dry” to the point of enabling the Law Director to effectively review each application. Mr. Reed expressed his disagreement with Mr. Hutchinson’s statement.

Mr. Reed advocated for including an application denial process in the proposed updates to Chapter 1327.

Council discussed the appropriate way to address the change in Ordinance 21-2023 that is on tonight’s agenda for a first reading. Ms. Hetzel, on behalf of Law Director Mr. Lafayette, stated that Council need only have the ordinance renumbered accordingly and a first reading could occur tonight. As such, Ordinance 21-2023 was corrected to Ordinance 23-2023.

Mr. Reed advocated that provisions be included in the Rules of Council to mandate first readings be approved by motion of Council. Ms. Hetzel and Mayor Carney noted that the roll call vote to approve the agenda at the beginning of each meeting serves the same purpose.

Unfinished Business: None.

New Business:

1st Reading Ordinance ~~21-2023~~ 23-2023: Establishing a Moratorium on the Processing and Issuance of Any Certificates of Appropriateness for the Uptown Plain City Historic District With Limited Exceptions

Adjourn:

Mr. Reed motioned to adjourn, seconded by Mr. Terry. Meeting adjourned at 7:44pm.



MEMORANDUM

To: Members of the Village of Plain City Council
From: Haley Lupton, Village Administrator
Date: August 21, 2023
RE: Ordinance 19-2023: Approving a 2023 Supplemental Budget Update

Background:

The Village of Plain City staff has determined the need to update the 2023 operating budget. The most recently approved supplemental budget was passed on July 10, 2023 in the form of Ordinance 15-2023. The primary changes to be reflected in the proposed supplemental budget update are:

- Increase General Fund Appropriations and Revenue to account for the increase in Inspection fees.
- Increase in Land Acquisition for the purchase of park land.
- Increase Income Tax Refunds in both General and .5% Capital funds.
- Update Municipal Facilities to match the Wastewater Treatment Plant Expansion Project contract and to return the original Sewer Plant Note issue from 2022.
- Update the Debt Retirement Appropriation to reflect the upcoming Note Payment and Reissue.
- Increase debt payment appropriation and the transfer from the Sewer Operating fund.

Objective:

To approve a supplemental budget update to the Village of Plain City 2023 operating budget.

Recommendation:

Staff recommends Council approve Ordinance 19-2023 at the second reading on September 11, 2023.

AN ORDINANCE APPROVING A SUPPLEMENTAL APPROPRIATION OF FUNDS AND AMENDMENTS TO THE VILLAGE OF PLAIN CITY 2023 BUDGET

Second reading: _____, 2023. Vote: yea nay abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023

Clerk of Council

**2023 Budget
Summary Fund Analysis**

<u>Account Number</u>	<u>Fund Name</u>	<u>Estimated Balance</u> 1/1/2023	<u>2023 Budgeted Income</u>	<u>2023 Budgeted Expenses</u>	<u>Estimated Ending Balance</u> 12/31/2023	
1000.000.1000	General	\$ 2,122,686.20	\$ 4,027,680.00	\$ 4,246,056.00	\$ 1,904,310.20	Increase Rev& Exp for Inspection fees. Increase Land Purchase Appropriation , income tax refunds
2011.000.1000	Street Construction and Repair	\$ 268,957.31	\$ 215,000.00	\$ 460,620.00	\$ 23,337.31	
2012.000.1000	Right-of-Way Fund	\$ 55,323.12	\$ 10,000.00	\$ -	\$ 65,323.12	
2021.000.1000	State Highway	\$ 33,704.11	\$ 18,000.00	\$ 10,000.00	\$ 41,704.11	
2041.000.1000	Municipal Park and Playground	\$ 204.41	\$ -	\$ -	\$ 204.41	
2042.000.1000	Parks Operating	\$ 294,265.60	\$ 318,000.00	\$ 280,190.00	\$ 332,075.60	
2043.000.1000	Recreation Operating	\$ 81,898.20	\$ 141,000.00	\$ 172,567.00	\$ 50,331.20	
2044.000.1000	Park Fee	\$ 4,210.00	\$ 50,000.00	\$ -	\$ 54,210.00	
2061.000.1000	Continuing Professional Training	\$ 7,069.44	\$ -	\$ -	\$ 7,069.44	
	OPWC Project CT37V/CT38V	\$ -	\$ -	\$ -	\$ -	
2064.000.1000	OPWC Project - Gay Street	\$ 75,823.86	\$ -	\$ 75,823.86	\$ -	
2081.000.1000	Drug Law Enforcement	\$ 11,197.83	\$ -	\$ -	\$ 11,197.83	
2082.000.1000	Opioid Settlement	\$ 885.86	\$ -	\$ -	\$ 885.86	
2101.000.1000	Permissive Motor Vehicle License Tax	\$ 32,818.20	\$ 35,000.00	\$ 15,000.00	\$ 52,818.20	
2131.000.1000	Police	\$ 303,473.71	\$ 1,376,000.00	\$ 1,678,003.46	\$ 1,470.25	
2901.000.1000	Clock	\$ 4,785.50	\$ -	\$ -	\$ 4,785.50	
3101.000.1000	Pool Bond Retirement	\$ 82,407.58	\$ 130,300.00	\$ 130,300.00	\$ 82,407.58	
3102.000.1000	Municipal Bond Retirement Fund	\$ -	\$ 317,925.00	\$ 317,925.00	\$ -	
3405.000.1000	Municipal Note Retirement Fund	\$ 4,893.68	\$ 1,500,000.00	\$ 1,500,000.00	\$ 4,893.68	Note Principal Payoff, renew note for \$1,000,000 0
3901.000.1000	OPWC Debt Retirement Fund - Maple & GayStreet	\$ 24,049.55	\$ 15,725.00	\$ 39,775.00	\$ (0.45)	
3401.000.1000	Municipal Debt Retirement Fund	\$ 8,712.61	\$ -	\$ 8,712.61	\$ -	
3902.000.1000	OEPA NE Quadrant Debt Retirement Fund	\$ -	\$ 59,000.00	\$ 59,000.00	\$ -	Original Appropriation was short \$7500
2903.000.1000	Community Reinvestment Area	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	
4903.000.1000	Capital Improvement/0.5% Income Tax	\$ 1,400,101.38	\$ 1,252,350.00	\$ 1,886,000.00	\$ 766,451.38	Increase Income Tax refund
4904.000.1000	Municipal Facilities-Sewer Plant Exp	\$ 10,190,942.05	\$ 11,894,354.00	\$ 21,992,989.70	\$ 92,306.35	Reflect pay back of original Note and borrow OWDA for expansion
4905.000.1000	Street Capital	\$ 356,020.19	\$ 1,677,133.50	\$ 1,914,930.50	\$ 118,223.19	
4906.000.1000	Parks Capital	\$ 233,008.55	\$ 632,446.00	\$ 847,000.00	\$ 18,454.55	
4907.000.1000	Vehicle and Equipment	\$ 177,366.94	\$ 181,000.00	\$ 329,500.00	\$ 28,866.94	
4908.000.1000	Infrastructure Agreement - Darby Fields	\$ 517,914.10	\$ -	\$ -	\$ 517,914.10	
4951.000.1000	Park Trust	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	
5101.000.1000	Water Operating	\$ 697,831.04	\$ 766,000.00	\$ 925,900.00	\$ 537,931.04	
5102.000.1000	Water Capital	\$ 1,726,655.29	\$ 1,222,680.00	\$ 610,180.00	\$ 2,339,155.29	
5201.000.1000	Sewer Operating	\$ 688,199.39	\$ 850,000.00	\$ 1,108,217.83	\$ 429,981.56	Transfer to OEPA Debt
5202.000.1000	Sewer Capital	\$ 2,274,377.48	\$ 3,127,381.50	\$ 1,917,256.50	\$ 3,484,502.48	
5501.000.1000	Swimming Pool	\$ 97,780.45	\$ 238,000.00	\$ 300,540.00	\$ 35,240.45	
	Water Debt Retirement	\$ -	\$ -	\$ -	\$ -	
	Sewer Debt Retirement	\$ -	\$ -	\$ -	\$ -	
5741.000.1000	Enterprise Debt Service Reserve	\$ 70,435.70	\$ 115,000.00	\$ 147,465.00	\$ 37,970.70	
5781.000.1000	Enterprise Deposit	\$ 738.76	\$ -	\$ -	\$ 738.76	
4910.000.1000	Roadway-Impact Fee	\$ -	\$ 100,950.00	\$ -	\$ 100,950.00	
4911.000.1000	Sanitary Sewer-Impact Fee	\$ 34,056.60	\$ -	\$ -	\$ 34,056.60	
4912.000.1000	Public Safety-Impact Fee	\$ 6,789.00	\$ -	\$ -	\$ 6,789.00	
9000.000.10000	Payroll Clearing Account	\$ (14,311.11)	\$ -	\$ -	\$ (14,311.11)	
2051.000.1000	American Rescue Plan Act Fund	\$ 126,203.00	\$ -	\$ 30,000.00	\$ 96,203.00	
Total		\$ 22,007,975.58	\$ 30,270,925.00	\$ 41,003,952.46	\$ 11,274,948.12	



MEMORANDUM

To: Members of the Village of Plain City Council

From: Haley Lupton, Village Administrator

Date: September 7, 2023

RE: Ordinance 20-2023: Authorizing the Village Administrator to Award the Contract for the E. Bigelow Avenue Parking Lot Project to Byrne & Jones Construction

Background:

The Village of Plain City has duly advertised the E. Bigelow Avenue Parking Lot Project which seeks to install a parking lot in the area next to the water tower on E. Bigelow Avenue (Madison County parcel #04-00725.000). The Village of Plain City received four bids in response to the project advertisement. Upon the Village Engineer's review and recommendation, the bid from Byrne & Jones Construction in the amount of \$563,316.69 was deemed to be the best and most reasonable bid. If approved, Ordinance 20-2023 permits the Village Administrator to enter into and execute an agreement with Byrne & Jones Construction to complete the E. Bigelow Avenue Parking Lot Project.

Objective:

To authorize and direct the Village Administrator to enter into and execute an agreement with Byrne & Jones Construction to complete the E. Bigelow Avenue Parking Lot Project.

Recommendation:

Staff recommends Council approve Ordinance 20-2023 at the second reading on September 11, 2023 and that Council approves such legislation with a declaration of emergency.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO AWARD THE CONTRACT FOR THE E. BIGELOW AVENUE PARKING LOT PROJECT TO BYRNE & JONES CONSTRUCTION AND DECLARING AN EMERGENCY

WHEREAS, the Village of Plain City Council has adopted the 2023 Village of Plain City operating budget and capital improvement plan; and

WHEREAS, the E. Bigelow Avenue Parking Lot Project is included in the 2023 budget; and

WHEREAS, in accordance with R.C. 735.05, the Village advertised the project for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the Village; and

WHEREAS, having reviewed each bid, the Village's engineer has identified the bid from Byrne & Jones Construction as the best, lowest, and responsible bid and recommends it be accepted; and

WHEREAS, the Village Administrator concurs with the Village engineer's assessment and now seeks authority of the Village Council to award the bid to Byrne & Jones Construction in an amount not to exceed \$563,316.69; and

WHEREAS, the Village Administrator requests authority, consistent with industry standards, of the Village Council to approve, without the necessity of further Council action, change orders on the project not to exceed 10% of the bid.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village Administrator is hereby authorized and directed to accept the bid of and execute an agreement with Byrne & Jones Construction for the E. Bigelow Avenue Parking Lot Project in an amount not to exceed \$563,316.69.

Section 2. The Village Administrator is hereby authorized to approve requested change orders on this project not to exceed 10% of the total bid without the need of further approval of Council.

Section 3. The Village Director of Finance is authorized and directed to take all action necessary to appropriate and disburse funds in accordance with the contract.

Section 4. It is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio

Revised Code.

Section 5. This Ordinance shall be effective from and after the earliest period provided by law.

Passed: _____, 2023.

Attest: _____
Clerk of Council Mayor

First reading: _____, 2023. Vote: ____yea ____nay ____abstain

Second reading: _____, 2023. Vote: ____yea ____nay ____abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023
Clerk of Council



MEMORANDUM

To: Members of the Village of Plain City Council
From: Haley Lupton, Village Administrator
Paul Lafayette, Village Solicitor
Date: September 8, 2023
RE: Ordinance 22-2023: Authorizing the Approval and Execution of the Transfer Agreement Between the Village of Plain City and the Mid-Ohio Water and Sewer District

Background:

The regionalization of the Village of Plain City's water and sanitary sewer systems, in accompaniment with the creation of the Mid-Ohio Water and Sewer District, has necessitated that a document be created that details the various equipment, systems, and processes to be transferred from the Village to the District. As such, the transfer agreement, as attached, is required to be reviewed and approved by Council prior to the execution of said agreement by the Village Administrator.

Furthermore, the execution of the transfer agreement ensures the continued operation of the water and sanitary sewer systems within the Village and marks additional progress in the regionalization of the Village's water and sewer systems.

** Please note that the debt obligations, fund balances and list of easements will be finalized prior to the second reading.

There are some minor changes from the version reviewed by Council previously:

- **In Section 1.7, the language has been changed so that the District shall not assign the Village's exclusive franchise or "consent to" any other entity without prior written consent of the Village. Additionally, the Village can request that the District negotiate with other utility providers if a quicker timeline is needed to support development.**
- **Impact fees will continue to be collected by the Village at the direction of the District.**

- In Section 2.4, cash payments to the District being paid at the Village will be a trial run for 12 months, rather than 24 months, then the District has an option to extend.
- In Section 8, the District revised this language. Essentially, the District wants to work with the Village on development incentives and realizes that the Village has a lot more development tools available to offer than the District does. However, each development will be specific and special, so the parties are simply agreeing to negotiate and agree in the future as to the specifics on each development.
- Section 11.12 has been removed. Staff cannot envision a scenario where either party would want to assign the Transfer Agreement to another entity so rather than putting the reciprocal burden on the district, the section has been removed altogether.
- The bulk water rate has been removed. The District will not be giving bulk water rates to anyone, including the prison, BCI, OPOTA, etc.
- The right of first refusal is going to apply to personal property (vehicles, equipment) that are not permanently attached to any land. This was removed because having the right of first refusal language for facilities (plant, tower, lines) and real property would not pass muster with obtaining funding such as USDA loans.

Objective:

To approve the transfer agreement between the Village of Plain City and the Mid-Ohio Water and Sewer District and authorize the Village Administrator to execute said agreement.

Recommendation:

Staff recommends Council approve Ordinance 22-2023 at the second reading on September 11, 2023.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF THE
TRANSFER AGREEMENT BETWEEN THE VILLAGE OF PLAIN CITY AND THE
MID-OHIO WATER AND SEWER DISTRICT**

WHEREAS, the Village of Plain City Council has endeavored to regionalize the water and sanitary sewer systems of the Village of Plain City; and

WHEREAS, pursuant to the provisions in the Ohio Revised Code Chapter 6119, the Mid-Ohio Water and Sewer District, a regional water and sanitary sewer district, was created; and

WHEREAS, upon the creation of the Mid-Ohio Water and Sewer District, it has been deemed necessary that a Transfer Agreement describing the assignment of equipment and systems be produced; and

WHEREAS, such Transfer Agreement has been drafted and is required to be executed to ensure the continuation of the successful operation of the water and sanitary sewer systems in the Village of Plain City; and

WHEREAS, Council has deemed it necessary and appropriate to authorize the approval and execution of the Transfer Agreement, as attached hereto, between the Village of Plain City and the Mid-Ohio Water and Sewer District, in order to continue to provide quality drinking water and sanitary sewer services to existing and future customers.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village of Plain City Council hereby approves the Transfer Agreement, as attached hereto in the form of Exhibit A, and authorizes and directs the Village Administrator to enter into and execute said Transfer Agreement with the Mid-Ohio Water and Sewer District.

Section 2. It is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be effective from and after the earliest period provided by law.

Passed: _____, 2023.

Attest: _____
Clerk of Council Mayor

First reading: _____, 2023. Vote: ____yea ____nay ____abstain

Second reading: _____, 2023. Vote: ____yea ____nay ____abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023
Clerk of Council

**MID-OHIO WATER AND SEWER DISTRICT
AND
VILLAGE OF PLAIN CITY, OHIO
WATER AND SEWER SYSTEMS TRANSFER AGREEMENT**

This Transfer Agreement (hereafter “Agreement”) by and between the Mid-Ohio Water and Sewer District, a regional water and sewer district created pursuant to Ohio Revised Code (“R.C.”) Chapter 6119, hereinafter referred to as "MOWSD," acting by and through its Board pursuant to a duly adopted and approved resolution, and the Village of Plain City, Ohio hereinafter referred to as “Plain City,” a political subdivision of the State of Ohio, acting by and through its President and Village Administrator, pursuant to Village Ordinance _____. (the “Parties”). The “Effective Date” shall be the date this Agreement is executed by the last Party to approve the same.

WITNESSETH THAT:

WHEREAS, Plain City owns water and sanitary sewer systems located in Union County or Madison County, Ohio, all such facilities, are further described in **Exhibit “A”** attached hereto and made a part hereof (hereafter, collectively referred to as the “Systems”), and,

WHEREAS, Plain City desires to transfer to MOWSD, and MOWSD desires to receive, ownership of the Systems, in order to continue to provide quality drinking water and sanitary sewer services to current and future customers; and,

WHEREAS, Plain City has determined that it no longer needs or desires to own said Systems, and that it will be a future cost saving to the customers of Plain City if such facilities are so transferred; and,

WHEREAS, MOWSD has the capacity to own and operate the Systems in a cost effective and professional manner; and,

WHEREAS, Plain City and MOWSD have authority to enter into this Agreement pursuant to R.C. 6119.06 and 6119.09.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, for which there is full and adequate consideration, Plain City and MOWSD agree and bind themselves, their agents, employees, successors, and assigns as follows:

SECTION 1

TRANSFER OF PLAIN CITY SYSTEMS TO MOWSD

- 1.1. MOWSD and Plain City hereby agree to the transfer of the Systems as described herein. Plain City hereby transfers, conveys, assigns, and delivers, the Systems, together with, all ownership, rights of use, and all right, title and interest in the Systems, as well as the administration, operation, maintenance, improvement, replacement, and repair obligations of Plain City in the Systems, to MOWSD as set forth herein and on all Exhibits attached hereto.
- 1.2. The transfer shall be free and clear of all liabilities, obligations, liens and encumbrances, unless otherwise specified in **Exhibit "G"** to this Agreement. If, after closing, any liability, obligation, lien or encumbrance not set forth on Exhibit G is identified relating to the Systems prior to the transfer of the Systems to MOWSD, Plain City shall take all actions necessary to resolve any such claim in a reasonable and expeditious manner.

- 1.3. The transfer of ownership from Plain City to MOWSD of the Systems shall occur on [REDACTED], 2023 (“Transfer Date”). MOWSD shall assume complete responsibility for operation, maintenance, improvement, replacement, and repair of the Systems as of the Transfer Date of this Agreement, provided, however, that Plain City shall continue to defend, at its own expense, any legal actions or appeals of the permit to install (hereafter “PTI”) related to the wastewater treatment plant expansion until the permit for such facility is transferred to the MOWSD.
- 1.4. The Systems shall be transferred "as is", and Plain City makes no representations or warranties as to the condition of the Systems.
- 1.5. In the event that MOWSD determines that there has not been transferred or conveyed any line, appurtenance, facility or property owned by Plain City which MOWSD requires to operate, maintain, improve, repair or replace the Systems, Plain City shall promptly, upon request of MOWSD, take such action as may be necessary to transfer, convey or provide the same to the MOWSD for no further consideration.
- 1.6. It is the intention of the parties that MOWSD shall succeed to all rights of access or entry which Plain City possesses or may possess to operate, maintain, improve, repair, or replace the Systems being transferred which lay within the right-of-way of any State, County, City or Township owned roadway, and Plain City hereby designates MOWSD as its successor and agent to accomplish any such entry or access which may be necessary.

- 1.7. Plain City agrees that as of the Transfer Date: i) MOWSD shall have the exclusive authority to provide potable water and sewer services in the MOWSD; and ii) Plain City shall have no right or authority to provide any such services, or to grant such right to provide services to any other entity. However, in the event that MOWSD determines it is unable or unwilling to provide potable water and/or sewer services to a property that is within the Plain City Growth Corridor as more fully described in Section 8 and **Exhibit H** attached hereto, MOWSD shall not assign the exclusive authority granted by this Section 1.7 or consent to any other entity to service the property without the prior written consent of Plain City. Plain City shall have the right to request that MOWSD negotiate with other utility providers in a timely manner to provide potable water and/or sewer services to a property MOWSD has determined it is unwilling or unable to service. Initial discussions with an alternate utility provider to occur no later than sixty (60) days after a written request for services by a property owner, or on a property owner's behalf, within the Growth Corridor.
- 1.8. The Plain City Wastewater Treatment Plant is in the process of being upgraded and when completed will have pursuant to its Ohio EPA permit the capacity to process 1.25 million gallons (MGD) per day of sewage influent. All of the capacity of the Plain City Wastewater Treat Plant shall be reserved for developments within the Village of Plain City municipal limits and Growth Corridor If MOWSD provides for additional sewage treatment capacity to serve the Village of Plain City within its municipal limits and/or the Growth Corridor, in an amount in excess of , 1.25 MGD, then this provision shall be void.

- 1.9. As of the Transfer Date, Plain City hereby suspends Chapter 963 of its Ordinances which provides for Sanitary Sewer Impact Fees. MOWSD hereby imposes a Sanitary Sewer Impact Fee in the amount and upon the same basis as provided for in Plain City Chapter 963 of its ordinances, as of the Transfer Date. After the Transfer Date, Plain City shall on behalf of MOWSD collect the Sanitary Sewer Impact Fee, until instructed not to do so by MOWSD pursuant to a properly adopted resolution by MOWSD.

SECTION 2

TRANSFER OF PLAIN CITY CUSTOMERS

- 2.1. All customers currently connected to and using services from the Systems are transferred to MOWSD as of the Transfer Date. Plain City shall take all actions necessary to provide to MOWSD all customer and account information for customers currently connected to and using services from the Systems as of the Transfer Date. MOWSD shall be obligated to provide services to all customers currently connected to and using services from the Systems, and all such customers shall become customers of MOWSD as of the Transfer Date, subject to all of MOWSD's standard rules, regulations, policies, and resolutions. Further, upon such Transfer Date, Plain City relinquishes all right, title and authority over current or future customers to the MOWSD with respect to the establishment of rates, fees, and charges, of any nature, and subsequent provision by and operation of all water and sewer services to current customers of Plain City or future customers of the Systems.

- 2.2. From and after the Transfer Date, MOWSD shall provide services to customers using services from the Systems, and all such customers shall be customers of MOWSD.
- 2.3. MOWSD and Plain City shall begin the transfer of customer data to MOWSD prior to the transfer agreement execution. Once the agreement has been executed, MOWSD shall be responsible for all billing of water and sewer to Plain City customers.
- 2.4. Plain City shall continue to accept cash payments at the Village Administration offices. Cash payments will be put into a locked box with receipts for pickup by MOWSD at an agreed upon frequency. Plain City will forward all telephone and electronic payments directly to MOWSD. MOWSD shall compensate Plain City at an agreed upon rate for twelve (12) months after the transfer period, with the option by MOWSD to extend at the end of the term.

SECTION 3

REAL PROPERTY ASSETS

- 3.1. All easements and rights of way, properties, licenses, land titles, and miscellaneous land agreements, or other agreements associated with and necessary for the operation of the Systems described herein as “Real Property Assets” shall be transferred to MOWSD as of the Transfer Date at no cost or expense to MOWSD except as otherwise set forth herein. The Real Property Assets, described in **Exhibit “B”** attached hereto, shall be transferred to MOWSD through conveyance documents necessary to effectuate such transfer and the

Village Administrator is hereby authorized to execute these documents on behalf of Plain City and shall do so on the Transfer Date. Plain City shall contemporaneously with the conveyance achieve, at its own expense, a Real Property parcel split of property on which certain of the Systems are located to remove from such property Village owned improvements, which shall be retained and owned by Plain City.

- 3.2. All such Real Property Assets are hereby assigned, conveyed and transferred with all right, title and interest to MOWSD as of the Transfer Date of this Agreement. The transfer of Real Property Assets as described in this Agreement including, without limitation, Real Property Assets now existing or to be created as described herein, shall be at no cost or expense to MOWSD.
- 3.3. Transfer of Real Property Assets as described in this Section 3 shall include transfer of all deeds and license agreements to MOWSD and all transfers under this section shall be free and clear of all liens and encumbrances. However, in the event that MOWSD becomes aware that any deed, easement, right-of-way or instrument of conveyance was not received or recorded or that there is any other condition, restriction of record or title defect with respect to the said Real Property Assets or Systems, Plain City shall cooperate with MOWSD to take such action as may be necessary to promptly remedy and prepare and execute all documents necessary to accomplish such transfer or correct said defect, for no further consideration.

SECTION 4

PERSONAL PROPERTY ASSETS

- 4.1. All potable water assets, including but not limited to: wells, water lines, valves, tanks, water storage towers, pumps, treatment systems, meters, all hydrants, and all other related and necessary appurtenant facilities, that are part of the Systems (the “Potable Water Facilities”), shall be transferred by a bill of sale (the “Potable Water Facilities Bill of Sale”) to MOWSD for no further consideration. The Bill of Sale is attached as **Exhibit “C”**. The Village Administrator is hereby authorized to execute these documents on behalf of Plain City and shall do so on the Transfer Date. In addition, if necessary, any title to personal property associated with the Potable Water Facilities necessary to effectuate transfer to MOWSD shall be executed in order to transfer the ownership of that personal property to MOWSD as of the Transfer Date.
- 4.2. All sanitary sewer assets, including but not limited to: sewer line, valves, tanks, lift stations, pumps, treatment systems, meters, and all other related and necessary appurtenant facilities that are part of the Systems (the “Sanitary Sewer Facilities”), shall be transferred by a Bill of Sale (the “Sanitary Sewer Facilities Bill of Sale”) attached as **Exhibit “C”** for no further consideration. The Village Administrator is hereby authorized to execute these documents on behalf of Plain City and shall do so on the Transfer Date. In addition, if necessary, any title to personal property associated with the Sanitary Sewer Facilities necessary to effectuate transfer to MOWSD shall be executed in order to transfer the ownership of that personal property to MOWSD as of the Transfer Date.
- 4.3. In addition to the Potable Water Facilities and Sanitary Sewer Facilities described

in Sections 4.1 and 4.2, Plain City shall also transfer by the Bill of Sale attached as Exhibit “C” all other items of personal property, including, without limitation, all software, vehicles, machinery, tools, and equipment, described on the Bill of Sale (together the “Personal Property Assets”). If necessary Plain City shall execute and deliver on the Transfer Date any vehicle title of a vehicle that is being transferred in order to transfer ownership to MOWSD. Plain City agrees to cooperate with the execution of any and all documents deemed necessary to effectuate the transfer of the Personal Property Assets to MOWSD for no further consideration.

SECTION 5

PLAIN CITY SYSTEMS DOCUMENTS, MONETARY ASSETS

- 5.1. All documents related to the ownership, operation, maintenance, improvement, administration and management of the Systems being transferred are described on **Exhibit “D”** attached hereto and made a part hereof.
- 5.2. All documents, including, but not limited to, Plain City water or sewer user contracts, correspondence, invoices and bills of sale, fiscal records, warranties, customer billings, customer lists, records of revenue received, regulatory agency reports, original construction documents for the Systems being transferred, and any other records maintained specifically by Plain City for the Systems’ administration, operation and management and listed on **Exhibit “D”**, shall be assigned to and provided to MOWSD on the Transfer Date of this Agreement. Plain City agrees to cooperate with and provide to MOWSD any documents

necessary in MOWSD's reasonable discretion with respect to the ownership, operation, maintenance, repair or replacement of the Systems.

- 5.3. Plain City warrants and represents to MOWSD that the documents described on **Exhibit "D"** are true and correct in all material respects at and as of the Transfer Date, and Plain City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Transfer Date.
- 5.4. When requested by MOWSD, Plain City shall provide copies of any specific documents related to the Systems to MOWSD prior to the transfer of the Systems.
- 5.5. When requested by MOWSD, Plain City shall assign to MOWSD any and all contracts, agreements, and warranties, and any documents relating thereto, that are necessary or incidental to the ownership, operation, maintenance, repair or replacement of the Systems.
- 5.6. Plain City shall also transfer all monetary assets, including water and sewer utility funds (including tap fees) as set forth on **Exhibit "D"** to MOWSD on or before the Transfer Date.
- 5.7. All sums owed to Plain City by customers of the Systems for services rendered prior to transfer of said Systems to MOWSD shall be collected by and paid to MOWSD. Subsequent to such transfer, for all such services provided by MOWSD to said customers, and all payments made by such customers for such services, shall be collected by and paid to MOWSD.
- 5.8. Plain City shall, for up to one hundred eighty (180) days after the Transfer Date of this Agreement, render consulting assistance to MOWSD and will make its personnel available for such purpose to facilitate the transfer of billing, customer

accounts, customer lists, warranties, software, and necessary data to accomplish the seamless transfer of all information necessary for MOWSD to commence providing such services.

- 5.9. All documents relating to Plain City's utility agreements with third parties, including, without limitation, tap fee agreements with developers, are attached hereto as **Exhibit "E"** and shall be provided to MOWSD on or before the Transfer Date of this Agreement.

SECTION 6

TRANSFER OF EMPLOYEES AND EMPLOYEE BENEFITS

- 6.1. Pursuant to R.C. 6119.37, employees of Plain City who are in the classified service under R.C. Chapter 124, and who because of the transfer of a facility of Plain City to MOWSD become employees of MOWSD, shall, while in the continuous employment of such district, not be reduced in pay or position, suspended, or removed except in accordance with R.C. 124.34 of the Revised Code.
- 6.2. As of the Transfer Date of this Agreement, the employees set forth on **Exhibit "F"** shall no longer be employees of Plain City and shall be employees of MOWSD pursuant to R.C. 6119.37.
- 6.3. In accordance with R.C. 6119.37, the employees set forth on **Exhibit "F"** shall have the position, pay and benefits described on **Exhibit "F"**.

SECTION 7

PLAIN CITY'S DEBT

- 7.1. Set forth on **Exhibit G** is a list of each item of indebtedness of Plain City with respect to the Systems that are being assumed, transferred, paid for, or refinanced, if feasible, by MOWSD, including, without limitation, the name of the payee and any and all amounts necessary to retire such indebtedness as of the Transfer Date, including principal or scheduled payments, accrued interest or finance charges, breakage fees, and other fees, penalties or payments necessary to retire the indebtedness at Closing (“Debt”).
- 7.2. The Debt shall either be assumed, transferred, paid for, or refinanced, if feasible, by MOWSD, but in all circumstances, shall be paid when due. Plain City shall provide all cooperation necessary to facilitate the disposition of the Debt by MOWSD.

SECTION 8

GROWTH CORRIDOR

- 8.1 Plain City desires to see beneficial development in the growth corridor. Plain City and MOWSD recognize that the best way to provide for growth that is beneficial to Plain City is to incentivize such growth. Plain City and MOWSD also recognize that the provision of appropriate incentives is based upon the facts of the specific development under consideration, and as such it is not possible to make agreements before such development is proposed that will be properly tailored to the facts and circumstances of future proposed development. In light of these facts, Plain City and MOWSD agree that they will reasonably work together to develop and provide for development incentives in the growth corridor that reasonably

meets the needs of desired development, in accordance with the service abilities of MOWSD.

SECTION 9

CLEAN WATER ACT SECTION 208 PLANNING

- 9.1. Plain City acknowledges and agrees that MOWSD shall be the designated wastewater management authority (hereafter “DMA”) for the District area, as may be amended from time to time, relating to 208 planning.
- 9.2. In connection therewith, Plain City shall take all actions necessary to assist MOWSD with replacing it as the DMA with respect to all portions of the District area, as may be amended from time to time, including, without limitation, recognizing the District as the DMA with respect to 201 and 208 planning, with exclusive authority to provide services.

SECTION 10

CLOSING

- 10.1. Closing Date. At a date contemporaneous with the Transfer Date, a closing of this transaction shall take place (the “Closing”).
- 10.2. Closing. The Closing shall be conducted by an attorney of MOWSD’s choosing. MOWSD shall be responsible for any and all fees charged by the attorney, and any recording fees associated with the Closing.
- 10.3. No Payment Due. No payment shall be due from MOWSD to Plain City for transfer of the Systems, Potable Water Facilities, Sanitary Sewer Facilities, Real Property

Assets, all documents related thereto, and all obligations or requirements of Plain City hereunder.

SECTION 11

GENERAL PROVISIONS

- 11.1. MOWSD Rates for Current Plain City Customers. The MOWSD shall be permitted to charge such future rates and fees as it shall deem necessary or appropriate, including any increase of the same as may be necessary or appropriate.
- 11.2. Authority of Plain City. Plain City hereby warrants, certifies and represents to MOWSD, that it has taken all actions necessary in order for it to enter into this Agreement, and that it has the absolute right and authority to transfer the Systems to MOWSD pursuant to the terms of this Agreement. Further, Plain City specifically acknowledges that MOWSD is relying upon these representations in entering into this Agreement and that if these representations are not correct, MOWSD may suffer financial damages.
- 11.3. Authority of MOWSD. MOWSD hereby warrants, certifies and represents to Plain City, that it has taken all actions necessary in order for it to enter into this Transfer Agreement, and that it has the absolute right and authority to accept the transfer of the Systems to MOWSD pursuant to the terms of this Agreement and R.C. 6119.06 and 6119.09. Further, MOWSD specifically acknowledges that Plain City is relying upon these representations in entering into this Agreement and that if these representations are not correct, Plain City may suffer financial damages.
- 11.4. Governing Law. This Agreement shall in all respects be interpreted, construed,

and governed by and in accordance with the laws of the State of Ohio. The parties submit to the personal jurisdiction of the state and federal courts for Madison County, Ohio.

- 11.5. Permits. MOWSD is responsible for obtaining all federal, state and local permits and licenses that may be required for operations and management of the Systems. Plain City shall use best efforts to assist MOWSD to obtain the same for no further consideration.
- 11.6. Severability. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional. If Section 9 is found to be invalid or unconstitutional, the Parties agree that its lack of enforceability shall not invalidate or effect any other portion of this Agreement, and the remainder of this Agreement shall remain in full force and effect.
- 11.7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
- 11.8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and may not be modified orally, but only by agreement in writing signed by both parties.
- 11.9. Specific Performance. The Parties have the right pursuant to this Agreement to sue for and be awarded a judgment requiring specific performance from each other

of the obligations set forth in this Agreement based on a party's failure to perform as required herein.

11.10. Integration. The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, promises, and representations, as it is the intent of the parties to provide for a complete integration with the terms of this Agreement.

11.11. Notice. Any notice to Plain City required or permitted to be given hereunder shall be deemed to be given when hand delivered or one business day after pickup by a reputable, national overnight express service, addressed to the Village of Plain City Administrator at 800 Village Boulevard, Plain City, Ohio 43064. Any notice to the District shall be deemed to be given when hand delivered or one business day after pickup by a reputable, national overnight express service, addressed to the Director of MOWSD at 1860 Old Springfield Rd. London, Ohio 43140 or at any address provided in the future as the location of MOWSD.

11.12. Further Assurances. The parties agree without expense to the other party (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11.13. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns. Nor is anything in this Agreement intended to release or

discharge the obligation or liability of any third persons to any party to this Agreement.

11.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.

11.15. Agreement Language. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement represented a negotiated agreement in which the parties all participated in its drafting, and as such it is not to be construed against or for any individual party.

11.16. Authority Under Ohio Law. Nothing contained in this Agreement may be construed so as to limit the authority of either MOWSD or Plain City under Ohio law.

11.17. Term. This Agreement shall remain in full force and effect as long as MOWSD, or its successor or assigns continues to own, operate or utilize any of the facilities of the Systems being transferred under this Agreement. If MOWSD ceases to operate for any reason, Plain City shall have the right of first refusal on previously Village-owned personal property that is being transferred pursuant to this Agreement that is not attached to or a part of a permanent real estate fixture.

11.18. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

11.19. Later Transfers. Plain City warrants and agrees that for any and all items set forth in this Agreement, Sections 1-7, that are not transferred to MOWSD as of the date of execution of the Transfer Agreement by both parties, then any and all such

items shall be finally and completely transferred within six (6) months after such date.

IN WITNESS WHEREOF, MOWSD and Plain City have caused this Agreement to be executed by their respective officers duly authorized as of the date on which MOWSD signs this Agreement.

PLAIN CITY, OHIO

By: _____
President of the Plain City Village Council

DATE: _____

By: _____
Village of Plain City Administrator

DATE: _____

Pursuant to Ordinance: _____

Approved as to Form:

By: _____
Attorney

DATE: _____

MID-OHIO WATER AND SEWER DISTRICT

By: _____
President

DATE: _____

Pursuant to Resolution: _____

Approved as to Form:

By: _____
Attorney for MOWSD

DATE: _____

Fiscal Officer Certificate

The undersigned, Fiscal Officer of the Village of Plain City, Ohio, hereby certifies that the moneys required to meet the obligations of the Village during the year 2023 under the foregoing Agreement have been lawfully appropriated by the Village Council of the Village of Plain City, Ohio for such purpose and are in the treasury of the Village 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Village of Plain City, Ohio

Dated: _____

Fiscal Officer Certificate

The undersigned, Fiscal Officer of the Mid-Ohio Water and Sewer District, hereby certifies that the moneys required to meet the obligations of the District during the year 2023 under the foregoing Agreement have been lawfully appropriated by the Mid-Ohio Water and Sewer District Board of Trustees for such purpose and are in the treasury of the District 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Mid-Ohio Water and Sewer District

Dated: _____

EXHIBIT A

PLAIN CITY SYSTEMS

EXHIBIT B
REAL PROPERTY ASSETS

EXHIBIT C
BILL OF SALE

EXHIBIT D

**DOCUMENTS RELATED TO THE OWNERSHIP, OPERATION, MAINTENANCE,
IMPROVEMENT, ADMINISTRATION AND MANAGEMENT OF THE SYSTEMS; LIST
OF MONETARY ASSETS**

EXHIBIT E

PLAIN CITY UTILITY AGREEMENTS WITH THIRD PARTIES

EXHIBIT F

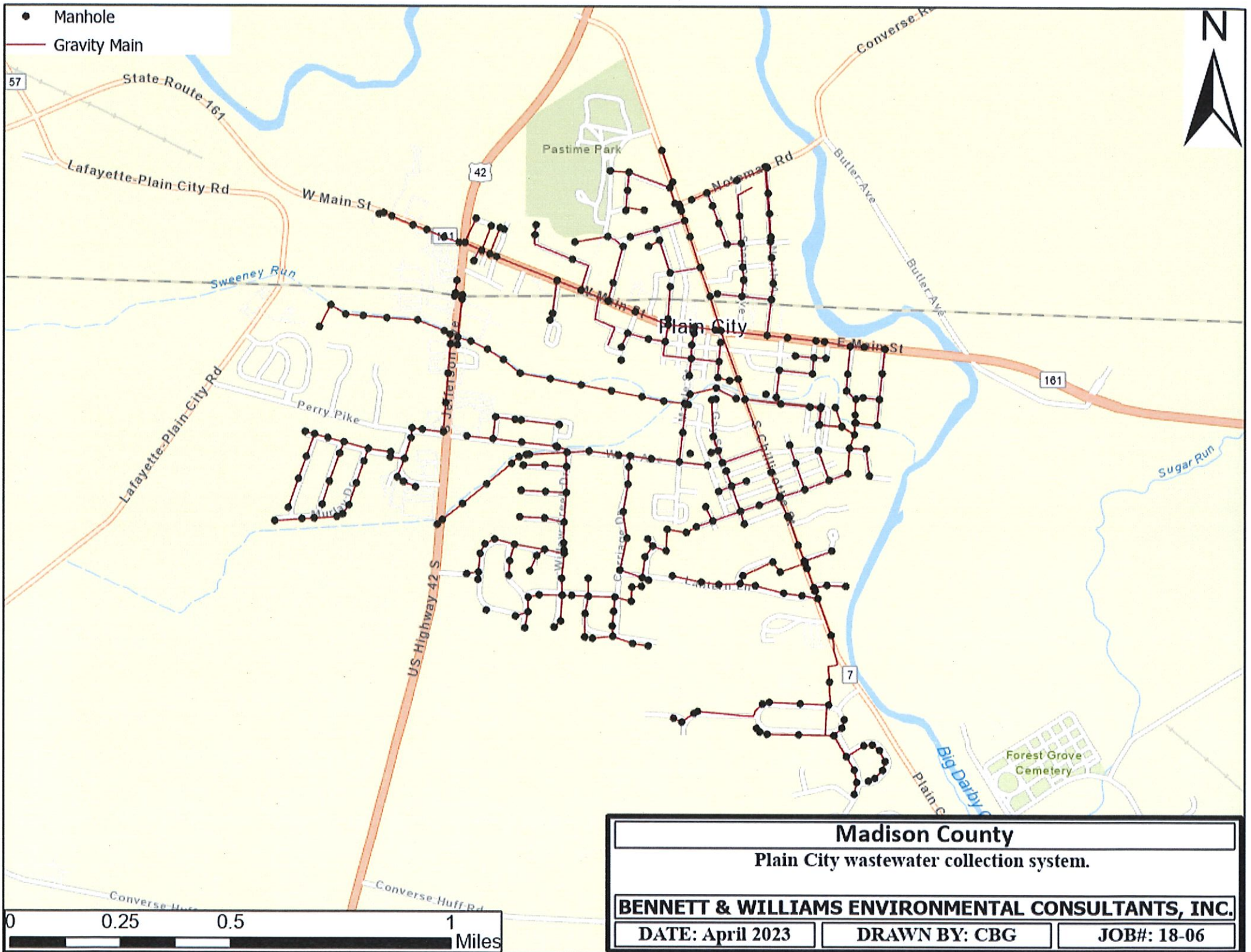
EMPLOYEES AND EMPLOYEE BENEFITS

EXHIBIT G

LIST OF OUTSTANDING DEBT

EXHIBIT H

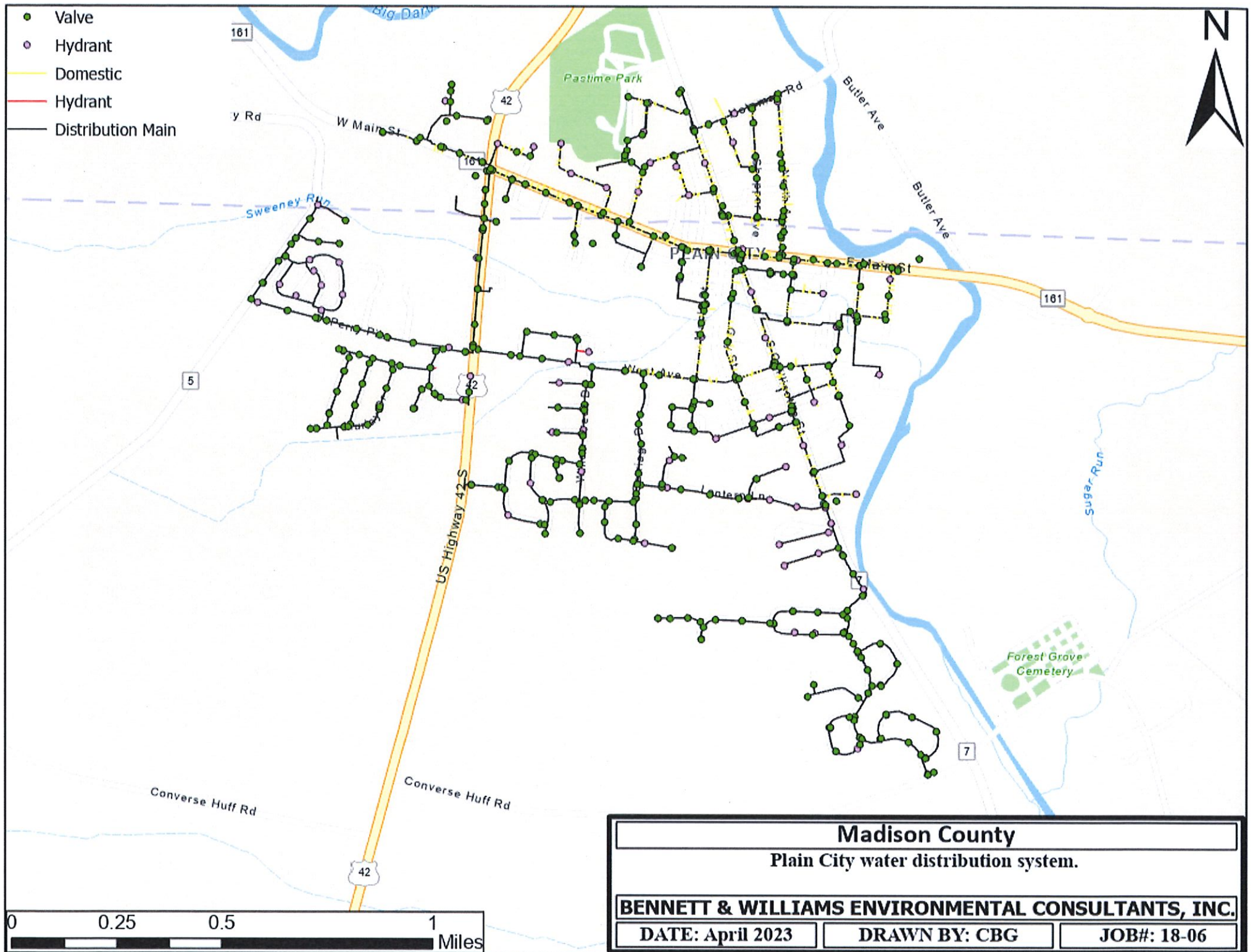
GROWTH CORRIDOR AREA



Plain City Wastewater Collection

Diameter (inches)	Length (feet)
6	1968
8	53844
10	7998
12	10192
15	10294
16	1138
18	1517

Manholes	339
----------	-----



Plain City Water Distribution

Diameter (inches)	Length (feet)
0.75	117
2	901
4	20581
6	9941
8	44913
10	16247
12	915
unknown	51

Hydrants-standard	237
Shut off valves	438

Exhibit B

Real Property Assets

- Tract 1 –** A permanent waterline easement from M/I Homes of Central Ohio, LLC
Prior deed reference: Madison County Recorder's Instrument No. 202200002228
Parcel known as Reserve B of Darby Station Phase 1, Part 2
- Tract 2 –** A permanent sanitary sewer easement from Bruce and Marilyn Ratcliff
Prior deed reference: Madison County Recorder's Instrument No. 201700002439
- Tract 3 –** A permanent utility easement from The Jonathan Alder Local School District
Prior deed reference: Madison County Recorder's Instrument No. 201200002752
Parcel Nos. 04-00803.001 and 04-00803.052
- Tract 4 –** A permanent water and/or sanitary sewer easement from the Izzard Family Partnership
Prior deed reference: Madison County Recorder's Instrument No. 200100004853
- Tract 5 –** A permanent sanitary sewer easement from the Harold Miller Trust, dated 11-9-98 and the Elizabeth Ann Miller Trust, dated 11-9-98
Prior deed reference: Madison County Recorder's Instrument No. 200000006018
- Tract 6 –** A permanent sanitary sewer easement from R. Ray and Patricia Ann Berry
Prior deed reference: Madison County Recorder's Instrument No. 200000006017
- Tract 7 –** A permanent sanitary sewer easement from RPM Partnership
Prior deed reference: Madison County Recorder's Instrument No. 200000006016
- Tract 8 –** A permanent water and/or sanitary sewer easement from the Maria Sciacca Trust
Prior deed reference: Madison County Recorder's Instrument No. 200000002864
- Tract 9 –** A permanent water and/or sanitary sewer easement from Donald and Rebecca Hilbert
Prior deed reference: Madison County Recorder's Instrument No. 200000002863
- Tract 10 –** A permanent sanitary sewer easement from Leroy and Mary Troyer
Prior deed reference: Madison County Recorder's Instrument No. 200000002563
- Tract 11 –** A permanent sanitary sewer easement from RPM Partnership
Prior deed reference: Madison County Recorder's OR 0058, Page 1048
- Tract 12 –** A permanent sanitary sewer easement from Hazel Houchard
Prior deed reference: Madison County Recorder's OR 0053, Page 774
- Tract 13 –** A permanent sanitary sewer easement from Pleasant Valley Senior Center, Incorporated
Prior deed reference: Madison County Recorder's OR 0041, Page 0162

- Tract 14** – A permanent water and sanitary sewer easement from Plain City Library Board of Trustees
Prior deed reference: Madison County Recorder's Vol 018, Page 0216
- Tract 15** – A permanent water and sanitary sewer easement from Plain City Library Board of Trustees
Prior deed reference: Madison County Recorder's Vol 018, Page 0211
- Tract 16** – A permanent water and sanitary sewer easement from Plain City Senior Center AKA Plain City Senior Center, Inc.
Prior deed reference: Madison County Recorder's Vol 006, Page 0698
- Tract 17** – A temporary and construction sanitary sewer easement from Tuffco Sand and Gravel, Inc.
Prior deed reference: Madison County Recorder's Vol 298, Page 0371
- Tract 18** – A temporary and construction sanitary sewer easement from Robert and Joann Voelker
Prior deed reference: Madison County Recorder's Vol 298, Page 0370
- Tract 19** – A permanent sanitary sewer easement from Ralph Smucker
Prior deed reference: Madison County Recorder's Vol 297, Page 0831
- Tract 20** – A permanent sanitary sewer easement from T & G Properties
Prior deed reference: Madison County Recorder's Vol 297, Page 0829
- Tract 21** – A permanent sanitary sewer easement from Robert and Joanna Voelker
Prior deed reference: Madison County Recorder's Vol 296, Page 0452
- Tract 22** – A permanent sanitary sewer easement from Kenneth and Ruth Ann Fulk
Prior deed reference: Madison County Recorder's Vol 296, Page 0449
- Tract 23** – A permanent sanitary sewer easement from Tuffco Sand and Gravel, Inc.
Prior deed reference: Madison County Recorder's Vol 296, Page 0447
- Tract 24** – A permanent sanitary sewer easement from Pleasant Valley Senior Center
Prior deed reference: Madison County Recorder's Vol 294, Page 0587
- Tract 25** – A permanent sanitary sewer easement from Pleasant Valley Senior Center
Prior deed reference: Madison County Recorder's Vol 293, Page 0847
- Tract 26** – A permanent sanitary sewer easement from Henry Troyer, Jr.
Prior deed reference: Madison County Recorder's Vol 266, Page 0629

- Tract 27** – A permanent sanitary sewer easement from That Shape Form, Inc.
Prior deed reference: Madison County Recorder's Vol 264, Page 0392
- Tract 28** – A permanent sanitary sewer easement from Henry Troyer, Jr.
Prior deed reference: Madison County Recorder's Vol 263, Page 213
- Tract 29** – A permanent sanitary sewer easement from Henry Troyer, Jr.
Prior deed reference: Madison County Recorder's Vol 263, Page 208
- Tract 30** – A permanent sanitary sewer easement from Henry Troyer, Jr.
Prior deed reference: Madison County Recorder's Vol 263, Page 204
- Tract 31** – A permanent sanitary sewer easement from Youmans', Inc.
Prior deed reference: Madison County Recorder's Vol 252, Page 322
- Tract 32** – Two (2) permanent sanitary sewer easements from Lee and Ernestine Eversole
Prior deed reference: Madison County Recorder's Vol 252, Page 320
- Tract 33** – Two (2) permanent sanitary sewer easements from John Eldon and Hazel Houchard
Prior deed reference: Madison County Recorder's Vol 252, Page 317
- Tract 34** – A permanent sanitary sewer easement from Paul Michael and Peggy Jean Frebault
Prior deed reference: Madison County Recorder's Vol 252, Page 315
- Tract 35** – A permanent sanitary sewer easement from Gene and Christina Smart
Prior deed reference: Madison County Recorder's Vol 252, Page 134
- Tract 36** – A permanent sanitary sewer easement from Gene P. Smart
Prior deed reference: Madison County Recorder's Vol 252, Page 131
- Tract 37** – A permanent sanitary sewer easement from Beryl and Betty Raley
Prior deed reference: Madison County Recorder's Vol 252, Page 129
- Tract 38** – A permanent sanitary sewer easement from Lavene and Maxine Murphy
Prior deed reference: Madison County Recorder's Vol 252, Page 127
- Tract 39** – A permanent sanitary sewer easement from Roman and Ann Miller
Prior deed reference: Madison County Recorder's Vol 252, Page 125
- Tract 40** – A permanent sanitary sewer easement from Charles and Margeene House
Prior deed reference: Madison County Recorder's Vol 252, Page 123
- Tract 41** – A permanent sanitary sewer easement from James and Guyla Converse
Prior deed reference: Madison County Recorder's Vol 252, Page 119
- Tract 42** – A permanent sanitary sewer easement from Charles Tatman

Prior deed reference: Madison County Recorder's Vol 252, Page 117

- Tract 43** – A permanent sanitary sewer easement from Harry and Christina Wheeler
Prior deed reference: Madison County Recorder's Vol 252, Page 115
- Tract 44** – A parcel from the Village of Plain City
Prior deed reference: Madison County Recorder's Vol. 257, Page 512
Parcel No. 04-00728.000
- Tract 45** – A parcel from the Village of Plain City
Prior deed reference: Madison County Recorder's Instrument No. 2023-2279
Parcel No. 04-00725.001
- Tract 46** – A parcel from the Village of Plain City
Parcel No. 04-00723.000
- Tract 47** – A 6.0820 acre parcel from the Village of Plain City
Currently known as Parcel No. 04-00391.000 but subject to change following revision in recording and survey.
- Tract 48** – Utility Plat Easements in The Run at Hofbauer Preserve, Section 1 and 2
- Tract 49** – Utility Plat Easements in Madison Meadows, Sections 2A, 2B, 3A, 3B, and Madison Meadows II, Section 1
- Tract 50** – Utility Plat Easements in Darby Station Phase 1 Part 1, Phase 1 Part 2, Phase 1 Part 3, and Phase 1 Part 4

BILL OF SALE

THIS BILL OF SALE is made and entered into as of the ____ day of _____, 2023, by and between, THE VILLAGE OF PLAIN CITY, OHIO (hereafter the "PROPERTY OWNER") and the MID-OHIO WATER AND SEWER DISTRICT of 3161 Old Columbus Road, London, Ohio 43140 (hereafter "DISTRICT"), (collectively, the "Parties") is to witness that:

WHEREAS, the DISTRICT and the PROPERTY OWNER entered into a *Water and Sewer Systems Transfer Agreement* (the "Transfer Agreement") on _____ for the transfer of water and the sanitary sewer systems identified in the Transfer Agreement as "Systems", to transfer such Systems to the District as more particularly described in the Transfer Agreement and,

WHEREAS, pursuant to said Transfer Agreement, the PROPERTY OWNER agreed to transfer to the DISTRICT certain personal property set forth in Exhibit C of the Transfer Agreement;

NOW, THEREFORE, pursuant to the Transfer Agreement and in consideration of the mutual agreements hereinafter set forth, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. DEFINITIONS:

Personal Property. "Personal Property" shall be defined to include any and all items described in the Transfer Agreement that are subject to ownership and not classified as real property, including, without limitation, the Systems owned by PROPERTY OWNER attached as Exhibit A to the Transfer Agreement and all lines, valves, and appurtenances thereto including spare parts; all items described in Section 4 of the Transfer Agreement; and the equipment and vehicles owned by PROPERTY OWNER as set forth in the list attached hereto as **Exhibit A** and made a part hereof. The transfer of such Personal Property is an ongoing obligation of the PROPERTY OWNER as more particularly described in the Transfer Agreement.

Section 2. SALE OF PERSONAL PROPERTY:

For value received, the adequacy and receipt of which is hereby acknowledged, the PROPERTY OWNER hereby grants, sells, transfers, conveys, assigns and delivers to DISTRICT, to have and to hold forever, (a) all of the Personal Property as defined above and owned by the PROPERTY

OWNER, (b) all of the PROPERTY OWNER'S rights in and to the Personal Property, (c) all benefits of any manufacturers, sellers, suppliers warranties or other warranties received with respect to any of the Personal Property and (d) all claims against persons, partnerships or companies of any kind related to the Personal Property. The Authorized Representative of PROPERTY OWNER shall take all actions necessary to transfer PROPERTY OWNER'S rights in and to the Personal Property to DISTRICT, including, without limitation, executing any documents necessary to transfer title to vehicles owned by PROPERTY OWNER to DISTRICT.

Section 3. NO ENCUMBRANCES:

The PROPERTY OWNER hereby states, represents, warrants and guarantees that the Personal Property is free from all liens, claims, and encumbrances of any kind.

Section 4. RECORDING:

The PROPERTY OWNER agrees that this Bill of Sale may, at the sole discretion of the DISTRICT, be recorded in the Madison and/or Union County Recorder's office.

THE VILLAGE OF PLAIN CITY, OHIO:

STATE OF _____ }
COUNTY OF _____ } ss:

NOTARY PUBLIC

**BOARD OF TRUSTEES OF THE MID-OHIO
WATER AND SEWER DISTRICT**

STATE OF OHIO }
COUNTY OF MADISON }ss:

NOTARY PUBLIC

Asset	ID	Type	Exhibit C		Purchase Value	Funds	Proposal
			Year				
Freightliner Vac	1FVAG3FEXJHJS6068	Vehicle	2018	\$	345,000.00	Bond/Note	District owned
JD 2305 Loader	LV2305H220049	Vehicle				Sewer	District owned
GMC Sierra	3GTEC14X17G209411	Vehicle	2007	\$	18,070.23	Water & Sewer	District owned
Water Meters		Equipment				Water & Sewer	District owned
WachsValve Turner	1E9PT151XHC297270	Equipment	2017			Water & Sewer	District owned
Ford F-150 Crew	1FTFW1ES3JKF16488	Vehicle	2018	\$	30,741.86	Bond/Note	District owned
Ford F-450 Dump	1FDUF4HY0HDA09122	Vehicle	2017	\$	33,073.00	Water & Sewer & Street	District owned
Case 580 SuperN Backhoe	JJGN585NAJC753087	Vehicle	2019			Bond/Note	District owned
BOBCAT S570	ALM415757	Vehicle	2016			Water & Sewer & Street	District owned
JD Gator 850M	1M0825MAKJM011623	Vehicle	2018			Bond/Note	District owned

Exhibit D

Monetary Assets

		75%	25%	Total Estimated
5101.000.1000	Water Operating	\$ 394,597.97	\$ 131,532.66	\$ 526,130.62
5102.000.1000	Water Capital	\$ 1,485,618.50	\$ 495,206.17	\$ 1,980,824.67
5201.000.1000	Sewer Operating	\$ 435,551.75	\$ 145,183.92	\$ 580,735.66
5202.000.1000	Sewer Capital	\$ 1,840,353.59	\$ 613,451.20	\$ 2,453,804.79
5741.000.1000	Enterprise Debt Service	\$ 116,907.00	\$ 38,969.00	\$ 155,876.00
5781.000.1000	Enterprise Deposit	\$ 553.50	\$ 184.50	\$ 738.00
		\$ 4,273,582.31	\$ 1,424,527.44	\$ 5,698,109.74

75% of balances to be transferred at date of transfer

25% of balances to be transferred on or near December 31, 2023

EXHIBIT E

Utility Agreements: No Applicable Documents

EXHIBIT F

Employee List: No employees wish to transfer to District

Exhibit G
DRAFT
List of Outstanding Debt

<u>Original Issuance or Approval Date</u>	<u>Type</u>	<u>Principal Balance as of October 1, 2023</u>	<u>Final Payment Date</u>	<u>Payment Basis</u>	<u>Assume Debt, Reimburse Village, or Pay off Balance</u>	<u>Reference #</u>
9/1/2023	OWDA - WWTP - DEFA ⁽¹⁾	\$12,919,056.00	01/01/56	Semi-Annual (1/1 and 7/1)	Assume	1
5/8/2023	OWDA - Noteman Road ⁽²⁾	\$619,519.69	06/01/53	Semi-Annual (1/1 and 7/1)	Assume	2
5/8/2023	OWDA - Noteman Road OPWC ^(2a)	\$256,443.22	06/01/53	Semi-Annual (1/1 and 7/1)	Assume	2a
7/1/2007	OWDA - WWTP-WPCLF	\$979,649.16	01/01/27	Semi-Annual (1/1 and 7/1)	Assume	3
8/15/2018	OPWC - Maple Street	\$200,040.19	07/01/42	Semi-Annual (1/1 and 7/1)	Assume	4
12/1/2019	OPWC - Gay Street	\$511,519.45	07/01/41	Semi-Annual (1/1 and 7/1)	Assume	5
9/20/2019	2019 Bond Issue (Sewer Portion)	\$560,856.97	12/01/44	Semi-Annual (6/1 and 12/1)	Reimburse	6
9/20/2019	2019 Bond Issue (Water Portion)	\$427,233.38	12/01/44	Semi-Annual (6/1 and 12/1)	Reimburse	7
9/29/2022	2023 Note Issue (Sewer)	\$125,108.00	09/26/24	Annual	?	8
9/29/2022	2023 Note Issue (Water)	\$247,855.00	09/26/24	Annual	?	9
9/29/2022	2023 Note Issue (Sewer)	\$0.00	09/28/23	Annual	NA	NA

Does this include engineering? No
Loan must follow assets - ask to split the loan

10-year
10-year

(1) Does not include \$1,500,000 Federal Capital Grant - Assignable- Possibly keep as a joint project
(2) Contains non-utility projects - \$
(2a) Less \$73,834.00 in cash contribution per WPCLF

ITEMS	WPCLF	OPWC
Total Loan	\$1,269,174.00	\$267,727.00
Less Storm Imp	-\$496,644.00	
Less Pavement Imp	-\$164,930.50	
Less 50% of Shared	-\$35,266.47	-\$11,283.78
Total Loan	\$572,333.03	
Plus % of Contingency	\$47,186.66	
Total Loan	\$619,519.69	\$256,443.22

Village Balance \$649,654.31

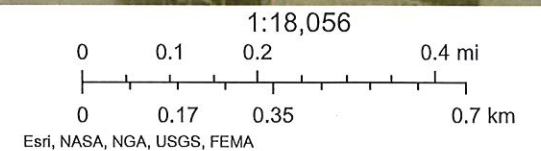
General Shared Items Worksheet

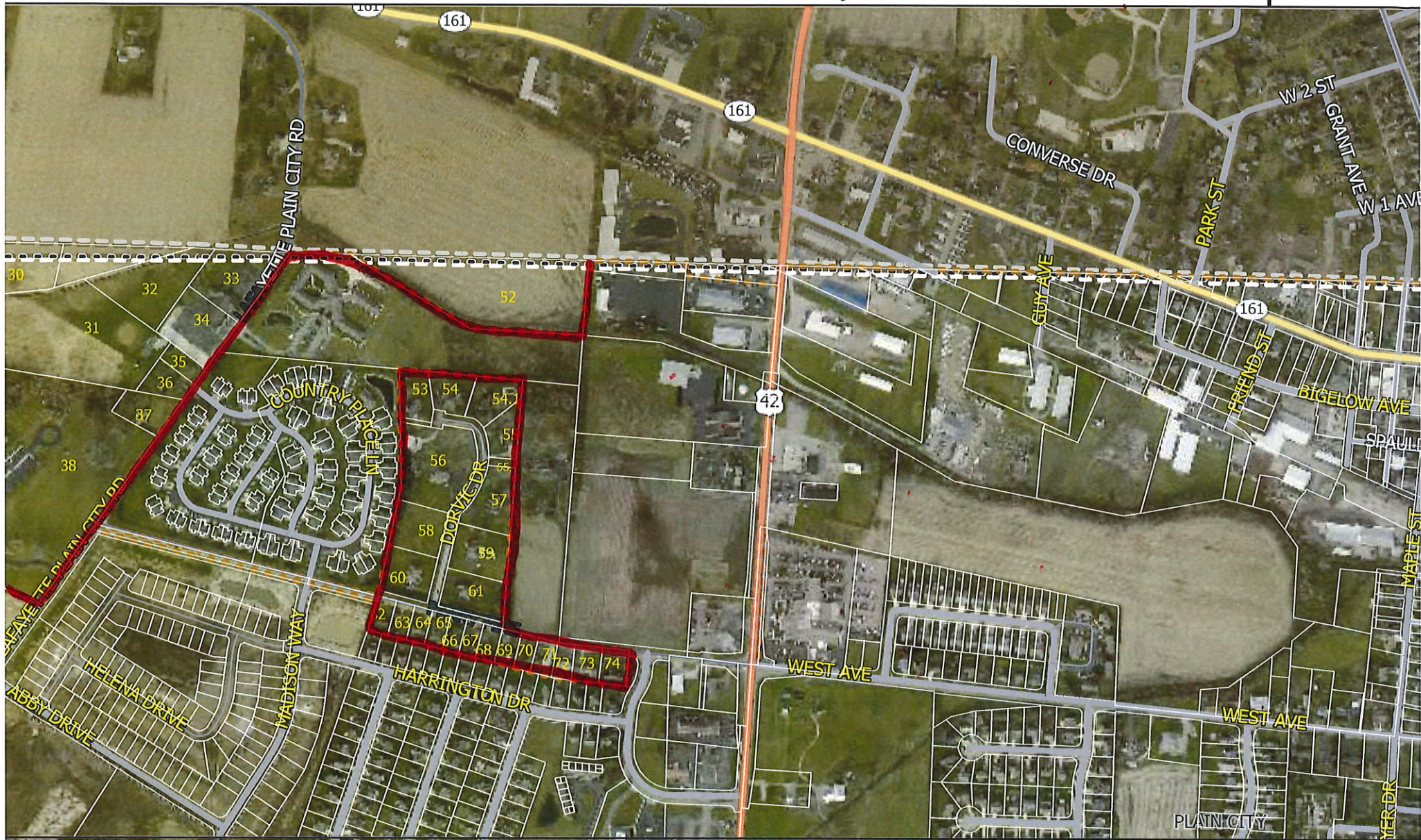
73,834.00	50.00%	75.76%	24.24%	Total
316,680.00	\$70,532.94	\$35,266.47	\$26,717.88	\$8,548.59
341,561.00	\$22,567.56	\$11,283.78	\$8,548.59	\$2,735.19
24,881.00	\$93,100.50			

\$46,550.25

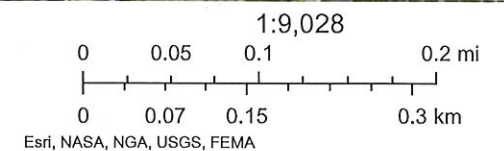


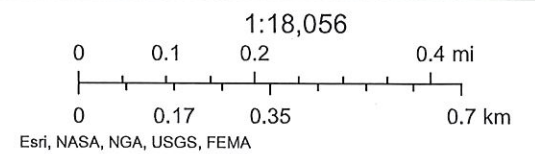
Red line marks Plain City Village limits as of 9-1-2023

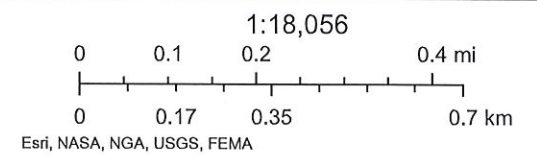


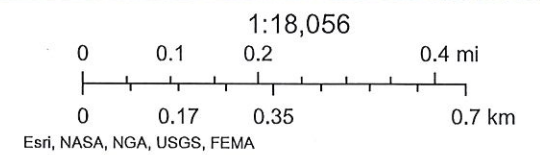


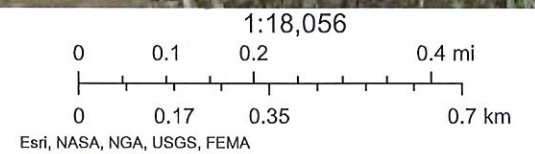
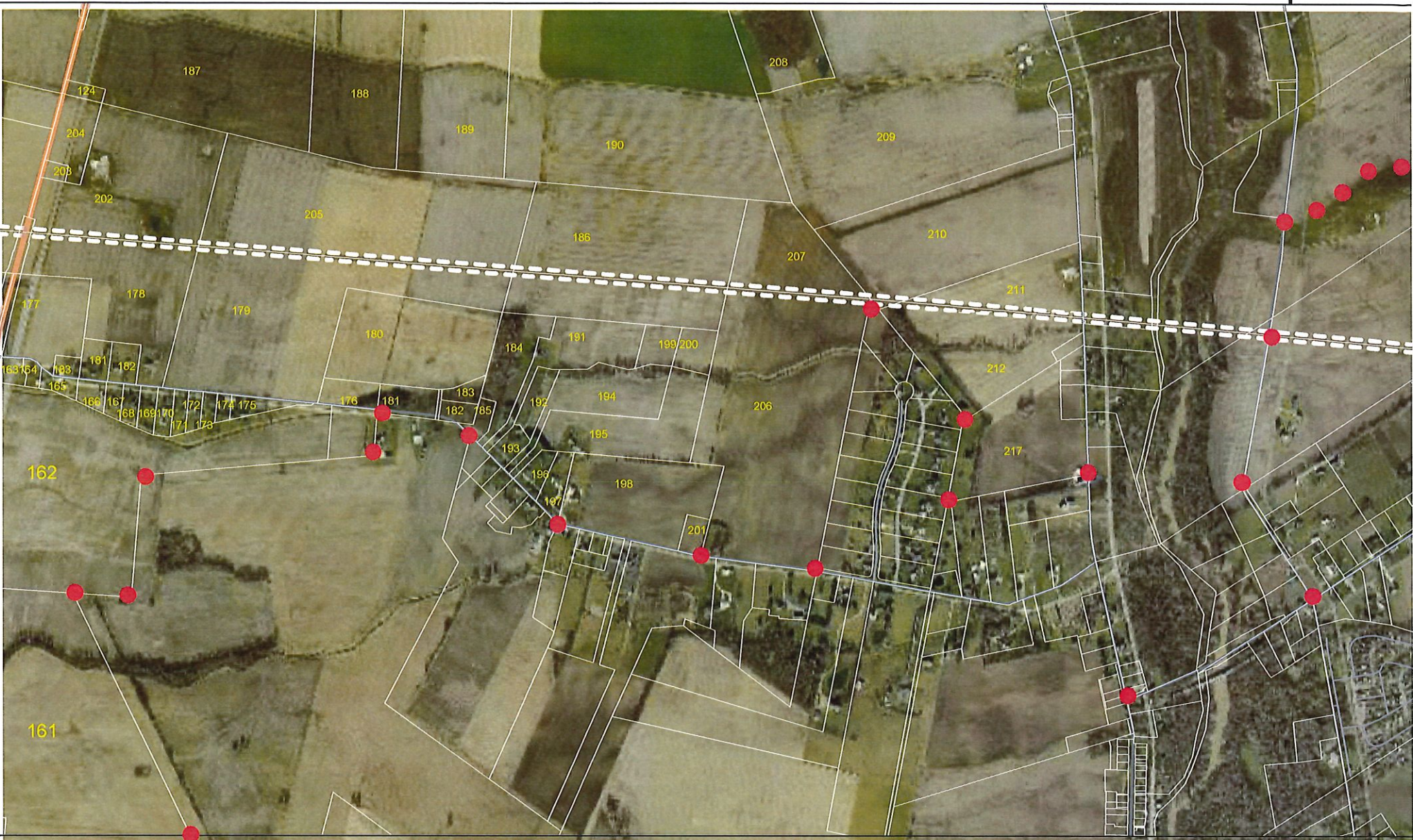
Red line marks Plain City Village limits as of 9-1-2023

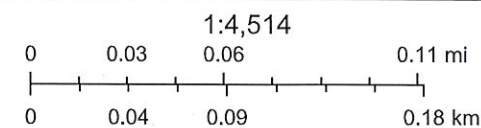




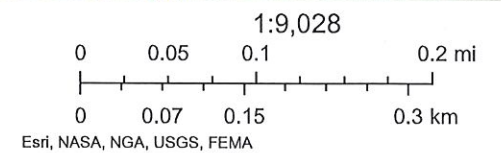


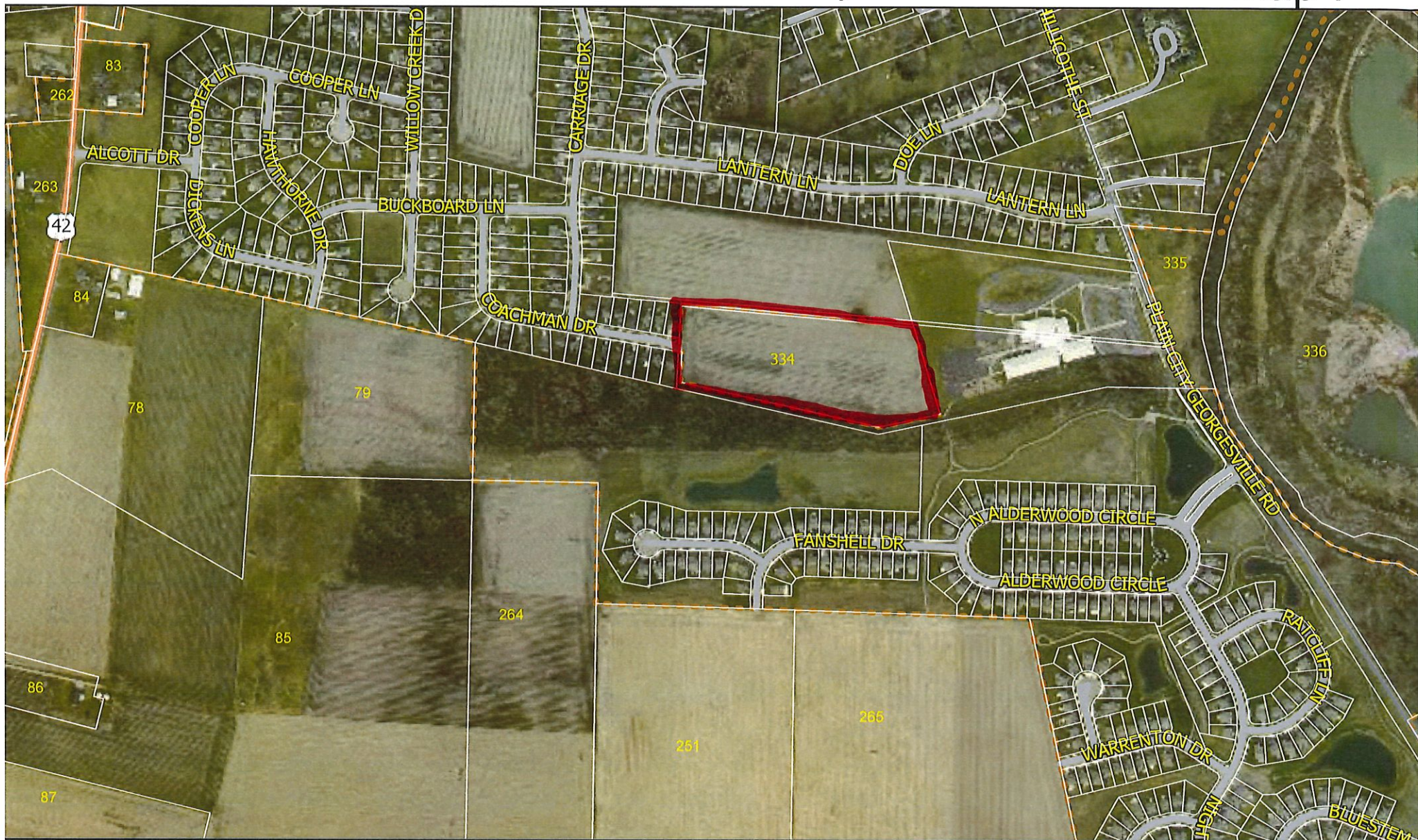




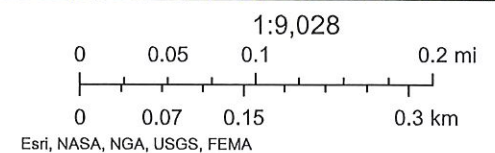


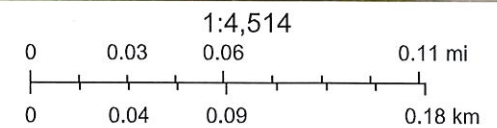
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCE, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA Intermap and the GIS user community





Red line marks Plain City Village limits as of 9-1-2023

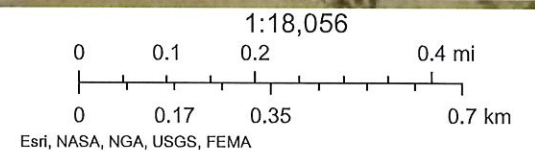


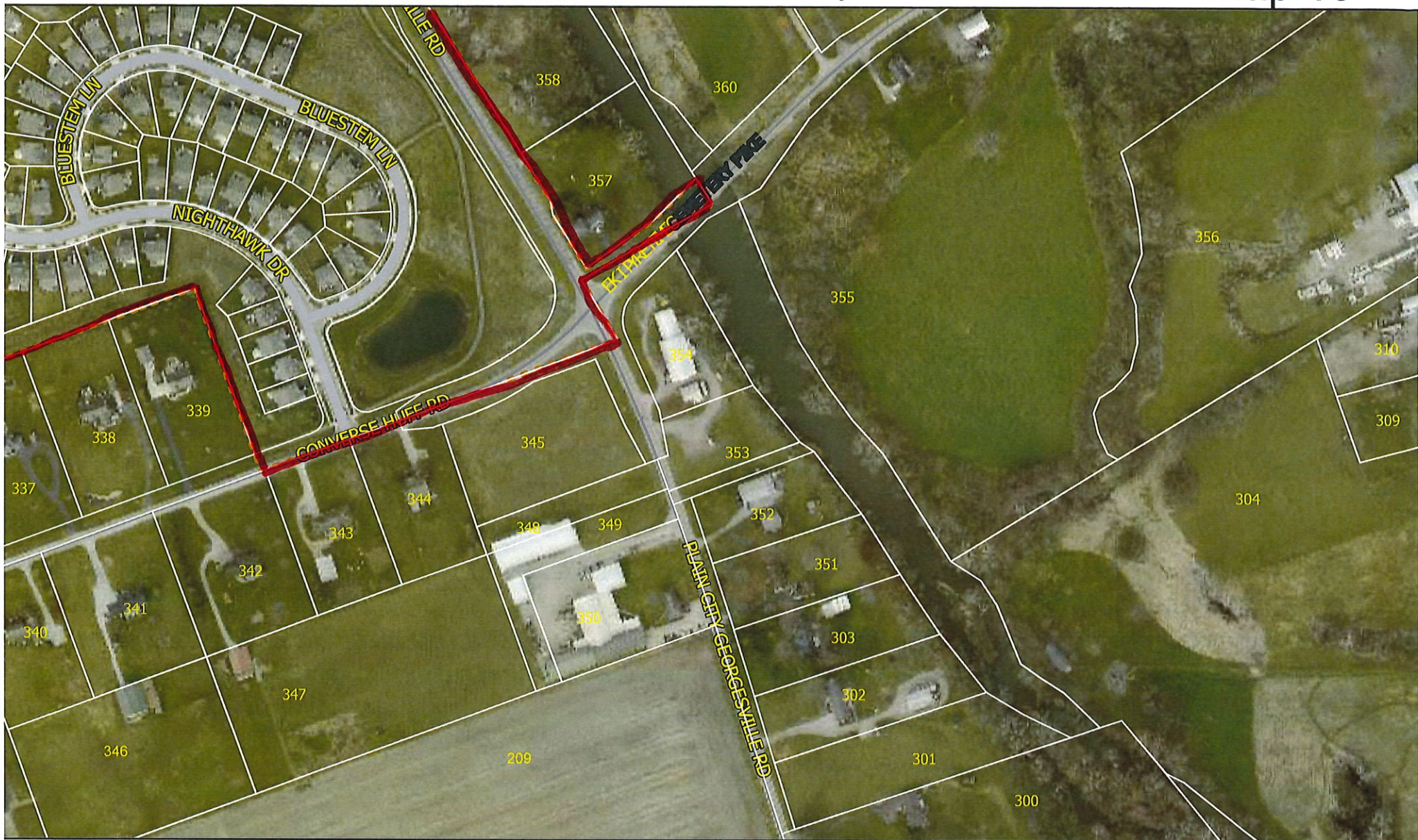


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCE, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA Intermap and the GIS user community

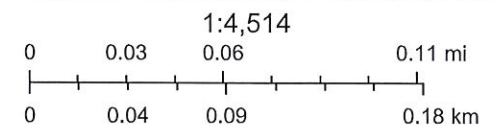


Red line marks Plain City Village limits as of 9-1-2023

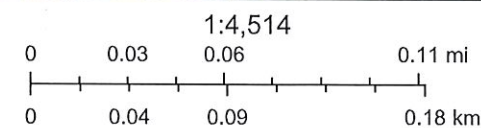




Red line marks Plain City Village limits as of 9-1-2023



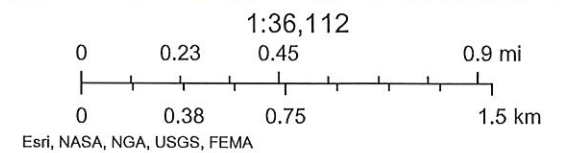
Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCE, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA Intermap and the GIS user community



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCE, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA Intermap and the GIS user community



Red line marks Plain City Village limits as of 9-1-2023



Madison County Parcels		Split?
1	02-00151.004	
2	02-00151.003	
3	02-00151.001	
4	02-00151.000	
5	02-00149.000	
6	02-00343.000	
7	02-00151.002	
8	02-00344.001	
9	02-00344.000	
10	02-00344.000	
11	02-00344.000	
12	02-00144.002	
13	02-00144.001	
14	02-00144.000	
15	02-00272.008	
16	02-00272.000	
17	02-00278.000	
18	02-00272.001	
19	02-00272.005	
20	02-00272.009	
21	02-00272.006	
22	02-00272.007	
23	02-00272.002	
24	02-00272.004	
25	02-00374.000	
25.1	02-00272.003	
26	02-00047.000	
27	02-00047.001	
28	02-00049.000	
29	02-00357.004	
30	02-00249.000	
31	02-00373.001	
32	02-00249.001	
33	02-00372.000	
34	02-00373.000	
35	02-00276.000	
36	02-00277.000	
37	02-00358.000	
38	02-00357.002	
39	02-00081.000	
40	02-00077.000	
41	02-00077.001	
42	02-00077.002	
43	02-00334.000	
44	02-00292.000	
44.1	02-00334.007	

45	02-00292.001	
45.1	02-00334.006	
46	02-00335.001	
46.1	02-00335.000	
47	02-00335.000	
47.1	02-00334.004	
48	02-00075.000	
49	02-00334.005	
50	02-00334.003	
51	02-00334.000	
52	02-00031.000	
53	02-00093.000	
53.1	02-00128.007	
54	02-00012.000	
54.1	02-00050.000 separate ownership from 54	
55	02-00104.000	
55.1	02-00128.001	
56	02-00128.000	
57	02-00128.002	
58	02-00128.006	
59	02-00128.003	
60	02-00128.005	
61	02-00128.004	
62	02-00152.000	
63	02-00152.000	
64	02-00247.000	
65	02-00289.000	
66	02-00056.000	
67	02-00221.000	
68	02-00220.000	
69	02-00266.000	
70	02-00256.000	
71	02-00256.000	
72	02-00268.000	
73	02-00259.000	
74	02-00127.000	
75	02-00324.000	
76	placeholder- does not appear on map	
77	placeholder- does not appear on map	
78	02-00029.002	
79	02-00029.002	
80	02-00108.000	
81	02-00299.000	
82	02-00330.001	
83	02-00186.000	
83.1	02-00073.000	
84	04-00815.098	

85	02-00029.002	
86	02-00029.001	
87	02-00332.001	
88	02-00332.000	
89	02-00332.001	
90	02-00120.001	
91	02-00325.000	
92	02-00299.000	
93	02-00299.001	
94	02-00154.000	
95	02-00153.000	
96	02-00193.001	
96.1	02-00376.005	
97	02-00193.000	
97.1	02-00376.002	
98	02-00376.003	
99	02-00376.004	
100	02-00376.000	
101	02-00175.000	
102	02-00175.001	
103	02-00175.002	
104	02-00619.000	
104.1	02-00620.001	
105	02-00177.000	
105.1	02-00177.000	
106	02-00120.000	
107	02-00120.006	
108	02-00184.000	
109	02-00330.000	
110	02-00331.000	
111	02-00311.001	
112	02-00311.000	
113	02-00285.000	
114	02-00062.002	
115	02-00120.004	
116	02-00053.000	
117	02-00120.003	
118	02-00142.001	
119	02-00142.000	
120	02-00142.000	
121	02-00142.000	
122	02-00142.000	
123	02-00620.000	
123.1	02-00620.000	
124	02-00236.000	
125	02-00237.000	
126	02-00108.001	

127	02-00117.000	
128	02-00117.000	
129	02-00309.000	
130	01-00601.000	
131	01-00515.000	
132	02-00110.000	
132.1	02-00110.000	
133	02-00142.000	
134	01-00214.000	
135	02-00237.000	
135.1	01-00362.000	
136	01-00152.002	
137	01-00152.000	
138	01-00152.001	
139	01-00602.003	
140	01-00602.001	
141	01-00123.000	
142	01-00123.000	
143	01-00663.000	
144	01-00663.000	
145	01-00492.001	
146	01-00489.000	
147	01-00489.000	
148	01-00489.000	
149	01-00489.000	
150	01-00489.000	
151	01-00489.000	
152	01-00460.001	
153	01-00664.000	
154	01-00460.000	
155	01-00460.003	
156	01-00489.000	
157	01-00308.000	
158	01-00489.000	
159	01-00492.001	
160	01-00492.000	
161	01-00492.001	
162	01-00488.000	Y
163	01-00315.002	
164	01-00315.000	
165	01-00488.005	
166	01-00478.000	
167	01-00433.000	
168	01-00432.000	
169	01-00154.000	
170	01-00390.000	
171	01-00330.000	

172	01-00431.001	
173	01-00431.000	
174	01-00491.000	
175	01-00204.000	
176	01-00162.001	
177	01-00488.000	
178	01-00362.000	
179	01-00445.000	
180	01-00162.005	
181	01-00444.000	
182	01-00162.003	
182.1	01-00162.006	
183	01-00162.000	
184	01-00186.004	
185	01-00186.001	
186	placeholder- does not appear on map	
187	02-00290.000	
188	02-00062.000	
189	02-00312.000	
190	02-00168.000	
191	01-00186.009	
192	01-00186.003	
193	01-00186.011	
194	01-00186.012	
195	01-00186.010	
196	01-00441.006	
197	01-00441.005	
198	01-00441.004	
199	01-00186.003	
200	01-00186.013	
201	01-00441.000	
202	02-00237.000	
203	02-00353.000	
204	02-00354.000	
205	02-00282.000	
206	01-00521.000	
207	02-00310.000	
208	02-00131.002	
209	02-00131.000	
210	02-00204.000	
211	02-00204.000	
212	01-00335.000	
213	01-00235.000	
214	01-00391.000	
215	01-00409.000	
216	01-00409.001	
217	01-00150.000	

218	01-00277.001	
219	01-00277.000	
220	01-00295.000	
221	01-00363.000	
222	01-00442.005	
223	01-00312.000	
224	01-00312.002	
225	01-00310.000	
226	01-00310.001	
227	01-00311.003	
228	01-00311.000	
229	01-00311.002	
230	01-00311.001	
231	01-00146.003	
232	01-00007.000	
233	01-00326.000	
234	01-00327.000	
235	01-00158.000	
236	01-00065.000	
237	01-00679.000	
238	02-00290.001	
239	02-00240.000	
240	02-00055.000	
241	02-00130.000	
242	02-00017.000	
243	02-00032.000	
244	02-00129.000	
245	02-00288.000	
246	02-00140.000	
247	02-00201.000	
248	02-00202.000	
249	02-00011.000	
250	02-00011.000	
251	02-00157.000	
252	02-00165.001	
253	02-00165.002	
254	02-00165.003	
255	02-00165.000	
256	02-00062.003	
257	02-00103.000	
258	02-00062.000	
259	02-00312.001	
260	02-00312.002	
261	02-00312.003	
262	02-00312.004	
263	placeholder- does not appear on map	
264	placeholder- does not appear on map	

265	02-00088.000	
266	02-00088.001	
267	02-00183.000	
268	02-00168.000	
269	02-00168.004	
270	02-00168.002	
271	02-00168.001	
272	02-00168.003	
273	02-00370.000	
274	02-00072.001	
275	02-00072.002	
276	02-00182.000	
277	02-00086.000	
278	02-00044.001	
279	02-00342.000	
280	02-00341.001	
281	02-00339.000	
282	02-00044.002	
283	02-00369.000	
284	02-00371.000	
285	02-00106.002	
286	02-00106.001	
287	02-00118.000	
288	02-00009.000	
289	02-00279.000	
290	02-00196.000	
291	02-00345.000	
292	02-00179.000	
293	02-00131.003	
294	02-00008.000	
295	02-00229.001	
296	02-00131.001	
297	02-00229.000	
298	02-00042.000	
299	02-00253.000	
300	02-00173.000	
301	02-00222.000	
302	02-00099.000	
303	02-00246.000	
304	02-00084.000	
305	02-00084.003	
306	02-00084.006	
307	02-00084.002	
308	02-00085.000	
309	02-00084.004	
310	02-00084.001	
311	02-00057.000	

312	02-00078.000	
313	02-00057.000	
314	02-00078.000	
315	02-00148.000	
316	02-00084.005	
317	02-00301.000	
318	02-00218.000	
319	02-00301.000	
320	02-00301.000	
321	02-00106.000	
322	02-00044.000	Y
323	02-00287.002	
324	02-00287.001	
325	02-00164.000	Y
326	02-00287.007	
327	02-00252.000	
328	02-00287.010	
329	02-00287.008	
330	02-00287.009	
331	02-00287.003	
332	02-00046.000	
333	02-00328.000	
334	placeholder- does not appear on map	
335	placeholder- does not appear on map	
336	02-00355.000	
337	02-00072.003	
338	02-00072.004	
339	02-00072.005	
340	02-00182.009	
341	02-00182.008	
342	02-00182.004	
343	02-00182.001	
344	02-00182.007	
345	02-00182.002	
346	02-00182.010	
347	02-00182.011	
348	02-00182.003	
349	02-00092.000	
350	02-00092.000	
351	02-00158.000	
352	02-00223.000	
353	02-00365.007	
354	02-00365.002	
355	02-00231.000	
356	02-00191.000	
357	02-00365.000	
358	02-00365.001	

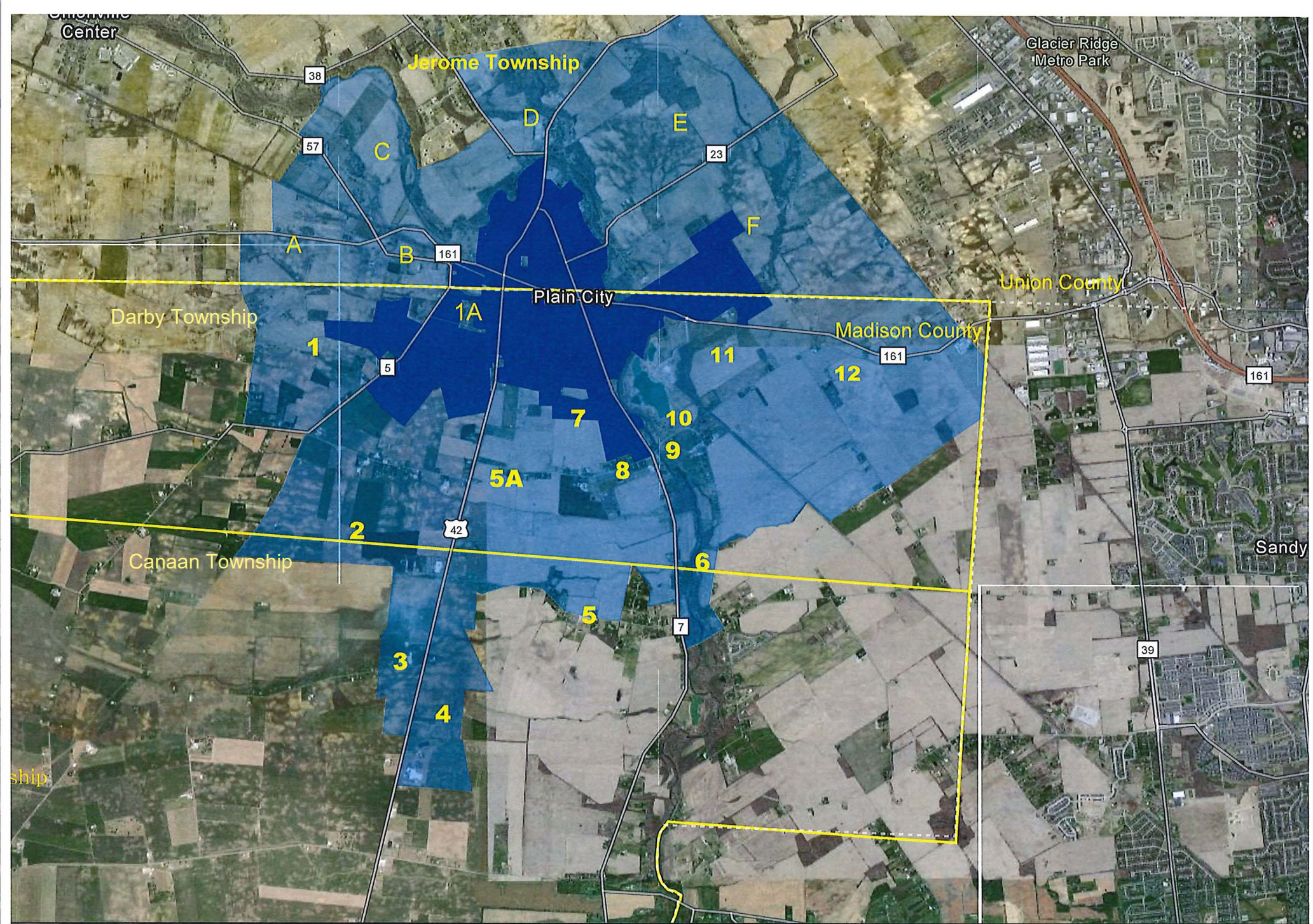
359	02-00051.000	
360	02-00355.000	
361	02-00355.001	
362	02-00366.000	
363	02-00365.003	
364	02-00119.002	
365	02-00035.000	
366	02-00035.000	
367	02-00105.000	
368	02-00284.000	
369	02-00284.000	
370	02-00270.000	
371	02-00270.003	
372	02-00119.000	
373	02-00119.000	
374	02-00119.000	
375	02-00119.001	
376	02-00301.000	
377	02-00040.000	
378	placeholder- does not appear on map	
379	02-00138.000	
380	02-00138.002	
381	02-00137.000	
382	02-00138.001	
383	02-00138.002	
384	02-00245.000	
385	02-00138.000	
386	02-00245.000	
387	02-00245.001	
388	02-00133.000	
389	02-00060.000	
390	02-00028.000	
391	02-00041.000	
392	02-00028.002	
393	placeholder- does not appear on map	
394	02-00028.003	
395	02-00028.001	
396	02-00242.000	
397	02-00219.000	
397.1	02-00076.000	
398	02-00267.001	
399	02-00216.000	
400	02-00215.000	
401	02-00242.001	
402	02-00217.000	
403	02-00217.001	
404	02-00217.002	

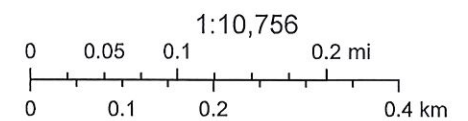
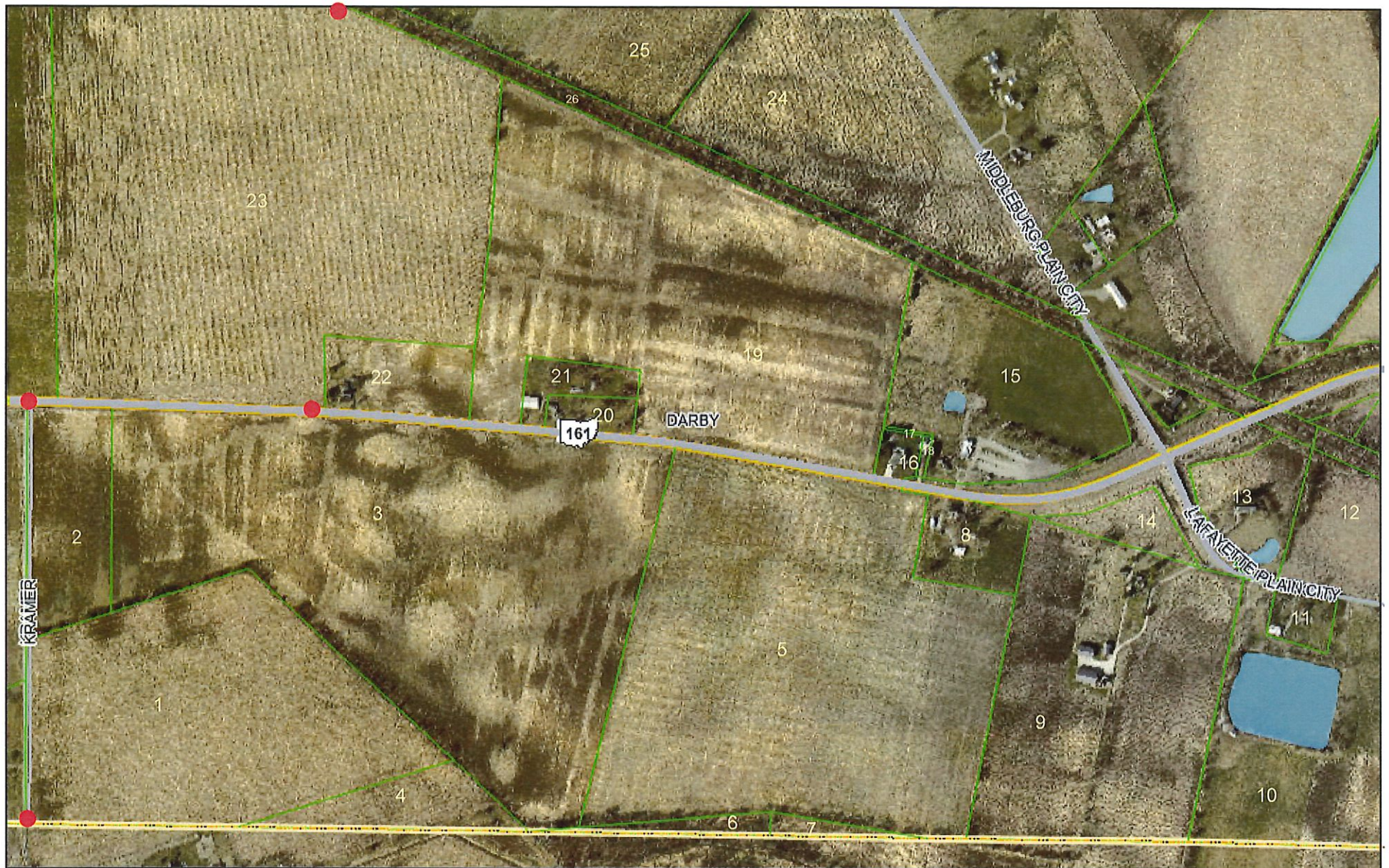
405	<u>02-00294.000</u>	
406	<u>02-00294.005</u>	
407	<u>02-00294.008</u>	
408	<u>02-00321.000</u>	
409	<u>02-00320.000</u>	
410	<u>02-00320.001</u>	
411	<u>02-00294.003</u>	
412	<u>02-00294.004</u>	
413	<u>02-00294.002</u>	
414	<u>02-00294.006</u>	
415	<u>02-00368.000</u>	
416	<u>02-00328.000</u>	
417	<u>02-00300.000</u>	
418	<u>02-00043.000</u>	
419	<u>02-00043.000</u>	
420	<u>02-00043.000</u>	
421	<u>02-00134.000</u>	

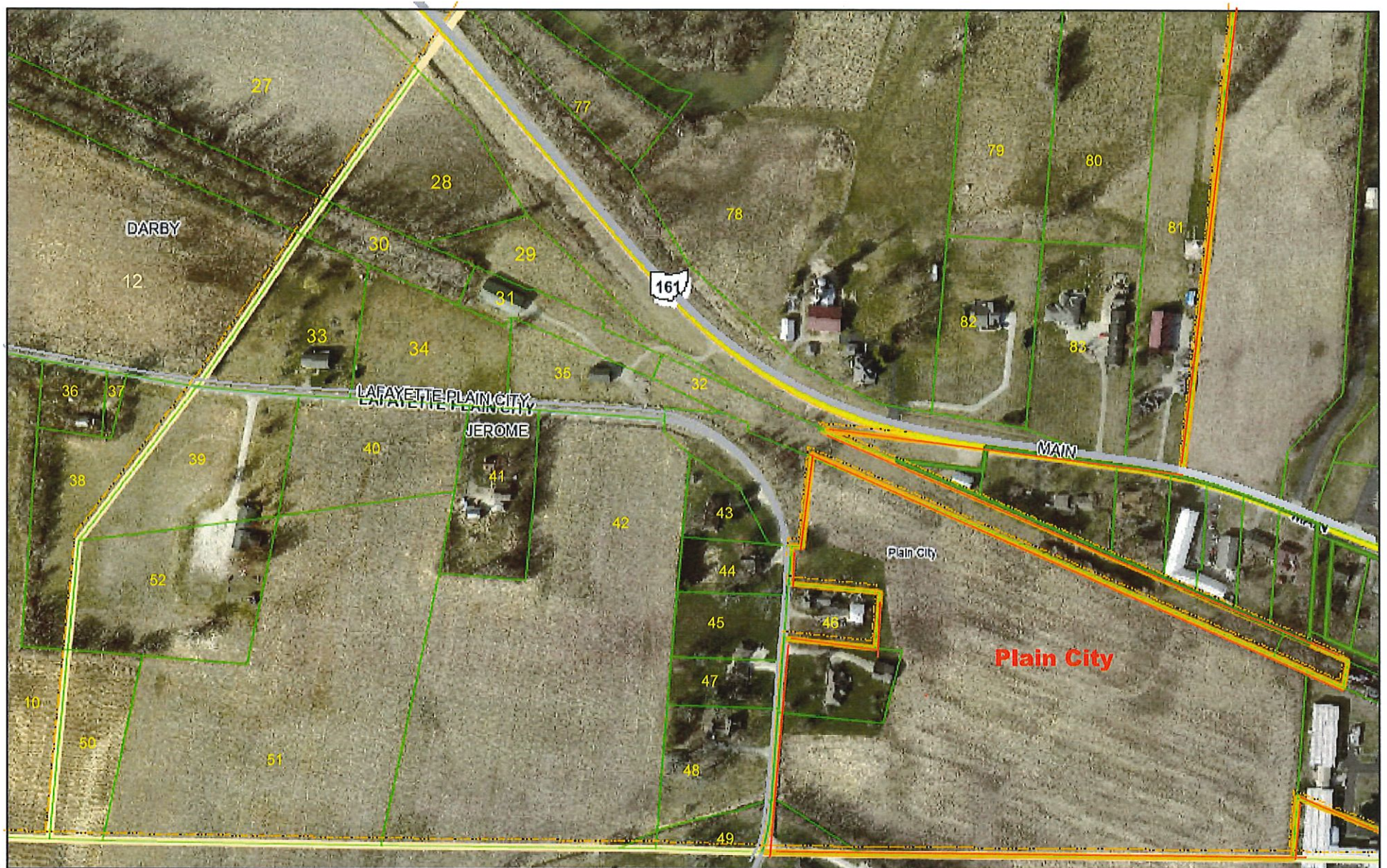
Plain City Growth Area

Map Introductory Key

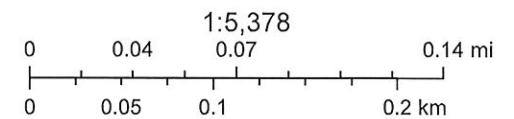
- All parcels within the Plain City Growth Area have been identified and are numbered on the attached maps, separated by Union County and Madison County. The Excel spreadsheet shows the individual parcel numbers.
- If a parcel is not identified with a number, it is 1) not in the growth area; 2) within the Plain City Village limits as of 9-1-2023; or 3) is a sliver parcel with common ownership with a larger parcel. In the case of #3, the sliver parcels appear on the spreadsheet.
- Some maps delineate a smaller area due to smaller parcels that is part of another larger area with larger parcels.
- Due to the smaller area maps, and to delineate the parcels better, the maps overlap with each other and not all parcels are identified on each map. All of the parcels within the Plain City Growth Area should be identified on an individual map, however.
- The Plain City Growth Area Map on the next page identifies the location of Union County, Madison County, Jerome Township in Union County, and Darby and Canaan Townships in Madison County. This Map also shows the area of each individual Map that delineates the numbered parcels.
- Union County parcels in the Plain City Growth Area are labeled A – F and Madison County parcels are labeled 1 – 12.
- Red dots on each Map delineate the corners of the Growth Area.

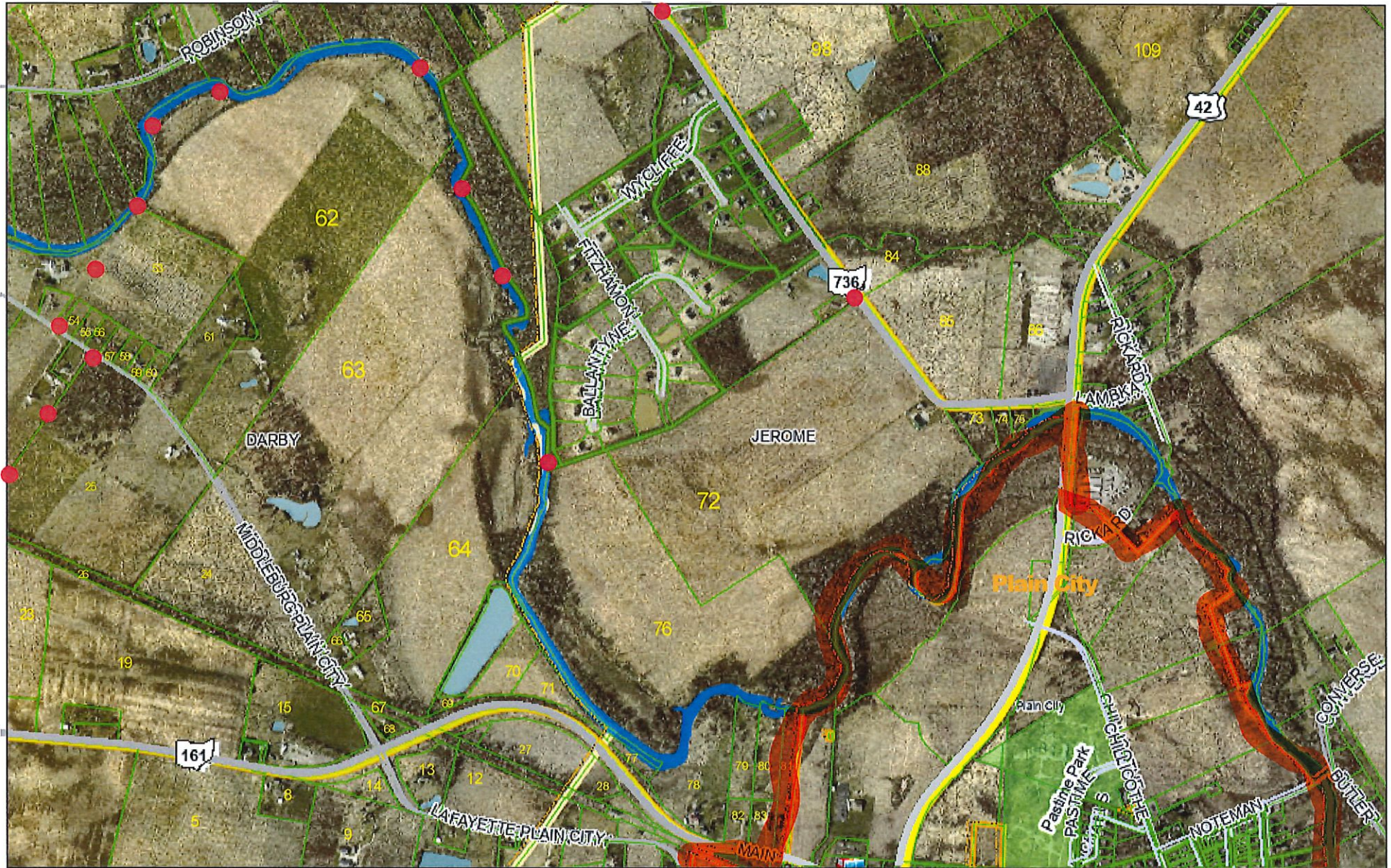




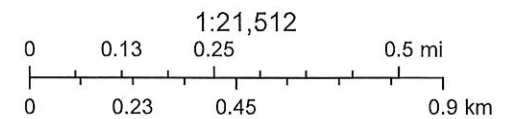


Orange lines mark Plain City Village limits as of 9-1-2023

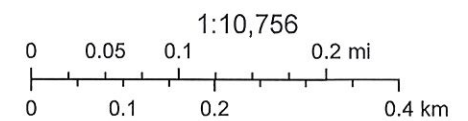


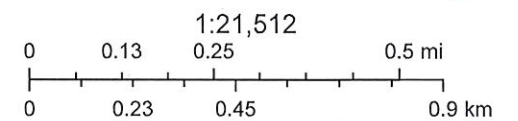
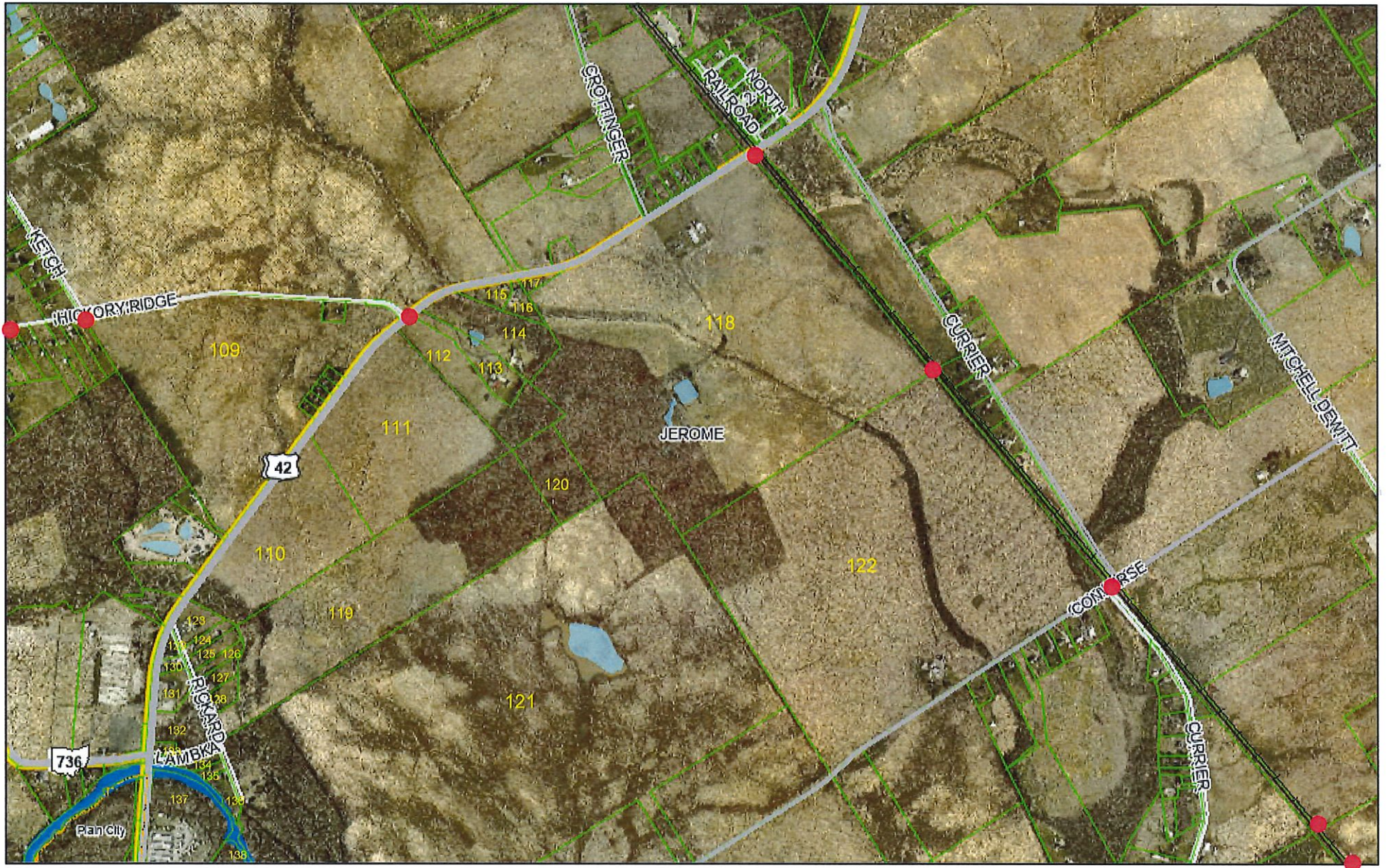


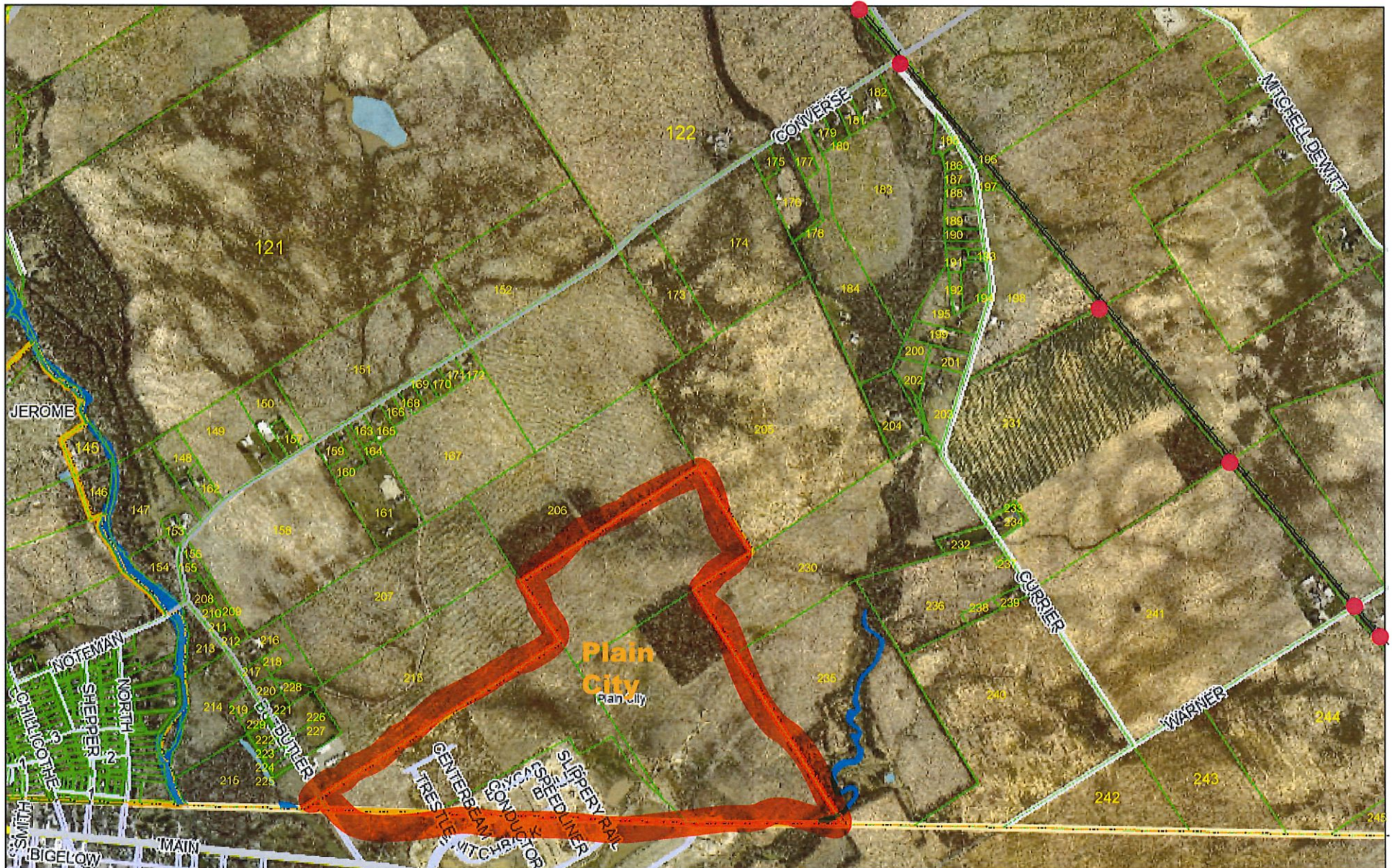
Orange highlights mark boundary of Plain City Village limits as of 9-1-2023



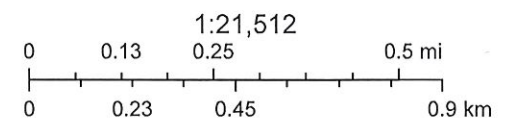
Map D







Orange highlighted line marks Plain City Village limits as of 9-1-2023



Union County Parcel Numbers		Split?
1	41-0019002.0000	
2	41-0019005.1010	
3	41-0019005.0010	
4	41-0019002.1000	
5	41-0019007.1000	
6	41-0019008.0010	
7	41-0019007.1000	
8	41-0019007.0000	
9	41-0019008.0000	
10	08-0019009.0000	
11	08-0019010.0000	
12	08-0019015.0000	
13	41-0019017.0000	
14	41-0019032.3000	
15	41-0019032.0000	
16	41-0019033.0000	
17	41-0019032.2000	
18	41-0019032.1000	
19	41-0019034.1000	
20	41-0019005.2010	
21	41-0019034.0000	
22	41-0019035.0000	
23	41-0019036.0000	Y
24	41-0019025.0000	
25	41-0019031.0000	Y
26	41-0018034.0000	
27	08-0019021.0000	
28	15-0018020.0000	
29	15-0018020.1000	
30	15-0018040.0000	
31	15-0018040.3000	
32	15-0018040.2000	
33	15-0018019.2000	
34	15-0018019.0000	
35	15-0018019.1000	
36	08-0019011.0000	
37	08-0019039.0000	
38	08-0019012.0010	
39	15-0018014.0000	
40	15-0018012.0000	
41	15-0018010.0010	
42	15-0018007.0010	
43	15-0018006.0000	
44	15-0018005.0000	
45	15-0018004.1000	
46	15-0018041.0000	

47	15-0018004.0000	
48	15-0018003.0000	
49	15-0018002.0000	
50	15-0018016.0000	
51	15-0018013.0000	
52	15-0018015.0000	
53	41-0019027.0010	Y
54	41-0019027.7000	
55	41-0019027.6000	
56	41-0019027.5000	
57	41-0019027.4000	
58	41-0019027.3000	
59	41-0019027.2000	
60	41-0019027.1010	
61	41-0019026.0000	
62	41-0019041.0000	
63	41-0019025.0000	
64	41-0019022.0000	
65	41-0019024.0000	
66	41-0019023.0000	
67	41-0019037.0000	
68	41-0019018.0000	
69	41-0019022.0010	
70	41-0019020.0010	
71	08-0019021.0010	
72	15-0018034.0000	
73	15-0019001.0000	
74	15-0019002.0000	
75	15-0019046.0000	
76	15-0018021.0000	
77	15-0018020.0010	
78	15-0018021.0000	
79	15-0018021.2000	
80	15-0018048.2000	
81	15-0018022.0000	
82	15-0018021.1000	
83	15-0018045.0000	
84	15-0016023.0000	
85	15-0019024.1000	
86	15-0019024.0000	
87	15-0016022.1000	
88	15-0016022.0000	
89	15-0019021.0000	
90	15-0019022.0000	
91	15-0019022.1000	
92	15-0019023.0000	
93	15-0016021.0110	

94	15-0016021.0010	
95	15-0016021.0000	
96	15-0016021.0100	
97	15-0016021.0130	
98	15-0016021.1100	
99	15-0016021.7000	
100	15-0016021.0120	
101	15-0016021.9000	
102	15-0016021.8000	
103	15-0016021.6000	
104	15-0016021.5000	
105	15-0016021.4000	
106	15-0016021.3000	
107	15-0016021.2000	
108	15-0016021.1000	
109	15-0017020.0010	
110	15-0019017.0000	
111	15-0017014.0010	
112	15-0017013.2000	
113	15-0017013.0010	
114	15-0017013.2010	
115	15-0017013.1010	
116	15-0017013.1000	
117	15-0007014.0000	
118	15-0020001.0000	
119	15-0019011.0000	
120	15-0019011.1000	
121	15-0019009.0000	
122	15-0020003.0000	
123	15-0019015.0000	
124	15-0019016.0000	
125	15-0019010.1000	
126	15-0019010.4000	
127	15-0019010.3000	
128	15-0019010.2000	
129	15-0019014.0000	
130	15-0019013.0000	
131	15-0019012.0000	
132	15-0019012.0010	
133	15-0019012.1000	
134	15-0019008.0000	
135	15-0019007.0000	
136	15-0019006.0000	
137	15-0018032.3000	
138	15-0018032.0000	
139	15-0017010.0000	
140	15-0017019.0000	

141	15-0017018.0000	
142	15-0017017.0000	
143	15-0017016.0000	
144	15-0017015.0000	
145	15-0018036.0000	
146	15-0018036.0010	
147	15-0019026.3000	
148	15-0019026.4000	
149	15-0019027.0000	
150	15-0019027.0010	
151	15-0019028.0000	
152	15-0019029.0000	
153	15-0019026.0000	
154	15-0019025.0000	
155	15-0019049.0000	
156	15-0019040.3000	
157	15-0019027.1000	
158	15-0019040.0000	
159	15-0019039.0000	
160	15-0019036.1000	
161	15-0019036.2000	
162	15-0019026.5000	
163	15-0019037.0000	
164	15-0019038.0000	
165	15-0019036.0000	
166	15-0019047.0000	
167	15-0019036.3000	
168	15-0019048.0000	
169	15-0019034.0000	
170	15-0019033.0000	
171	15-0019032.0000	
172	15-0019031.0000	
173	15-0020004.1010	
174	15-0020004.0000	
175	15-0020005.0000	
176	15-0020006.0000	
177	15-0020007.0000	
178	15-0020006.1000	
179	15-0020008.1000	
180	15-0020008.2000	
181	15-0020008.3000	
182	15-0020036.0000	
183	15-0020008.0010	
184	15-0020008.1010	
185	15-0020009.0000	
186	15-0020009.1000	
187	15-0025001.0000	

188	15-0025001.1000	
189	15-0025003.0000	
190	15-0025005.0000	
191	15-0025008.1000	
192	15-0025038.0000	
193	15-0025007.0000	
193.1	15-0025006.0000	
194	15-0025008.0000	
195	15-0025010.0010	
196	15-0025033.0000	
197	15-0025032.0000	
198	15-0025030.0000	
199	15-0025012.0010	
200	15-0025015.0000	
201	15-0025014.0000	
202	15-0025017.0000	
203	15-0025016.0000	
203.1	15-0025018.0000	
204	15-0021027.0010	
204.1	15-0025019.0000	
204.2	15-0021027.0020	
205	15-0021029.0000	
206	15-0021031.0000	
207	15-0021019.0000	
208	15-0019041.0000	
209	15-0019040.0010	
210	15-0019042.0000	
211	15-0019043.0000	
212	15-0019044.0000	
213	15-0019045.0000	
214	15-0021001.0000	
215	15-0021010.0000	
216	15-0021017.0000	
217	15-0021014.0000	
218	15-0021018.1000	
219	15-0021002.0000	
220	15-0021013.0000	
221	15-0021012.0000	
222	15-0021004.0010	
223	15-0021006.0000	
224	15-0021007.0000	
225	15-0021008.0000	
226	15-0021011.1000	
227	15-0021011.0000	
228	15-0021018.2000	
229	15-0021003.0000	
230	15-0021026.0000	

231	15-0025029.0000	
232	15-0021026.1000	
233	15-0025039.0010	
234	15-0025027.0000	
235	15-0021024.0000	
236	15-0021022.0000	
237	15-0021023.0000	
238	15-0021022.2000	
239	15-0021022.1000	
240	15-0021021.0000	
241	15-0025026.0000	
242	15-0021020.0000	
243	15-0025021.0000	
244	15-0025023.0000	
245	15-0025023.1000	



MEMORANDUM

To: Members of the Village of Plain City Council

From: Haley Lupton, Village Administrator

Date: September 7, 2023

RE: Ordinance 23-2023: Establishing a Moratorium on the Processing and Issuance of Any Certificates of Appropriates for the Uptown Plain City Historic District With Limited Exceptions

Background:

At the direction of the Village of Plain City Council, staff has drafted legislation to enact a moratorium on the process by which Certificates of Appropriateness are reviewed and issued for structures within the Uptown Plain City Historic District. The moratorium has been proposed in order to provide staff and legal counsel adequate time to research and formulate comprehensive updates to Chapter 1327 of the Codified Ordinances, the Historic District code section.

The proposed moratorium includes limited exceptions; specifically, that the fast-track approval process listed in Section 1327.10.1 of the code remain in effect and, as such, those applications meeting the criteria of Section 1327.10.1 may be administratively reviewed and approved. Additionally, provisions within Section 1327 related to signage will also be maintained as an exception to the moratorium. Applications that meet that criteria will continue to be reviewed by the Design Review Board for the duration of the moratorium. These exceptions are included to prevent unnecessary hardship and adversity on existing and future businesses in the Uptown area.

If passed, the moratorium would be in effect for a total of six months with provisions that Council may extend or revoke the moratorium at their discretion. Furthermore, all pending applications for a Certificate of Appropriateness are permitted to be reviewed and processed by the existing standards. Only applications that are received after the effective date of the moratorium would fall within its parameters.

Objective:

To approve legislation to enact a moratorium on the processing and issuance of Certificates of Appropriateness with limited exceptions.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A MORATORIUM ON THE PROCESSING AND ISSUANCE OF ANY CERTIFICATES OF APPROPRIATENESS FOR THE UPTOWN PLAIN CITY HISTORIC DISTRICT WITH LIMITED EXCEPTIONS

WHEREAS, the Village of Plain City Council has received several appeals of decisions made by the Uptown Plain City Historic District Design Review Board in regards to certain Certificate of Appropriateness applications; and

WHEREAS, through the course of reviewing the appeals and subsequent discussion, Council has determined the need for comprehensive amendments to Chapter 1327 of the Plain City Codified Ordinances in order to revise the procedure in which Certificate of Appropriateness applications are processed and issued; and

WHEREAS, such a comprehensive amendment to Chapter 1327 will require extensive time and research, such that Council has determined the need to take measures to provide staff and legal counsel adequate time to complete said goal; and

WHEREAS, Council has deemed it necessary and appropriate to establish a moratorium, with limited exceptions, on the processing and issuance of Certificates of Appropriateness according to Chapter 1327 of the Plain City Codified Ordinances; and

WHEREAS, Council has further deemed it necessary and appropriate that such a moratorium be effective for a period of six (6) months.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. Council hereby establishes a moratorium on the processing and issuance of any Certificates of Appropriateness, with the exceptions listed in Section 2 of this Ordinance, in order to allow Council, the Village staff, and legal counsel proper time to review and recommend comprehensive amendments to Chapter 1327 of the Plain City Codified Ordinances.

Section 2. The exception to Section 1 of this Ordinance are those items currently subject to administrative fast track approval pursuant to Plain City Codified Ordinances Section 1327.10.1. In addition, sections as they relate to signage in the Plain City Codified Ordinances Section 1327 are also exempt from Section 1 of this Ordinance and applications for the installation of such signage may still be considered by the Design Review Board.

Section 3. Any currently pending Certificate of Appropriateness applications shall be reviewed in accordance to the process set forth in Chapter 1327 of the Plain City Codified Ordinances and are not subject to the provisions of this Ordinance.

Date: _____, 2023

Clerk of Council



MEMORANDUM

To: Members of the Village of Plain City Council
From: Linda Granger, Director of Parks & Recreation
Date: August 24, 2023
RE: Resolution 28-2023: Authorizing and Implementing the Pastime Park Campground Rules Policy

Background:

The Village of Plain City staff has determined a need to implement policies and procedures to aid in the execution and management of various administrative tasks. As part of this initiative, staff has drafted a policy to guide the effective operation of the Pastime Park Campground. The policy includes rules and terms that guests and visitors of the Campground must abide by during their stay. The policy draft was brought to the attention of the Parks & Recreation Committee at their regular meeting on July 11, 2023. During review and discussion, the Committee provided several suggestions to be included in the Policy. Those suggestions have been added and highlighted within the final draft as attached to Resolution 28-2023.

Upon final review and discussion, the Committee unanimously agreed to recommend Council adopt the Pastime Park Campground Rules Policy. The final draft of the Pastime Park Campground Rules Policy is presented in the form of "Exhibit A" as attached to Resolution 28-2023.

Objective:

To set forth a policy to guide the effective and successful operation of the Pastime Park Campground, and to include rules for guests and visitors within the Campground. Such policy will be known as the Pastime Park Campground Rules Policy and shall reside within the Policy & Procedure Manual.

Recommendation:

Staff recommends Council approve Resolution 28-2023 at the second reading on September 11, 2023.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND IMPLEMENTING THE PASTIME PARK CAMPGROUND RULES POLICY

WHEREAS, the Village of Plain City Council desires to form a Policy & Procedure Manual in which the operations of Plain City are defined as it relates to various Village administrative tasks and endeavors; and

WHEREAS, a policy designed to assist and guide the Village administration in the operation of the Pastime Park Campground, and to include rules for guests of the Campground, is necessary and shall be known as the Pastime Park Campground Rules Policy; and

WHEREAS, staff recommends that the proposed Pastime Park Campground Rules Policy, as shown in Exhibit A attached hereto and incorporated herein, be adopted as part of the Policy & Procedure Manual.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village Council hereby approves and authorizes the implementation of the Pastime Park Campground Rules Policy, as identified in Exhibit A, and attached hereto and incorporated herein.

Section 2. The Village Administrator is hereby authorized and directed to take any required subsequent action, in accordance with the responsibilities and authority set forth in the Charter, for the Pastime Park Campground Rules Policy.

Section 3. This Resolution shall be effective from and after the earliest period provided by law.

Passed: _____, 2023.

Attest: _____
Clerk of Council

Mayor

First reading: _____, 2023. Vote: yea nay abstain

Second reading: _____, 2023. Vote: yea nay abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; being in the Village of Plain City, Ohio, and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023

Clerk of Council



POLICY & PROCEDURE MANUAL

TO: Village of Plain City Employees

FROM: Haley Lupton, Village Administrator

SUBJECT: Pastime Park Campground Rules, Section 4.1

ADOPTION DATE: September 11, 2023

First revision.

PROPONENT: Office of the Village Administrator

TABLE OF CONTENTS

1. PURPOSE3

2. RESPONSIBILITY AND AUTHORITY3

 A. Director of Parks & Recreation.....3

 B. Parks & Recreation Assistant.....3

 C. Parks & Recreation Committee3

3. POLICY3

 A. General Provisions.....3

 B. Campground Policies..... 4

 C. Vehicle Policies7

 D. Pet Policies7

 E. General Park Policies8

 F. Winter Camping Guidelines (November – March).....9

1. PURPOSE

To establish the rules and policies in which tenants of the Pastime Park Campground are to adhere to while staying at the Campground.

2. RESPONSIBILITY AND AUTHORITY

- A. **Director of Parks & Recreation** – It is the responsibility of the Director of Parks & Recreation to:
 - (1) Monitor and maintain the operations of the Pastime Park Campground to ensure adherence to the policies set forth herein;
 - (2) Other responsibilities as assigned by the Village Administrator;
 - (3) Delegate responsibilities, as needed, to the Parks & Recreation Assistant.
- B. **Parks & Recreation Assistant** – It is the responsibility of the Parks & Recreation Assistant to:
 - (1) Assist in the daily operation of the Pastime Park Campground in adherence to this Policy;
 - (2) Other responsibilities as assigned by the Director of Parks & Recreation.
- C. **Parks & Recreation Committee** – It is the responsibility of the Parks & Recreation Committee to:
 - (1) Review the Pastime Park Campground Rules and, as needed, formulate proposed changes;
 - (2) When necessary, formalize a recommendation of proposed changes to the Pastime Park Campground Rules and forward such recommendation to the Director of Parks & Recreation and Village Administrator to be presented to the Village Council.

3. POLICY

- A. **General Provisions**
 - (1) Campground management, Village of Plain City staff, and Law Enforcement reserves the right to eject or refuse service to any camper or visitor not conforming to the best interest of the Campground. Ejection from the Campground may result in the loss of camping fees.
 - (2) Campground permits issued by the Village of Plain City are temporary licenses for the use of Campground facilities and may be revoked for any violation of Park/Campground policies and rules. Pastime Park Campground is located in a public park and the Campground staff emphasizes the importance of maintaining the Campground in excellent condition for visitors and residents.
 - (3) Cancellations may be requested online through the link in the reservation confirmation email or by calling 614-873-3527 ext. 108. The following rules and fees set forth herein apply when requesting a cancellation.
 - (4) Credits or refunds are not given due to the discomforts of nature. The Pastime Park Campground cancellation policy varies depending on the timing of the cancellation request in regards to the reservation date.

(5) Cancellations:

- a. 14+ Days: Refund less \$3/day cancellation fee OR full refund issued in camp credit.
- b. 3 – 13 Days: Refund less \$5/day cancellation fee OR full refund issued in camp credit.
- c. 0 – 2 Days: Full reservation forfeited.

(6) Holidays:

- a. A minimum 3-night stay is required for holidays (Memorial Day weekend, 4th of July, and Labor Day weekend).

B. Campground Policies

(1) Reservations:

- a. Reservations may only be made by persons over the age of 18.
- b. All children staying at the Campground under the age of 18 must be accompanied by an adult. Parents or guardians are financially responsible for any and all damage caused by children.

(2) Check-In:

- a. Check-in is at 3:00 PM EST and entitles guests to the site until 1:00 PM the day of check-out.
- b. Early check-in is not permitted without prior approval. Staff will not ask a current guest to leave so that you can check-in early.
- c. If you will be arriving in the area early, please make arrangements until your site opens at 3:00 PM. The Campground does not contain a waiting area for early check-ins.
- d. Late check-ins are allowed until 10:00 PM. Any arrivals after 10:00 PM will need prior approval from the Campground Office. The Campground does not have a gate, or use registration tags. Please notify the Campground Office or Camp Host if your ETA is after sunset.

(3) Check-Out:

- a. Check-out time is by 1:00 PM EST.
- b. If you need extra time, notify the Campground Office or Camp Host as soon as possible to see if extra time can be granted.
- c. If you wish to extend your stay, check with the Campground Office or online booking website prior to the 1:00 PM check-out time. Do not assume your site will be available.
- d. Unattended RV's remaining on-site past 1:00 PM on the scheduled check-out day will incur additional camping fees and risks being towed and impounded at the owner's expense.
- e. Turn off the water spigot and electric breakers prior to leaving. Sites #39 – 56 are required to leave 20-amp breaker in the "on" position.
- f. Please return picnic tables to the proper location. Sites #1 – 38, #57 – 60 are required to place the picnic tables near the fire rings or in between sites. Sites #39 – 56 are required to place picnic tables on the graveled table pad.

- g. Pick-up and dispose of all trash and litter prior to your departure. Do not leave trash of any kind, including cigarette butts, in the fire rings. Excessive site clean-up by Park Staff may result in a site cleaning fee that will be charged to the registered customer at a rate of \$40/hour (one hour minimum).

(4) Site Parking:

- a. Park the camper parallel to the water and electric utility pedestals, staying as close as reasonably possible to the utilities while considering camper slide-outs. Slide-outs should not extend past the line of utilities.
- b. Notify the Campground Office or Camp Host if there are any issues with the site (positioning, water, electric, etc.).

(5) Site Changes:

- a. Guests have been assigned a specific site, if you wish to move, please check with the Campground Office. Due to reservations and maintenance, moving may not be possible. Please inquire before moving sites.

(6) Site Clean-Up:

- a. Guests are expected to clean-up the site prior to departure. Any sites with excessive amounts of trash left behind will be charged a \$40 clean-up fee.

(7) Non-Residency:

- a. The Campground address **shall not** be used as an address for any legal documents or verification of residency under any circumstances, with no exceptions, including residency verification for school district enrollment.
- b. Pastime Park Campground address **shall not** be used as a mail delivery address, and the Campground will not accept mail or deliveries for Campground guests. (Campers may set up a PO Box with the local post office for mail needs.)

(8) Sub-Leasing:

- a. Subletting or subleasing is not permitted for any campsite at Pastime Park Campground.

(9) Black and Gray Tank Dump:

- a. A dump station is available for guest use south of the Campground at any time during your stay, at no charge to the guest. If you are not camping at Pastime Park Campground, a \$5 fee per use shall be charged. Several gray water stand dump stations are available in the middle of the Campground (green space north of restrooms, near site #18, and near site #42).
- b. Under no circumstances are guests permitted to dump any gray and black tanks anywhere other than the dump station. Any violations of this may result in ejection from the Campground without a refund.

(10) Mobile Dump Service:

- a. While there are no sewer connections at the sites (except sites #39, 40, and 41), Campground staff has arranged for a mobile septic service to be available to pump out guest holding tanks once a week, each Monday, for \$40.

- b. Miller's Portables accepts cash or check, and payment may be dropped-off at the Campground Office by 9:00 AM, Monday morning, to get on the list (drop off inside the Campground Office, or in the drop box by the front door in an envelope with guest last name and site #).
- c. If you leave your bay that contains the valves for the tanks unlocked, you do not have to be "home" when the truck arrives.
- d. If you require the service more than once a week, you can arrange a second dump by contacting Miller's Portable at 614-873-1051. The charge is typically more than the normal \$40.

(11) Open Fires:

- a. Open fires are not permitted in the Pastime Park Campground. Fires must be in the designated fire rings. Each regular site has a fire ring provided. Do not allow fires to go unsupervised at any time, fully extinguish them before leaving the premises. Please do not burn or leave trash (including cigarette butts) in the fire rings.
- b. Please leave fire rings where they are located. Guests may move them to get into the site if needed, but please place them in the original location in order to preserve the grass and appearance of the Campground. If guests require assistance, please contact the Camp Host.
- c. Please don't bring firewood from home or from another forest to your next campsite. Instead, you can buy it where you burn it (Campground Office). Self-serve firewood is available by calling the number located on the wood shed. \$5 per bundle.

(12) Site and Park Navigation:

- a. Please be respectful of neighbors and do not walk between sites when navigating the park. Please use main roads, sidewalks, and designated public paths to walk around the campground. Vehicles are prohibited in the grass of the primitive tent area and on the walking path.

(13) Rugs / Canopies:

- a. Rugs bigger than 3' x 2' are not permitted as it kills the grass and staff desires to maintain the quality and appearance of every site for current and future guests.
- b. Canopies or screenhouses are permitted but must be securely anchored.

(14) Safety and Emergencies:

- a. If guests observe any activity that are believed to be of concern, please call the Campground Office at (614)-873-3527 ext. 108. No soliciting is allowed.
- b. If guests have cause for concern and need police assistance, the non-emergency number for Plain City Police Department is (614)-873-4321.
- c. In the event of an immediate emergency, please call 911.
- d. Any type of public disturbance will not be tolerated, including disorderly conduct, loud noise, or any other disturbance affecting other campers. Such disturbance may result in the camping permit being revoked, and all parties shall immediately make plans to vacate their campsite and Pastime Park.

- e. Alcohol use is prohibited in the Campground and in Pastime Park.
- f. Refusal or failure to vacate the campsite as directed by staff or law enforcement may result in criminal trespassing charges being filed.
- g. Any refusal or failure to remove vehicles or campers may result in those vehicles or campers being removed from the premises by a towing company at the owner's expense.
- h. Any refusal or failure to remove personal property will result in those items being removed and discarded by staff during the next business day. Excessive site cleanup will be charged to the registered customer at a rate of \$40/hour (one hour minimum).
- i. If the violating parties are required to leave, the Village of Plain City/Pastime Campground will ban the parties involved from camping at Pastime Campground immediately and at any time in the future. Removal of this ban is subject to approval from Village of Plain City administration and law enforcement.
- j. If parties are made to leave the campground due to any type of public disturbance, no refund of camping fees will be made under any circumstance.

C. Vehicle Policies

(1) Parking:

- a. Parking of any vehicle, trailer, or boat in an adjacent site is prohibited. Use of more than one site will result in additional charges for the site used.
- b. Each paid guest registration covers one (1) RV per site and one (1) vehicle per site unless otherwise noted. Extra vehicles are required to be parked in the designated parking areas near the restrooms or at the front entrance. Ruts caused in sites due to additional vehicles will result in damage fees being charged.
- c. **Parked vehicles must not encroach on any of the roadways.** Do not park in sites that you did not register for and do not block any of the Campground facilities or buildings.
- d. Parking on the grass is not permitted in the primitive tent area, guests must use the designated parking lot.

(2) Speed Limit:

- a. The park speed limit is 5 mph. This policy is to keep guests, children, and pets safe. Exceeding this speed limit will result in a warning. More than one warning may result in being asked to leave without a refund. Safety is staff's number one priority for all guests.

(3) Golf Carts and Other Vehicles:

- a. Street legal golf carts are allowed on the premises. ATVs, dirt bikes, etc. are not permitted to be used on the premise.

D. Pet Policies

(1) Pets Allowed:

- a. Domesticated dogs and cats are allowed in the Campground. Any other types of pets require approval from Campground staff prior to your arrival.

(2) Leash:

- a. Guests must keep all pets on a leash or tie out at all times when outside the camper or tent. This helps guests, pets, and other guests and their pets stay safe. Pets are not permitted in the playground area or restrooms, with the exception of Certified Service Animals. Proof of Service Animal qualification may be required by staff.

(3) Cleaning Up After Pets:

- a. Be a good neighbor and always clean-up after your pet. Do not leave pet waste on any site. Failure to clean up after pets will result in guests being asked to leave without a refund. Site cleanup for pet waste will be charged to the registered customer at a rate of \$40/hour (one hour minimum).

(4) Leaving Pets Unattended:

- a. Pets may not be left unattended in the Campground. Please do not tie any pet to a tree and leave. Leaving pets unattended is dangerous for the pet as many factors including weather, power outages, etc. can affect your pet's well-being while you are away.

(5) Pet Vaccinations:

- a. Due to insurance requirements, all pets in the Campground must be up-to-date on vaccinations and shots. Proof of vaccination must be produced if requested by Campground staff.

(6) Barking:

- a. Excessive barking is not tolerated. Please note that excessive barking may result in guests being asked to leave without a refund.

E. General Park Policies

(1) Severe Weather:

- a. In case of severe weather, seek shelter in the restrooms. Signs for shelter areas are posted. Pets are allowed in the restrooms during severe weather warnings.

(2) Restrooms / Showers:

- a. For the comfort of all guests, restrooms are open 24/7. We ask for guests' assistance in maintaining the restrooms clean. Guest under the age of 18 are required to have adult supervision in the bathrooms and showers. Pets are not permitted in the restrooms except during severe weather emergencies.

(3) Playground:

- a. The playground opens at 9:00 AM after quiet time and closes at dusk. Anyone under the age of 18 must be supervised in this area and all areas of the Campground at all times. Alcohol and food are not permitted inside the playground area. Loud music, glass, and rough play are not permitted at the playground. Failure to follow these rules may result in guests being asked to leave without a refund.

(4) Quiet Time Policies:

- a. Quiet time is 10:00 PM to 9:00 AM. Anyone playing loud music will be warned only once and then asked to leave without a refund.

(5) Trash Disposal:

- a. Dumpsters are located throughout the Campground. Please tie trash bags completely closed and put all trash completely in the trash container. If the first can is full, please find another container. Please do not place trash on the ground. Do not dispose of wires, oil, furniture, mattresses, or any toxic waste or chemicals in Campground trash cans.

(6) Clotheslines:

- a. Clotheslines are not permitted in the Campground.

(7) Alcohol:

- a. Pastime Park Campground is located in a public park. Due to this, alcohol is not permitted.

(8) Fireworks:

- a. Fireworks are strictly prohibited in the Campground. The prohibition of fireworks includes sparklers, smoke bombs, aerals, and firecrackers. If these items are seen being used, guests will be asked to leave immediately without a refund.

(9) Firearms:

- a. Only qualified adults may carry firearms, as defined by Ohio Revised Code Section 2923.11, within the park. No person except law enforcement officers, shall discharge or otherwise use a firearm of any description within the park. No person, except law enforcement officers, may carry firearms inside any government building within the park. All individuals who carry firearms within the park are expected to be familiar with and shall comply with all state and local laws concerning the possession of firearms.

F. **Winter Camping Guidelines (November – March)**

(1) Dumping Holding Tanks:

- a. While there are no sewer connections at the sites (except Sites 39, 40 & 41), staff has arranged for a mobile septic service to pump out holding tanks once a week, **each Monday**, at no charge. If guests leave their bay that contains the valves for the tanks unlocked, guests do not have to be "home" when the truck arrives. If guests require the service more than once a week, guests can arrange a second dump by contacting Miller's Portable at 614-873-1051. The Campground dump station will remain open and available for registered campers at no charge.

(2) Water:

- a. The Campground hydrants are "frost-proof", which means they are designed to not freeze. Staff will also have these wrapped with heat tape as a secondary precaution. **Campers are responsible to assure the supply hose and RV connections do not freeze.** Staff highly recommends using a

manufactured heated hose, and not one you try to create. Make sure the thermostat for the hose is exposed to the weather, or it will not work properly. Heated hoses are available from RV supply stores & on-line. Another option is to fill the on-board fresh water tank, then disconnect and drain your supply hose and shut off the hydrant.

- b. If guests leave for more than 24 hours, guests **MUST** disconnect the water supply (hose from hydrant) and shut off the water hydrant. Failure to do so could result in a cracked hydrant, and guests will be charged the cost of repair. The cost is typically \$450.00 for the hydrant and labor to install.

(3) Heaters:

- a. If guests do not have a 4-season camper, the bays that contain the water inlet, filters, and water pump will need to be heated to avoid freezing. If the bays are not heated by furnace ducts, then small ceramic space heaters or "trouble lights" with a high wattage incandescent bulb (75-100) work as well.
- b. If the RV is so equipped, guests will need to turn on the tank heaters (sometimes called "arctic packs") to prevent freezing. Such heaters are available as after-market accessories from RV supply companies. Portable space heaters can also be used under the RV to keep tanks and supply lines from freezing. Please follow all safety directions for the use of all space heaters.
- c. For those with 4-season (heated undercarriage) RV's: Guests **must** use the propane heated furnace to keep tanks from freezing, per the manufacturer's recommendation. Details on getting propane delivered to the site are listed below.
- d. **Please** plug all exterior electric space heaters used in bays, or under the RV, into the 20-amp service outlets on the pedestal. This will reduce the likelihood of overloading the RV's 30-amp or 50-amp service.

(4) Skirting:

- a. If you are staying long term through the winter, skirting the RV is highly recommended to prevent heat loss from the interior and from tank heaters. Skirting must be maintained and kept in good condition. YouTube has a lot of videos detailing materials and methods for effectively skirting an RV. Remember, it's only necessary to raise the temperature under the RV to 35 - 40 degrees. Your chosen method will be determined by expected temperatures and the length of your stay.

(5) Additional Insulation:

- a. A common way to insulate windows, roof vents and air conditioner units, is with "Reflexitix", a thin and lightweight bubble wrap type material with foil on each side. This material is available at building/hardware suppliers, some RV suppliers, and online.

(6) Vehicles / Additional Notes:

- a. A maximum of two (2) vehicles are permitted at each site. Vehicles **MUST** be parked on the gravel area on the site, or in overflow lots. No additional

boats, motorcycles, wave runners, etc., are allowed on sites. If the grass on a site is damaged from parking, the responsible party will be assessed a remediation fee for staff to repair the site, including the cost of soil, grass seed, and labor at \$40.00/hour.

(7) Dump Service:

- a. Although the Village pays for guest's RV to be dumped once a week, please note that if guests do not heat/insulate the RV undercarriage and ensure the service has full access to tanks and that tank ports are not frozen, the dump service will NOT be able to complete the dump. We suggest that guests purchase insulative products to keep the tank connection free of frost, ice, and other winter debris. The Village will not be responsible for the inability of the dumping service to perform its service during the winter season.

(8) Propane:

- a. Cold weather means the furnace will run often and burn a lot of propane (LP). Travel trailers and 5th wheel RV's normally have portable LP tanks. Listed below are LP service providers that can fill these for guests. Motorhomes normally have on-board tanks. Union Propane (info below) may provide mobile service to fill these on site. Call them to discuss. Motorhome owners may also install an adapter to allow connecting to an external portable tank. These are available from RV supply stores or online.
- b. If guests are making arrangements for a larger propane tank to be installed on site (larger than 30 gal.) guests **MUST** meet with the Parks & Recreation Assistant or the Parks & Recreation Director to receive approval for placement. Please tell the provider that you are staying at Pastime Campground – Village of Plain City. Guests will contract directly with the provider, but the provider is required to know that the Village is the land owner.

(9) Propane Providers:

- a. Suburban Propane, Marysville: 614-487-6400 - Can set up and service large tanks (120 gallon) on-site.
- b. Amerigas: 614-623-3814 - Can set up and service large tanks (120 gallon) on site.
- c. Plain City Ace Hardware: 614-873-8211 - 20# LP tank exchange.
- d. Washington's Do It Best Hardware: 614-873-8113 - 20# LP tank exchange.
- e. Matheson Valley Propane: 614-873-4695 - 20# LP tank exchange.

(10) RV Servicers (not a complete list):

- a. Happy Traveler Mobile RV Repair: (Spencer Thompson) 740-272-1885
happytravelermobilerepair@gmail.com
- b. Retired Veteran Repair Service: (Greg Knoblock) 614-439-6471
rvrs_llc@yahoo.com
- c. Colerain Family RV, Delaware: 740-548-4068
- d. Mark Wahlberg Airstream & RV, Columbus: 614-279-8880

- e. RCD RV Super center, Delaware: 740-362-1441



MEMORANDUM

To: Members of the Village of Plain City Council

From: Haley Lupton, Village Administrator

Date: September 7, 2023

RE: Ordinance 24-2023: Rezoning of 3.82 +/- Acres at 225 Guy Avenue, Parcel #04-00230.000, from Restricted Industrial District ("I1") to Community Business District ("B2")

Background:

The Village of Plain City received an application for rezoning the approximately 3.82 acres at 225 Guy Avenue, parcel #04-00230.000, from property owner Critser & Greiner Investments LLC. The current zoning classification is Restricted Industrial District ("I1") and the applicant is requesting a rezoning to Community Business District ("B2"). The rezoning includes three parcels however the aforementioned parcel number refers to all three parcels per the Madison County Auditor's Office. Currently, the parcel is the site of the former Skiff Craft Boat company location. The applicant is requesting the rezoning to the "B2" classification to allow businesses to operate that are permitted within a "B2" zoning district.

The Planning & Zoning Commission's review of the rezoning application for the property took place during the meeting on July 19, 2023. The Commission heard comments from the applicant and staff during its review of the application. Upon review and discussion, the Commission unanimously voted to recommend approval of said rezoning application.

Objective:

To approve the rezoning of the 3.82 +/- acres at 225 Guy Avenue from the Restricted Industrial District ("I1") zoning classification to the Community Business District ("B2") zoning classification.

Recommendation:

Staff recommends Council approve Ordinance 24-2023 at the second reading on September 25, 2023.

ORDINANCE NO. _____

AN ORDINANCE REZONING 3.82 +/- ACRES AT 225 GUY AVENUE, PARCEL #04-00230.000, FROM RESTRICTED INDUSTRIAL DISTRICT ("I") TO COMMUNITY BUSINESS DISTRICT ("B2")

WHEREAS, Critser & Greiner Investments LLC owns parcel #04-00230.000 as identified by the Madison County Auditor's Office, located at 225 Guy Avenue; and

WHEREAS, the property owner has submitted an application for rezoning the parcel to Community Business District ("B2"); and

WHEREAS, on July 19, 2023, following its duly advertised public hearing, the Planning and Zoning Commission unanimously voted to recommend to the Village Council the approval to rezone the property to Community Business District ("B2"); and

WHEREAS, the Village Council has reviewed the rezoning application and considered the recommendations of the administration and Planning and Zoning Commission, and agrees that the proposed rezoning is consistent with the goals and objectives of the Village Council and administration.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The 3.82 +/- acres located at 225 Guy Avenue, parcel #04-00230.000, as identified by the Madison County Auditor's Office, is rezoned to Community Business District ("B2") pursuant to Chapter 1136 of the Village of Plain City Codified Ordinances.

Section 2. It is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be effective from and after the earliest period provided by law.

Passed: _____, 2023.

Attest: _____
Clerk of Council Mayor

First reading: _____, 2023. Vote: ____yea ____nay ____abstain

Second reading: _____, 2023. Vote: ____yea ____nay ____abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023

Clerk of Council



PZ-23-4

Rezoning or Zoning

Ordinance Amendment

Status: Active

Submitted On: 6/12/2023

Primary Location

225 GUY AV

Plain City, Ohio 43064

Owner


W OF OHIO INC


21 UNIVERSITY AVE NE


MINNEAPOLIS, MN 55413

Applicant

 Steven D. Bell, Pres.

 937-537-0324

 sbell324@hotmail.com

 20209 Barker Road
Marysville, Ohio 43040

P&Z Information

Notice Date

—

P&Z Review Date

07/19/2023

P&Z Recommendation

Approval

City Council Information

Date Notice Sent

—

Newspaper Notice Date

—

Ordinance Number

Public Hearing Date

09/11/2023

First Reading

09/11/2023

Second Reading

09/25/2023

🔒 Effective Date

—

🔒 Referendum Vote Date

—

Applicant Details

Applicant is the...?*

Other

Other*

Architect

Owner Name*

Critzer & Greiner Investments, LLC

Owner Address* ?

265 Jefferson Street

Owner Phone*

614-332-8846

Owner Email*

lucas@outdoor-fx.net

Application Information

Current Zoning District and Use ?

I1

Proposed Zoning District and Use ?

B2

Rezoning Type*

Commercial or Mixed Use

Parcel ID

04-00230.000

of Acres to be rezoned*

3.82

A description or statement of the present and proposed provisions of the Zoning Ordinance or the proposed change of the district boundaries of the Zoning District Map.*

The parcel currently is zoned I1, Restricted Industrial. Proposed rezoning B2 District to permit B2 commercial uses. The parcels directly to the north and east are currently zoned I1. The parcel to the west is also being proposed to be changed to B2.

A description, by map and text, of the property to be affected by the proposed change or amendment.*

Parcel 04-00230.000 proposing change from I1 to B2.

A statement of the relation of the proposed change or amendment to the general health, safety, and welfare of the public in terms of need or appropriateness within the area by reason of changed or changing conditions and the relation to appropriate plans for the area.*

The proposed change of Zoning would not affect the general health, safety or welfare of the public. B2 uses would be less abrasive than industrial uses.

A statement of the relation of the proposed change or amendment to the comprehensive plan.*

This area is not ideal for Industrial uses.

Applicant Signature

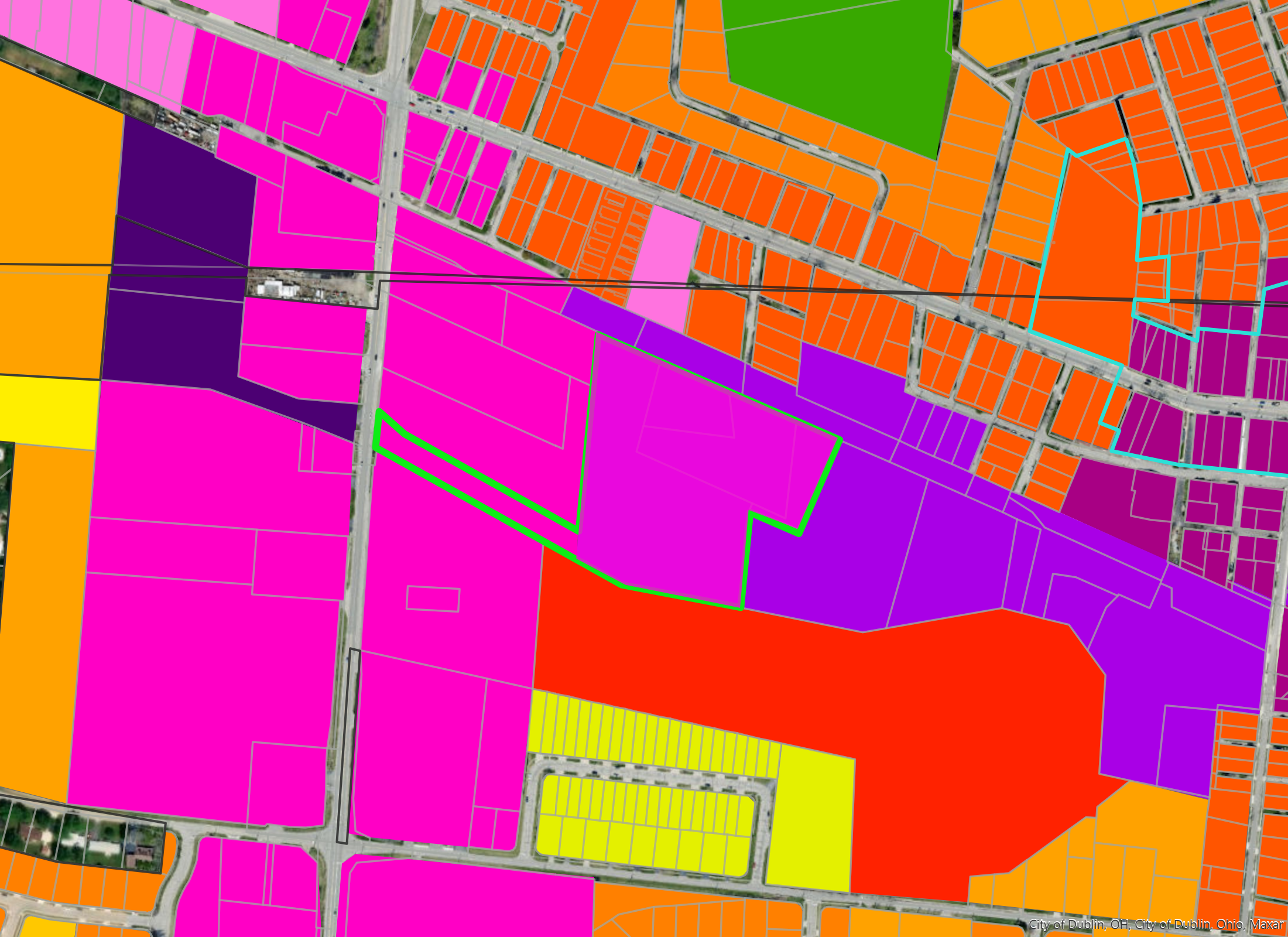
Digital Signature*



Steven Bell

Jun 12, 2023





Auditor Map



6/6/2023, 1:10:09 PM

Parcels

Blue: Blue

Blue: Blue

Blue: Blue

Blue: Blue

Blue: Blue

17270E726528N.ecw

17270E681648N.ecw

17270E647328N.ecw

17270E618288N.ecw

17165E618288N.ecw

16848E620928N.ecw

Red: Red

Red: Red

Red: Red

Red: Red

Red: Red

Red: Red

 Green: Green

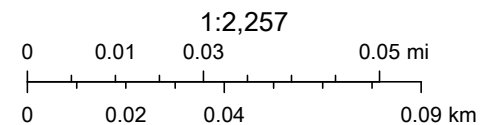
 Green: Green

 Green: Green

 Green: Green

 Green: Green

 Green: Green



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



MEMORANDUM

To: Members of the Village of Plain City Council

From: Haley Lupton, Village Administrator

Date: September 7, 2023

RE: Ordinance 25-2023: Rezoning of 6.94 +/- Acres at 265 Jefferson Street, Parcel #04-00503.001, from Restricted Industrial District ("I1") to Community Business District ("B2")

Background:

The Village of Plain City received an application for rezoning the approximately 6.94 acres at 265 Jefferson Street, parcel #04-00503.001, from property owner Critser & Greiner Investments LLC. The current zoning classification is divided between Restricted Industrial District ("I1") and Community Business District ("B2") and the applicant is requesting that the entire parcel be rezoned to Community Business District ("B2"). Currently, the parcel is the site of the business known as Outdoor-FX, Inc. The applicant is requesting the rezoning to the "B2" classification to create uniformity amongst the parcel.

The Planning & Zoning Commission's review of the rezoning application for the property took place during the meeting on July 19, 2023. The Commission heard comments from the applicant and staff during its review of the application. Upon review and discussion, the Commission unanimously voted to recommend approval of said rezoning application.

Objective:

To approve the rezoning of the 6.94 +/- acres at 265 Jefferson Street from the Restricted Industrial District ("I1") zoning classification to the Community Business District ("B2") zoning classification.

Recommendation:

Staff recommends Council approve Ordinance 25-2023 at the second reading on September 25, 2023.

ORDINANCE NO. _____

**AN ORDINANCE REZONING 6.94 +/- ACRES AT 265 JEFFERSON STREET,
PARCEL #04-00503.001, FROM RESTRICTED INDUSTRIAL DISTRICT ("I1") TO
COMMUNITY BUSINESS DISTRICT ("B2")**

WHEREAS, Critser & Greiner Investments LLC owns parcel #04-00503.001 as identified by the Madison County Auditor's Office, located at 265 Jefferson Street; and

WHEREAS, the property owner has submitted an application for rezoning the parcel to Community Business District ("B2"); and

WHEREAS, on July 19, 2023, following its duly advertised public hearing, the Planning and Zoning Commission unanimously voted to recommend to the Village Council the approval to rezone the property to Community Business District ("B2"); and

WHEREAS, the Village Council has reviewed the rezoning application and considered the recommendations of the administration and Planning and Zoning Commission, and agrees that the proposed rezoning is consistent with the goals and objectives of the Village Council and administration.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The 6.94 +/- acres located at 265 Jefferson Street, parcel #04-00503.001, as identified by the Madison County Auditor's Office, is rezoned to Community Business District ("B2") pursuant to Chapter 1136 of the Village of Plain City Codified Ordinances.

Section 2. It is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be effective from and after the earliest period provided by law.

Passed: _____, 2023.

Attest: _____
Clerk of Council

Mayor

First reading: _____, 2023.

Vote: ____yea ____nay ____abstain

Second reading: _____, 2023.

Vote: ____yea ____nay ____abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from _____, 2023 to _____, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2023

Clerk of Council



PZ-23-5

Rezoning or Zoning Ordinance Amendment

Status: Active

Submitted On: 6/12/2023





Primary Location

265 JEFFERSON ST
Plain City, Ohio 43064

Owner

CRISTER & GREINER
INVESTMENTS LLC
PO BOX 6 PLAIN CITY, OH
43064

Applicant

 Steven D. Bell, Pres.
 937-537-0324
 sbell324@hotmail.com
 20209 Barker Road
Marysville, Ohio 43040

P&Z Information

Notice Date

—

P&Z Review Date

07/19/2023

P&Z Recommendation

Approval

City Council Information

Date Notice Sent

—

Newspaper Notice Date

—

Ordinance Number

Public Hearing Date

09/11/2023

First Reading

09/11/2023

Second Reading

09/25/2023

🔒 Effective Date

—

🔒 Referendum Vote Date

—

Applicant Details

Applicant is the...?*

Other

Other*

Architect

Owner Name*

Critzer & Greiner Investments, LLC

Owner Address* ?

265 Jefferson Street

Owner Phone*

614-332-8846

Owner Email*

lucas@outdoor-fx.net

Application Information

Current Zoning District and Use ?

I1

Proposed Zoning District and Use ?

B2

Rezoning Type*

Commercial or Mixed Use

Parcel ID

04-00503.001

of Acres to be rezoned*

6.94

A description or statement of the present and proposed provisions of the Zoning Ordinance or the proposed change of the district boundaries of the Zoning District Map.*

This parcel is currently zoned I1 in the rear and a portion leading out to Jefferson Street is zoned B2. Parcels located to the west are zoned B2, Parcels to the north are B2 and I1. Parcels to the south are B2 and RU. This parcel is being proposed to be rezoned as B2 completely.

A description, by map and text, of the property to be affected by the proposed change or amendment.*

Parcel 04-00503.001 proposing change from I1 to B2.

A statement of the relation of the proposed change or amendment to the general health, safety, and welfare of the public in terms of need or appropriateness within the area by reason of changed or changing conditions and the relation to appropriate plans for the area.*

The proposed change of Zoning would not affect the general health, safety or welfare of the public. B2 uses would be less abrasive than industrial uses.

A statement of the relation of the proposed change or amendment to the comprehensive plan.*

This area is not ideal for Industrial uses.

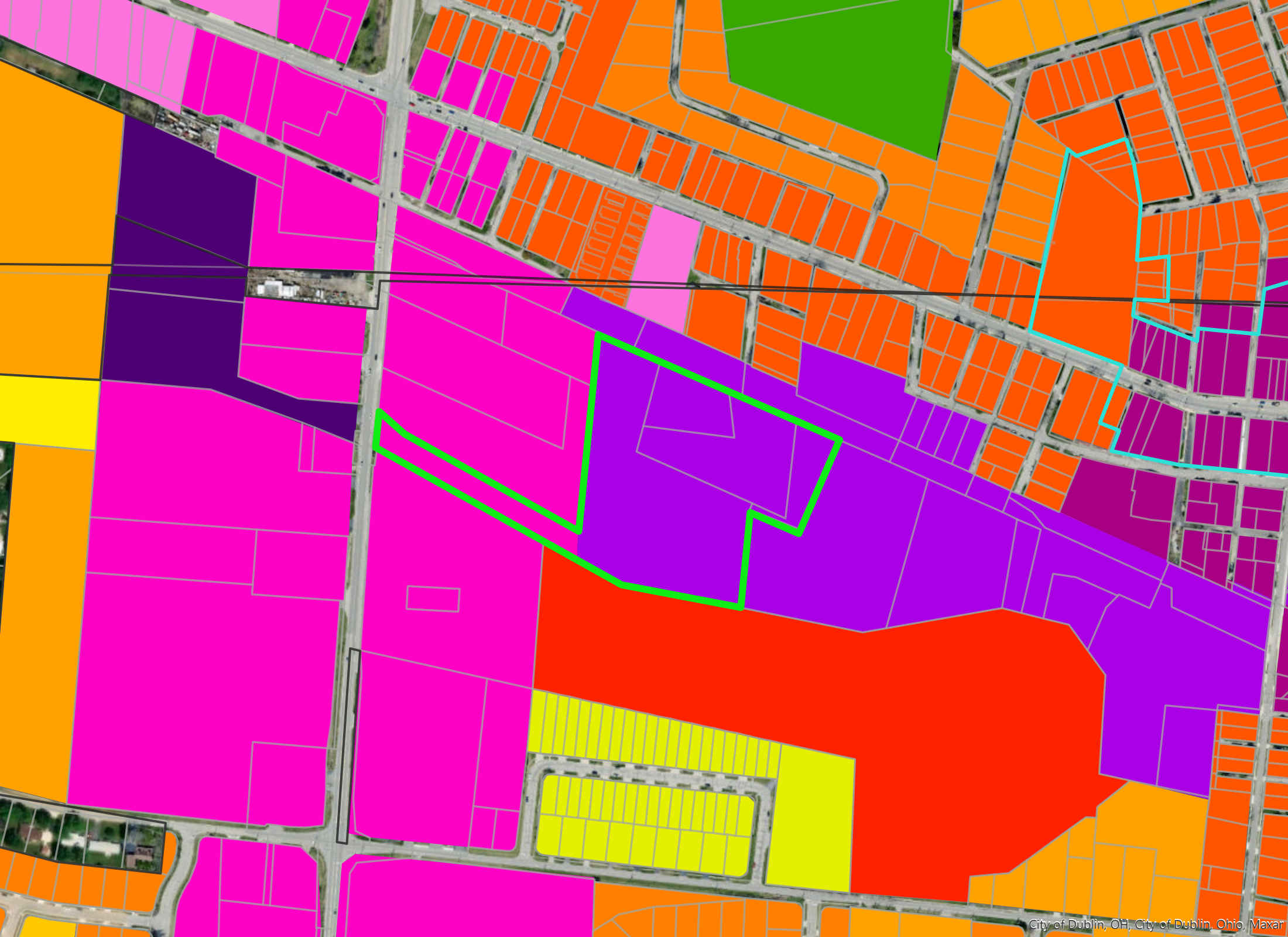
Applicant Signature

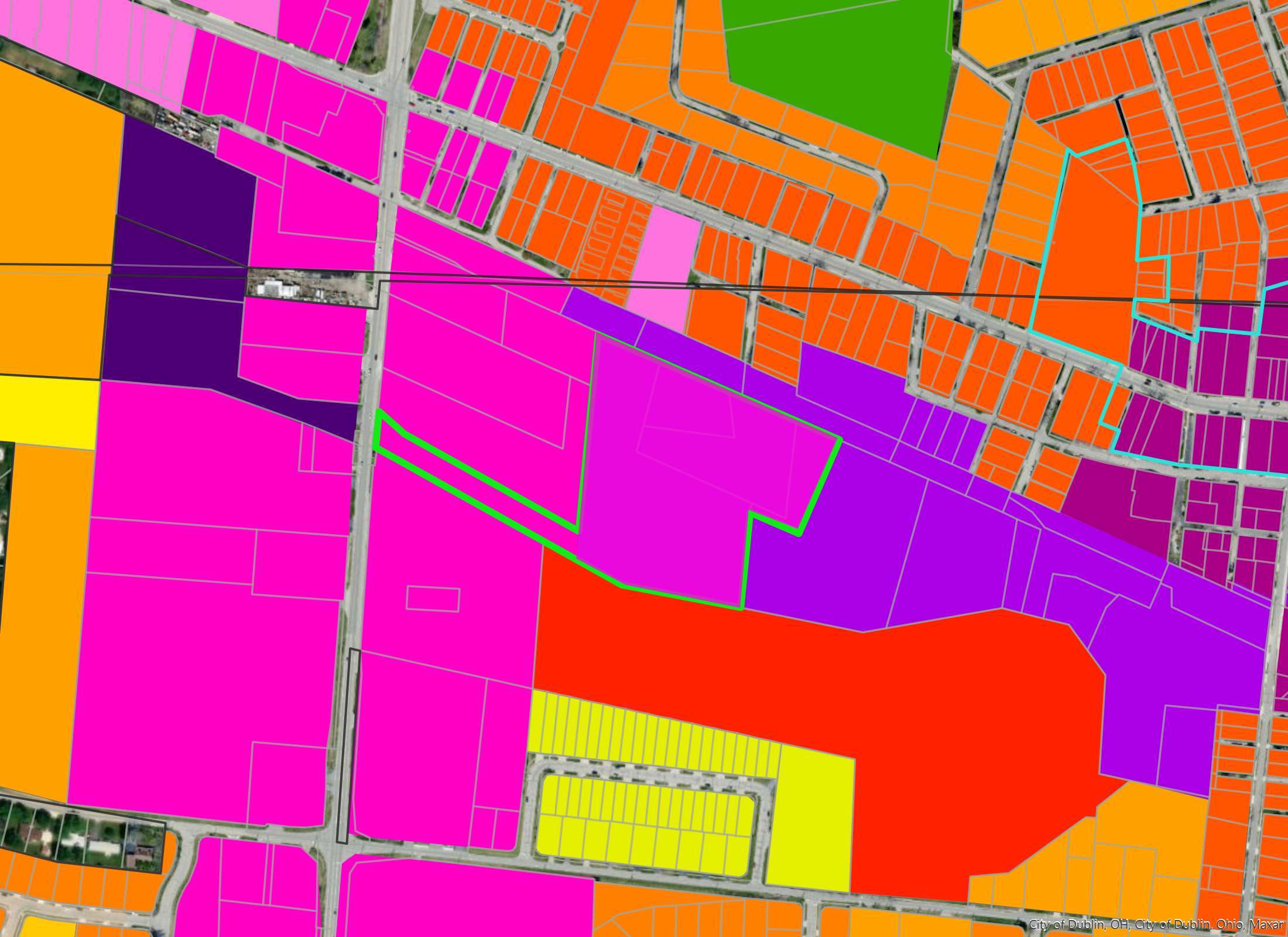
Digital Signature*



Steven Bell

Jun 12, 2023



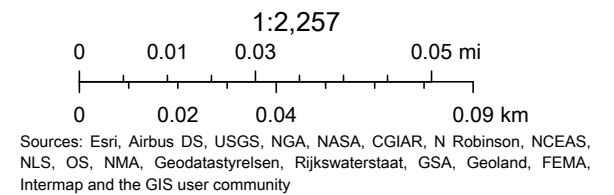


Auditor Map



6/6/2023, 1:10:09 PM

Parcels	Blue: Blue	Blue: Blue	Blue: Blue	Blue: Blue	Blue: Blue
17270E726528N.ecw	17270E681648N.ecw	17270E647328N.ecw	17270E618288N.ecw	17165E618288N.ecw	16848E620928N.ecw
Red: Red	Red: Red	Red: Red	Red: Red	Red: Red	Red: Red
Green: Green	Green: Green	Green: Green	Green: Green	Green: Green	Green: Green





AUGUST 3, 2023

TO: *MARYSVILLE JOURNAL-TRIBUNE*
FROM: DEREK HUTCHINSON, VILLAGE PLANNER
VILLAGE OF PLAIN CITY
SUBJECT: LEGAL NOTICE BELOW, FOR ONE-TIME PUBLICATION

PUBLIC NOTICE

PUBLIC HEARING TO BE HELD BEFORE THE VILLAGE OF PLAIN CITY COUNCIL, ON MONDAY, SEPTEMBER 11, 2023 AT 6:30 P.M., IN COUNCIL CHAMBERS, MUNICIPAL BUILDING, 800 VILLAGE BLVD., PLAIN CITY, OHIO; REZONING A TOTAL OF 3.82 +/- ACRES AT 225 GUY STREET (PARCEL 04-00230.000 AS IDENTIFIED BY THE MADISON COUNTY AUDITOR'S OFFICE) FROM RESTRICTED INDUSTRIAL DISTRICT ("I1") TO COMMUNITY BUSINESS DISTRICT ("B2"); APPLICANT: STEVEN BELL (APPLICATION PZ-23-4); AND REZONING A TOTAL OF 6.94 +/- ACRES AT 265 JEFFERSON STREET (PARCEL 04-00503.001 AS IDENTIFIED BY THE MADISON COUNTY AUDITOR'S OFFICE) FROM RESTRICTED INDUSTRIAL DISTRICT ("I1") TO COMMUNITY BUSINESS DISTRICT ("B2"); APPLICANT: STEVEN BELL (APPLICATION PZ-23-5)

DEREK HUTCHINSON
VILLAGE PLANNER
VILLAGE OF PLAIN CITY



August 3, 2023

To Whom It May Concern,

This letter is being written to you because your property is within 250 feet of the property located at 225 Guy Street and/or 265 Jefferson Street. Parcel #04-00230.000 and #04-00503.001. This official notice is required by Section 1136.03 of the Village's Codified Ordinances.

The Village of Plain City's Council will hold a public hearing for the following:

1. PZ-23-4: 225 Guy Street (Parcel #04-00230.000); Rezoning of 3.82 +/- acres from Restricted Industrial District ("I1") to Community Business District ("B2"); Applicant: Steven Bell (Public Hearing)
2. PZ-23-5: 265 Jefferson Street (Parcel #04-00503.001); Rezoning of 6.94 +/- acres from Restricted Industrial District ("I1") to Community Business District ("B2"); Applicant: Steven Bell (Public Hearing)

**The meeting will be Monday, September 11, 2023 at 6:30 PM in Council Chambers
800 Village Blvd., Plain City, OH 43064**

The application documents and details for this meeting can be found on www.plain-city.com under the *Government – Council & Mayor – Agenda & Minutes* tab on the home page. If you have any questions, feel free to contact me.

Respectfully,

Derek Hutchinson
Village Planner

Property Owner	Street Address	City, State, Zip
PROPERTY OWNER	10355 ROSEDALE MILFORD CENTER RD	IRWIN, OH 43029
PROPERTY OWNER	1061 BEAUJOLAIS PLACE	GALLOWAY, OH 43119
PROPERTY OWNER	11995 EL CAMINO REAL	SAN DIEGO CA 92130
PROPERTY OWNER	125 GUY ST	PLAIN CITY, OH 43064
PROPERTY OWNER	135 GUY ST	PLAIN CITY, OH 43064
PROPERTY OWNER	14130 MIDDLEBURG PLAIN CITY RD	PLAIN CITY, OH 43064
PROPERTY OWNER	14320 ADAMS RD	PLAIN CITY, OH 43064
PROPERTY OWNER	211 S JEFFERSON AVE	PLAIN CITY, OH 43064
PROPERTY OWNER	250 S JEFFERSON ST	PLAIN CITY, OH 43064
PROPERTY OWNER	2829 W DUBLIN GRANVILLE RD	COLUMBUS, OH 43235
PROPERTY OWNER	351 W BIGELOW AVE	PLAIN CITY, OH 43064
PROPERTY OWNER	371 W BIGELOW AVE	PLAIN CITY, OH 43064
PROPERTY OWNER	377 W BIGELOW AVE	PLAIN CITY, OH 43064
PROPERTY OWNER	393 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	407 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	413 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	420 GAY ST	PLAIN CITY, OH 43064
PROPERTY OWNER	431 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	4590 KILBURY-HUBER RD	PLAIN CITY, OH 43064
PROPERTY OWNER	491 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	505 W MAIN ST	PLAIN CITY, OH 43064
PROPERTY OWNER	520 CARLISLE AVE	PLAIN CITY, OH 43064
PROPERTY OWNER	5892 O MEARA PL UNIT 1	CINCINNATI, OH 45213
PROPERTY OWNER	6258 SEDGE LANE	HILLIARD, OH 43026
PROPERTY OWNER	PO BOX 66	PLAIN CITY, OH 43064

04-00809.000
04-00466.000
04-00571.000
04-00434.000
04-00376.000
04-00253.000
04-00515.000
04-00727.000
04-00554.000
04-00502.000
04-00728.001
04-00503.003
04-00532.000
04-00591.000
04-00594.000
04-00826.000
04-00808.000
04-00810.000
04-00503.000
04-00503.002
04-00689.000
04-00061.000
04-00827.000
1800030900000
1800030880000
1800010050000