MARYSVILLE CITY COUNCIL AGENDA
June 9, 2025 at 7:00 P.M.
Council Chambers – 209 S. Main Street – 2nd Floor

This meeting is available to watch live or archived by clicking here

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

ROLL CALL:

APPROVAL OF MINUTES: May 27, 2025 City Council Meeting Minutes.

CHARTER REVIEW BOARD SUBMITTAL OF PROPOSED CHARTER AMENDMENTS:

ADMINISTRATIVE REPORT:

REPORT OF CLERK OF COUNCIL:

REPORT OF ECONOMIC DEVELOPMENT:

PARKS AND RECREATION COMMISSION REPORT:

HEARING OF CITIZENS:

RESOLUTIONS:

Res. A 1st Reading Introduction — TO ACCEPT THE CITY OF MARYSVILLE IAFF LOCAL 3032 COLLECTIVE BARGAINING AGREEMENT JULY 1, 2025 – JUNE 30, 2028 AND TO DECLARE AN EMERGENCY

Administration:

Council:

ORDINANCES:

Ord. A 3rd Reading Vote — TO ACCEPT THE ANNEXATION OF CERTAIN TERRITORY CONTAINING 243.94 ACRES IN PARIS TOWNSHIP, UNION COUNTY TO THE CITY OF MARYSVILLE, OHIO, KNOWN AS MARYSVILLE NORTH

Administration:

Council:

Third Reading, Vote, of Ord. B was tabled to 06/09/25 on 04/28/25

Ord. B 3rd Reading Vote — TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PLANNED UNIT DEVELOPMENT ZONING FOR THE MARYSVILLE NORTH PLANNED UNIT DEVELOPMENT

Administration:

Council:

Ord. C 3rd Reading Vote — TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT, KNOWN AS THE KIA EXPANSION AMENDMENT

Administration:

Council:

Ord. D 3rd Reading Vote — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR VARIOUS PURPOSES AND TO AMEND THE 2025 ANNUAL OPERATING BUDGET

Administration:

Council:

Ord. E 3rd Reading Vote — TO SET COMPENSATION FOR CITY COUNCIL IN 2026 AND 2027

Administration:

Council:

Ord. F 3rd Reading Vote — TO SET COMPENSATION FOR THE CITY LAW DIRECTOR FROM 2026 - 2029

Administration:

Council:

Second Reading, Public Hearing, of Ord. G was tabled to 06/09/25 on 05/12/25

Ord. G 2nd Reading Public — TO ACCEPT THE ANNEXATION OF CERTAIN TERRITORY CONTAINING 306.96 ACRES IN PARIS AND DOVER TOWNSHIPS, UNION COUNTY TO THE CITY OF MARYSVILLE, OHIO, KNOWN AS MARYSVILLE EAST SECTION IV

Administration:

Citizens:

Council:

Ord. H	2nd Reading Public Hearing	TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A ZONING AMENDMENT APPLICATION TO REVISE THE PLANNED UNIT DEVELOPMENT FOR THE MARYSVILLE EAST SECTION I PLANNED UNIT DEVELOPMENT (PUD) Administration: Citizens: Council:
Ord. I	1st Reading Introduction	TO AUTHORIZE THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED $1,435,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF (I) DESIGNING, ENGINEERING, AND CONSTRUCTING VARIOUS STREET IMPROVEMENT PROJECTS, WITH SITE AND CURB IMPROVEMENTS RELATING THERETO, (II) CONSTRUCTING VARIOUS IMPROVEMENTS TO PARKS AND RECREATION FACILITIES, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING AND IMPROVING VARIOUS STREET RESURFACING AND PAVING PROJECTS THROUGHOUT THE CITY, (IV) ACQUIRING VARIOUS FIRE, POLICE AND EMS EQUIPMENT, WITH RELATED IMPROVEMENTS AND APPURTENANCES, (V) ACQUIRING, DEVELOPING, DESIGNING, IMPROVING AND INSTALLING INFORMATION SYSTEMS AND RELATED INFORMATION TECHNOLOGY, AND (VI) PAYING COSTS ASSOCIATED WITH DESIGNING, CONSTRUCTING, FURNISHING, AND EQUIPPING A NEW FIRE STATION, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; AND RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND AUTHORIZING AND APPROVING RELATED MATTERS Administration: Council:

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

POTENTIAL TO ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE PURCHASE OF PROPERTY:

ADJOURN:

MARYSVILLE CITY COUNCIL MEETING MINUTES
May 27, 2025 at 7:00 P.M.
Council Chambers – 209 S. Main Street – 2nd Floor

This meeting is available to watch live or archived by clicking here

President Boerger called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by President Boerger.

INVOCATION: In lieu of the invocation, President Boerger asked for a moment of silence in commemoration of National Police Week.

CITY COUNCIL MEMBERS PRESENT: Donald Boerger, Henk Berbee, Steven Wolfe, Mark Reams, Scott Hunter, Zack Bordner and Julie Kramer.

CITY ADMINISTRATION PRESENT: *City Manager* Terry Emery, *Law Director* Tim Aslaner, *Finance Director* Brad Lutz, *Police Chief* Tony Brooks, *Fire Chief* Nate Burns, *Public Service Director* Jeremy Hoyt, *Director of Human Resources* Tara Maine, *Director of Economic Development* Eric Phillips and *Clerk of Council* McKenzie Proudfoot.

ADDITIONAL PERSONS PRESENT: *Marysville Journal Tribune* Mike Williamson, Jason Allen, Diane Allen, Aaron Underhill, Paige Ritter, Dan Fitzgerald, Bart Barok, Dick Smith, Bryan Stone, Nan Savidge, Kathy Young, Sue Devine, Bob Bailey and Dominic Bailey.

APPROVAL OF MINUTES: Councilman Hunter moved to approve the May 5, 2025 City Council Work Session Meeting Minutes as presented; voice vote in favor was unanimous. Councilman Bordner moved to approve the May 12, 2025 City Council Meeting Minutes as presented; voice vote in favor was unanimous.

COMMENDATION: Vice President Hunter read the following Commendation:

In Honor of Marysville Exempted Village School Superintendent Dr. Diane Allen

WHEREAS: Dr. Diane Allen has faithfully and effectively served as the Superintendent of Marysville Schools for thirteen exemplary years, transforming the educational landscape of our community and touching the lives of countless students, families, and educators; and

WHEREAS: Under her visionary leadership, the district was awarded a $12+ million grant from the State of Ohio, which led to the establishment of the STEM Early College High School—an innovative institution providing students with early access to college-level coursework and 21st-century career pathways; and

WHEREAS: Dr. Allen spearheaded the renovation and creation of multipurpose facilities, including the celebrated IMPACT and DRIVE Stadiums, which have not only enhanced athletic and extracurricular experiences, but have also served as gathering spaces that unite people from all corners of our community and beyond, instilling pride and fostering civic connection; and

WHEREAS: Through personal commitment to academic excellence, Dr. Allen earned her doctorate degree while continuing to lead the district, modeling lifelong learning and resilience; and

WHEREAS: Dr. Allen has made measurable academic gains in student preparedness by significantly reducing the percentage of students requiring remedial coursework upon entering college, ensuring a stronger foundation for post-secondary success; and

WHEREAS: She has built strategic partnerships with local and regional businesses to create valuable internship opportunities for students, linking classroom learning with real-world experience and preparing young people for future careers; and

WHEREAS: Above all, Dr. Allen has been a tireless and passionate champion for students, placing their needs, voices, and dreams at the center of every initiative and decision;

NOW, THEREFORE, I, Scott Hunter, Vice President of City Council, hereby commend,

Marysville Exempted Village School District Superintendent Dr. Diane Allen

For her service to the Marysville Schools and applaud her successful and noteworthy career!

Manager Emery also thanked Superintendent Allen on behalf of Administration, and presented her with flowers. Superintendent Allen said 34 years in education has been a great career and she has enjoyed her time in Marysville, it is a very special community.

Councilman Berbee moved for the Commendation to be added into the minutes; voice vote in favor was unanimous.

PROCLAMATION: President Boerger read the following Proclamation:

EMS Week May 18 – May 24, 2025

WHEREAS: EMS providers routinely work long hours away from loved ones to keep other families whole. They risk their own lives and health, staring down fires and rushing to rescue people in need. For many Americans, they are a beacon of hope in some of life's toughest moments and let us know we are going to be okay. We have a duty to show up for them the way they show up for us; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: There are 56 dedicated personnel currently serving in the Marysville Fire Division, which provides services the City of Marysville, along with Darby, Dover and Paris Townships. The Division responded to over 4,800 Fire and EMS calls for service in 2024; and

WHEREAS: The City of Marysville Firefighter/Paramedics respond to calls for fire suppression, rescue, EMS, hazardous materials and community education. Many have also received specialized training, including, but not limited to: rope and dive rescue, Special Response Team (with our Law Enforcement partners), Swift Water Rescue (Regional Water Rescue Task Force), Hazardous Materials Strike Team (NAS-T), fire investigations and fire safety inspections; and

WHEREAS: The Marysville Fire Division engaged in over 14,000 hours of Fire and EMS training in 2024 and conducted over 350 community paramedicine patient interactions; and

WHEREAS: EMS providers embody the best of our Nation: bravery, honor, and respect, never failing to answer the call to help others;

NOW, THEREFORE, I, Donald Boerger, President of Council of the City of Marysville, Ohio do hereby proclaim **May 18 – 24, 2025 as EMS Week in the City of Marysville** and invite citizens to join in commemorating the Marysville Fire Division, who by their faithful and loyal devotion to their responsibilities, have given steadfast service to our community with unwavering dedication.

The Proclamation was presented to more than ten Marysville Fire Division Firefighter/Paramedics. Chief Burns said we are lucky to have the quality staff that we do to provide protection to our community. President Boerger said residents are safer knowing that the Marysville Fire Division is here for us in times of need.

Councilman Reams moved for the Proclamation to be added to the minutes; voice vote in favor was unanimous.

ADMINISTRATIVE REPORT: Manager Emery provided the following update:

- A Touch-a-Truck event will occur on Friday, June 6th at Mill Valley Park Central from 10:00 a.m. – 1:00 p.m.
- The next Friday Nights Uptown event, Wine Fest, will occur on June 13th from 6:00 p.m. – 10:00 p.m. Music will be presented by Shucking Bubba Deluxe and the event is sponsored by Honda Marysville.

Director Hoyt provided the following update from Maintenance and Operations:

- Streets: City Crews are performing asphalt repairs ahead of the paving program on Adena Pointe Drive, Professional Parkway and Mill Road.
- Parks: City Crews are mulching, mowing and trimming at various City parks this week.
- Water: City Crews continue to perform restoration work on Parkway Drive and Grand Avenue.
- Wastewater: City Crews cleaned the Crosses Run pump station wet well and performed lateral locates ahead of this year's lining project.

Director Hoyt provided the following summary from the Engineering Department regarding Capital Improvement Projects:

- Chestnut Waterline Improvements: Chestnut Street waterline work is complete. The roadway work will continue this week.
- Carriage Acres and Cherry Street Sanitary Improvements: Sanitary work is scheduled to begin on Monday, June 2nd. During the first phase of this project, N. Cherry Street will be closed to thru traffic, between E. 4th Street and Lakeview Drive.
- Reservoir Connector Trail, Phase 2: Construction continues this week.
- East 4th Street Sidewalk Improvements: Construction continues this week.

REPORT OF CLERK OF COUNCIL: Clerk Proudfoot stated that Council has received a request for a new liquor permit to be located at 1415 W. 5th Street, for a future Chipotle. She stated there are no concerns from the Police Division and asked if Council had any concerns, they did not.

PLANNING COMMISSION REPORT: Director Hoyt provided the following summary from the Planning Commission Meeting that occurred on May 6th:

- An application for a Planned Unit Development (PUD) Development Plan application for a development known as the Trails at Weaver Road Development located at 14373 Weaver Road. Tabled 5 – Yes and 0 – No (two recused). The board has requested some site layout adjustments. The applicant will resubmit updated plans for a future meeting.
- An application for an Amendment to a Planned Unit Development (PUD) Development Plan for a development known as Marysville East Section 1. Approved 7 – Yes and 0 – No.

DESIGN REVIEW BOARD REPORT: Engineer Hoyng provided the following summary from the Design Review Board Meeting that occurred on May 14th:

Home Improvement Reimbursement Grant Applications for exterior improvements at the following addresses, all approved 6 – Yes and 0 – No:

- 507 W. 8th Street
- 426 W. 6th Street
- 201 Collingwood Drive
- 1374 London Avenue
- 555 Linden Street
- 321 Wilderness Road
- 127 S. Main Street
- 129 S. Main Street

Old Business:

- Exterior Plan/Landscape Plan: An application for exterior modifications to an existing structure located at 813 W. 4th Street. Approved with Conditions 4 – Yes and 2 – No.
- Certificate of Appropriateness in the Historic Design Review District: An application for a proposed wall sign located at 130 N. Main Street. Approved with Conditions 6 – Yes and 0 – No.

New Business items for Certificates of Appropriateness for exterior improvements in the Historic Design Review District at the following addresses, all approved 6 – Yes and 0 – No, unless indicated otherwise:

- 121-123 E. 5th Street
- 203 E. 5th Street
- 211 E. 5th Street, tabled 6 – Yes, 0 – No.
- 404 E. 5th Street, approved with conditions, 6 – Yes and 0 – No.
- 127 – 129 S. Main Street
- 129 N. Main Street

New Business:

- An application for a Revision of Plans to the architecture located at 950 Professional Parkway within the Woodside Planned Unit Development zoning district. Approved 6 – Yes and 0 – No.
- An application for an Exterior Plan and Landscape Plan for a proposed commercial multi-tenant building located on US Highway 36. Approved with Conditions 6 – Yes and 0 – No.

Councilman Bordner spoke to concerns from a resident that were presented to him regarding the Trails at Weaver Ridge, which has been presented to the Planning Commission. He asked that City Staff follow-up regarding those concerns. Manager Emery said they have spoken to the resident and can discuss his concerns further.

HEARING OF CITIZENS: None.

ORDINANCES:

Ord. A 2nd Reading Public Hearing — TO ACCEPT THE ANNEXATION OF CERTAIN TERRITORY CONTAINING 243.94 ACRES IN PARIS TOWNSHIP, UNION COUNTY TO THE CITY OF MARYSVILLE, OHIO, KNOWN AS MARYSVILLE NORTH

Administration: None.

Citizens: None.

Council: None.

To be back for Third Reading, Vote, on June 9, 2025.

Ord. B 2nd Reading Public Hearing — TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT, KNOWN AS THE KIA EXPANSION AMENDMENT

Administration: None.

Citizens: None.

Council: None.

To be back for Third Reading, Vote, on June 9, 2025.

Ord. C 2nd Reading Public Hearing — TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR VARIOUS PURPOSES AND TO AMEND THE 2025 ANNUAL OPERATING BUDGET

Administration: None.

Citizens: None.

Council: None.

To be back for Third Reading, Vote, on June 9, 2025.

Ord. D 2nd Reading Public Hearing — TO SET COMPENSATION FOR CITY COUNCIL IN 2026 AND 2027

Administration: None.

Citizens: None.

Council: None.

To be back for Third Reading, Vote, on June 9, 2025.

Ord. E 2nd Reading Public Hearing

TO SET COMPENSATION FOR THE CITY LAW DIRECTOR FROM 2026 - 2029

Administration: None.

Citizens: None.

Council: None.

To be back for Third Reading, Vote, on June 9, 2025.

Ord. F 1st Reading Introduction

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A ZONING AMENDMENT APPLICATION TO REVISE THE PLANNED UNIT DEVELOPMENT FOR THE MARYSVILLE EAST SECTION I PLANNED UNIT DEVELOPMENT (PUD)

Administration: Aaron Underhill provided a presentation as shown in Exhibit A. He said he has represented NACO throughout the project for Marysville East. This amendment to Section I is being called Section IB. He said feedback regarding these amendments was provided by surrounding property owners during the Planning Commission Meeting. We have had initial meetings with those surrounding property owners, and look to have more in the coming week. We expect that, as a result of those meetings, we will have some amendments to present to City Council during the Second Reading, Public Hearing.

Council: Councilman Berbee said he would like to compliment Mr. Underhill on the work they have done in the past to correspond with surrounding property owners to find an agreement, and he hopes the same can occur in this situation. Councilman Bordner shared a similar sentiment, with respect to Buxton Meadows residents along another portion of Marysville East, where significant concerns were able to be mitigated. He hopes the same can occur in this situation. He said he doesn't want people to feel that just because they don't live within City limits, that their voices aren't heard. We want to be good neighbors. Mr. Underhill said that is our intent, and while we may not make everyone happy, we will do what we can. There was extensive dialogue regarding permitted and conditional uses for this amendment in Marysville East Section I, which may or may not vary from Marysville East Sections II and III. There is a desire to make the permitted and conditional uses consistent throughout the Marysville East Sections as they relate to commercial and residential development. Mr. Underhill committed to reviewing this further and coming back with more information at the Second Reading, Public Hearing. Concerns were also mentioned regarding saturating the market with data centers from President Boerger and Councilman Bordner. President Boerger also mentioned the desire to work with the County to see if Strategic Planning is possible so that we not only review the amount of data centers in Marysville, but in Union County as a whole. Director Hoyt provided a reminder that as a part of the Development Agreement, there is a limit to the amount of water that can be used by data centers, which puts an automatic restriction on the amount of data centers that could ultimately be approved. Councilwoman Kramer said she would like to receive a summary of the most recent resident concerns. Additionally, she said she would like to be kept apprised of the

meetings with residents and when they will be occurring. Further, given the parcels are not defined within Marysville East yet, she suggested that a form of strategic planning be implemented in an effort to be considerate of the surrounding area. She said she doesn't want to see a data center placed near a residential area that puts us at the water usage cap, when the data center could have been located elsewhere in Marysville East that was further away from residential properties. Mr. Underhill said the typical concerns are related to noise. Additionally, he said they will have to think through a phasing approach, and utilities will also need to be considered. He said there can be additional considerations for uses along the perimeter. Councilman Bordner said at the second reading, he would like to see current, proposed and amended proposals to clearly be able to see the changes that are being presented.

To be back for Second Reading, Public Hearing, on June 9, 2025.

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

Manager Emery said the parks crews are working to catch up. They were focused on the first Friday Night Uptown event and then Memorial Day. Now they will be able to focus on more parks throughout the City. If you see grass that needs mowed or trimming to be done, that means it wasn't a focus area, but it will be now. Additionally, he thanked Police and Fire for all of their efforts to make it a great Memorial Day procession.

Councilwoman Kramer thanked the street crews for being so efficient. She set out yard waste last week and it was picked up the next day. Additionally, she acknowledged the Fire Division and thanked them for their service.

Councilman Reams had no further comments for the evening.

Councilman Hunter said the Memorial Day service and events went well. There were various community organizations represented in the parade, which can also be considered a procession, and it was great to see their participation. He said Memorial Day is a holiday to reflect on everything that is right in this world.

Councilman Berbee had no further comments for the evening.

Councilman Wolfe had no further comments for the evening.

Councilman Bordner said he is grateful for the men and women who sacrificed their lives so that we can live in the greatest country on earth. Additionally, he thanked all of those that continue to serve. Lastly, he acknowledged the workers at Lowes who helped him, and many other customers, load mulch over the weekend.

President Boerger said the Oakdale Cemetery looked very nice for the Memorial Day services. Additionally, he read quotes regarding what it means to be engaged civically, and to take pride in your community. We show love to our community through maintenance and upkeep. Community pride is not passive, it is the actions that we take, and we show respect by caring for what we have.

THE POTENTIAL TO ADJOURN TO EXECUTIVE SESSION TO REVIEW NEGOTIATIONS WITH PUBLIC EMPLOYEES CONCERNING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT: At 7:59 p.m., Councilman Hunter moved to adjourn to Executive Session to review negotiations with public employees concerning the terms and conditions of their employment, Councilman Wolfe seconded, and the question put, stood:

Mr. Wolfe YES; Mr. Berbee YES; Mr. Boerger YES; Mr. Hunter YES; Mr. Reams YES; Ms. Kramer YES; Mr. Bordner YES.

Vote 7-0; Motion carried.

Council adjourned to Open Session at 8:22 p.m.

ADJOURN: There being no further business to bring before Council, Councilman Wolfe moved to adjourn the meeting. Affirmative voice vote in favor was unanimous. The meeting adjourned at 8:22 p.m.

EXHIBIT A

Marysville East Section #1B

Marysville, Ohio



Marysville East PUD Development Plan
Section #1 Approved – January 8, 2024
Section #1A Amendment Approved – June 11, 2024

Section #1B – Submitted April 8, 2025



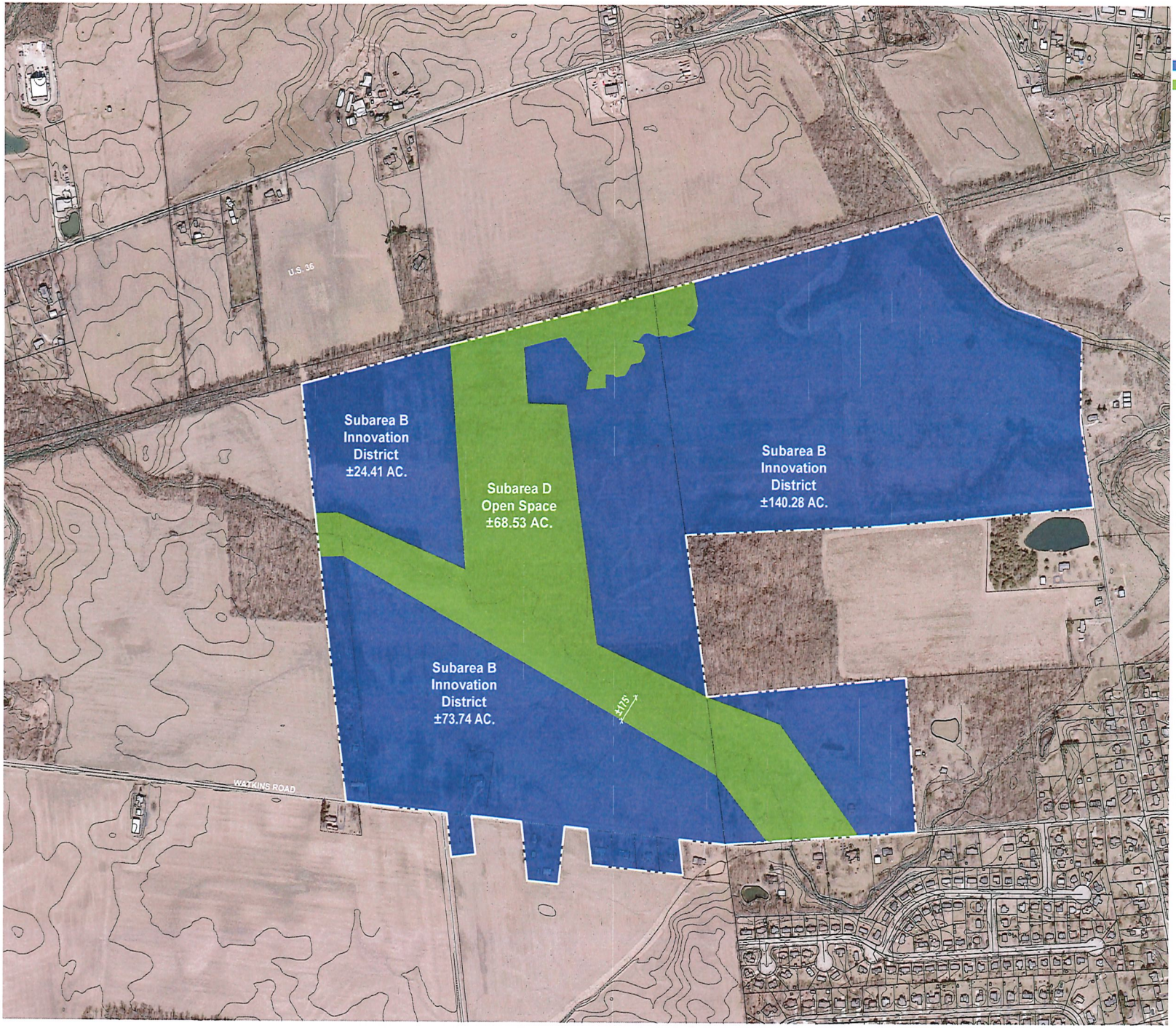
MARYSVILLE EAST - VICINITY MAP

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 500 1000 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



1B Subarea Data:

Total Site:	± 306.96 Acres
Subarea B Innovative District:	± 238.43 Acres
Subarea D Open Space:	± 68.53 Acres

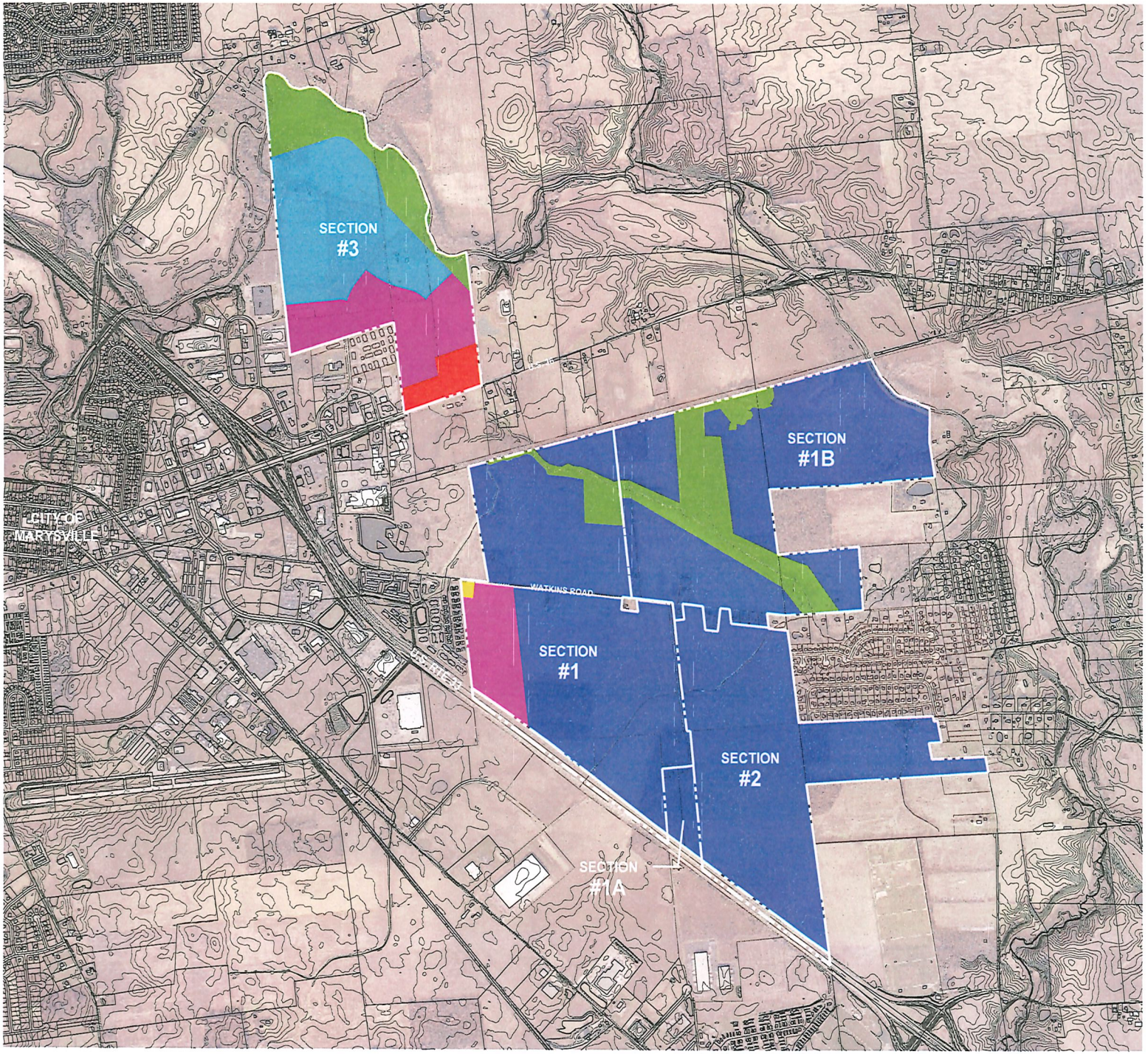
MARYSVILLE EAST - 1B SUBAREA PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 200 600 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT SERVICES



Land Use Data:

Total Area:	± 1139.385 Acres
Innovation District:	± 756.12 Acres
Commercial:	± 15.88 Acres
Single Family Residential:	± 109.75 Acres
Multi-family Residential:	± 101.71 Acres
Lift Station:	± 1.14 Acres
Open Space:	± 135.89 Acres
US 33:	± 18.89 Acres

MARYSVILLE EAST - LAND USE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 500 1500 N

G2 PLANNING + DESIGN

ROCKFORD

Defined Uses – Subarea B
Innovation District

Subarea B uses are modified version of sections 1121.13 (Manufacturing / Innovation District) and 1121.14 (Light Manufacturing District)

1121.13 MANUFACTURING/ INNOVATION DISTRICT (M/I)

DISTRICT USES	
V. PERMITTED USES:	• Artisan Workshop • Building Materials and Hardware (Retail) • Commercial and Industrial Equipment and Machinery Sales, Rental, Leasing and • Commercial Printing and Publishing • Contractor Offices • Essential Public Services and Utilities • Laboratory Research Facility • Manufacturing, General • Nursery • Professional Offices • School, College or University, Vocation and Technical, Trade or Business • Vehicle Body Shop • Vehicle Sales, Rental and Lease Excluding Body Work • Vehicle Service and Repair Facility • Veterinarian Animal Hospital and/or Animal Clinic (outside kennels) • Warehousing, Private/Public • Wholesale and Distribution • Wireless Telecommunications Antenna, Facility, and/or Tower
VI. CONDITIONAL USES:	• Extended Stay Hotel • Ground Passenger Dispatch Facility • Recycling Center • Transportation Services • Warehousing, Personal Storage/Mini

1121.14 LIGHT MANUFACTURING DISTRICT (LMD)

DISTRICT USES	
V. PERMITTED USES:	• Commercial Printing and Publishing • Contractor's Offices • Data Processing/Call Center • Ground Passenger Transportation Facility • Laboratory Research Facility • Light Manufacturing • Professional Offices • Warehousing, Public • Wholesale and Distribution • Data Centers

Excluded Uses

Included Uses

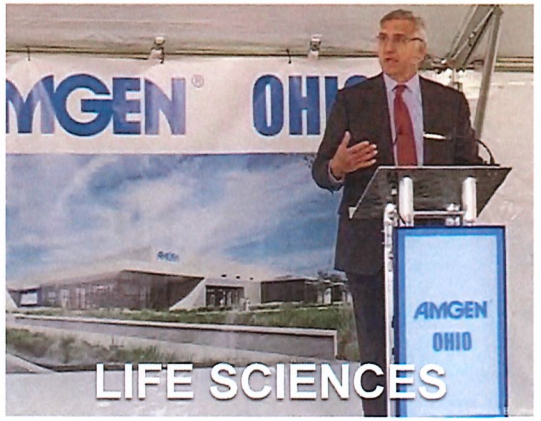
THE CORE DRIVERS











US



MARYSVILLE EAST - EXISTING CONDITIONS PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 200 400 N

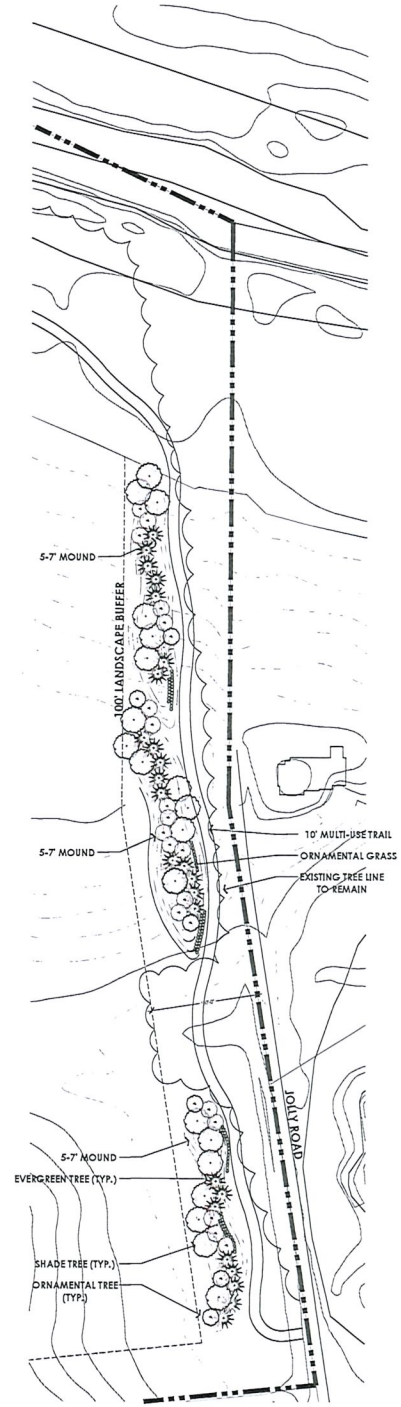
G2 PLANNING + DESIGN



C LANDSCAPE BUFFER ELEVATION GRAPHIC
N.T.S.



A BUFFER TYPOLOGY EXHIBIT



B LS BUFFER ENLARGEMENT

MARYSVILLE EAST - BUFFER PLAN

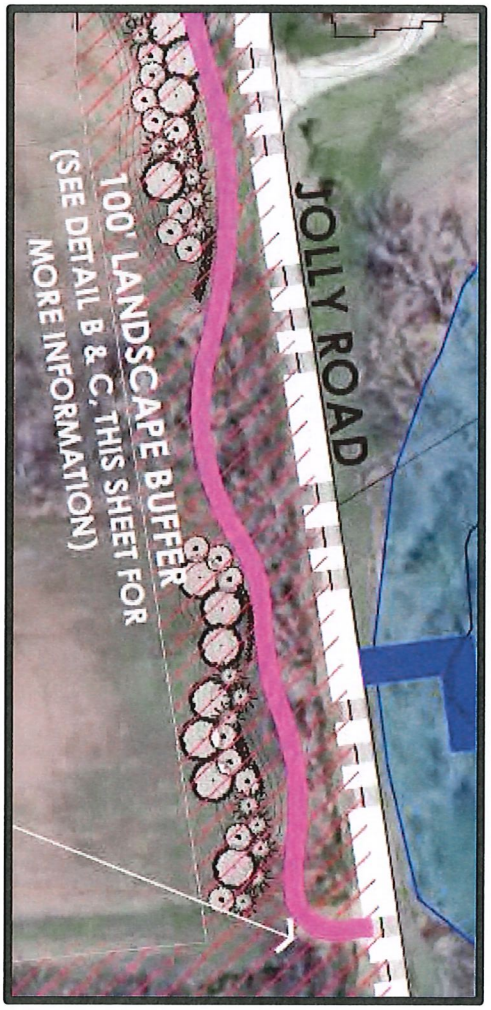
CITY OF MARYSVILLE, UNION COUNTY, OHIO

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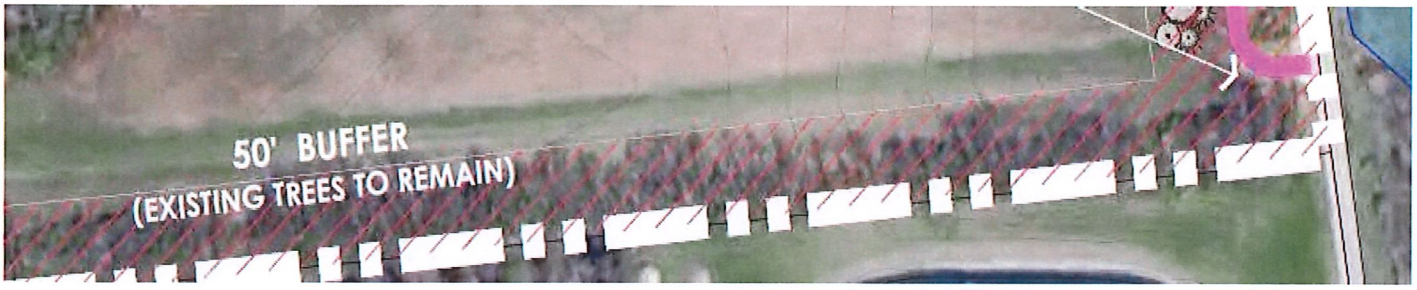
G2 PLANNING + DESIGN

Jolly Road




JOLLY ROAD
100' LANDSCAPE BUFFER
(SEE DETAIL B & C, THIS SHEET FOR
MORE INFORMATION)

Southern Property Line





Questions?

CHARTER REVIEW BOARD

CERTIFICATE OF COMPLETION

We, the duly appointed members of the Charter Review Board, have framed the following proposed Charter Amendments, and by majority vote for each amendment, hereby submit the same to the Marysville City Council at their June 9, 2025 regularly scheduled Council meeting.

CHARTER ITEMS RECOMMENDED FOR AMENDMENT:

1. To amend Section 7.02 to allow the Director of Finance to appoint assistants without City Council approval, as the assistants report directly to the Finance Director, and not to City Council or the City Manager. (Attachment A)

2. To amend Section 8.02 to allow City Council by majority vote to fill the vacancy of the Law Director position with a qualified citizen of the State of Ohio in the event no qualified elector of the City runs for the office or if the Law Director position becomes vacant. (Attachment B)

3. To amend Section 9.03.01 by eliminating the limit of two (2) consecutive four (4) year terms imposed on Planning Commission Members and to set the terms at five (5) years with the continued requirement that members be appointed by a majority vote of Council. (Attachment C)

4. To amend Section 10.04 by requiring the City Finance Committee at the annual advertised public hearing on the appropriation budget and ordinance to report to City Council on the feasibility of creating, removing or amending an income tax commuter credit. (Attachment D)

Corinne Bix Date 532 Fawnbrook Drive	Justin Nahvi Date 466 Black Hawk Drive
Cait Dufresne Date 670 Quail Hollow Drive S.	Nieca Nowels Date 1963 Saddlehorn Way
Walt Henderson Date 520 Palm Drive	Alex Rozanski Date 524 Timberview Drive
Paula Lynch Date 18030 Boerger Road	Andrea Weaver Date 697 Arabian Circle
Peggy Murgatroyd Date 1320 Oak Knoll Court	

CERTIFICATION

City Council hereby certifies Charter Review Board's recommended Charter Amendments to the Board of Elections for the purpose of being included on the ballot for the General Election on November 4, 2025.

_____ _____

Donald Boerger Date
President of Council

SECTION 7.02. – DIRECTOR OF FINANCE, POWERS AND DUTIES

Summary of Amendment:

To amend Section 7.02 to allow the Director of Finance to appoint assistants without City Council approval, as the assistants report directly to the Finance Director, and not to City Council or to the City Manager.

Proposed Amendment: Sec. 7.02. Director of Finance, powers and duties.

The Director of Finance shall: (a) serve on the Board of Control; (b) serve on the Treasury Investment Board; (c) serve the City Manager and Council as financial advisor in connection with municipal affairs and shall keep the financial records of the municipality; (d) be responsible for the collection of all taxes and assessments and shall disburse the same as may be required by ordinance or resolution and by-law; (e) maintain a general accounting system for the municipality and for each of its officers, departments and agencies; (f) keep books for and exercise financial budgetary control over each office, department and agency; (g) keep separate accounts for the items of appropriation contained in the municipal budget, each of which accounts shall show the amount of appropriation, the amounts paid therefrom, the unpaid obligations against it, and the unencumbered balance; (h) require reports of receipts and disbursements from each receiving and spending agency of the municipality to be made at such intervals as the Director of Finance may deem expedient; (i) compile a schedule of anticipated income for the next succeeding year and submit the same to the City Manager and Council by May 15 of each year; (j) assist the City Manager in the preparation of the budget, and (k) perform other powers and duties prescribed by the general laws for City auditors and treasurers and such other duties that may be prescribed by ordinance.

The Director of Finance may: (a) appoint assistants ~~with the approval of Council~~ to assist in carrying out the above duties; (b) institute systems of central purchasing for all departments, offices, and agencies of the City; (c) perform audits on the financial records of any departments, office or agency of the City or hire with approval of Council outside auditors.

SHALL SECTION 7.02 BE AMENDED AS RECOMMENDED BY THE CHARTER REVIEW BOARD?

SECTION 8.02 – VACANCY OF OFFICE

Summary of Amendment:

To amend Section 8.02 to allow City Council by majority vote to fill the vacancy of the Law Director position with a qualified citizen of the State of Ohio in the event no qualified elector of the City runs for the office or if the Law Director position becomes vacant.

Proposed Amendment: Sec. 8.02. Vacancy of office.

In the event of the death, resignation or recall from office of the Law Director, no qualified elector of the City runs for the office, or ceasing of the Law Director to qualify for such office, Council shall fill the vacancy by appointment of a qualified ~~person~~ citizen of the State of Ohio. The appointment shall be made by a majority vote of Council members. If Council fails to fill the vacancy within 30 days, the President of Council shall make the appointment within 15 days of Council's failure to do so. The appointee shall fill the vacancy until the next regular municipal election. If this election falls in the middle of the term of said Law Director's position, said position shall be filled for the unexpired term.

SHALL SECTION 8.02 BE AMENDED AS RECOMMENDED BY THE CHARTER REVIEW BOARD?

SECTION 9.03.01 – PLANNING COMMISSION

Summary of Amendment:

To amend Section 9.03.01 by eliminating the limit of two (2) consecutive four (4) year terms imposed on Planning Commission Members and to set the terms at five (5) years with the continued requirement that members be appointed by a majority vote of Council.

Proposed Amendment: Sec. 9.03.01. Planning Commission.

The City Planning Commission shall consist of seven (7) citizen members appointed by a majority vote of all Council members. Members shall ~~be limited to two (2) consecutive~~ serve five (5) ~~four (4)~~ year terms. The Chairperson and Vice-Chairperson shall be elected by the members. The power and duties of the City Planning Commission shall be set by ordinance.

SHALL SECTION 9.03.01 BE AMENDED AS RECOMMENDED BY THE CHARTER REVIEW BOARD?

SECTION 10.04 – PUBLICITY AND HEARING ON APPROPRIATION BUDGET AND ORDINANCE

Summary of Amendment:

To amend Section 10.04 by requiring the City Finance Committee at the annual advertised public hearing on the appropriation budget and ordinance to report to City Council on the feasibility of creating, removing or amending an income tax commuter credit.

Proposed Amendment: Sec. 10.04. Publicity and hearing on appropriation budget and ordinance.

Upon receipt of the City Manager's annual appropriation budget and message, the Council shall fix a date and place for a public hearing thereon. A notice of this hearing shall be published once in a newspaper of general circulation at least seven days before the hearing date setting forth a summary of the proposed appropriation budget and ordinance and indicating the same are on file in the office of the City Clerk for public inspection during usual office hours. A sufficient number of copies of such annual appropriation budget and ordinance shall be provided to enable interested citizens to inform themselves as to the contents before such public hearing. At the public hearing, the Council shall afford reasonable opportunity for interested citizens to present their views. Furthermore, at this public hearing, the Finance Committee shall report to City Council on the feasibility of creating, removing or amending an income tax commuter credit. The Council may continue such hearing from day to day as may be necessary.

SHALL SECTION 10.04 BE AMENDED AS RECOMMENDED BY THE CHARTER REVIEW BOARD?

Terry Emery

RESOLUTION _____

TO ACCEPT THE CITY OF MARYSVILLE IAFF LOCAL 3032 COLLECTIVE BARGAINING AGREEMENT JULY 1, 2025 – JUNE 30, 2028 AND TO DECLARE AN EMERGENCY

WHEREAS, the Administration desires to enter into a Collective Bargaining Agreement with International Associate of Firefighters (IAFF), Local 3032, for a period from July 1, 2025 through June 30, 2028, which is attached and incorporated herein as Exhibit A; and

WHEREAS, the City Manager and Fire Chief have provided tentative agreement on all articles regarding the content of the attached Collective Bargaining Agreement; and

WHEREAS, Local IAFF 3032 has also provided tentative agreement on all articles regarding the content of the successor Collective Bargaining Agreement; and

WHEREAS, the Agreement is in the best interest of both the City and the Local IAFF 3032, now therefore;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

Section I. The City of Marysville Local IAFF 30232 Collective Bargaining Agreement July 1, 2025 – June 30, 2028 is hereby accepted, and the City Manager is hereby authorized to sign said agreement.

Section II. The current Collective Bargaining Agreement ends on June 30, 2025. It is imperative that the new Collective Bargaining Agreement is in full force and effect by July 1, 2025, so that the City's Firefighters are working under an active contract. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants.

1st Reading: _____

_____
PRESIDENT OF COUNCIL

2nd Reading: _____

3rd Reading: _____

Passed: _____

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

City of Marysville
IAFF Local 3032
Collective Bargaining Agreement

JULY 1, 2025 – JUNE 30, 2028

City of Marysville
IAFF Local 3032
Collective Bargaining Agreement
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ARTICLE 1
AGREEMENT

This Agreement entered into by the City of Marysville, (hereafter referred to as the “City”), and the International Association of Fire Fighters, (Local #3032) (hereafter referred to as the “Local”) provides the following:

It establishes the equitable and peaceful adjustment of differences that may arise; and to establish wages, hours, and other terms and conditions of employment as provided for herein.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. The City's exclusive management rights include, but are not limited to:

A. To determine matters of inherent managerial policy and procedure (PPM), which include but are not limited to, areas of discretion or policy such as functions and programs, standards of services, budget, use of technology, and organizational structures;

B. To direct, supervise, evaluate, or hire employees;

C. To maintain and improve the efficiency and effectiveness of governmental operations;

D. To determine the overall methods, process, means, or personnel by which government operations are to be conducted;

E. To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, train, or retain employees;

F. To determine the adequacy of the work force;

G. To determine the overall mission of the employer as a governmental unit;

H. To effectively manage the work force;

I. To take actions to carry out the mission of the public employer as a governmental unit;

J. To determine work schedules and the methods and process by which such work is performed; and,

K. To promulgate and enforce reasonable work rules.

The Local recognizes and accepts that all rights and responsibilities of the City not modified by this Agreement or, ensuing agreements shall remain the rights, responsibilities and function of the City.

ARTICLE 3
AUTHORIZATION

SECTION 1. BARGAINING RIGHTS

The City recognizes the Local, as the exclusive bargaining agent for any and all matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement for all employees in the bargaining unit hereinafter described. The bargaining unit consists of all full-time firefighters, and lieutenants.

If a new position is created within the Fire Division, management determines if the position is included or excluded from the Local 3032. If Local disputes the determination, the parties shall meet and attempt to resolve the disagreement. If the parties do not agree, Local reserves the right to seek determination from the State Employment Relations Board.

SECTION 2. AUTHORIZATION

A. The City shall deduct a uniform amount for the Local dues from the pay of those employees in the bargaining unit who individually request in writing such deductions from their pay. Such deduction authorization must be forwarded to Human Resources before deduction is withheld by the City. The amount to be deducted shall be certified to the City by the Local and the aggregate deductions together with a list of employees from whom deductions were made shall be direct deposited into the Local's bank account not later than thirty (30) days following the deductions. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Local dues. The Local hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an employee from deductions made by the City pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this Agreement and any extension thereof.

B. The parties recognize that any member may elect to not join the Union and/or may revoke their participation in the Union. In the event that the employee elects not to join the Union or continue membership, written notice shall be forwarded to Human Resources. The City would accept any such notice. The City must approve of the wavier that IAFF intends to use.

C. The City must also obtain "clear and affirmative consent before any money is taken" from an employee's wages for fair share fees. This consent must be in the form of written authorization. The employee must voluntarily, intelligently, and knowingly waive his or her right to not fund union advocacy or voluntarily consent to such fair share fee deduction

D. The City recognizes that if the current law changes regarding "fair share" union dues, that Sections B and C would no longer apply and that "Fair share" would be administered under this paragraph. The amount of the fair share fee shall be determined by the Local, but shall not exceed the dues uniformly required of the members of the Local who are in the bargaining unit. Such fair share fee shall be certified by the Local to the City as necessary, and forwarded to Human Resources. Such payment is subject to internal Local rebate procedure and the Local represents that its internal rebate procedure is in compliance with all requirements of State and Federal Law. For the duration of this contract, when such fair share fee shall be is deducted, it will be done automatically by the City from the payroll check of each member who is not a

member of the Local. This deduction shall be made each pay period. The City agrees to make a direct deposit of the aggregate amount of the fair share fees deducted to furnish the Secretary of the Local once each pay period a check for the aggregate amount of the fair share fees deducted for that pay period, together with a listing of the members for whom said deductions were made.

E. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Local hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an employee from the deductions made by the City pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this Agreement and extension thereof.

SECTION 3. DUES CHECK-OFF RELIEF

The City shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) lay-off from work; (4) an unpaid leave of absence.

SECTION 4. INSUFFICIENT WAGES-DUES CHECK-OFF

The City shall not be obligated to make dues deductions from any employee who, during any month when dues are involved, failed to earn sufficient wages to make all legally required deductions in addition to the deduction of the Local dues.

SECTION 5. REPRESENTATION ACCESS

Bargaining unit representatives will be permitted to enter the premises of the City at reasonable times for individual discussion of working conditions with employees or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the Fire Chief, or his designated representative.

Such authorization by the Chief shall not be arbitrarily denied. The Local agrees neither to abuse this privilege nor to interfere with the normal operations of the Fire Division. Any alleged abuse by either party may be the subject matter of a labor/management meeting.

SECTION 6. BARGAINING TEAM

The Local shall designate its bargaining team members in writing prior to bargaining sessions, which may include outside council and expert witnesses as the Local deems necessary.

SECTION 7. UNION ROSTER

The Union will provide to the Fire Chief and Human Resources a written roster annually, via email of its Union representatives and will include name and Union position held. Local will also notify the Fire Chief and Human Resources any time a representative changes.

ARTICLE 4
UNION TIME

SECTION 1. REPRESENTATION TIME

The Local is entitled to a total of seventy-two (72) hours per year of this Agreement without loss of pay to be used among Local officials or grievance representatives to attend local, state and/or international union related activities. The time shall be paid at the member's regular rate, 53-hour for shift personnel or 40-hour for day-shift personnel. The Local President shall decide which bargaining unit members may use the time, and shall maintain a log in Telestaff, which shall be provided to the City upon request.

SECTION 2. USE OF REPRESENTATIVE TIME

Any employee wishing to use such Local Time shall request the permission of his supervisor, and permission will not be unreasonably withheld.

SECTION 3. NON-INTERFERENCE

Such activities shall not interfere with the performance of duties of other employees or with the operational needs of the City.

ARTICLE 5
NON-DISCRIMINATION

SECTION 1. NON-DISCRIMINATION

Neither the City nor the Local shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, military/veteran's status, sexual orientation or other protected class. Local membership or non-membership, political affiliation, national origin or such employee's good faith filing of or pursuing a grievance.

SECTION 2. GENDER

All reference to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6
PERSONNEL FILES

SECTION 1. FILES

The City shall maintain one official personnel file on every employee within the bargaining unit. These files will be kept in Human Resources (HR). Marysville Fire Division management will not keep additional files on personnel that pertain to disciplinary issues. Upon appropriate request by an employee, the employee shall be permitted to examine his/her official file at any reasonable time in the presence of a representative of the City, and may copy documents in his file. Additionally, the personnel files are subject to review by the Local representatives if prior written approval is submitted by the employee, but must be reviewed in the presence of a representative of the City.

The IAFF and the members recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this contract. All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules.

SECTION 2. FILE CONTENTS CONTEST PROCEDURE

Should any employee have reason to believe that there are inaccuracies in documents contained in his/her personnel file, he/she may write a memorandum to the City Manager or his/her designee explaining the alleged inaccuracy. If the City Manager or his/her designee concurs with the employee's contention, he/she shall remove the faulty document; however, if the City Manager or his/her designee does not concur, he/she will attach the memorandum to the disputed document. Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file shall be processed in accordance with Section 1347.09 of the Ohio Revised Code. Nothing in this section shall prevent an employee from filing a grievance seeking expungement of alleged faulty documents.

Employees are given the chance to acknowledge their evaluation form in the MUNIS/ESS system. All comments will be directly sent to their supervisor and reviewed by HR.

ARTICLE 7
CORRECTIVE ACTION

SECTION 1. DISCIPLINE

The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be progressively disciplined, reduced in pay or position, suspended, discharged or removed except for just cause. Probationary employees are in at will status per City Civil Service Ordinance. The employer shall give copies of all written disciplinary actions that are placed in his/her personnel file to the affected member.

SECTION 2. DISCIPLINE PROCEDURE

Whenever a supervisor conducts a disciplinary meeting with a member of the Local and the member reasonably suspects disciplinary action may result, the employee shall be permitted to have a Union representative present.

In the event that an employee is to be given disciplinary action for behavior that is of such nature as to call for removal or suspension, a personal pre-disciplinary conference between the employee, the Fire Chief, Human Resources (HR), and the City Manager will be arranged. This pre-disciplinary conference will take place no earlier than twenty-four (24) hours and no later than five (5) working days from the time the employee is notified. The five (5) work day time limit may be waived when agreed to in writing (email suffices) by the employee and a City representative (normal HR). A Local 3032 representative shall be present at the conference unless the employee denies access. The notice to the employee will be in writing to include charges and alleged violations of policy and/or procedure.

When the nature of the offense is such that immediate disciplinary action is required, the City may take immediate action by this provision; however, an employee may be conditionally suspended with pay pending a conference on the matter.

SECTION 3. PROGRESSIVE DISCIPLINE

The City agrees that the principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense, a written reprimand for the second offense of similar nature. More severe disciplinary action may be taken for subsequent offenses. Mitigating or aggravating circumstances may be considered for each offense. If the offense is of a more serious nature, a different sequence is permitted which is appropriate in light of the nature of the objectionable conduct.

SECTION 4. DURATION OF RECORDS

A. Oral Warning: When unsatisfactory performance/behavior is recognized, the supervisor addresses the employee as soon as possible. The manager and employee should discuss the concern and the expectations for improvement. This process may require more than one discussion with the employee and regular feedback. The oral warning is documented in the employee record with a simple memo stating the date, employee's name, supervisor's name, and quick topic of the warning. Route the warning to HR for filing. This warning stays in record for 12 months. The discussion should include the following:

- Clear statement communicating that this is an Oral Warning
- Reasons why the performance or behavior does not meet expectations.

- Expectations for acceptable performance or behavior.
- Actions the employee can take to improve performance or behavior.
- Next steps if the employee does not improve to meet expectations.

B. Written Reprimand: If the performance/behavior does not improve as a result of step one or when the nature of the situation warrants starting at this level of discipline, the manager prepares a written reprimand. Prior to presenting the written reprimand, the manager will meet with HR to review the document. The manager will meet with the employee to review the written reprimand. The employee is expected to sign the written reprimand and receive a copy. If the employee refuses to sign the written reprimand, the manager requests a third-party presence (usually HR) to witness the employee's refusal to sign. This is noted on the document by the third party, along with the date of the meeting. The manager informs the employee that the written reprimand is placed in the employee's personnel record by HR and remains there for 24 months. For all reprimands associated with suspensions, the record is maintained for 24 months. Harassment complaints must be retained for six years, or as applicable by law. The reprimand will document:

- Dates of previous discussions/actions and descriptive history of the issue(s).
- Explanation of how the employee's performance or behavior does not meet expectations.
- Expected performance or behavior and actions necessary to improve.
- Date when the performance or behavior will be reviewed.
- Consequences if the employee does not improve performance or behavior to an acceptable level.

C. In any case in which a reprimand, suspension or dismissal of an employee is disaffirmed through the grievance procedure, the personnel record relating to such employee shall be purged of the same. In addition, unfounded or not sustained allegations or complaints of misconduct made against an employee shall not be placed in the employee's personnel file and shall not be considered in future corrective action or promotional considerations, nor shall they be shared outside the Division. The only exception to this provision is when an unfounded allegation is documented in a formal internal investigation (not otherwise contained in the personnel file) that is requested by a party under the Ohio Sunshine Law.

D. At no time will there be a direct reference to "Oral Warning," "Written Warning," or "Written Reprimand," in any employee annual evaluation.

SECTION 5. RELEASE OF FILES

Only those items allowed by law or ordered by a court of competent jurisdiction shall be released to the public. Disclosure of information from personnel files pursuant to state and/or federal law or by order of a court of competent jurisdiction will not be considered a violation of this contract.

SECTION 6. LAST CHANCE AGREEMENTS

The City may utilize the last chance agreement (LCA) process in cases where employee behavior or performance resulted in a suspension, but a termination was strongly considered. In these cases, the employee is retained, but must sign an LCA with specific policies sighted in the LCA. If the employee violates any of the policies listed in the LCA, the employee violates the LCA and is terminated. LCAs normally remain in file for the length of the suspension (2 years), but the City reserves the right to extend the LCA beyond the 2-years when the

behavior/performance issue gives rise to another discipline. Then, the LCA is extended for the duration of that new discipline. These behavior or performance based LCAs are structured differently than the LCAs for substance abuse situations (refer to Policy 715, Substance Abuse/Drug-Free Workplace).

ARTICLE 8
WORK RULES

The Local recognizes the City's right and obligation to promulgate written policies, procedures and directives to regulate the personal conduct of employees at work, for the conduct of the City's services and programs and for such other purposes, as it may deem necessary.

The City acknowledges the employee's right to know the standard of conduct expected by the City and therefore agrees to promulgate written work rules for the efficient conduct of the operations of the divisions covered by this Agreement.

The City agrees that, where possible, work rules shall be reduced to writing and provided to all covered members and posted conspicuously in advance of their effective date. The City will provide Local copies of any revised or new work rules, and Divisional directives 20 work days in advance of their intended effective dates. The 20-work day notice is waived when the rule deals with a safety or security issue and/or when an emergency is declared by the City.

Any disputes regarding work rules promulgated under this article must be addressed under the grievance procedure outlined under Article 10.

ARTICLE 9
LABOR/MANAGEMENT MEETINGS

SECTION 1. PURPOSE

In the interest of sound personnel relations, a joint committee from each party of their representatives will convene from time to time, as may be requested by either party, for the purpose of discussing subjects of mutual concern. The committee shall not act on but may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Labor/Management meetings shall normally be scheduled during working hours. Meetings may be cancelled by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could assist in the resolution of agenda issues. Employees may be required to report to any emergency during any Labor/Management meetings. Meetings shall be rescheduled as soon as practicable.

SECTION 2. AGENDA

Both parties will work in good faith to attempt to reach consensus of the best means of resolving issues. The success of the Labor/Management cooperative process will depend upon the strength of the commitment made by the City and bargaining unit. The parties agree that these meetings are not designed to renegotiate any part of the Agreement, and agree to normally limit discussion to the following:

A. Discuss the administration of this Agreement.

B. Notify the Local of changes made by the Employer that affect bargaining unit employees.

C. Discuss grievances that have not been processed beyond the final step of the grievance procedure when the parties mutually agree to such discussions.

D. Disseminate general information of interest to the parties.

E. Give the Local representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity for filing a grievance.

F. Discuss ways to increase productivity and improve efficiency.

G. Consider and discuss health and safety matters relating to employees.

H. Any other matters mutually agreed on by the parties to be discussed.

ARTICLE 10
GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINED

A grievance is defined as an allegation that there has been a breach, misinterpretation, or improper application of any term or terms of this Agreement.

SECTION 2. QUALIFICATIONS

A grievance may be filed (using current HR-Form 23) by bargaining unit member(s) or by the Local as exclusive representation to enforce its rights under the Agreement or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Local shall not process a grievance on behalf of any member without the member's knowledge or consent.

The Local reserves the right to be present at every step of this procedure. Either party may call witnesses.

A bargaining unit member has the right to present grievances and have them adjusted without intervention of the Local, as long as the adjustment is consistent with the terms of this Agreement and as long as the Local is present at the adjustment.

SECTION 3. GRIEVANCE MOVEMENT

All grievances must be processed at the proper step defined in this article in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee or the Local within the time limits provided, shall be considered resolved based upon Management's last answer. Any grievance not answered by Management within the stipulated time limits shall be considered resolved based upon the remedy (remedies) defined in the grievance. All time limits on grievances may be extended upon mutual written consent of the parties.

The grievance response time uses the term "work day," which means normal business day/hours for City offices excluding Saturdays, Sundays and legal holidays identified in Article 17. The act or event that gives rise to the grievance, the first day is excluded from computation and the last day is included.

SECTION 4. GRIEVANCE CONTENTS

All grievances (HR Form-23) must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties. The grievance will stipulate the exact article and section of this agreement to which the grievance pertains and the precise remedy for the grievance.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with his supervisor.

4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident(s) giving rise to the grievance.
8. Specific articles and sections of the Agreement.
9. Desired remedy to resolve the grievance.

SECTION 5. GRIEVANCE PROCEDURE/STEPS

Delivery of the City's response to the Grievant, at all steps, will first be via direct delivery by handing the grievance to the grievant. If direct delivery cannot be completed, then direct delivery will be to the Local President. In the absence of the Local President, delivery may be made to any Local Officer on duty. If no Local Officers are on duty then a copy of the response is placed in the Local President's inter-office mailbox with direct phone contact to the President. Voice mail constitutes direct phone contact.

An employee having a grievance may first attempt to resolve it informally with their lieutenant and/or the Battalion Chief.

Step 1 - Fire Chief:
The employee may then present the written grievance form to the fire chief, or designee, within twenty (20) work days of the event(s) giving rise to the grievance, or within twenty work days from when they reasonably should have been discovered by such employee.

The Chief will meet with the Grievant and respond in writing within five (5) work days of receipt of the grievance. If the Grievant does not refer the grievance to Step 2 of the grievance procedure within ten (10) work days of the Chief's response, the grievance shall be considered to be satisfactorily settled. In the absence of the Fire Chief or designee, the grievance "clock" may be stopped by the City for no more than ten (10) work days, then the grievance is referred directly to Step 2. City will coordinate this process with the grievant.

Step 2 – City Manager or His/Her Designee: The employee shall refer the grievance and all relevant material concerning the grievance to Human Resources (HR) within ten (10) work days from the response in Step 1. Referring the grievance is defined as the Grievant handing the hard/paper copy to an HR employee. The City Manager or his designee shall convene a hearing into the cause of the grievance. The City Manager or his designee shall conduct a fair and impartial hearing on the grievance. The City Manager or his designee shall render in writing the City's findings as quickly as possible, but no later than ten (10) work days after the hearing and shall forward such findings, and all supporting data, to the Grievant and the Local. This date is not delayed due to the Grievant's absence from work for any reason.

Step 3 – Arbitration: Should the Grievant not be satisfied with the City Manager or his designee's response to his grievance at Step Two (2), he/she shall notify the Local of their desire to proceed to arbitration.

Should the Local proceed to arbitration with the grievance, the Local shall notify the City by written notification. This written notification shall be delivered by hand or mailed (postmarked) to the City Manager or his designee within ten (10) work days after the Grievant's and/or Local's receipt of the Step Two (2) written response. If the Grievant does not refer the

grievance to Step 3 of the grievance procedure within the ten (10) work days, the grievance shall be considered to be satisfactorily settled.

A. Selection of Arbitrator: Within ten (10) work days following the receipt of the Local's written notification of the Local's intention to proceed to arbitration, the City Manager, or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement with the Local. The arbitrator will be a resident of the State of Ohio. In the event the City and Local cannot reach agreement on an arbitrator, by a joint letter the parties will request the Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators from which the City and the Local shall select one by mutual agreement. Prior to the acceptance of the list, either party shall have the option to completely reject the list of names and request another list from the FMCS, but only one such request by each party in this process. If a mutual agreement cannot be reached from that list, the first party to strike a name in the selection process is determined by the flip of a coin and then striking one name, followed by the other party striking a name, and so on until one name remains.

B. Authority of Arbitrator: The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from other parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion that are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline. Either party may raise the question of arbitrability of a grievance before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same or hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Local, the Grievant, and the City.

C. Arbitration Costs: The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees shall be shared by both parties. The arbitrator shall be requested to rule on the assignment of costs at the time of the presentation of the award. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

D. Arbitrator's Award: The arbitrator's decision will be in writing and should be mailed to the Local and the City within a timely fashion from the date the hearing record is closed.

ARTICLE 11
VACANCY, PROMOTION, AND SHIFT TRANSFER

SECTION 1. VACANCY PROCEDURE

The City and Local utilize the rules and regulations of the Marysville Civil Service Commission for the appointments and promotions in all positions governed by this agreement. However, the parties agree, with respect to original appointments, that the Civil Service Commission shall provide the City with the complete list of all applicants who took and successfully passed the Civil Service examination. The Local agrees that the City shall have the right to choose from the entire list of eligible applicants.

SECTION 2. TEMPORARY AND PROVISIONAL APPOINTMENTS

Nothing in this Article shall be construed to limit or prevent the City from temporarily filling a vacant position pending the City's determination to fill the vacancy on a permanent basis. A provisional appointment is defined as an opening that constitutes a promotion. In both cases of a temporary appointment to a vacated position or a provisional appointment, the appointment will not exceed 180 days. The City reserves the right to temporarily appoint a Part-time Firefighter to a full-time position when manning levels cannot otherwise be maintained due to extended leaves of absences (Military Leave, Injury Leave, etc.). All Part-time Firefighters could be considered for a temporary appointment to include an EMT-Basic that is enrolled in EMT-Paramedic school. This temporary appointment (without vacancy) will not exceed a single 180 calendar days in duration.

SECTION 3. VACANCY APPOINTMENTS

Once the City has determined that a vacancy exists, due to a new position, retirement, resignation, transfer or any other reason; it will utilize Civil Service Commission rules and regulations to fill the position. Once the City receives written notice from an employee to vacate, the City will notify Local 3032, in accordance with Civil Service hiring process and through the internal/external notifications, within 60 days prior to the separation from employment. If the City chooses to temporarily fill the position, as provided for in Section 2 of this Article, the City agrees to compensate the employee temporarily filling the higher position at the base rate of pay for that position. The City further agrees to fill the position at the earliest possible date, not to exceed 180 calendar days.

SECTION 4. SHIFT TRANSFERS

When Management elects to transfer a Local member/employee, management will normally give the employee 20 work days' notice of the shift transfer. This 20 work day notice is waived for transfers that meet an operational need that requires immediate action. Operational need is defined as addressing an issue that deals with the safety and/or security of a firefighter and/or staffing level issues. In addition, the affected employee(s) may also waive the notification period by providing prior approval of the transfer.

All previously approved leave of an employee that is later transferred shall be considered as approved and allowed to be taken after the transfer. In the event of an employee requesting a shift transfer, all previously approved leave will not be considered approved

If the shift transfer requires a switch on station assignment, the vacancy is filled using Section 5 of this Article.

SECTION 5. STATION ASSIGNMENTS

A. Firefighters are assigned by the Fire Chief to specific Fire Stations with consideration to skill sets. A ratio of at least 2:1 EMT-P to non-EMT-P should be maintained at each station. This ratio does not supersede Article 25, Section 1. The Chief will also take into consideration the desires of individual Firefighters who want to be at a specific station.

B. In the event of a full-time temporary transfer, then those vacancies are filled voluntarily based on seniority. If no one accepts the temporary transfer then the vacancies will be filled at the discretion of the Shift Commander. All transfer assignments shall be distributed in a fair and reasonable manner.

C. At no time shall the number of part-time firefighters equal or outnumber the number of full-time staff at any station, regardless of certification.

SECTION 6. 53-HOUR TO 40-HOUR CONVERSION:

Employees that are permanently transferred after July 1, 2019 to either 40-hour from 53-hour; or 53-hour to 40-hour assignment shall have all of their paid time off converted or bought out per the applicable Articles 18 and 20 of this agreement.

In the event the employee is to be reassigned from either 40-hour from 53-hour; or 53-hour to 40-hour for a period longer than 3 months, conversion will take place upon the initial assignment and return to position. Employees will be notified of this in writing.

ARTICLE 12
SENIORITY

SECTION 1. SENIORITY

Seniority means the total length of uninterrupted continuous full-time service with the City of Marysville Fire Division.

The following situation shall not constitute interruptions of continuous service:

A. Absence while on approved leave of absence.

B. Absence while on approved sick or injury leave.

C. Military leave.

D. A lay-off of less than one (1) year's duration.

E. A resignation where the employee is re-employed or reinstated within one (1) year.

F. Family and medical leave.

SECTION 2. LOSS OF SENIORITY

Seniority is lost due to the following:

A. A discharge for just cause.

B. Retirement.

C. Lay-off of one (1) year or more.

D. A resignation other than that designated in Section 1 (E) above.

ARTICLE 13
LAYOFF AND RECALL

SECTION 1. LAYOFF NOTIFICATION

Whenever the Employer determines that a lay-off is necessary in any classification, the Employer shall notify the affected employees at least twenty (20) workdays in advance of the date of lay-off or job abolishment.

SECTION 2. LAYOFF PROCEDURE

The Employer shall determine in which classification(s) layoff or job abolishment will occur. Layoff shall be in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All city funded temporary intermittent, part-time or seasonal employees in the Division of Fire shall be laid off prior to any bargaining unit employees.

SECTION 3. BUMPING

Regular, full-time bargaining unit employees who are placed on lay-off may apply their Divisional seniority to displace an employee with less agency seniority in any lower classification in which displacing employee holds classification seniority. Displacing employees shall be placed on the wage scale of the classification into which they bump at the appropriate step based on their Divisional seniority.

SECTION 4. VACATION BUYOUT

Employees who are placed on lay-off may request to receive payment for earned but unused vacation benefits. Such payment shall be made within sixty (60) days of the request. If the member obtains other employment and submits resignation, then they will receive buyout according to CBA.

SECTION 5. RECALL PROCEDURE

Employees on lay-off will be given a fourteen (14) calendar day notice of recall by certified mail to their last known address as shown on the City's payroll records. Recall from lay-off will be made in reverse order of lay-off, that is, the employee placed on lay-off from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they had been laid off shall lose seniority and employment rights in accordance with Article 12, Seniority.

SECTION 6. RECALL RIGHTS

Laid-off employees shall retain their recall rights for twenty-four months from the time of their actual lay-off. However, laid-off employees shall maintain a current address and phone number for notification with City Human Resources. Failure to do so forfeits recall rights.

ARTICLE 14
PROBATIONARY PERIODS

SECTION 1. PROBATION – NEW EMPLOYEES

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. The probationary period may be extended six months, at the discretion of the Fire Chief. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right of appeal to the grievance procedure over such removal.

SECTION 2. PROBATIONARY PERIOD – PROMOTIONS

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who scores an overall marginal (or less) during their performance evaluation may be returned to his former position and former rate of pay any time during his probationary period or may be placed on a performance improvement plan at which point the probation is extended an additional six months.

ARTICLE 15
NO STRIKE/NO LOCKOUT

SECTION 1. NO STRIKE

The City and the Local recognize that a strike would create a clear and present danger to the health and safety of the public and this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Local shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slow down which affects the Employer or its operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slow down, the Local will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking officer of the Local. Nothing in this Article shall be construed to limit or abridge the City’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

SECTION 2. NO LOCKOUT

During the term of this Agreement, the City shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article. Compliance with federal, state or city policies regarding a pandemic or other health and safety situations, such as a quarantine or isolation, does not constitute a lockout.

ARTICLE 16
WORKING OUT OF CLASSIFICATION

Anytime a member is assigned by the Chief or their designee to rank above their classification, that member will be paid at the 5% below the current year Lieutenant rate of pay for the members current classification for that position while so acting.

The out of classification position will be filled by an assigned firefighter on the shift with the vacancy, that meets the current performance plan job requirements/qualifications for the position and accepts the assignment. In the event that no qualified firefighters are on shift, the Fire Chief shall designate the Acting Officer in Charge (AOIC) at his/her discretion. All assignments shall be distributed in a fair and reasonable manner.

ARTICLE 17
HOLIDAYS

Each member who works a fifty-three (53) hour scheduled work week, shall receive twelve (12) days straight time wage credit per year as compensation for duty performed on holidays throughout the year. This constitutes "Holiday pay". The pay will be at the regular rate of pay (base hourly rate) times ten and a half hours (10.5) for each holiday they were employed during the year. The twelve (12) days represent the following holidays:

New Year's Day	January 1 (or date observed)
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19th (or date observed)
Independence Day	July 4 (or date observed)
Labor Day	1st Monday in September
Veteran's Day	November 11th (or date observed)
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th (or date observed)

In addition, all employees shall receive straight time compensation (ten and a half (10.5)) for any day or time period specified by the City Manager or his designee as a "City Holiday" or "Offices Closed" where any City employee is compensated.

Payment for such holidays shall be made in the second pay period in November in a separate check. Any fifty-three (53) hour work week employee, who terminates employment during a given year, shall be entitled to a prorated portion of the holiday pay they would otherwise be entitled to receive. The proration shall be determined by using regular rate of pay at the time of separation multiplying the number of holidays specifically listed herein which have occurred during the current year prior to termination times ten and a half hours (10.5).

Any employee changing ranks during the year, would be paid for each holiday listed above by using the pay range they occupy for each applicable holiday during the year. All holiday pay is done at the step rate during the date of computation.

Members on a forty (40) hour work week will observe the above holidays in accordance with City Policy 500- *Holidays,* and city schedule. These members shall receive eight (8) hours of Holiday pay or straight time based on regular workdays, as applicable, for each of the designated qualifying holidays. Payment for shall be at the members regular rate of pay and paid during the pay period in which the holiday occurred. Holidays are credited as time worked, up to 8 hours for overtime computation under the 40-hour scheduled member.

Bargaining-unit members shall receive time and one half pay ("Holiday Duty Pay") as compensation for duty performed on any holidays mentioned above or a time period specified by the City Manager or Designee as a "City Holiday" or "Offices Closed" where any city employee is compensated. This does not apply when the City recognizes one of the above mentioned twelve (12) holidays on the nearest business day for a holiday that lands on a weekend. Hours worked are still used to compile overtime computation. Hours working in overtime and holiday duty pay are paid at 2.25 times the normal rate.

Employees voluntarily on duty and /or off on a shift trade are paid per the above process. Any employee voluntary/ forced in required to work on a holiday which is not the employee's normal shift shall receive an overtime rate of two and one half (2.5) times their normal hourly rate for such overtime hours. During that pay period, these hours count as hours worked and also count as overtime paid hours for that pay period. Hours worked on the above holidays shall be the hours between 0700 hours the day of the actual holiday until 0700 hours of the day after the actual holiday.

It is agreed that there is no stacking of holiday time and call-in time.

ARTICLE 18
ACCRUED, EARNED AND ACCUMULATED LEAVE OTHER THAN SICK

SECTION 1. DEFINITION

This leave is defined as all Personal Leave, Vacation Leave, and Compensatory Time.

SECTION 2. ACCRUAL OF LEAVE

A. Personal Leave: Fifty-three (53) hour employees will receive forty-eight (48) hours of personal leave, forty (40) hour employees will receive forty (40) hours or if transferred or hired after 7/1/2019 they will receive thirty-two (32) hours of personal leave—with pay, each anniversary year. All employees covered under this agreement are entitled to this personal leave upon their date of hire.

B. Vacation Leave: The employee is first eligible to use vacation leave as it is earned per pay period and shall earn vacation allowances as of their first day of employment and be credited and eligible for future vacation leave per pay period thereafter.

Employees working the 24-hour shift schedule earn vacation on the following schedule:

Months of Service	Hours Per Month
0 ≤ but, ≥ 60 months of service	14 hours per month
60 ≤ but, ≥ 144 months of service	21 hours per month
144 ≤ but, ≥ 228 months of service	28 hours per month
228 or more months of service	42 hours per month

Employees working the 40-hour workweek schedule earn vacation on the following schedule:

Years of Service	Hours Per Month
0 ≤ but, ≥ 60 months of service	8 hours per month
60 ≤ but, ≥ 144 months of service	12 hours per month
144 ≤ but, ≥ 228 months of service	16 hours per month
228 or more months of service	20 hours per month

*Conversion Note: Vacation time for employees permanently changing from 53-hour to 40-hour will have vacation bought out above the max level able to transfer to their new position at current wage on the day prior to the new assignment date.

C. Compensatory Time**:** Compensatory time shall be accumulated, at the option of the employee, at the rate of 1.5 hours for each hour of overtime worked. The maximum number of hours that may be accumulated at any one time shall be 240 hours and the maximum amount carried over from year to year, is 144. Any hours over that amount shall be paid at the overtime rate during the pay period they were earned.

*Conversion Note: Compensatory time for employees permanently changing from 53-hour to 40-hour or 40-hour to 53- hour will be bought out (to zero) at current wage on the day prior to the new assignment date.

SECTION 3. SCHEDULING/APPROVAL/CARRYOVER

A. Personal Leave: All personal leave shall be approved subject to the operational requirements of the Division. Personal leave may 30-minute increments. Personal leave for up to one 24-hour shift may be taken without advanced notice provided that operational requirements of the division are met. If personal leave is used in conjunction with vacation leave or compensatory time that totals more than 3 total days/shifts, it must be scheduled with 2 weeks advance notice as in the vacation leave section. Personal leave days do not accumulate from anniversary year to anniversary year

Advanced scheduling of personal leave shall be allowed and followed as per the vacation leave scheduling below.

B. Vacation Leave: All vacation shall be approved subject to the operational requirements of the Division. Requests for up to a single shift day may be made on the day requested subject to the department staffing requirements. Requests for two (2) or three (3) consecutive shift days shall be made forty-eight (48) hours in advance. Vacation requests longer than three (3) shift days will be made in writing two (2) weeks before the start of such vacation. Leave requests for the following year shall be in writing and filed by November 30 each year, and shall be scheduled based on seniority. Starting at the November 30th date and counting back for each member to be given 3 calendar days to complete their leave requests. Starting with the highest seniority and then passed to each individual member accordingly in order of seniority. Should such an approved leave be cancelled at the applicant's request, the applicant shall move to the bottom of the vacation seniority list, and the time period assigned to the next person in seniority. Vacation leave shall be used in the same increments for personal leave. Personnel may request vacation in Telestaff that is as of yet, not earned, but may not take the actual vacation time if it is not already earned.

After November 30, leave requests shall be scheduled on a first applied, first approved basis subject to all other requirements of this article.

C. Vacation Carryover: The maximum accruement (or vacation bank) for all employees is two (2) and one half (1/2) times their current annual accumulated vacation hours (see tables for accrual rates). Vacation cannot be accrued above that amount and will automatically be deleted (or not banked). Employees are urged to utilize MUNIS/ESS to self-manage all paid time off.

D. Compensatory Time: Compensatory Time leave for up to one 24-hour shift may be taken without advanced notice provided that staffing requirements of the division are met. Requests for two (2) or three (3) consecutive shift days shall be made forty-eight (48) hours in advance. If compensatory time leave is used by itself or in conjunction with vacation leave or personal leave that totals more than 3 total days/shifts, it must be scheduled with 2 weeks advance notice as in the vacation leave section. A maximum of 144 hours of compensatory time may be carried over from year to year. Compensatory time shall be used in the same increments for personal leave. Compensatory leave may not be scheduled until the time has been accrued.

SECTION 4. CALL TO DUTY

Employees called back to work while on approved leave other than sick will have all unused leave restored (employees cannot be ordered back off sick leave). Employees ordered to work while on approved leave other than sick are paid one and a half times the straight time hourly rate for all hours worked. During that pay period, these hours count as hours worked and also count as overtime paid hours for that pay period.

SECTION 5. END OF SERVICE BUY-OUT

Employees ending service to the City of Marysville are entitled to leave other than sick buy-out at the employee's current wage at time of separation. Employees with less than twenty-six (26) continuous pay periods of service with the City who are dismissed for just cause shall not be entitled to payment for vacation leave.

ARTICLE 19
LEAVE OF ABSENCE FOR MILITARY TRAINING

The City of Marysville provides eligible employees military leave for active military duty or reserve training with any branch of the United States Armed Forces. Military leave is issued in accordance with Federal and State law.

ARTICLE 20
SICK LEAVE

SECTION 1. ACCRUAL AND USE

Sick leave shall be accrued at the rate of six and 9/10 (6.9) hours of sick leave every pay period for employees working 24-hour shifts and at a rate of four and 6/10 (4.6) hours of sick leave for employees working 8-hour shifts. Employees will be compensated at their regular hourly rate for all authorized sick leave. Sick leave is taken in thirty (30) minute increments.

*Conversion Note: For employees permanently changing from 53-hour to 40-hour or 40 hour to 53- hour sick time will be divided by 1.5 or multiplied by 1.5 respectively at the date of assignment. All time will be rounded to half an hour.

Employees may only use sick leave that has been accrued. Sick leave may be used for the following reasons:

1. Personal injury, illness, physical incapacity, or doctor's appointment(s).
2. Illness, injury or doctor's appointment for the employee's immediate family, to include significant other, requiring employee's personal care and attendance. Such leave may be up to 30 days to make appropriate longer-term arrangements.
3. Enforced quarantine of the employee.

Upon request of the City, an employee requesting sick leave must provide such medical or other documentation as will prove the need for the leave when said leave exceeds 2 consecutive 24 hour shifts or 3 days (40-hour personnel) or when sick leave abuse is reasonably suspected*****. The City may require the employee to be examined by a medical professional of its choosing, and at the City's expense. If the opinion of the employee's treating caregiver and the City's chosen medical professional conflict, the City may require a third opinion at the City's expense, and the City will abide by the third opinion in its determination.

*****For the purposes of clarification, suspicion of sick leave abuse may include (but is not limited to) the following:

1. Excessive sick leave taken over the course of a month or year.
2. Sick leave repeatedly taken on the same day of week.
3. Sick leave repeatedly taken in conjunction with scheduled days off.

SECTION 2. RETIREMENT PROCEDURE

Employees retiring under a State regulated retirement system shall receive payment of accrued but unused sick leave on the basis of one hour's pay for each four (4) hours of accrued sick leave. Said payment is intended not to exceed four hundred eighty (480) hours regardless of the number of sick leave hours accumulated. Payout is done at the time of separation. Employees must provide a minimum of 60-day notice for a retirement to complete the final buy-out process. Failure to meet the 60-day notice will delay the final buy-out.

SECTION 3. SICK LEAVE INCENTIVE BUY-OUT PROGRAM

On October 1st of each calendar year, employees may participate in the sick leave incentive buy-out program as detailed in this section. Provided the firefighter maintains 480 total hours (40-hour employees) or 672 total hours (24-hour shift), the employee may choose to sell sick leave hours at the current hourly rate. The City will buy out a maximum of 40 hours (40-hour employees) or 53-hours (24-hour shift) of the sick leave hours annually. Total hours sold for any year is calculated by subtracting hours used that year from 40 (for 40-hour personnel) and from 53 (for 24-hour personnel). The program year is defined as the day after the second pay day in November until the date of the following year's second November pay date. Bereavement leave is counted against employee sick leave account, but not counted against the sick leave buy-out incentive. Employees may use up to 8 hours of sick leave annually for wellness program-related use and it will not be counted against the sick leave buy-out incentive, so long as the employee has participated in the wellness incentive program and noted the sick leave as such. Such payment shall be made in the last pay period in November of each year. The employee will send the written request through the appropriate chain of command to Finance by October 1st for the payment to take effect.

Due to Firefighter/EMT employees' excessive exposure to many sicknesses as part of their official duty, MFD employees may also submit for sick leave buy-out incentive by April 1 of each year, at half the above rates. A 40-hour employee may submit for 20 and a 24-hour employee may submit for 26.5 (minus usage for that period (start of 2nd pay in November of previous year through March 31st of that year). The employee will send the written request through the appropriate chain of command to Finance by April1st, but payment will not be made until the last pay period in November of that year. When the employee elects to utilize the mid-year April 1st period, the subsequent October 1st submission would be for the other half of the annual entitlement (April 1st through end of 1st pay period in November).

SECTION 4. BEREAVEMENT LEAVE

In the event of death in the immediate family or significant other (defined as live-in, adult relationship), an employee shall be entitled to two (2) twenty-four (24) hour working days (53-hour employees) or five (5) eight (8) hour working days (40-hour employees) to make funeral arrangements, attend funeral services and/or interment, if needed for such purposes. Immediate family for these purposes shall be defined as a mother, father, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, child, or step-parent, half-brother, half-sister, step-brother, step-sister, or step-child.

In the event of the death of other family members including grandparent, grandchild, grandparent-in-law, the employee shall be entitled up to one (1) twenty-four (24) hour working day (53-hour employee) or up to three (3) eight (8) hour working days (40-hour employees) to attend the funeral and tend to family needs. Credit for such funeral leave shall be taken against the sick leave balance of such employee. Additional sick leave may be granted at the discretion of the Fire Chief.

SECTION 5. FAMILY AND MEDICAL LEAVE

Family and Medical Leave will be granted in conjunction with Federal law and City policy.

ARTICLE 21
INJURY LEAVE: ON-DUTY & OFF-DUTY

SECTION 1. INJURY LEAVE (ON-DUTY) POLICY

It is the City of Marysville's policy to pay all regular Fire Division employees injured in the line of duty (work related) injury leave (or wage continuation) for a period not to initially exceed thirteen (13) work weeks. At the 13-week mark the employee will enter the Bureau of Workers Compensation (BWC) lost wage system. For injuries where medical authority strongly believes back–to-work status will happen within another 13 weeks, management may extend the injury leave as outlined in this article. Injury leave is granted only for an injury incurred in the performance of official duties with the City, provided the procedures of this article are followed. This article is used in conjunction with the MFD Wellness and Fitness Initiative Program. Where there is a conflict between the two products, this article takes precedence.

SECTION 2. INJURY LEAVE (ON-DUTY) PROCEDURES:

1. When injured in the line of duty, the employee will complete the accident/injury form and shall report such injury to the Division management immediately, but not more than forty-eight (48) hours after the employee was injured, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement.

2. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury if the proper documentation is submitted to HR. This documentation will include, but is not be limited to, a statement from a physician, and any necessary BWC forms and other documents as may be required by the City. In the event that the BWC determines that the injury is not employment related, at any time the employee is or has been absent from work, that time shall be deducted from the accrued sick leave or other earned leaves.

3. The C-55 is required for all lost-time claims where the employee cannot work for more than seven (7) calendar days. The C-55 must be signed by the employee by the seventh (7^{th}) day. The C-55 will not cover more than 45 calendar days. A subsequent C-55 is required prior to the start of any additional time period beyond the 45 days.

4. During the period of time an injured employee is being paid under injury leave, all normal benefits given to regular full-time Fire Division employees shall remain in force with no deductions to earned sick leave and/or vacation time. Injury leave is the normal payment the employee would have received if on a normal schedule.

5. In all cases where more than thirteen (13) weeks have been used by an employee, the City Manager may extend such leave by an additional thirteen (13) weeks, if such necessity is determined to his satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician stating the need for the extension. The City reserves the right to have a physician of its choice examine the employee prior to deciding. The City Manager's decision shall be final and binding and not subject to the grievance procedure. All cases will be dealt with on an individual basis, and the City's decision on each case will be without prejudice or precedence.

6. After the employee is in the BWC lost wage system they have the following 3 options:

a. Receiving temporary total (TT) alone from the BWC.

b. Receiving TT from the BWC and using City sick leave as a "supplement" to their lost wages. The amount of sick leave used is calculated by subtracting the TT amount from the average wage used during the wage continuation period. The employee uses the amount of sick leave needed to bring the 66 and 2/3rd% wages up to the average.

c. Using City sick leave as a "replacement" for TT. The employee must notify the City on or before the last day of the wage continuation of their choice. If the sick leave option is selected, the employee will notify the BWC that they are receiving sick leave in "replacement" of TT.

Bargaining unit members who are placed on TT, as provided per the section, will continue to accumulate all paid leaves and be entitled to the appropriate insurance as stipulated within this agreement.

7. While an employee is on injury leave and/or TT, that employee will report to work every 15 days and update management on their medical status. This status report will be in person or via phone if medical necessity prevents. The City may, at any time the employee is on injury leave, direct the employee for medical evaluation. Failure to report status or show for medical evaluation may result in the employee moving from injury leave to BWC wage loss status. Failure to report status or show for a medical evaluation while on TT may result in discipline.

SECTION 3. TRANSITIONAL WORK AND LIGHT DUTY:

Employees injured in the line of duty may be offered by management the opportunity for transitional/light duty as indicated by their medical professional. Employees shall not be required to return to work on transitional/light duty unless and until their medical professional authorizes such a return. Employees that are medically cleared for transitional/light duty, but fail to report to work are subject to discipline for failing to report and/or may be moved from injury leave to the BWC wage loss system

Management will offer light duty to employees on a case-by-case basis with priority given to work-related injuries. Employees with non-work-related injuries may be offered light duty with consideration of: the nature of the events giving rise to the injury/illness; the medical provider's recommendation; availability of light duty; ability to define dates, times and duration; not to conflict with physical therapy or other return-to-work process, and other performance and/or behavioral issues.

SECTION 4. NON-WORK-RELATED EXTENDED INJURY/ILLNESS PROCESS

Employees injured in non-work-related incident or accident, which limits the ability to be fit for duty, may use the following process. The below process is in place to identify steps, set expectations, create milestones, and provide options where possible. This 12-month maximum mark process is only available to an employee once in their career. A second (or more) major injury/illness for that employee will result in just FMLA and paid time off coverage benefits. Additionally, MFD can only utilize this process for a maximum of three employees at one time. If a fourth employee has a major injury/illness, it will also result in just FMLA and paid time off coverage benefits.

1. Employees will utilize the FMLA process in accordance with City Policy in the event of a serious medical event (injury/illness) and the employee cannot work.

2. Employees first utilize sick leave in accordance with Article 20 of this agreement for non-work-related injuries/illness and in conjunction with FMLA.

3. If at some point, either during the FMLA or afterwards, the employee runs out of sick leave, they may use any and all other paid time off (other PTO: vacation, personnel, and compensatory time) to provide paid leave in accordance with this section. The usage of PTO, may continue up to 12 months from the initial time of injury/illness.

4. If the injury or illness extends past the FMLA 12 weeks mark, the employee will provide a doctor's note regarding the reasons for the extended absence and a projected return to work date, if possible. This note and all notes referred to in this process will be filed in the employees' HIPPA compliant medical record. Supervisor may request updated certification/doctors' notes periodically, but no more than one report every 30 days, to document the absence.

5. During the FMLA 12 weeks and beyond, the employee will check-in (telephone or meeting) with their supervisor bi-weekly to keep their supervisor informed regarding any return to work progress and their medical condition, along with verification of employee timecard with PTO usage.

6. If at some point before the 12-month mark, the employee runs out of all other PTO, they may apply for sick leave donation per City Policy. Sick leave donation may last up to 480 hours.

7. If sick leave donation runs out before the 12-month mark or is not made available, the employee may apply for short-term disability in accordance with City policy. Short term disability may last up to 13 weeks.

8. If the employee is not otherwise determined to be medically able to return to work after exhausting FMLA, all forms of PTO, sick leave donation and short-term disability, and the 12-month mark has not been hit; a determination point is reached. The employee would be examined by Occupation Health. They would determine the feasibility of a return to work and provide a projected date of return. The employee agrees to release a record of that visit to the City of Marysville. If the employee can feasibility return to work on or before the 12-month mark from date of injury/illness, the employee may apply for leave without pay per City Policy for the remaining time to extend to the 12-month mark. At the 12-month mark, the employee must successfully pass a functional capacity evaluation, at City's expense, for a full return to duty or the employee is medically retired.

9. In all cases, if the employee is still not medically able to return to work at the end of the 12-month mark from the date of the initial injury/illness; the employee is medically retired by the City on the calendar day after the 12-month mark.

10. If at any point in the above process the employee is made aware that a medical doctor has determined they will never be able to return to duty (they have reached a maximum medical improvement [MMI] status) or a medical doctor projects that the employee cannot reasonably return within one year from the date of injury/illness, that employee must notify

their supervisor within one calendar week from the notice. After this notice, the employee has 12 weeks or the 12-month mark (whichever is sooner) to utilize PTO available until they are medically retired. At this point of MMI, MFD is authorized to backfill the position.

11. At any point in the above process, the City reserves the right to have the employee be examined by Occupational Health at the City's expense. The employee agrees to release a record of that visit to the City of Marysville.

12. In all cases, the employee must present medical approval for a full return to duty. The City, at City's expense, may have the employee examined by Occupational Health and/or have the employee successfully pass a functional capacity evaluation for a full return to duty. The employee agrees to release a record of such visit to the City of Marysville.

ARTICLE 22
SPECIAL LEAVES

SECTION 1. SPECIAL LEAVE

In addition to other leaves authorized herein the City may at its sole discretion authorize a special leave of absence with or without pay for purposes beneficial to the member and the City.

SECTION 2. JURY DUTY LEAVE

A member while serving upon a jury in any Court of Record will be paid his/her regular salary for each of his workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury fees to the Chief who will then deposit such funds with the Director of Finance. Time so served shall be deemed active and continuous service to all purposes.

SECTION 3. EXAMINATION LEAVE

Time off with pay shall be allowed for members to participate in Civil Service tests or to take a required examination, pertinent to their City employment before a State or Federal licensing board.

SECTION 4. COURT TIME

Time off with pay shall be allowed members who are required to attend any Court of Record in the State of Ohio in civil or criminal matters relating to duties performed for the City of Marysville. Upon receipt of payment for witness service, the member shall submit fees to the Chief who will then deposit such funds with the Director of Finance. The employee shall be allowed to keep incidental expense fees (meals, parking, mileage) from the reimbursement due the City. In addition, the employee is entitled to keep all remaining fees in excess of his/her City salary for same period of time.

SECTION 5. ADMINISTRATIVE LEAVE

Members may be placed on or provided paid administrative leave at the discretion of the City Manager. The member will be paid at their regular rate for the time that they are assigned to administrative leave.

ARTICLE 23
WAIVER IN CASE OF EMERGENCY

SECTION 1. EMERGENCY PROCEDURE

In the case of a publicly declared emergency that interferes with normal day to day operation and defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the City Manager of the City of Marysville, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the employer:

A. Time limits for replies on grievance; and

B. All work rules and/or agreements and practices relating to the assignment of all employees.

C. Extension of temporary and provisional appointments, not to exceed 12 months from the time of appointment.

SECTION 2. GRIEVANCE PROCEDURE

Upon termination of the Emergency, should valid grievances exist, the grievances shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they {the grievance(s)} had properly progressed.

ARTICLE 24
HEALTH, SAFETY, AND DRUG-FREE WORKPLACE

SECTION 1. SAFE WORKING CONDITIONS

Safety must be a prime concern and responsibility of both parties. Therefore, the City accepts the responsibility to provide safe working conditions and working methods for its employees. The employee accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods set forth by the City. NFPA 1500, 1582 and 1583 shall serve as a general resource and guide. The local shall appoint a health and safety liaison to assist in assuring a safe working environment.

SECTION 2. PROCEDURE UNSAFE CONDITIONS

All working conditions an employee believes to be unsafe must be reported to the employee's supervisor in charge in writing as soon as said unsafe working conditions are known and shall be followed by written notification within twenty-four (24) hours of discovery. The supervisor will investigate all reports of unsafe working conditions, and will make every effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

SECTION 3. COMMUNICABLE DISEASE PROCEDURE

The members of any emergency squad unit or fire employee shall notify the chief or his designee of any communicable disease encountered while rendering EMS services. The Fire Chief or his designee will determine, with consultation of a physician, what action if any is necessary to protect the health of affected employees. The City agrees that if medical attention under this section is required which is not covered by the employee's hospitalization plan or workers compensation that the City shall reimburse the employee for those necessary but uncovered expenses incurred.

SECTION 4. SAFETY DISCUSSIONS

The City and the Local shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled City safety meetings.

SECTION 5. DRUG-FREE WORKPLACE PROGRAM

In concert with our Drug-Free Workplace Program (DFWP), the City of Marysville believes that employees share responsibility for a safe work environment and that it is reasonable for employees to avoid usage of alcohol and other drugs that affects their performance and safety at work. Our primary interest is in preventing all accidents and injuries. The City will administer the drug-free workplace policy in accordance with City Policy 715.

ARTICLE 25
EDUCATION AND TRAINING

SECTION 1. EDUCATIONAL REQUIREMENTS:

A. All line personnel hired after January 1, 2001, must maintain their EMT certification as a condition of employment. All firefighters hired after January 1, 2013, must hold a current and valid state of Ohio paramedic certification (EMT-P) as a condition of employment for their length of employment with the City of Marysville. Additionally, no Firefighter (those hired before January 1, 2013) can drop any EMT-P certification after holding it for six years, if that action takes the Fire Department below a 50% rate of certified full-time Firefighters**.** The individual may voluntarily drop their certification after this 6-year period provided the member voluntarily dropping their certification gives at least a 20-calendar day notice to the Fire Chief. Line personnel hired after January 1, 2001 that drop their certification as a paramedic must maintain their EMT certification as a condition of employment.

B. Any current employee that starts paramedic school after January 1st, 2001 will be required to maintain that certification under the same stipulations stated above.

SECTION 2. TRAINING

The City will provide all required training at no cost to the employee when the Chief determines the training benefits the citizens and improves the operation of the Division. Employees submit requests for training to the Fire Chief for approval. Employees shall be granted leave with pay to attend approved training. For the purposes of overtime, it shall be paid to the employee for City mandated training only. Time off is granted as follows:

- One-Day Class:
  -- Within 100 miles (one way) from Station 271: On a duty day, take training and return to work. If not on duty, take the class.
  -- Over 100 miles: Overnight stay is authorized with travel after 1630 the day before. After the training on a duty day, return to the station. After training on a non-duty day, return home.

- Two-Day Class: Leave as in above (one-day).

- Three-Day Class: Take the shift off during class.

- Four-Day Class: Take one shift off -except as follows;
  -- If duty day is first day of class-take that day off and return to duty after class on the fourth day, unless the class is out of town and return to work is unreasonable.

- Five-Day Class: Take two shifts off as follows;
  -- Sunday-Wednesday-Saturday shifts take first two days off.
  -- Monday-Thursday or Tuesday-Friday shifts take those days off.

- Six and Seven-day Classes: Two shifts off with additional time off given at the Fire Chief's discretion.

- Two-Week Class: Take four shifts off.

Once training is approved the employee attends the class. If, however, the Fire Division incurs overtime (due to staffing issues) while the employee is at training, the employee may be required to return to duty at the Chief's discretion if within commuting distance (100-mile radius from Fire Station). Also, the employee may be placed on a 40-hour work week for classes that are one-week in duration or longer-at the discretion of the Fire Chief.
If the individual is in a city vehicle, and when multiple members are on training and are required to return to work the remainder of their shift, then the member in closest proximity to Station 271 will be ordered back regardless of training or seniority. If the training is continued on the next day, the junior member will be mandated to return to duty regardless of distance.

Employees that attend Union County or MFD hosted training events disconnected from their regularly scheduled hours of work or Overtime shift work, will be paid at 1.5 times their hourly base rate. These hours are paid as they are worked and are paid at an overtime rate; they are not included in the consecutive hours to calculate Overtime. The Fire Chief has the final determination on what training events fall under this category.

ARTICLE 26
TUITION REIMBURSEMENT

SECTION 1. POLICY AND ELIGIBILITY

The City of Marysville sponsors a tuition reimbursement program, in order to assist employees in obtaining job-related skills and knowledge. All regular full-time (non-probationary) employees completing at least one year of service prior to the start date of the course(s) are eligible.

SECTION 2. LIMITS AND PROGRAM CRITERIA

A. The program provides for a maximum tuition reimbursement of $3,500 for undergraduate courses or $6,500 for graduate courses over the span of one calendar year. **This includes tuition, fees and books.** The City maintains the right to further set limits on reimbursement based on the City's financial state. When an adverse financial situation necessitates the City discontinuing a previously approved employee program, the City will notify the employee as soon as possible and make every effort to pick-up the program in place the next calendar year.

B. The coursework must directly relate to the employee's job or career path as determined by management.

C. Employees will take course(s) at an accredited college, university, community/junior college or business/commercial school.

D. The City will reimburse for certification courses if the courses are required and relevant to the employee's current position. The employee does not need to take all the courses in the certification program to be eligible for reimbursement.

SECTION 3. APPLICATION PROCESS

A. The employee must notify their supervisor of the courses and costs for class work by June 1 for the next calendar year to give their supervisor proper notice to budget for the tuition. The employee will then complete City of Marysville HR Form – 10 (Tuition Reimbursement Request) by January 31 for each year to estimate their participation in the tuition reimbursement program for that year.

B. Submit applications through the Fire Chief for approval to the Human Resource (HR) Manager. HR may process applications received late if it is determined there are extenuating circumstances.

C. If the Fire Chief does not approve the request, the request is still submitted to HR with a written explanation. For individual courses and/or programs, include a description or outline of each course, as well as associated fees.

D. HR routes the complete request form back to the employee and files a copy in the employee's record.

E. All approved applications for that calendar year will be honored by the City.

SECTION 4. DEGREE PROGRAMS

For degree programs, the request must include a list of courses required for the program and a copy of the acceptance letter for the degree program. Once the Fire Chief and HR approves a degree program, it is not necessary to submit requests for each term. Instead, the employee completes and submits the appropriate institutes' term enrollment form to HR. If the employee's major is changed, department/division heads and HR must approve the new degree.

SECTION 5. APPEAL PROCESS

If all or part of an employee's request is not approved, the employee may appeal the decision to the City Manager. This appeal is a written letter/memo detailing additional information and submitted to the City Manager within 72 hours of the HR notification to the employee. The City Manager will issue the final written decision within five workdays.

SECTION 6. REIMBURSEMENT PROCESS

The City reimburses employees upon successful completion of the course(s) (grade of C or better). After submitting required documents to HR, employees receive tuition reimbursement as a separate check enclosed with their paycheck for the following pay period. An employee must submit the following documents to HR within 45 days of the completion of an approved course:

A. Copy or original request form (HR Form – 10).

B. Official receipts showing payment for tuition and fees by employee.

C. A grade slip.

D. A certificate or letter documenting successful completion of certification coursework.

SECTION 7. PAY BACK FOR RESIGNATION/TERMINATION OF EMPLOYMENT

If an employee resigns or is terminated within 2 years of receiving tuition reimbursement, that employee must pay back reimbursements. Within the first year after reimbursement, the employee must pay back 100% of the reimbursement. Within the second year after reimbursement, the employee must pay back 50% of the reimbursement. This payback is deducted from remaining City paychecks. All funds in excess of City paychecks are due on or before the last day of employment.

If any employee is laid-off by the City he/she is not responsible for paying back the City for any tuition costs. The exception to this provision is when the employee refuses recall under the lay-off, then the repayment scheduled shall apply.

ARTICLE 27
INSURANCE

SECTION 1 – MEDICAL

(1) Wellness Program: The City and IAFF both recognize that an effective wellness program can help keep the workforce healthy and also keep medical insurance costs down. The City will maintain some form of wellness committee and IAFF will provide a member to that committee. The committee will meet as necessary to promote a health workforce vision and implement goals and action steps to that end.

(2) Medical Plans: The City offers the following three plans to all members of IAFF:

Plan A (PPO):

Coverage Changes	PPO
Deductible (Single)	$100
Deductible (Family)	$200
Out-of- Pocket Individual (Ind)	$600
Out-of-Pocket Family	$1,200
Office Visits	$15 co pay
Allergy Injections	$5 co pay
RX Retail	Tier 1: $10 Tier 2: $25 Tier 3: $40 Tier 4: Mandatory Gen.
Rx Mail	Tier 1: $10 Tier 2: $65 Tier 3: $120 Tier 4: Mandatory Gen.
Lifetime Max (Ind)	Unlimited

Plan B (HRA): This a consumer-driver Health Reimbursement Account (HRA).

The City of Marysville may make a pledge to your HRA account each year. The amount of that pledge will vary depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The unused portion of your HRA account will carry over from year to year, but there is a cap on your HRA account balance depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The following schedule outlines the annual pledge and cap and shall take effect on January 1, 2023:

	Single Coverage Annual Contribution	Family Coverage Annual Contribution
Annual Pledge	$ 1,450	$ 3,000
Maximum Cap	$ 5,000	$ 10,000

- Beginning of Year: Your annual pledge for the year is based on your status under the group health plan as of the first day of the plan year (or open enrollment). The annual pledge is deposited into your HRA account on or about January 7. Example: if you elect family coverage your annual pledge is $3,000 for the plan year. The maximum cap is also based on this same status and your previous years in the plan. The amount in your account as of December 31 of

that previous year is used to determine your cap. If the employee has claims pending from that previous year (date of service before January 1), they must produce this claim information on or before April 1 of the current plan year to gain credit to the cap.

- New Employees: New employees are given a pledge amount prorated for the entire year based on their single/family status. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, gets 3 months of $1,450 or $362.50.

- Single/Family Changes in Plan Year: If the employee switches from family to single coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorate to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).

Note that your HRA account balance is forfeited if your employment with the City of Marysville terminates for any reason.

Plan C (HSA): The following schedule outlines the annual city contribution and shall take effect starting January 1, 2023:

There is no cap regarding the HSA.	**Single Coverage Annual Contribution**	**Family Coverage Annual Contribution**
Annual Contribution	$ 2,000	$ 4,000

- Beginning of Year: Because there is no cap regarding HSA, the employee receives funding based on the type of plan (single/family) distributed in four equal sums on a quarterly basis starting during the first pay period ran for that quarter. The funding goes directly to the employee.

- New Employees: Funding is based on type plan (single/family) and is prorated for the year. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, gets 3 months of $2,300 or $575.

- Single/Family Changes in Plan Year: If the employee switches from family to single coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorate to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).
- Employees leaving employment with the City are no longer eligible for the HSA as of their last official date of service. Funding is carried forward from one year to the next. If the employee elects to not select the HSA the funding remains the employees. Account balance remains with the employee who opted out.

(3) Premium Splits: The City and labor agree to an 80/20% split respectfully, regarding monthly premiums for the above plans.

Should the adopted health care legislation of the Congress of the United States alter (by-law) these plans during the term of this agreement, the parties agree to meet to discuss changes and implementations of the required Federal Health Care legislation.

(4) Option (Opt) Out/Stay Out Provision: The City reserves the right to initiate an Opt Out/Stay Out program during the term of this collective bargaining agreement to see if it is

fiscally sound to the citizens as well as a viable choice to the employee. It would be given as an option only to the plans listed in this article.

(5) Change in Carriers: If it becomes necessary to change carriers and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Union prior to implementing the change in order to negotiate the impact of any proposed change. The City will make every effort to fund a plan or plans as similar to this that currently exist, but there is no guarantee that the exact plan will be available based on carrier.

SECTION 2. LIFE

The City agrees to provide a term life insurance policy covering each employee in the amount of 1.5 times the employee's base salary up to a maximum of $50,000. The City shall pay the entire cost of the policy to this level.

Local employees can purchase insurance above the $50,000 (or 1.5 times salary limit, whichever is lesser) City provided insurance at a rate determined by the carrier, not to exceed a $200,000 limit. The employee will have to fulfill any medical physicals as required by the carrier. If the rate changes-employees will assume the cost increase. If the City incurs legitimate business reasons to change insurance providers, the City will still provide the base $50,000 coverage and the employees may still purchase more insurance at the new carrier's rate. In either case, the employee will also field any and all IRS tax issues for the insurance above $50,000 (or 1.5 times salary). Life insurance reduces by 35% at age 65, and to 50% of the original amount at age 70.

SECTION 3. PROFESSIONAL LIABILITY

Professional liability insurance coverage will be provided to the members at the City's expense.

SECTION 4. SHORT-TERM DISABILITY

The City shall assume self-funding of the short-term disability program for off-the-job accidents and illnesses. The employee shall first use accumulated sick leave for such off-the-job accidents and illnesses. After accumulated sick leave has reduced to 72 hours, the City shall provide compensation up to sixty-seven percent (67%) of the weekly wage not to exceed $500 for a period up to 13 weeks. Such payments shall begin after seven (7) days for illnesses and zero (0) days for accidents, if the employee has no accumulated sick leave. Both parties agree that Management reserves the right to disapprove this entitlement on a case-by-case basis when evidence of excessive use exists.

ARTICLE 28
LONGEVITY PAY

Employees are provided longevity pay based initially on their hire date. On the first anniversary of that hire date they receive 1 year of service credit towards longevity pay and 1 additional service credit year on each following anniversary date. On November 15th of each year the number of service credit years on that date is used to determine the pay factor below. Only full years of service count.

Longevity Table		
Service Months Worked/Tiers	**Payment**	**Paid Out Date**
0 - 35 months	Not eligible	N/A
36 - 59 months	$800	2nd payday in Nov
60 - 119 months	$1,100	2nd payday in Nov
120- 179 months	$1,400	2nd payday in Nov
180 - 239 months	$1,800	2nd payday in Nov
240 + months	$2,200	2nd payday in Nov

In the case of retirement, the employee is paid prorated longevity on retirement. Employees resigning or terminated are not eligible for this prorated longevity.

ARTICLE 29
INCENTIVE PAY

SECTION 1. FIRE AND EMERGENCY SERVICE INSTRUCTOR

Employees holding a valid Fire and Emergency Service Instructor Certificate and assigned to the duties of instructor shall receive at each pay period a payment of $75. Performance of this additional duty will be included on the employee's performance plan as an additional performance factor and evaluated in accordance with City policy.

SECTION 2. MAINTENANCE COORDINATOR

Employee(s) assigned by the Fire Chief to act in the position of Maintenance Coordinator shall receive at each pay period a payment of $100. Performance of this additional duty will be included on the employee's performance plan as an additional performance factor and evaluated in accordance with City policy.

ARTICLE 30
HOURS OF WORK AND OVERTIME

SECTION 1. HOURS OF WORK

Employees covered by this Agreement shall work either twenty-four (24) hour shifts or eight (8) hour shifts. Each employee shall be assigned to a regular shift and work either: a schedule of twenty-four (24) hours on duty, commencing at 7:00 a.m. and ending at 7:00 a.m. the following day, followed by forty-eight (48) hours off duty or an eight-hour day commencing at 8:00 a.m. and ending at 4:30 p.m. When the need for temporary manpower in a forty-hour position exists, (such as a fifty-three (53) hour employee going to a weeklong school or class) the city will normally fill the temporary need by placing that employee on a forty (40) hour shift for the duration of the school or class. No fifty-three (53) hour employee will be changed to a permanent forty (40) hour position without his/her prior approval. The parties agree that if, during the life of the Agreement, it becomes necessary for the City to change or alter the starting time of the shifts as specified in this section, the City and Local shall meet to discuss the reasons for and to negotiate the effects of the decision prior to any implementation. The City has the right to staff the unit to complete the mission of the unit and will exercise those rights when additional temporary staff is needed. This shall not constitute a guarantee of work hours or days.

SECTION 2. SHIFT ASSIGNMENTS

Shift assignments shall be made by the Fire Chief or his designee. Employees shall continue to have the right to trade shifts (swaps) when the change does not interfere with the operation of the Fire Division, has the prior approval of the Fire Chief and does not result in the payment of overtime

SECTION 3. OVERTIME RATE

Overtime shall be paid for hours accrued over 106 hours consecutively within the pay period, unless an overtime rate was paid previously during that pay period. Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate for every scheduled hour worked over one hundred and six (106) in a fourteen (14) day work period and over 40 hours a week for personnel assigned to a permanent 40-hour position.

SECTION 4. COMPENSATORY TIME AND OVERTIME FOR 24 HOUR SHIFTS

Compensatory time shall be available for all Local 3032 members and shall be used as described in Article 18 of this collective bargaining agreement.

Employees will receive overtime or compensatory time for any hour worked over 106 hours within the 14-day work period. Compensatory time is accrued at a rate of one and one half hour for each overtime hour. Each employee is permitted to accrue up to two-hundred and forty hours (240) and carry year-to-year one-hundred and forty-four (144) hours of compensatory time.

Employees are paid the first pay period in January at the fifty-three (53) hour rate for all compensatory time exceeding the two-hundred and forty (240) hours.

SECTION 5. HOURS WORKED CALCULATION

Overtime payments shall be made to the nearest quarter hour. For purposes of determining overtime, an employee scheduled hours in each fourteen (14) day work period will be used to calculate overtime. This includes use of sick leave, funeral leave, vacation leave, personal time, military leave or any other similar leave.

SECTION 6. CALL-IN TIME/ EMERGENCY OVERTIME

Employees called in, who voluntarily respond at a time disconnected from their regularly scheduled hours of work shall be paid a minimum of (3) hours and a maximum of actual hours worked if over (3) hours. Disconnected is defined as hours worked that are not scheduled/linked to any normally scheduled hours. Connected time, area hours coming in prior to schedule, and/or staying after hours scheduled shall not meet the minimum requirement of 3 hours, nor be paid as such (hours will be paid for actual hours worked). Hours will be paid at 2 times the regular rate of pay on the next paycheck after the hours are worked. Any employee called in to work will remain on duty until released by the Shift Officer. Call-in/Emergency Overtime is generally considered unscheduled overtime that is needed for emergency response purposes and does not include shift fill, instructor overtime or any training-related time. The Fire Chief has the final determination on what is considered Emergency Overtime.

These hours are paid as they are worked, and are included in the computation of hours worked for overtime for that pay period. Call-in time shall apply to employees called for off-duty court appearances resulting from the performance of their duties. The parties agree that there shall be no pyramiding of overtime hours. (Ex: if called in at 5 p.m. and released at 6 p.m., the next (3) hour minimum cannot begin until after 8 p.m. or if call in at 5 a.m. and regular shift starts at 7 a.m., call-in would be paid for the 2 hours and regular rate of pay would take over at 7 a.m.). The parties further agree that there will not be pyramiding of overtime hours, stacking call-in with holiday pay.

SECTION 7. SCHEDULED OVERTIME VOLUNTARY/ FORCED-IN PROCESS

In the event that a need for overtime occurs in the Fire Division, overtime shall first be offered accrue to members of the bargaining unit on a voluntary basis. The City may then offer overtime to part-time employees in the event that all members of the bargaining unit refuse or cannot be contacted after reasonable attempts. Finally, should fill-in be needed and all employees have previously declined, the next employee contacted shall respond to duty (“forced-in”). If fill-in is needed upon shift change, the shift officer is responsible for ensuring that the least senior firefighter or least senior medic on duty shall remain on duty until replacements report for duty. All overtime shall, whenever reasonably possible be distributed and rotated equally among employees, subject to the operational needs of the City. All overtime in this section is at the 53-hour rate and hours are used to calculate overtime for that pay period.

SECTION 8. SPECIAL DUTY

Employees that work Special Duty events disconnected from their regularly scheduled hours of work or Overtime shift work, will be paid at 1.5 times their hourly base rate. These hours are paid as they are worked and are paid at an overtime rate; they are not included in the consecutive hours to calculate Overtime. The Fire Chief has the final determination on what is scheduled and considered as Special Duty.

ARTICLE 31
SUBCONTRACTING

If during the life of this agreement the employer determines it is necessary to contract out work which is currently performed by bargaining unit employees, the employer and the union shall meet to discuss the reasons for and to negotiate the effects prior to any implementation.

ARTICLE 32
UNIFORM ALLOWANCE

SECTION 1. INITIAL ISSUE

The City shall assume the cost of furnishing new employees with a complete new uniform for the first year of service. This will include: Dress Uniform: jacket, pants, long and short sleeve shirt, hat, tie, shirt and hat badges, overcoat. Duty Uniform: two (2) shirts, five (5) pants, five (5) T-shirts, two (2) job shirts, one (1) jacket, one (1) belt, and shoes/boots. New employees will only receive one incentive in their first year of service. On odd calendar years, the Division will purchase their initial pair of duty boots, even calendar years, the member will utilize their uniform allowance to purchase their duty footwear.

SECTION 2. ANNUAL INCIDENTAL ALLOWANCE

The City will allow an annual allowance (Jan 1-Dec 31) of $500 per Local 3032 employee for odd years. Every even number calendar year, an annual allowance of $750 will be given to include footwear. Footwear shall include black duty boots and black athletic shoes.
for use in purchasing from the below list of incidentals. The allowance is paid on the second regular payroll check in February. The annual allowance will be taxed at their normal rate of tax as prescribed by the IRS. The members are responsible for maintaining their receipts and filing their own taxes to receive related tax relief. Employees leaving MFD during the calendar year are subject to a monthly prorated uniform allowance and the amount owed back to the City will be subtracted from their final paycheck.

- Station duty boots.
- Athletic shoes for physical fitness.
- Workout apparel including long pants, shorts, long shirt and t-shirt.
- Socks (a maximum of 5 pair per year).
- Embroidered ball cap and/or winter hat.
- One set of linens per year.
- Blue 5-11 shorts not currently provided as a commissary item.

Any Fire or EMS related apparel or tools not provided to MFD members by the City of Marysville, but approved by the Fire Chief.

SECTION 3. UNIFORM MAINTENANCE

All officers and all firefighters will be required to maintain this issue and have items replaced when worn or damaged. All employees are required to maintain issued articles in serviceable condition. When any item provided by the city as part of uniform and reaches the end of its useful life, or is damaged, it will be replaced by the City when turned in to the fire chief or his designee, who shall have the sole discretion in determining if replacement is necessary. Members are responsible for replacing any and all items that the division deems to be unfit under the uniform guidelines outside of provided uniform, this includes duty boots. Inspection can be made periodically by command staff.

SECTION 4. OTHER

The City shall pay for initial changes of uniform resulting from promotion. Equipment articles, if furnished by the City, shall remain the property of the City and shall be returned to the City upon resignation, discharge or retirement in the same condition as when received, less normal wear

and tear. Shirts and pants issued in the same year that an employee resigns, is discharged, or retires shall also be returned to the City. The employee shall replace equipment articles lost or stolen through negligence. Equipment articles needing repair or replacement due to job-related wear and tear shall be repaired or replaced by the City. The City will replace clothing damaged or destroyed in the line of duty. When the City mandates uniform changes, the City shall pay for the change.

SECTION 5. PERSONAL PROPERTY

Eyeglasses or contacts (up to $500), and watches (up to $50) damaged in the line of duty will be repaired or replaced by the City, so long as there was no demonstrable negligence by the employee, which contributed to the property loss or damage. The City is not responsible for lost, stolen, or damaged privately-owned cell phones, pagers, PDAs, and other personal electronic devices.

ARTICLE 33
PAY PERIODS

Members covered hereunder shall be paid bi-weekly, i.e., every other week. It is understood and agreed that for the computation of pay purposes, the starting time of the work week will commence at 7:00 a.m. Sunday and end at 6:59 a.m. the following Sunday.

ARTICLE 34
WAGES/PENSION PICKUP

SECTION 1. WAGES

July 1, 2025 Wage Table
(2.25% Economic Adjustment)

FIREFIGHTER PREVENTION					
	A	B	C	D	E
Hourly (40)	**$35.74**	**$40.20**	**$41.77**	**$43.32**	**$45.50**
Annual (Avg. 2080 hours)	$74,339.20	$83,616.00	$86,881.60	$90,105.60	$94,640.00

PREVENTION LIEUTENANT		
Hourly (40)		**$51.65**
Annual (Avg. 2080 hours)		$107,432.00

January 1, 2026 Wage Table (4% Increase)

FIREFIGHTERS					
	A	B	C	D	E
Hourly (53)	**$24.12**	**$27.77**	**$29.01**	**$30.21**	**$31.96**
Annual (Avg. 2912 hours)	$70,230.45	$80,860.42	$84,464.31	$87,977.34	$93,065.19
FIREFIGHTER PREVENTION					
	A	B	C	D	E
Hourly (40)	**$37.17**	**$41.81**	**$43.44**	**$45.05**	**$47.32**
Annual (Avg. 2080 hours)	$77,313.60	$86,964.80	$90,355.20	$93,704.00	$98,425.60
FIREFIGHTER/PARAMEDIC					
	A	B	C	D	E
Hourly (53)	**$25.86**	**$29.40**	**$30.65**	**$31.84**	**$33.59**
Annual (Avg. 2912 hours)	$75,318.30	$85,615.13	$89,249.31	$92,732.06	$97,819.90

LIEUTENANT		
Hourly (53)		**$36.49**
Annual (Avg. 2912 hours)		$106,258.88
LIEUTENANT/PARAMEDIC		
Hourly (53)		**$38.44**
Annual (Avg. 2912 hours)		$111,932.62
PREVENTION LIEUTENANT		
Hourly (40)		**$53.72**
Annual (Avg. 2080 hours)		$111,737.60

January 1, 2027 Wage Table (4% Increase)

FIREFIGHTERS					
	A	B	C	D	E
Hourly (53)	**$25.08**	**$28.88**	**$30.17**	**$31.42**	**$33.24**
Annual (Avg. 2912 hours)	$73,039.67	$84,094.83	$87,842.88	$91,496.44	$96,787.80
FIREFIGHTER PREVENTION					
	A	B	C	D	E
Hourly (40)	**$38.66**	**$43.48**	**$45.18**	**$46.85**	**$49.21**
Annual (Avg. 2080 hours)	$80,412.80	$90,438.40	$93,974.40	$97,448.00	$102,356.80
FIREFIGHTER/PARAMEDIC					
	A	B	C	D	E
Hourly (53)	**$26.89**	**$30.58**	**$31.88**	**$33.11**	**$34.93**
Annual (Avg. 2912 hours)	$78,303.68	$89,039.73	$92,834.56	$96,416.32	$101,716.16
LIEUTENANT					
Hourly (53)		**$37.95**			
Annual (Avg. 2912 hours)		$110,510.40			
LIEUTENANT/PARAMEDIC					
Hourly (53)		**$39.98**			
Annual (Avg. 2912 hours)		$116,409.93			
PREVENTION LIEUTENANT					
Hourly (40)		**$55.87**			
Annual (Avg. 2080 hours)		$116,209.60			

January 1, 2028 Wage Table (4% Increase)

FIREFIGHTERS					
	A	B	C	D	E
Hourly (53)	**$26.08**	**$30.04**	**$31.38**	**$32.68**	**$34.57**
Annual (Avg. 2912 hours)	$75,944.96	$87,476.48	$91,378.56	$95,156.30	$100,659.31
FIREFIGHTER PREVENTION					
	A	B	C	D	E
Hourly (40)	**$40.21**	**$45.22**	**$46.99**	**$48.72**	**$51.18**
Annual (Avg. 2080 hours)	$83,636.80	$94,057.60	$97,739.20	$101,337.60	$106,454.40
FIREFIGHTER/PARAMEDIC					
	A	B	C	D	E
Hourly (53)	**$27.97**	**$31.80**	**$33.16**	**$34.43**	**$36.33**
Annual (Avg. 2912 hours)	$81,448.64	$92,601.32	$96,561.92	$100,260.16	$105,802.01
LIEUTENANT					
Hourly (53)		**$39.47**			
Annual (Avg. 2912 hours)		$114,936.64			
LIEUTENANT/PARAMEDIC					
Hourly (53)		**$41.58**			
Annual (Avg. 2912 hours)		$121,080.96			
PREVENTION LIEUTENANT					
Hourly (40)		**$58.10**			
Annual (Avg. 2080 hours)		$120,848.00			

SECTION 2. PENSION

The City does not pay any portion of the employee share of wages. Additionally, the City agrees to continue during the length of this agreement to continue using the "salary reduction" method for pension payments as permitted by Ohio law and IRS.

SECTION 3. ENTRANCE STEP AND PROGRESSION

Step A shall be the normal hiring step with progression to subsequent steps on the employee's anniversary of hire date. For all employees hired after July 1, 2016, progression to next higher step level is contingent on a minimum rating of "Satisfactory" on the annual performance evaluation.

Step A: Hire/promotion date to one-year (12 month) anniversary date.

Step B: One-year anniversary to two-year (24 month) anniversary date.

Step C: Two-year anniversary to three-year (36 month) anniversary date.

Step D: Three-year anniversary to four-year (48 month) anniversary date.

Step E: Four-year anniversary date.

SECTION 4. LATERIAL HIRES

A. Starting Wages: The parties agree that a recruitment lateral transfer is a viable option in obtaining qualified candidates. Management may utilize the recruitment option of an accelerated pay step process for a lateral transfer. Based on the lateral transfer's work experience, the location(s) they were employed, and their work record; management may offer to a lateral transfer a starting salary identified in Article 34 as Step A, with an acceleration to Step B or Step C upon completed their required training (as determined by management). That candidate would then be eligible for an increase to the next Step on the anniversary of their date of employment, providing their evaluation was satisfactory or higher. Members are still subject to the Probationary Periods as outlined in Article 14 for a new employee.

B. Vacation Prior Service Credit: Management may offer prior service credit for vacation accruement as detailed in Article 18. Management would determine the number of months the lateral transfer provided previous services that align with the City's classification the candidate was hired for, and start that new employee at a higher accrual rate (as detailed in Article 18). The lateral transfer cannot receive more than 12 years (144 months) of prior service credit.

C. Other CBA Provisions: All other CBA provisions including, but not limited to; seniority, bumping, layoff/recall, and longevity, are otherwise not amended for the lateral transfer.

D. Members hired prior to July 1, 2025, will be considered for treatment under this provision. Members will not be able to go above 185 months of service credit combined with current and prior service credit given.

SECTION 5. Basic to Paramedic Program (B2P)

A. When an FF/EMT-P opening exists, the Fire Chief will analyze the current workforce to affirm that MFD could implement a potential Basic to Paramedic (B2P) hire with no major disruption in operations or an unmanageable burden on the current workforce. If hired as Basic to Paramedic members fall under the same requirements of a Firefighter (Basic) member, with the provision of earning their certification as an EMT-P within eighteen (18) months of the first day of duty.
B. The Division will not have more than one B2P member per shift at any given time. The B2P must successfully be on the eligibility list and conform to all selection steps per Civil Service laws. Additionally, the Chief may initiate a hire process with the B2P option once per year without an opening, in accordance with Civil Service laws.

ARTICLE 35
SEVERABILITY

SECTION 1. SEVERABILITY

Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or effect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final order issued by any tribunal of component jurisdiction or by operation of law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

ARTICLE 36
EARLY RETIREMENT INCENTIVE

SECTION 1. EARLY RETIREMENT INCENTIVE POLICY

The early retirement incentive plan shall be the only retirement incentive plan in effect for eligible employees covered by the Police and Firemen's Disability and Pension Fund. Participation in the Plan shall be available to 5% of the eligible employees covered by this contract who are members of the Police and Firemen's Disability and Pension Fund. Participation eligibility shall be based on total service credit in the Police and Firemen's Disability and Pension Fund pursuant to applicable service credit provisions of O.R.C. Chapter 742. Persons with more service credit as calculated under O.R.C. Chapter 742 shall have right to participate before employees having less service credit in the system.

SECTION 2. PROCESS

Pursuant to this plan, service credit for each participating employee shall be purchased in an amount equal to the lesser of the following:

(1) Up to four years of military service credit.
(2) Up to four years of previously refunded service.
(3) An amount of military and refunded service credit needed for the employee to obtain 25 years total service credit in the Police and Firemen's Disability and Pension Fund.
(4) The employee shall retire within 120 days of city approval to participate in this plan.

SECTION 3. PLAN APPROVAL

The City reserves the right to approve or deny City participation with an individual based on the economic benefit to the City. (i.e. City economically breaks even from the cost of the incentive versus the cost of a new employee).

SECTION 4. EMPLOYER NOTIFICATION

The employee shall notify the City in writing of their desire to participate in this plan and provide the necessary documentation from the Police and Fire Disability and Pension Fund as to the cost.

SECTION 5. INCOME TAX

The employee shall be responsible for the income tax aspects of participation in the plan, if any.

ARTICLE 37
PHYSICAL FITNESS PROGRAM

SECTION 1 – PROGRAM OUTLINE

All members of the Local will take part in the Division's mandatory/non-punitive/Wellness and Fitness Initiative (WFI) as designed by local and the City. Testing is performed November-December of each year. The Marysville Fire Division WFI dated 10/12/2018 shall serve to provide the intent and guidance for administration of the program.
In order to promote health and wellness within the Division, all employees that participate and achieve a Level 2 or higher, will be awarded the physical incentive pay. Participation is defined as completing the Periodic Fitness Assessment of the WFI and completion of the annual preventive care component of the City's wellness program by October 31st of that year they are eligible.

The below designated funding will be awarded after the end of the City's wellness year (November 1st through October 31st of the following year) and during the last payday in November.

Fitness Level	Physical Incentive Pay
Level 1	$600
Level 2	$540

SECTION 2 – CHANGES IN STANDARDS

Local and management agree that standards may change based on a mutual agreement-during the life of the contract.

SECTION 3 – FITNESS FACILITY

The City agrees that as long as Local continues to take part in the division's mandatory/non-punitive/Wellness and Fitness Initiative, the City will continue to provide a fitness facility that will enable Local members to meet the intent of the standards set in NFPA 1583.

SECTION 4 – DEVELOPMENT OF THE IAFF/IAFC WELLNESS AND FITNESS COMMITTEE

To achieve such a program a Labor-Management Wellness/Fitness Committee shall be formed within ninety days of the signing of this contract. The committee will consist of three representatives of the Employer, three representatives of the Local, the Fire Division designated physician and an outside medical, physiological and wellness consultant(s) mutually chosen by both parties.

The parties agree the Article 24 and 37 will stay in effect until at such time the parties have mutually agreed to modify their provisions.

SECTION 5 – PHYSICALS

Employees will maintain themselves in good physical condition to perform duties as determined by the physical. The results shall be confidential in accordance with applicable State and Federal laws governing confidentiality of medical information. NFPA 1582 shall serve as a general resource and guide.

To reduce cost and possible number of false positives stress test, and under the guidance of the appropriate medical professionals on a suggested course of action, the member, if at or above 50 or with previous history of false positives, may opt to have a stress test completed in lieu of the VO2 test. Should a member require a Nuclear Stress test, due to a positive stress test, the City will be responsible for the cost associated with the test and its interpretation.

The list of applicable testing and procedures for the annual physicals will be listed in the WFI (dated 10/12/2018). If any additional testing is thought to be necessary by the Doctor of record, the employee shall be notified by that facility. This further testing may be done at the employee will, and will not be used as a “Fit for Duty” or the ability to keep an employee from performing their regular duties.

If the City feels that any of these tests must be a necessity, the City will be financially responsible for the cost associated with the test and their interpretation as in compliance with ORC 4113.21. However, any procedures or treatments extending beyond the scope of the annual physical requirements will generally be the employee responsibility.

ARTICLE 38
APPLICATION OF STATE CIVIL SERVICE LAWS

In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10(a), the following articles and/or sections thereof, as provided under the terms and conditions of this Agreement, specifically supersedes and/or prevail over those subjects described in the ORC and/or the Ohio Administrative Code (OAC).

Contract Article	Supersedes and/or Prevails Over
Article 12 – Seniority	ORC 124.321-124.328
Article 13 – Layoff and Recall	ORC 124.321-124.328
Article 14 – Probationary Periods	ORC 124.27; OAC 123: 1-19-01, 123: 1-19-03, 123: 1-23-12
Article 17 – Holidays	ORC 325.19
Article 18 – Accrued, Earned and Accumulated Leave Other Than Sick	ORC 325.19, 9.44
Article 20 – Sick Leave	ORC 124.38-124.391, 124.386, 124.391; OAC 123: 1-32-05, 123: 1-32-07, 123: 1-32-08, 123: 1-32-09, 123: 1-32-10
Article 22 – Special Leaves	ORC 124.135; OAC 123: 1-34-03
Article 30 – Hours of Work/Overtime	ORC 4111.03
Article 34 – Wages	ORC 124.33

ARTICLE 39
LINE OF DUTY DEATH

Upon the death or disability retirement from the Fire Division, all employees will be entitled to a lump sum of all accumulated leave other than sick earned and accrued. If the employee has no surviving spouse, said payment will be made to his or her estate. Such payment shall be based on the employee's rate of pay on the last day worked prior to the death or disability.

In the event that a bargaining unit member is killed in the line of duty, and the death is determined to be a line of duty death by Ohio Worker's Compensation, then 100% balance of the members sick leave shall be paid out to the estate of the member.

ARTICLE 40
DURATION OF AGREEMENT

SECTION 1. DURATION

This Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect until June 30, 2028 or otherwise terminated as provided herein.

SECTION 2. MODIFY, AMEND, OR TERMINATE

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 3. DISPUTE RESOLUTIONS

The parties agree to follow the dispute resolution mechanisms as prescribed in Section 4117 of the Ohio Revised Code.

Executed in Marysville, Ohio the ___day of _____, 2025.

FOR THE CITY:	FOR THE IAFF:
Terry Emery	Parker Robison
City Manager	President

Terry Emery

ORDINANCE _____

TO ACCEPT THE ANNEXATION OF CERTAIN TERRITORY CONTAINING 243.94 ACRES IN PARIS TOWNSHIP, UNION COUNTY TO THE CITY OF MARYSVILLE, OHIO, KNOWN AS MARYSVILLE NORTH

WHEREAS, a petition for the annexation of 243.94 acres in Paris Township, Union County, was duly filed with the Union County Board of County Commissioners; and

WHEREAS, the Board of County Commissioners granted the annexation petition on March 12, 2025; and

WHEREAS, pursuant to Section 709.033 of the Ohio Revised Code, the Board of County Commissioners certified the record of the proceeding in connection with the annexation to the Marysville Clerk of Council, who received it on March 12, 2025; and

WHEREAS, more than sixty (60) days from the date the Clerk of Council received the record of annexation proceedings have elapsed and the Clerk has laid the transcript, accompanying map, and petition before Council at its next regular session following the expiration of the sixty (60) days in accordance with the provisions of the Ohio Revised Code Section 709.04; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The proposed annexation of 243.94 acres in Paris Township, as applied for in the petition by the petitioner's agent, Painter and Associates, described in the legal description, also shown on the map, and approved for annexation by the Board of County Commissioners of Union County, Ohio on March 12, 2025 be and the same is hereby accepted. The Petition, legal description, map and Union County Commissioners Resolution No. 25-097 approving the Petition are all attached as Exhibit A and incorporated herein.

SECTION II. The Marysville Clerk of Council shall be and is hereby authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and shall fill notice of this annexation

with the Board of Elections within thirty (30) days after it becomes effective and the Clerk shall do all others things required by law.

SECTION III. This Ordinance shall take effect and be in force at the earliest date permitted by law.

1st Reading: May 12, 2025

2nd Reading: May 27, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

Steve Robinson, Commissioner, President
David A. Lawrence, Commissioner, Vice President
Tom McCarthy, Commissioner

William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/
Budget Officer
Mallory Lehman, Clerk to the Board

UNION COUNTY COMMISSIONERS
grow with us.

County Office Building
233 West Sixth Street
Marysville, Ohio 43040-1526
www.unioncountyohio.gov

Tel. 937-645-3012
Fax 937-645-3002
commissioners@unioncountyohio.gov

CERTIFICATION OF RECORD OF ANNEXATION PROCEEDINGS

In accordance with the Ohio Revised Code §709.023 and 709.033, 1) the Board of County Commissioners adopted Resolution No. 25-097, granting the Petition of J. Daniel Fitzgerald, Trustee, J. Daniel Fitzgerald and Rebecca Fitzgerald, Individually, Haley's Holding, LLC, Ryan J. Lee and Gregory Lee, Successor Co-Trustees, Lite Partners, Monarch Land Company, LLC, and the City of Marysville for Expedited Type II Annexation of +/- 243.94 Acres from Paris Township, Union County, Ohio into the City of Marysville, and 2) the Clerk to the Board of Commissioners certifies that the attached entire record of the annexation proceedings are true and exact copies of the originals. This record includes the following documents, consisting of 105 pages.

1) Expedited Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres.
2) Amended Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres filed on February 20, 2025.
3) Notice of Filing Expedited Type II Annexation Petition for Paris Township and the City of Marysville and certified mail to all landowners in the annexation area and adjacent landowners listed in the Annexation Petition.
4) City of Marysville Resolution No. 004-2025 to authorize the services That the City of Marysville will provide should the +/- 243.94 acres located in Paris Township, Union County, Ohio, contiguous to the City of Marysville, be annexed into the city, and to provide buffer requirements.
5) Certified copy of notice dated February 25, 2025, that an amendment was filed on February 20, 2025, to the Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres filed.
6) Memo of Jeff Stauch, Union County Engineer, regarding the annexation.
7) Resolution 25-097: Granting the Petition for Annexation.

I certify that the attached record is a true and correct copy of the original documents filed with the Board of County Commissioners, Union County, Ohio.

Certified By: Mallory Lehman
Mallory Lehman, Clerk to the Board of Commissioners

Date: 3/12/2025

RECEIVED
MAR 12 2025
CITY OF MARYSVILLE

Steve Robinson, Commissioner, President
David A. Lawrence, Commissioner, Vice President
Tom McCarthy, Commissioner

UNION COUNTY COMMISSIONERS
grow with us.

William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/ Budget Officer
Mallory Lehman, Clerk to the Board

County Office Building
233 West Sixth Street
Marysville, Ohio 43040-1526
www.unioncountyohio.gov

Tel. 937-645-3012
Fax 937-645-3002
commissioners@unioncountyohio.gov

March 12, 2025

Brad Lutz, Finance Director
McKenzie Proudfoot, Clerk of Council
City of Marysville
209 S. Main Street
Marysville, OH 43040

Re: Expedited Type II Annexation of 243.94 +/- acres, from Paris Township into the City of Marysville

On March 12, 2025, Resolution 25-097 was approved granting the Petition of J. Daniel Fitzgerald, Trustee, J. Daniel Fitzgerald and Rebecca Fitzgerald, Individually, Haley's Holding, LLC, Ryan J. Lee and Gregory Lee, Successor Co-Trustees, Lite Partners, Monarch Land Company, LLC, and the City of Marysville for Expedited Type II Annexation of +/- 243.94 Acres from Paris Township, Union County, Ohio into the City of Marysville.

Enclosed please find the following documents and the Certification of Record of Annexation Proceedings:

1) Expedited Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres.
2) Amended Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres filed on February 20, 2025.
3) Notice of Filing Expedited Type II Annexation Petition for Paris Township and the City of Marysville and certified mail to all landowners in the annexation area and adjacent landowners listed in the Annexation Petition.
4) City of Marysville Resolution No. 004-2025 to authorize the services That the City of Marysville will provide should the +/- 243.94 acres located in Paris Township, Union County, Ohio, contiguous to the City of Marysville, be annexed into the city, and to provide buffer requirements.
5) Certified copy of notice dated February 25, 2025, that an amendment was filed on February 20, 2025, to the Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 243.94 acres filed.
6) Memo of Jeff Stauch, Union County Engineer, regarding the annexation.
7) Resolution 25-097: Granting the Petition for Annexation.

Please do not hesitate to contact me if I can be of any further assistance.

Respectfully,

Mallory Lehman

Mallory Lehman
Clerk to the Board of Commissioners

Enc.

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 243.94+/- ACRES, MORE OF LESS, FROM PARIS TOWNSHIP

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 243.94 acres, more or less, with a total length of the annexation perimeter of 19,330.73 +/- feet, more or less, in the Township of Paris, which area is contiguous along 8,463.87 feet, or 43.78% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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

RECEIVED
FEB 14 2025
By

J. Daniel Fitzgerald, Trustee
21944 Boord Road
Marysville, OH 43040

By: _____

J DANIEL FITZGERALD 1/31/25
Print Name Date

1/31/25
J. Daniel Fitzgerald Date

1-31-25
Rebecca Fitzgerald Date
21944 Boord Road
Marysville, OH 43040

HAILEY'S HOLDINGS LLC
6169 Plain City -Georgesville Road
Plain City, OH 43064

By: _____

JOSEPH CHAPMAN 2-4-25
Print Name Date

2/4/25
Ryan J. Lee, Date
Suc. Co-Trustee

2/4/25
Gregory Lee, Date
Suc. Co-Trustee
17421 Waldo Road
Marysville, OH 43040

LITE PARTNERS, an Ohio general partnership
123 W. Fifth Street
Marysville, OH 43040

By: _____

Dean E. Cook 12-4-25
Print Name Date

Monarch Land Company LLC
6689 Dublin Center Drive
Dublin, OH 43017

By: _____

MATT STAVROFF 12-4-2024
Print Name Date

City of Marysville
125 E. Sixth Street
Marysville, OH 43040

By: _____

TERRY EMERY 2/4/25
Print Name Date

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 243.94 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP TO CITY OF MARYSVILLE

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

BEGINNING at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 6, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way);

Thence North 4°36'08" West, continuing with the easterly line of said 70.178 acre tract, a distance of 25.00 feet to the northeasterly corner thereof, being in the centerline of said Amrine-Wood Road

Thence North 84°53'10" East, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 940.58 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

Thence North 4°40'53" West, with said centerline of State Route 31, to a point in the existing City of Marysville corporation line of record in Resolution Number 21-178, and being the southwest corner of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, a distance of 1252.87 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of said Amrine Meadows Section 1, Phase 1A, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2016.56 feet to the **POINT OF BEGINNING** and containing 243.94 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 8463.87 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 19330.73 feet to be annexed. 43.78% of the perimeter length is contiguous to the City of Marysville Corporation line.



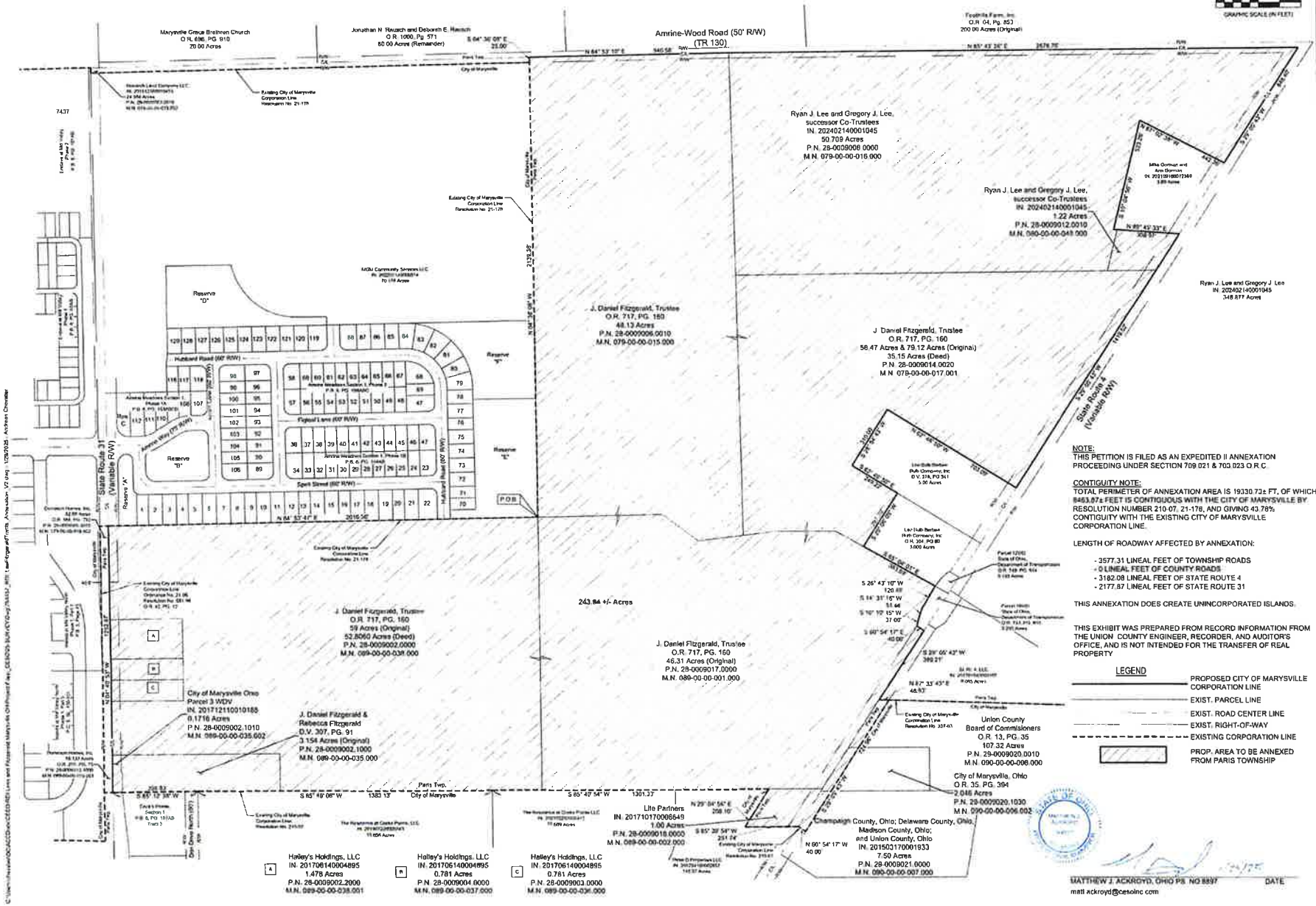
CESO, Inc.

1/29/25

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Date:

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF PARIS
TO: CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



NOTE:
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 709.023 O.R.C.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 19330.73± FT, OF WHICH 8463.07± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 210-07, 21-176, AND GIVING 43.78% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 3577.31 LINEAL FEET OF TOWNSHIP ROADS
- 0 LINEAL FEET OF COUNTY ROADS
- 3182.08 LINEAL FEET OF STATE ROUTE 4
- 2177.87 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

LEGEND

- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

MATTHEW J. ACKROYD, OHIO PS. NO 8897 DATE
matt.ackroyd@cesoinc.com

CESO

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

Revisions / Submissions
ID Description Date

D:\2025 CESO, Inc

Project Number:	764457
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	1/29/2025
Issue:	N/A

Drawing Title:

1

C:\Users\mackroyd\DOCUMENTS\Annexation\Annexation_V2.dwg, 1/29/2025 8:26:51 AM, mackroyd

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 29-0009005.0000
   18530 St. Rte. 31
   MGM Community Services LLC
   475 S. Metro Place
   Dublin, OH 43017

2. Parcel No. 28-0004004.0000
   19118 St. Rte. 31
   Jonathan & Deborah Rausch
   19170 St. Rte. 31
   Marysville, OH 43040

3. Parcel No. 28-0004005.0000
   Amrine Wood Road
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

4. Parcel No. 28-0004006.1000
   Foothills Farm Inc.
   19055 St. Rt. 4
   Marysville, OH 43040

5. Parcel No. 28-0009011.000
   18645 St. Rt. 4
   Mike & Ann Gorman
   13045 Weaver Road
   Marysville, OH 43040

6. Parcel No. 28-0009026.0000
   St. Rt. 4
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

7. Parcel No. 28-0009015.0000, 28-0009014.0010
   Berbee Leo Bulb Co. Inc.
   Dutch Mill Greenhouse
   18443 St. Rt. 4

Marysville, OH 43040

8. Parcel No. 28-0009022.0000
18250 St. Rte. 4
ST RT 4 LLC
500 Fairwood Drive
Marysville, OH 43040

9. Parcel No. 29-0009020.0010
Union Co. Board of Commissioners
18200 St. Rt. 4
Marysville, OH 43040

10. Parcel No. 29-0009020.1030
City of Marysville
18148 St. Rt. 4
Marysville, OH 43040

11. Parcel No. 29-0009021.000
COYC
18100 St. Rt. 4
Marysville, OH 43040

12. Parcel No. 28-0009018.0000
18105 St. Rt. 4
Lite Partners
123 W. Fifth St.
Marysville, OH 43040

13. Parcel No. 29-0009001.5000, 29-0009001.5070
Cooks Blvd.
Three D Properties LLC
125 W. Fifth St.
Marysville, OH 43040

14. Parcel No. 29-0009005.1000
St. Rt. 31
Pulte Homes of Ohio LLC
475 S. Metro Place
Dublin, OH 43017

15. Parcel No. 29-0009001.5030, 29-0009001.5050
The Residences at Cooks Pointe LLC
1805 Mill Pointe Road
Marysville, OH 43040

16. Parcel No. 29-0025004.1440, 29-0025004.2710
Triple Crown Way
Mill Valley North Association
P. O. Box 26366
Charlotte, NC 28221

17. Parcel No. 29-0025004.1040
406 Clydesdale Way
Pahl & Gabriela Graham
1050 Woodward Avenue
Detroit, MI 48226

18. Parcel No. 29-0025004.1090
Edward & Nesha Malek
282 Triple Crown Way
Marysville, OH 43040

19. Parcel No. 29-0025004.1030
302 Triple Crown Way
AH4R Properties Two LLC
23975 Park Sorrento
Calabasas, CA 91302

20. Parcel No. 29-0025004.2620
Zachary & Lindsay Grant
312 Triple Crown Way
Marysville, OH 43040

21. Parcel No. 29-0025004.2610
Arnold & Loretta Soloff
322 Triple Crown Way
Marysville, OH 43040

22. Parcel No. 29-0025004.2600
332 Triple Crown Way
Thomas & Amy Thomas
P. O. Box 202028

Florence, SC 29502

23. Parcel No. 29-0025004.2590
Cyndi Jones
342 Triple Crown Way
Marysville, OH 43040

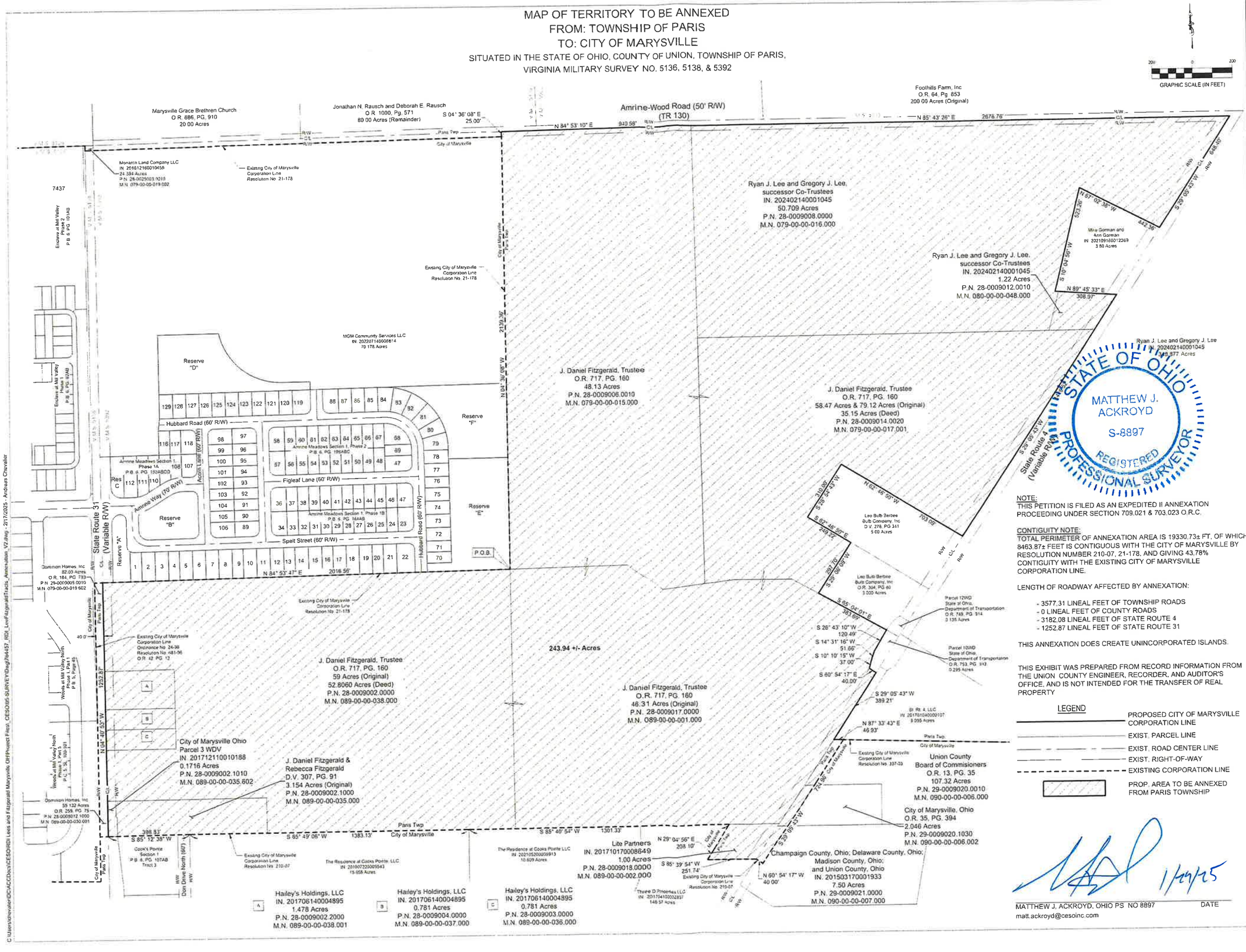
24. Parcel No. 29-0025004.2580
Robert & Mariah Mayfield
352 Triple Crown Way
Marysville, OH 43040

25. Parcel No. 29-0025004.2570
Mary Jo & Paul Lautier
362 Triple Crown Way
Marysville, OH 43040

26. Parcel No. 29-0025004.2560
Michael Gubiotti & Stephanie Hoskins
372 Triple Crown Way
Marysville, OH 43040

27. Parcel No. 29-0025004.2550
Bradley Gullett
382 Triple Crown Way
Marysville, OH 43040

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF PARIS
TO: CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



NOTE:
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 703.023 O.R.C.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 19330.73± FT, OF WHICH 8463.87± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 210-07, 21-178, AND GIVING 43.78% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 3577.31 LINEAL FEET OF TOWNSHIP ROADS
- 0 LINEAL FEET OF COUNTY ROADS
- 3182.08 LINEAL FEET OF STATE ROUTE 4
- 1252.87 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

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LEGEND

- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

1/29/25

MATTHEW J. ACKROYD, OHIO PS NO 8897 — DATE
matt.ackroyd@cesoinc.com

CESO
www.cesoinc.com
3601 Corporate Exchange Dr., Suite 400
Columbus, OH 43231
Phone: 614.794.1080 Fax: 614.794.4505

RECEIVED
FEB 20 2025
BY

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

Revisions / Submissions

ID	Description	Date

© 2025 CESO, INC

Project Number:	764457
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	2/17/2025
Issue:	N/A

Drawing Title:

1

C:\Users\dnevalier\DC\ACCDocs\CESO\RDI Lees and Fitzgerald Marysville GH\Project Files_CESO\05-SURVEY\Dwg\764457_RDI_LeeFitzgeraldTracts_Annexation_V2.dwg - 2/17/2025 - Andreas Chevalier

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF PARIS
TO: CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392

200 0 200
GRAPHIC SCALE (IN FEET)

CESO
WWW.CESOINC.COM
2600 Corporate Exchange Dr. Suite 400
Columbus, OH 43231
Phone: 614.794.1980 Fax: 614.895.1925

Marysville Grace Brethren Church
O.R. 886, PG. 910
20.00 Acres

Jonathan N. Rausch and Deborah E. Rausch
O.R. 1000, Pg. 571
80.00 Acres (Remainder)

S 04° 36' 08" E
25.00'

Amrine-Wood Road (50' R/W)
(TR 130)

N 34° 53' 10" E
940.58'

Foothills Farm, Inc
O.R. 84, Pg. 853
200.00 Acres (Original)

N 85° 43' 26" E
2678.76'

Monarch Land Company LLC
IN. 201612160010458
24.484 Acres
P.N. 28-0025003.1010
M.N. 079-00-00-019.002

Existing City of Marysville
Corporation Line
Resolution No. 21-178

7437

Ryan J. Lee and Gregory J. Lee,
successor Co-Trustees
IN. 202402140001045
50.709 Acres
P.N. 28-0009008.0000
M.N. 079-00-00-016.000

Mike Gorman and
Ann Gorman
IN. 202109160012369
3.90 Acres

N 87° 02' 38" W
523.26'

S 29° 05' 43" W
642.39'

S 10° 04' 56" W

N 89° 45' 33" E
308.97'

Ryan J. Lee and Gregory J. Lee,
successor Co-Trustees
IN. 202402140001045
1.22 Acres
P.N. 28-0009012.0010
M.N. 080-00-00-048.000

Ryan J. Lee and Gregory J. Lee
IN. 202402140001045
348.977 Acres

Eticore at Mill Valley
Phase 2
P.B. 9, PG. 104B

Eticore at Mill Valley
Phase 2
P.B. 9, PG. 52MB

City of Marysville
Paris Twp

Existing City of Marysville
Corporation Line
Resolution No. 21-178

2139.26'
N 04° 36' 08" W

MGM Community Services LLC
IN. 202207140005814
70.175 Acres

Reserve
"D"

Reserve
"F"

Reserve
"E"

Reserve
"B"

Reserve "A"

Hubbard Road (60' R/W)

Amrine Meadows Section 1, Phase 1A
P.B. 9, PG. 15/16ABCD

Amrine Meadows Section 1, Phase 2
P.B. 8, PG. 161ABC

Amrine Meadows Section 1, Phase 1B
P.B. 8, PG. 161AB

Acorn Lane (60' R/W)

Figleaf Lane (60' R/W)

Amrita Way (70' R/W)

Spelt Street (60' R/W)

State Route 31
(Variable R/W)

P.O.B.

N 84° 53' 47" E
2016.56'

J. Daniel Fitzgerald, Trustee
O.R. 717, PG. 160
48.13 Acres
P.N. 28-0009006.0010
M.N. 079-00-00-015.000

J. Daniel Fitzgerald, Trustee
O.R. 717, PG. 160
58.47 Acres & 79.12 Acres (Original)
35.15 Acres (Deed)
P.N. 28-0009014.0020
M.N. 079-00-00-017.001

1419.52'

S 39° 05' 43" W

State Route 4
(Variable R/W)

Les Bulb Berbee
Bulb Company, Inc
O.V. 278, PG. 341
5.00 Acres

N 62° 16' 50" W
703.05'

S 62° 46' 56" E
249.22'

S 24° 08' 05" W
497.00'

Les Bulb Berbee
Bulb Company, Inc
O.R. 304, PG. 60
3.000 Acres

S 65° 04' 01" E
381.56'

Parcel 12WD
State of Ohio,
Department of Transportation
O.R. 745, PG. 914
0.135 Acres

Parcel 10WD
State of Ohio,
Department of Transportation
O.R. 753, PG. 393
0.295 Acres

S 26° 43' 10" W
120.48'

S 14° 31' 16" W
51.66'

S 10° 10' 15" W
37.00'

S 60° 54' 17" E
40.00'

S 29° 05' 43" W
389.21'

St Rt 4, LLC
IN. 201701040000197
9.095 Acres

N 87° 33' 43" E
46.93'

Paris Twp
City of Marysville

Existing City of Marysville
Corporation Line
Resolution No. 337-03

Union County
Board of Commisioners
O.R. 13, PG. 35
107.32 Acres
P.N. 29-0009020.0010
M.N. 090-00-00-006.000

City of Marysville, Ohio
O.R. 35, PG. 394
2.046 Acres
P.N. 29-0009020.1030
M.N. 090-00-00-006.002

Champaign County, Ohio; Delaware County, Ohio;
Madison County, Ohio;
and Union County, Ohio
IN. 201503170001933
7.50 Acres
P.N. 29-0009021.0000
M.N. 090-00-00-007.000

N 60° 54' 17" W
40.00'

243.94 +/- Acres

J. Daniel Fitzgerald, Trustee
O.R. 717, PG. 160
59 Acres (Original)
52.8060 Acres (Deed)
P.N. 28-0009002.0000
M.N. 089-00-00-038.000

J. Daniel Fitzgerald, Trustee
O.R. 717, PG. 160
46.31 Acres (Original)
P.N. 28-0009017.0000
M.N. 089-00-00-001.000

City of Marysville Ohio
Parcel 3 WDV
IN. 201712110010188
0.1716 Acres
P.N. 28-0009002.1010
M.N. 089-00-00-035.602

J. Daniel Fitzgerald &
Rebecca Fitzgerald
D.V. 307, PG. 91
3.154 Acres (Original)
P.N. 28-0009002.1000
M.N. 089-00-00-035.000

Dominion Homes, Inc
52.00 Acres
O.R. 185, PG. 793
P.N. 29-0009005.0010
M.N. 079-00-00-019.602

Dominion Homes, Inc
55.132 Acres
O.R. 259, PG. 75
P.N. 28-0009012.1000
M.N. 089-00-00-030.001

Woods at Mill Valley North
Phase 1, Part 5
P.B. 9, PG. 53L, 100.101

Woods at Mill Valley North
Phase 1, Part 1
P.B. 9, Page 43

1252.87'
N 04° 40' 53" W

398.83'
S 85° 12' 38" W

S 85° 49' 06" W
1383.13'

S 85° 40' 54" W
1301.33'

Paris Twp
City of Marysville

Existing City of Marysville
Corporation Line
Ordinance No. 24-96
Resolution No. 081-96
O.R. 12, PG. 12

Existing City of Marysville
Corporation Line
Resolution No. 21-178

Existing City of Marysville
Corporation Line
Resolution No. 210-07

Cooks Pointe
Section 1
P.B. 8, PG. 107AB
Tract J

The Residence at Cooks Pointe, LLC
IN. 201907220005543
5.458 Acres

The Residence at Cooks Pointe LLC
IN. 202105200009913
10.669 Acres

Lite Partners
IN. 201701170008649
1.00 Acres
P.N. 28-0009018.0000
M.N. 089-00-00-002.000

N 29° 04' 56" E
208.10'

S 85° 39' 54" W
251.74'

Existing City of Marysville
Corporation Line
Resolution No. 210-07

Three D Properties LLC
IN. 201704100002857
146.57 Acres

Hailey's Holdings, LLC
IN. 201706140004895
1.478 Acres
P.N. 28-0009002.2000
M.N. 089-00-00-038.001

Hailey's Holdings, LLC
IN. 201706140004895
0.781 Acres
P.N. 28-0009004.0000
M.N. 089-00-00-037.000

Hailey's Holdings, LLC
IN. 201706140004895
0.781 Acres
P.N. 28-0009003.0000
M.N. 089-00-00-036.000

A

B

C

Don Drive North (60')

NOTE:
THIS PETITION IS FILED AS AN EXPEDITED ANNEXATION PROCEEDING UNDER SECTION 709.021 & 703.023 O.R.C.

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- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

MATTHEW J. ACKROYD, OHIO PS NO 8897 — DATE
matt.ackroyd@cesoinc.com

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

Revisions / Submissions

ID	Description	Date

© 2025 CESO, INC

Project Number:	764457
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	1/29/2025
Issue:	N/A

Drawing Title:

J:\Projects\Active\SDC\ACCDocs\CESO\RD\Lees and Fitzgerald Marysville OH Project Files_CESO\05.SURVEY\Dwg\764457_RDI_LeeFitzgeraldTracts_AnnexMap_V2.dwg, 1/29/2025 - Andreas Uhlenhake

painter & associates
ATTORNEYS AT LAW LLC

NATHAN D. PAINTER • REBECCA MUNCY BROOKS OF COUNSEL • [illegible] INDERBRAUK OF COUNSEL • THOMAS L. HART OF COUNSEL

February 20, 2025

RECEIVED
FEB 20 2025
By

Union County Commissioners
233 W. Sixth Street.
Marysville, OH 43040

Re AMENDED Type 2 Annexation Petition, ORC §709.023, 243.94 +/- ac., St. Rts. 4 and 31 and Amrine Wood Road, from Paris Township

Dear Clerk:

Enclosed is our **Amended** Type 2 Annexation Petition as described above, correcting a minor scrivener's error.

We originally filed this Annexation Petition on February 14, 2025. However, the County Engineer found a discrepancy on the Annexation Plat in a measurement of linear feet of roadway affected by the annexation.

In addition, there is a change in the name of one of the adjacent property owners listed on Exhibit C.

Otherwise, there are no changes to the Annexation Petition, itself, as originally filed.

Please let me know if you need anything further to complete your file for the Commissioners' upcoming hearing on this matter. Thank you.

Sincerely,

Thomas L. Hart
Attorney

Enclosures

AMENDMENT TO

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 243.94+/- ACRES, MORE OF LESS, FROM PARIS TOWNSHIP

Original Annexation Petition filed 2/14/2025

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 243.94 acres, more or less, with a total length of the annexation perimeter of 19,330.73 +/- feet, more or less, in the Township of Paris, which area is contiguous along 8,463.87 feet, or 43.78% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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

RECEIVED
FEB 20 2025
By

J. Daniel Fitzgerald, Trustee
21944 Boord Road
Marysville, OH 43040

By: J Daniel Fitzgerald

J DANIEL FITZGERALD 1/31/25
Print Name Date

J Daniel Fitzgerald 1/31/25
J. Daniel Fitzgerald Date

Rebecca Fitzgerald 1-31-25
Rebecca Fitzgerald Date
21944 Boord Road
Marysville, OH 43040

HAILEY'S HOLDINGS LLC
6169 Plain City -Georgesville Road
Plain City, OH 43064

By:

JOSEPH CHAPMAN 2-4-25
Print Name Date

2/4/25
Ryan J. Lee, Date
Suc. Co-Trustee

2/4/25
Gregory Lee, Date
Suc. Co-Trustee
17421 Waldo Road
Marysville, OH 43040

LITE PARTNERS, an Ohio general partnership
123 W. Fifth Street
Marysville, OH 43040

By: _____

Dean E. Cook 12-4-25
Print Name Date

Monarch Land Company LLC
6689 Dublin Center Drive
Dublin, OH 43017

By: _____

MATT STAVROFF 12-4-2024
Print Name Date

City of Marysville
125 E. Sixth Street
Marysville, OH 43040

By: _____

TERRY EMERY 2/4/25
Print Name Date

LIST OF PROPERTY OWNERS AND PARCEL NUMBERS
OF 243.94 AC ANNEXATION FROM
PARIS TWP TO CITY OF MARYSVILLE

1. Parcel Nos. 28-0009008.0000 and 28-0009012.0010
   Map Nos. 079-00-00-016.000 and 080-00-00-048.000
   Ryan J. Lee and Gregory J. Lee, Suc. Trustees

2. Parcel Nos. 028-0009006.0010, 28-0009014.0020, 28-0009017.0000, and 28-0009002.0000
   Map Nos. 079-00-00-017.001, 079-00-00-015.000, 089-00-00-001.000, and 089-00-00-038.000
   J. Daniel Fitzgerald, Trustee

3. Parcel No. 28-0009002.1000
   Map No. 089-00-00-035.000
   J. Daniel & Rebecca Fitzgerald

4. Parcel Nos. 28-0009002.2000, 28-0009004.0000, and 28-0009003.0000
   Map Nos. 089-00-00-038.001, 089-00-00-037.000, and 089-00-00-036.000
   Hailey's Holdings, LLC

5. Parcel No.28-0009018.000
   Map No. 089-00-00-002.000
   Lite Partners

6. Parcel No. 28-0009002.1010
   Map No. 089-00-00-035.602
   City of Marysville

7. Parcel No. 28-0025003.0010
   Map No. 079-00-00-019.002
   Monarch Land Company LLC

RECEIVED
FEB 20 2025
By

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 243.94 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP TO CITY OF MARYSVILLE

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

BEGINNING at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 6, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way);

Thence North 4°36'08" West, continuing with the easterly line of said 70.178 acre tract, a distance of 25.00 feet to the northeasterly corner thereof, being in the centerline of said Amrine-Wood Road

Thence North 84°53'10" East, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 940.58 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

Thence North 4°40'53" West, with said centerline of State Route 31, to a point in the existing City of Marysville corporation line of record in Resolution Number 21-178, and being the southwest corner of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, a distance of 1252.87 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of said Amrine Meadows Section 1, Phase 1A, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2016.56 feet to the **POINT OF BEGINNING** and containing 243.94 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 8463.87 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 19330.73 feet to be annexed. 43.78% of the perimeter length is contiguous to the City of Marysville Corporation line.

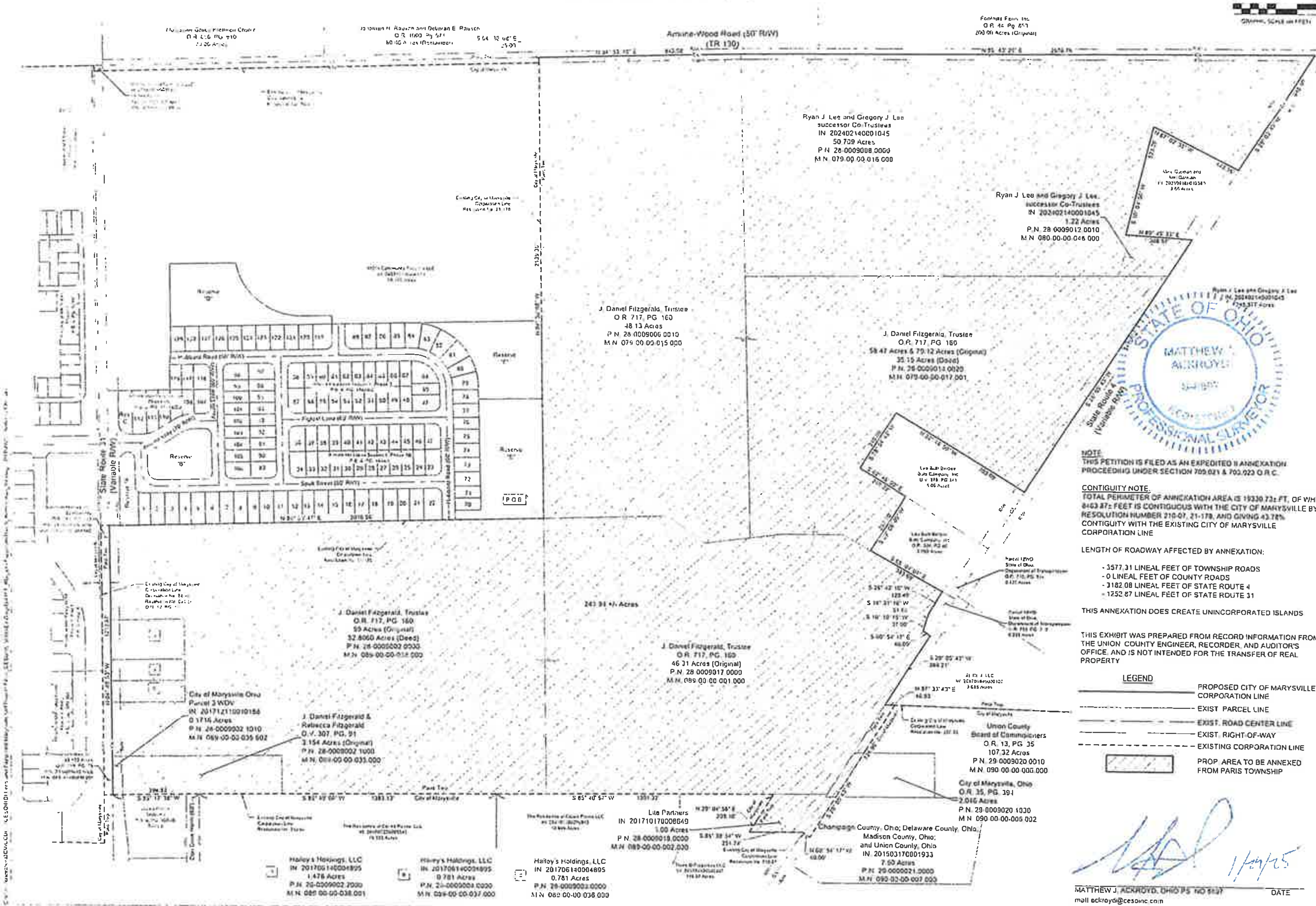


CESO, Inc.

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Date:

MAP OF TERRITORY TO BE ANNEXED
FROM TOWNSHIP OF PARIS
TO CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS
VIRGINIA MILITARY SURVEY NO 5136, 5138, & 5392



NOTE
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 709.023 O.R.C.

CONTIGUITY NOTE
TOTAL PERIMETER OF ANNEXATION AREA IS 19330.73± FT, OF WHICH 8463.87± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 210-07, 21-178, AND GIVING 43.78% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 3577.31 LINEAL FEET OF TOWNSHIP ROADS
- 0 LINEAL FEET OF COUNTY ROADS
- 3182.08 LINEAL FEET OF STATE ROUTE 4
- 1252.87 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

LEGEND

PROPOSED CITY OF MARYSVILLE CORPORATION LINE
EXIST. PARCEL LINE
EXIST. ROAD CENTER LINE
EXIST. RIGHT-OF-WAY
EXISTING CORPORATION LINE
PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

1/29/25

MATTHEW J. ACKROYD, OHIO PS NO 8937 DATE
mail ackroyd@cesoinc.com

CESO

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

Project Number:	764437
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	2/17/2025
Issue:	N/A

Drawing Title:

1

B

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 29-0009005.0000
   18530 St. Rte. 31
   MGM Community Services LLC
   475 S. Metro Place
   Dublin, OH 43017

2. Parcel No. 28-0004004.0000
   19118 St. Rte. 31
   Jonathan & Deborah Rausch
   19170 St. Rte. 31
   Marysville, OH 43040

3. Parcel No. 28-0004005.0000
   Amrine Wood Road
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

4. Parcel No. 28-0004006.1000
   Foothills Farm Inc.
   19055 St. Rt. 4
   Marysville, OH 43040

5. Parcel No. 28-0009011.000
   18645 St. Rt. 4
   Mike & Ann Gorman
   13045 Weaver Road
   Marysville, OH 43040

6. Parcel No. 28-0009026.0000
   St. Rt. 4
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

7. Parcel No. 28-0009015.0000, 28-0009014.0010
   Berbee Leo Bulb Co. Inc.
   Dutch Mill Greenhouse
   18443 St. Rt. 4

Marysville, OH 43040

8. Parcel No. 28-0009022.0000
18250 St. Rte. 4
ST RT 4 LLC
500 Fairwood Drive
Marysville, OH 43040

9. Parcel No. 29-0009020.0010
Union Co. Board of Commissioners
18200 St. Rt. 4
Marysville, OH 43040

10. Parcel No. 29-0009020.1030
City of Marysville
18148 St. Rt. 4
Marysville, OH 43040

11. Parcel No. 29-0009021.000
Champaign County, Delaware County, Madison County, and Union County
COYC
18100 St. Rt. 4
Marysville, OH 43040

12. Parcel No. 28-0009018.0000
18105 St. Rt. 4
Lite Partners
123 W. Fifth St.
Marysville, OH 43040

13. Parcel No. 29-0009001.5000, 29-0009001.5070
Cooks Blvd.
Three D Properties LLC
125 W. Fifth St.
Marysville, OH 43040

14. Parcel No. 29-0009005.1000
St. Rt. 31
Pulte Homes of Ohio LLC
475 S. Metro Place
Dublin, OH 43017

15. Parcel No. 29-0009001.5030, 29-0009001.5050
The Residences at Cooks Pointe LLC
1805 Mill Pointe Road
Marysville, OH 43040

16. Parcel No. 29-0025004.1440, 29-0025004.2710
Triple Crown Way
Mill Valley North Association
P. O. Box 26366
Charlotte, NC 28221

17. Parcel No. 29-0025004.1040
406 Clydesdale Way
Pahl & Gabriela Graham
1050 Woodward Avenue
Detroit, MI 48226

18. Parcel No. 29-0025004.1090
Edward & Nesha Malek
282 Triple Crown Way
Marysville, OH 43040

19. Parcel No. 29-0025004.1030
302 Triple Crown Way
AH4R Properties Two LLC
23975 Park Sorrento
Calabasas, CA 91302

20. Parcel No. 29-0025004.2620
Zachary & Lindsay Grant
312 Triple Crown Way
Marysville, OH 43040

21. Parcel No. 29-0025004.2610
Arnold & Loretta Soloff
322 Triple Crown Way
Marysville, OH 43040

22. Parcel No. 29-0025004.2600
332 Triple Crown Way

Thomas & Amy Thomas
P. O. Box 202028
Florence, SC 29502

23. Parcel No. 29-0025004.2590
Cyndi Jones
342 Triple Crown Way
Marysville, OH 43040

24. Parcel No. 29-0025004.2580
Robert & Mariah Mayfield
352 Triple Crown Way
Marysville, OH 43040

25. Parcel No. 29-0025004.2570
Mary Jo & Paul Lautier
362 Triple Crown Way
Marysville, OH 43040

26. Parcel No. 29-0025004.2560
Michael Gubiotti & Stephanie Hoskins
372 Triple Crown Way
Marysville, OH 43040

27. Parcel No. 29-0025004.2550
Bradley Gullett
382 Triple Crown Way
Marysville, OH 43040

painter & associates
ATTORNEYS AT LAW llc

NATHAN D. PAINTER • REBECCA MUNCY BROOKS, OF COUNSEL • KYLE LINDENBAUM, OF COUNSEL • THOMAS E. HART, OF COUNSEL

March 3, 2025

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Union County Commissioners
233 W. Sixth Street.
Marysville, OH 43040

Re Type 2 Annexation Petition, ORC §709.023, 243.94+/- acres, St Rts. 4 and 34 and Amrie Wood Rd, from Paris Township

Dear Clerk:

Enclosed is our Affidavit of Service of Annexation Petition on Paris Township and the City of Marysville, and the adjacent property owners listed in the Annexation Petition filed with your office on February 14, 2025 and an Amended Petition filed on February 20, 2025.

Please let me know if you need anything further to complete your file for the Commissioners' upcoming hearing on this matter. Thank you.

Sincerely,

Lizabeth A. Russell-Pickard
Paralegal

Enclosures

RECEIVED
MAR - 6 2025
By

AFFIDAVIT

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

Now comes Thomas L. Hart, being of lawful age and being first duly sworn and cautioned, hereby states the following:

1. My name is Thomas L. Hart, and I have personal knowledge of the facts presented in this Affidavit.

2. I am the agent for the annexation petition that was filed with the Union County Commissioners on February 14, 2025 on behalf of the property owners.

3. On February 18, 2025, I mailed a copy of the annexation petition filed with the Union County Commissioners to Paris Township and the City of Marysville by certified mail return receipt requested, and copies of the signed receipts are attached.

4. On February 18, 2025, I mailed a notice of the filing of the annexation petition and a full and complete copy of the annexation petition and attachments by regular mail to all landowners in the annexation area and adjacent landowners, which included those on the attached Exhibit.

5. On February 20, 2025, I filed an AMENDED Annexation Petition with the Union County Commissioners, on behalf of the property owners.

6. On February 24, 2025, I mailed a copy of the AMENDED Annexation Petition to Paris Township and the City of Marysville by certified mail return receipt requested, and copies of the signed receipts are attached.

7. On February 24, 2025, I mailed a notice of the filing of the AMENDED Annexation Petition with a full and complete copy and attachments by regular mail to all landowners in the annexation area and adjacent landowners, including those on the attached Exhibit.

FURTHER AFFIANT SAYETH NOT.

THOMAS L. HART

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

Thomas L. Hart appeared before me this 3 day of ~~February~~ march, 2025, who is known to me or satisfactorily proven to be the same, and signed the statements made in the foregoing Affidavit as being true to the best of his knowledge and belief.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

LIZABETH A RUSSELL-PICKARD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-19-2027
Recorded in
Franklin County

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Marysville
209 S. Main St.
Marysville OH 43040

9590 9402 9264 4295 7383 79

2. Article Number (Transfer from service label)

9589 0710 5270 1673 4616 69

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Nicole K Lahmers ☐ Agent ☐ Addressee

B. Received by (Printed Name) Nicole K Lahmers | C. Date of Delivery 2/25/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

RDI - Fitzgerald

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Marysville,
209 S. Main St
Marysville OH 43040

9590 9402 9040 4122 2014 81

2. Article Number (Transfer from service label)

9589 0710 5270 0453 0274 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Nicole K Lahmers ☐ Agent ☐ Addressee

B. Received by (Printed Name) Nicole K Lahmers | C. Date of Delivery 2/19/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

RDI - Fitzgerald

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paris Township Trustees
7164 N. Main St,
Marysville, OH 43040

9590 9402 9040 4122 2014 98

2. Article Number

9589 0710 5270 0453 0274 39

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Ryan J. Lee ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ryan J. Lee | C. Date of Delivery 2/19/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 29-0009005.0000
   18530 St. Rte. 31
   MGM Community Services LLC
   475 S. Metro Place
   Dublin, OH 43017

2. Parcel No. 28-0004004.0000
   19118 St. Rte. 31
   Jonathan & Deborah Rausch
   19170 St. Rte. 31
   Marysville, OH 43040

3. Parcel No. 28-0004005.0000
   Amrine Wood Road
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

4. Parcel No. 28-0004006.1000
   Foothills Farm Inc.
   19055 St. Rt. 4
   Marysville, OH 43040

5. Parcel No. 28-0009011.000
   18645 St. Rt. 4
   Mike & Ann Gorman
   13045 Weaver Road
   Marysville, OH 43040

6. Parcel No. 28-0009026.0000
   St. Rt. 4
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

7. Parcel No. 28-0009015.0000, 28-0009014.0010
   Berbee Leo Bulb Co. Inc.
   Dutch Mill Greenhouse
   18443 St. Rt. 4

Marysville, OH 43040

8. Parcel No. 28-0009022.0000
18250 St. Rte. 4
ST RT 4 LLC
500 Fairwood Drive
Marysville, OH 43040

9. Parcel No. 29-0009020.0010
Union Co. Board of Commissioners
18200 St. Rt. 4
Marysville, OH 43040

10. Parcel No. 29-0009020.1030
City of Marysville
18148 St. Rt. 4
Marysville, OH 43040

11. Parcel No. 29-0009021.000
Champaign County, Delaware County, Madison County, and Union County
COYC
18100 St. Rt. 4
Marysville, OH 43040

12. Parcel No. 28-0009018.0000
18105 St. Rt. 4
Lite Partners
123 W. Fifth St.
Marysville, OH 43040

13. Parcel No. 29-0009001.5000, 29-0009001.5070
Cooks Blvd.
Three D Properties LLC
125 W. Fifth St.
Marysville, OH 43040

14. Parcel No. 29-0009005.1000
St. Rt. 31
Pulte Homes of Ohio LLC
475 S. Metro Place
Dublin, OH 43017

15. Parcel No. 29-0009001.5030, 29-0009001.5050
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Marysville, OH 43040

16. Parcel No. 29-0025004.1440, 29-0025004.2710
Triple Crown Way
Mill Valley North Association
P. O. Box 26366
Charlotte, NC 28221

17. Parcel No. 29-0025004.1040
406 Clydesdale Way
Pahl & Gabriela Graham
1050 Woodward Avenue
Detroit, MI 48226

18. Parcel No. 29-0025004.1090
Edward & Nesha Malek
282 Triple Crown Way
Marysville, OH 43040

19. Parcel No. 29-0025004.1030
302 Triple Crown Way
AH4R Properties Two LLC
23975 Park Sorrento
Calabasas, CA 91302

20. Parcel No. 29-0025004.2620
Zachary & Lindsay Grant
312 Triple Crown Way
Marysville, OH 43040

21. Parcel No. 29-0025004.2610
Arnold & Loretta Soloff
322 Triple Crown Way
Marysville, OH 43040

22. Parcel No. 29-0025004.2600
332 Triple Crown Way

Thomas & Amy Thomas
P. O. Box 202028
Florence, SC 29502

23. Parcel No. 29-0025004.2590
Cyndi Jones
342 Triple Crown Way
Marysville, OH 43040

24. Parcel No. 29-0025004.2580
Robert & Mariah Mayfield
352 Triple Crown Way
Marysville, OH 43040

25. Parcel No. 29-0025004.2570
Mary Jo & Paul Lautier
362 Triple Crown Way
Marysville, OH 43040

26. Parcel No. 29-0025004.2560
Michael Gubiotti & Stephanie Hoskins
372 Triple Crown Way
Marysville, OH 43040

27. Parcel No. 29-0025004.2550
Bradley Gullett
382 Triple Crown Way
Marysville, OH 43040

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

Melissa Brandfoot 02/26/25

Terry Emery

RESOLUTION 004-2025

TO AUTHORIZE THE SERVICES THAT THE CITY OF MARYSVILLE WILL PROVIDE SHOULD THE +/- 243.94 ACRES LOCATED IN PARIS TOWNSHIP, UNION COUNTY, OHIO, CONTIGUOUS TO THE CITY OF MARYSVILLE, BE ANNEXED INTO THE CITY, AND TO PROVIDE FOR BUFFER REQUIREMENTS

WHEREAS, On February 14, 2025 pursuant to Ohio Revised Code Section 709.023, the property owners seeking annexation of +/- 243.94 acres of real property in Paris Township, Union County, Ohio, which is contiguous to the City of Marysville along 43.78% of its perimeter, filed with the Board of County Commissioners of Union County, Ohio, an Expedited Type II Petition for Annexation of their property to the City of Marysville, a copy of which is attached and incorporated herein as Exhibit A; and

WHEREAS, on February 14, 2025 said Petition was delivered to the City of Marysville from the Board of County Commissioners of Union County, Ohio; and

WHEREAS, Ohio Revised Code Section 709.023 (C) provides that within twenty days after the date that the petition is filed, the municipal corporation to which annexation is sought, shall adopt a resolution stating what services the municipal corporation will provide to the territory seeking annexation and an approximate date by which it will provide those services; and

WHEREAS, the Ohio Revised Code Section 709.023 (C) also provides that within that same twenty day period, the municipal corporation shall adopt an ordinance or resolution stating that, if the territory is annexed and becomes subject to zoning by the municipal corporation and that if the municipality's zoning allows uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining in the township from which the territory was annexed, the municipal corporation shall require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land now remaining within the township; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. In the event that the proposed +/- 243.94 acres (the "Property") is annexed to the City of Marysville, Ohio, the City will provide to the Property the full range of municipal services available to the residents of, and to the property within, the City of Marysville, including but not limited to police, fire and EMS protection, sanitary sewers, water lines, storm sewers, public roadway, refuse collection, all of which can be provided immediately upon the effective date of the annexation as provided by law. Should it be determined that as a result of the annexation,

the boundary line between the township and the City divides or segments a street or highway so as to create a road maintenance problem, the City, as a condition of the annexation, shall assume the maintenance of that street or highway or otherwise correct the problem.

SECTION II. If the Property is annexed and becomes subject to the City of Marysville zoning, and the City zoning allows uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under applicable county or township zoning regulations in effect at the time of the filing of the petition on the land adjacent to the annexed territory remaining in the unincorporated area of Paris Township, then the City of Marysville will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining with Paris Township.

SECTION III. The Clerk of Council is hereby directed to forward and file certified copies of this Resolution with the Union County Board of County Commissioners and to send a copy to the Agent for the Petitioners for annexation within twenty days following the date that the petition was filed.

SECTION IV. This Resolution is effective upon its adoption.

One Reading Only: February 24, 2025

PRESIDENT OF COUNCIL

Passed: February 24, 2025

APPROVED AS TO FORM:

LAW DIRECTOR

ATTEST:

CLERK OF COUNCIL

EXHIBIT A

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 243.94+/- ACRES, MORE OF LESS, FROM PARIS TOWNSHIP

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 243.94 acres, more or less, with a total length of the annexation perimeter of 19,330.73 +/- feet, more or less, in the Township of Paris, which area is contiguous along 8,463.87 feet, or 43.78% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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

RECEIVED
FEB 14 2025
By

RECEIVED
FEB 14 2025
CITY OF
MARYSVILLE

J. Daniel Fitzgerald, Trustee
21944 Boord Road
Marysville, OH 43040

By: J Daniel Fitzgerald

J DANIEL FITZGERALD 1/31/25
Print Name Date

J Daniel Fitzgerald 1/31/25
J. Daniel Fitzgerald Date

Rebecca Fitzgerald 1-31-25
Rebecca Fitzgerald Date
21944 Boord Road
Marysville, OH 43040

HAILEY'S HOLDINGS LLC
6169 Plain City -Georgesville Road
Plain City, OH 43064

By:

JOSEPH CHAPMAN 2-4-25
Print Name Date

2/4/25
Ryan J. Lee, Date
Suc. Co-Trustee

2/4/25
Gregory Lee, Date
Suc. Co-Trustee
17421 Waldo Road
Marysville, OH 43040

LITE PARTNERS, an Ohio general partnership
123 W. Fifth Street
Marysville, OH 43040

By: _____

Dean E. Cook 12-4-25
Print Name Date

Monarch Land Company LLC
6689 Dublin Center Drive
Dublin, OH 43017

By: _____

MATT STAVROFF 12-4-2024
Print Name Date

City of Marysville
125 E. Sixth Street
Marysville, OH 43040

By: _____

TERRY EMERY 12/4/25
Print Name Date

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 243.94 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP TO CITY OF MARYSVILLE

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

BEGINNING at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 6, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way);

Thence North 4°36'08" West, continuing with the easterly line of said 70.178 acre tract, a distance of 25.00 feet to the northeasterly corner thereof, being in the centerline of said Amrine-Wood Road

Thence North 84°53'10" East, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 940.58 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

Thence North 4°40'53" West, with said centerline of State Route 31, to a point in the existing City of Marysville corporation line of record in Resolution Number 21-178, and being the southwest corner of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, a distance of 1252.87 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of said Amrine Meadows Section 1, Phase 1A, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2016.56 feet to the **POINT OF BEGINNING** and containing 243.94 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 8463.87 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 19330.73 feet to be annexed. 43.78% of the perimeter length is contiguous to the City of Marysville Corporation line.



CESO, Inc.

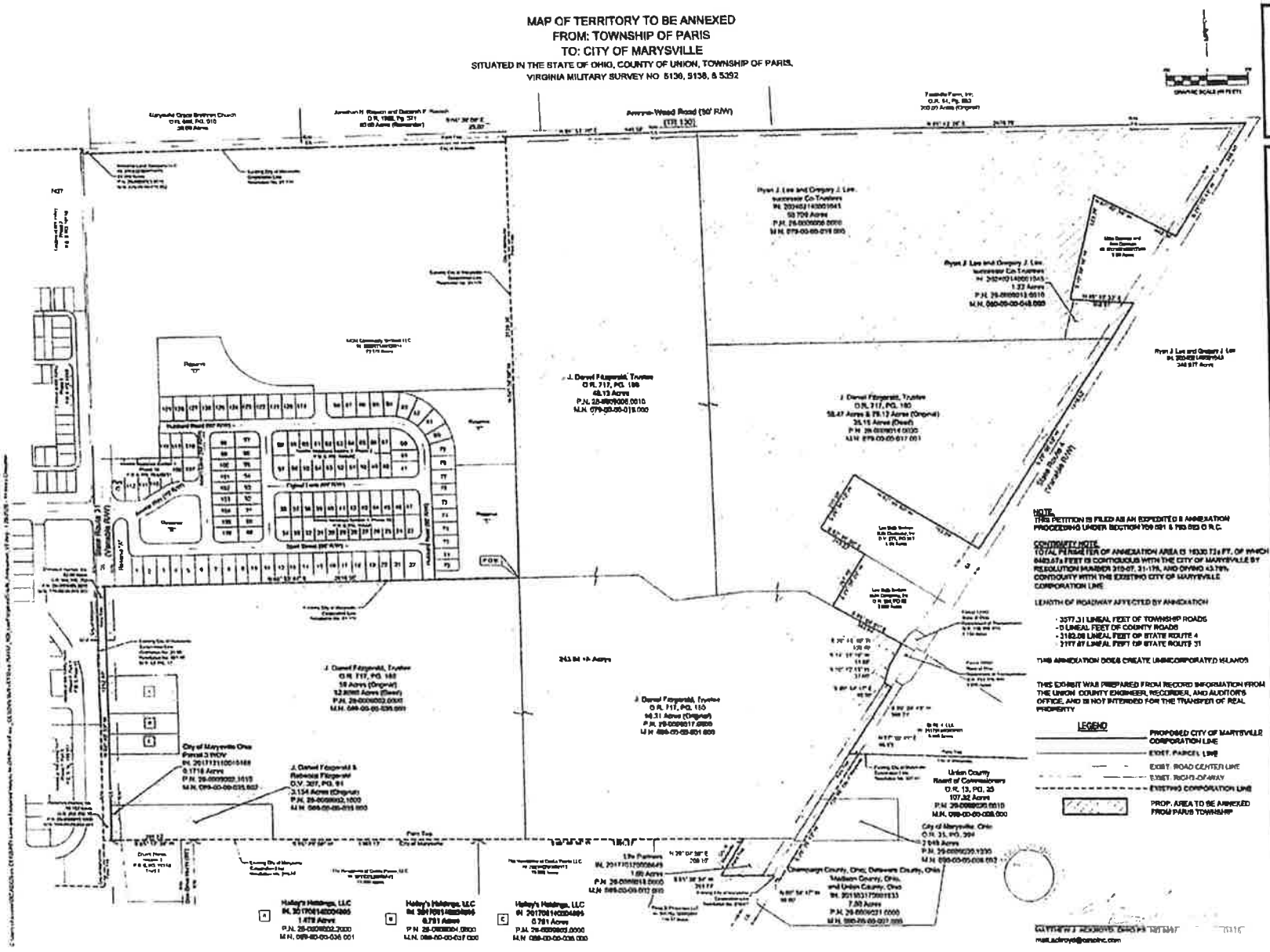
1/29/26

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Date:

B

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF PARIS
TO: CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



NOTE:
THIS PETITION IS FILED AS AN EXPEDITED 3 ANNEXATION PROCEEDING UNDER SECTION 709.021 & 709.023 O.R.C.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 16330.73± FT. OF WHICH 6483.57± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 312-07, 31.17%, AND OWNS 43.78% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

- 3577.31 LINEAL FEET OF TOWNSHIP ROADS
- 0 LINEAL FEET OF COUNTY ROADS
- 3182.08 LINEAL FEET OF STATE ROUTE 4
- 3177.87 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

LEGEND

- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

matt.ackroyd@cmsinc.com

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

No.	Description	Date

0.1571 ±	
Project Number:	764487
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	1/29/2020
Issue:	N/A

Drawing Title:

1

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 29-0009005.0000
   18530 St. Rte. 31
   MGM Community Services LLC
   475 S. Metro Place
   Dublin, OH 43017

2. Parcel No. 28-0004004.0000
   19118 St. Rte. 31
   Jonathan & Deborah Rausch
   19170 St. Rte. 31
   Marysville, OH 43040

3. Parcel No. 28-0004005.0000
   Amrine Wood Road
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

4. Parcel No. 28-0004006.1000
   Foothills Farm Inc.
   19055 St. Rt. 4
   Marysville, OH 43040

5. Parcel No. 28-0009011.000
   18645 St. Rt. 4
   Mike & Ann Gorman
   13045 Weaver Road
   Marysville, OH 43040

6. Parcel No. 28-0009026.0000
   St. Rt. 4
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

7. Parcel No. 28-0009015.0000, 28-0009014.0010
   Berbee Leo Bulb Co. Inc.
   Dutch Mill Greenhouse
   18443 St. Rt. 4

Marysville, OH 43040

8. Parcel No. 28-0009022.0000
18250 St. Rte. 4
ST RT 4 LLC
500 Fairwood Drive
Marysville, OH 43040

9. Parcel No. 29-0009020.0010
Union Co. Board of Commissioners
18200 St. Rt. 4
Marysville, OH 43040

10. Parcel No. 29-0009020.1030
City of Marysville
18148 St. Rt. 4
Marysville, OH 43040

11. Parcel No. 29-0009021.000
COYC
18100 St. Rt. 4
Marysville, OH 43040

12. Parcel No. 28-0009018.0000
18105 St. Rt. 4
Lite Partners
123 W. Fifth St.
Marysville, OH 43040

13. Parcel No. 29-0009001.5000, 29-0009001.5070
Cooks Blvd.
Three D Properties LLC
125 W. Fifth St.
Marysville, OH 43040

14. Parcel No. 29-0009005.1000
St. Rt. 31
Pulte Homes of Ohio LLC
475 S. Metro Place
Dublin, OH 43017

15. Parcel No. 29-0009001.5030, 29-0009001.5050
The Residences at Cooks Pointe LLC
1805 Mill Pointe Road
Marysville, OH 43040

16. Parcel No. 29-0025004.1440, 29-0025004.2710
Triple Crown Way
Mill Valley North Association
P. O. Box 26366
Charlotte, NC 28221

17. Parcel No. 29-0025004.1040
406 Clydesdale Way
Pahl & Gabriela Graham
1050 Woodward Avenue
Detroit, MI 48226

18. Parcel No. 29-0025004.1090
Edward & Nesha Malek
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Florence, SC 29502

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27. Parcel No. 29-0025004.2550
Bradley Gullett
382 Triple Crown Way
Marysville, OH 43040

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL

McKenzie Proudfoot 02/26/25

McKenzie Proudfoot <mproudfoot@marysvilleohio.org>

Amended Annexation Petition and Plat, +/-243.94 acres State Rts. 4 and 31 and Amrine Wood Road

1 message

Tom Hart <tom@painterandassociates.com> Tue, Feb 25, 2025 at 12:23 PM
To: Tim Aslaner <taslaner@marysvilleohio.org>, McKenzie Proudfoot <mproudfoot@marysvilleohio.org>

Tim and McKenzie:

I have attached an amendment to the above referenced annexation petition filed with the county commissioners clerk. You will also receive your official copy required by statute via US Mail shortly. I am authorized by law (ORC 709.03, and In re Petition for Annexation of 368.08 Acres, More or Less, in Springfield Township (App. 4 Dist, 11-25-1997) 124 Ohio App. 3d 256 and 81 Ohio St. 3d 1501) to make amendments to the annexation petition as the petitioner's agent. This amendment does not impact our initial filing date or any action following that date by the City on the Services Resolution. It simply corrects the initial filing and a linear foot measurement discrepancy found by the county engineer's office. This amendment is allowed and we are allowed to "keep our place" on the calendar with the commissioners and City based on the initial filing because ORC 709.015 allows the commissioners to cure any procedural defect and requires substantial compliance as the standard for annexation filing procedures. Per case law in Ohio, procedural defects include "scrivener's errors" on annexation plats and legal descriptions. [Again See ORC 709.015 and Lawrence Twp. Bd. of Trustees v. Canal Fulton (Ohio App. 5 Dist., 12-22-2009) 185 Ohio App. 3d 267.]

Let me know if you have any questions. Thank you.

Tom

--
Thomas L. Hart
Attorney, Of Counsel
Painter and Associates

PLEASE NOTE OUR NEW ADDRESS BELOW

Tom Hart
Painter & Associates
5029 Cemetery Road
Hilliard, OH 43026
www.painterandassociates.com
Tom @painterandassociates.com

614.319.3306 (Office)
614-441-5174 (Cell)

RDI-FITZ Filed Amended Annex Petition.pdf
3701K

painter & associates
ATTORNEYS AT LAW LLC

February 20, 2025

Union County Commissioners
233 W. Sixth Street.
Marysville, OH 43040

Re AMENDED Type 2 Annexation Petition, ORC §709.023, 243.94 +/- ac., St. Rts. 4 and 31 and Amrine Wood Road, from Paris Township

Dear Clerk:

Enclosed is our **Amended** Type 2 Annexation Petition as described above, correcting a minor scrivener's error.

We originally filed this Annexation Petition on February 14, 2025. However, the County Engineer found a discrepancy on the Annexation Plat in a measurement of linear feet of roadway affected by the annexation.

In addition, there is a change in the name of one of the adjacent property owners listed on Exhibit C.

Otherwise, there are no changes to the Annexation Petition, itself, as originally filed.

Please let me know if you need anything further to complete your file for the Commissioners' upcoming hearing on this matter. Thank you.

Sincerely,

Thomas L. Hart
Attorney

Enclosures

RECEIVED
FEB 20 2025
By

AMENDMENT TO

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 243.94+/- ACRES, MORE OF LESS, FROM PARIS TOWNSHIP

Original Annexation Petition filed 2/14/2025

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

The undersigned, petitioner in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 243.94 acres, more or less, with a total length of the annexation perimeter of 19,330.73 +/- feet, more or less, in the Township of Paris, which area is contiguous along 8,463.87 feet, or 43.78% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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

RECEIVED
FEB 20 2025

J. Daniel Fitzgerald, Trustee
21944 Boord Road
Marysville, OH 43040

By: J Daniel Fitzgerald

J DANIEL FITZGERALD 1/31/25
Print Name Date

J Daniel Fitzgerald 1/31/25
J. Daniel Fitzgerald Date

Rebecca Fitzgerald 1-31-25
Rebecca Fitzgerald Date
21944 Boord Road
Marysville, OH 43040

HAILEY'S HOLDINGS LLC
6169 Plain City -Georgesville Road
Plain City, OH 43064

By:

JOSEPH CHAPMAN 2-4-25
Print Name Date

2/4/25
Ryan J. Lee, Date
Suc. Co-Trustee

2/4/25
Gregory Lee, Date
Suc. Co-Trustee
17421 Waldo Road
Marysville, OH 43040

LITE PARTNERS, an Ohio general partnership
123 W. Fifth Street
Marysville, OH 43040

By: _____

Dean E. Cook 12-4-25
Print Name Date

Monarch Land Company LLC
6689 Dublin Center Drive
Dublin, OH 43017

By: _____

MATT STAVROFF 12-4-2024
Print Name Date

City of Marysville
125 E. Sixth Street
Marysville, OH 43040

By: _____

TERRY EMERY 2/4/25
Print Name Date

LIST OF PROPERTY OWNERS AND PARCEL NUMBERS
OF 243.94 AC ANNEXATION FROM
PARIS TWP TO CITY OF MARYSVILLE

1. Parcel Nos. 28-0009008.0000 and 28-0009012.0010
   Map Nos. 079-00-00-016.000 and 080-00-00-048.000
   Ryan J. Lee and Gregory J. Lee, Suc. Trustees

2. Parcel Nos. 028-0009006.0010, 28-0009014.0020, 28-0009017.0000, and 28-0009002.0000
   Map Nos. 079-00-00-017.001, 079-00-00-015.000, 089-00-00-001.000, and 089-00-00-038.000
   J. Daniel Fitzgerald, Trustee

3. Parcel No. 28-0009002.1000
   Map No. 089-00-00-035.000
   J. Daniel & Rebecca Fitzgerald

4. Parcel Nos. 28-0009002.2000, 28-0009004.0000, and 28-0009003.0000
   Map Nos. 089-00-00-038.001, 089-00-00-037.000, and 089-00-00-036.000
   Hailey's Holdings, LLC

5. Parcel No.28-0009018.000
   Map No. 089-00-00-002.000
   Lite Partners

6. Parcel No. 28-0009002.1010
   Map No. 089-00-00-035.602
   City of Marysville

7. Parcel No. 28-0025003.0010
   Map No. 079-00-00-019.002
   Monarch Land Company LLC

RECEIVED
FEB 20 2025
By

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 243.94 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP TO CITY OF MARYSVILLE

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

BEGINNING at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 6, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way);

Thence North 4°36'08" West, continuing with the easterly line of said 70.178 acre tract, a distance of 25.00 feet to the northeasterly corner thereof, being in the centerline of said Amrine-Wood Road

Thence North 84°53'10" East, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 940.58 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

Thence North 4°40'53" West, with said centerline of State Route 31, to a point in the existing City of Marysville corporation line of record in Resolution Number 21-178, and being the southwest corner of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, a distance of 1252.87 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of said Amrine Meadows Section 1, Phase 1A, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2016.56 feet to the **POINT OF BEGINNING** and containing 243.94 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 8463.87 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 19330.73 feet to be annexed. 43.78% of the perimeter length is contiguous to the City of Marysville Corporation line.

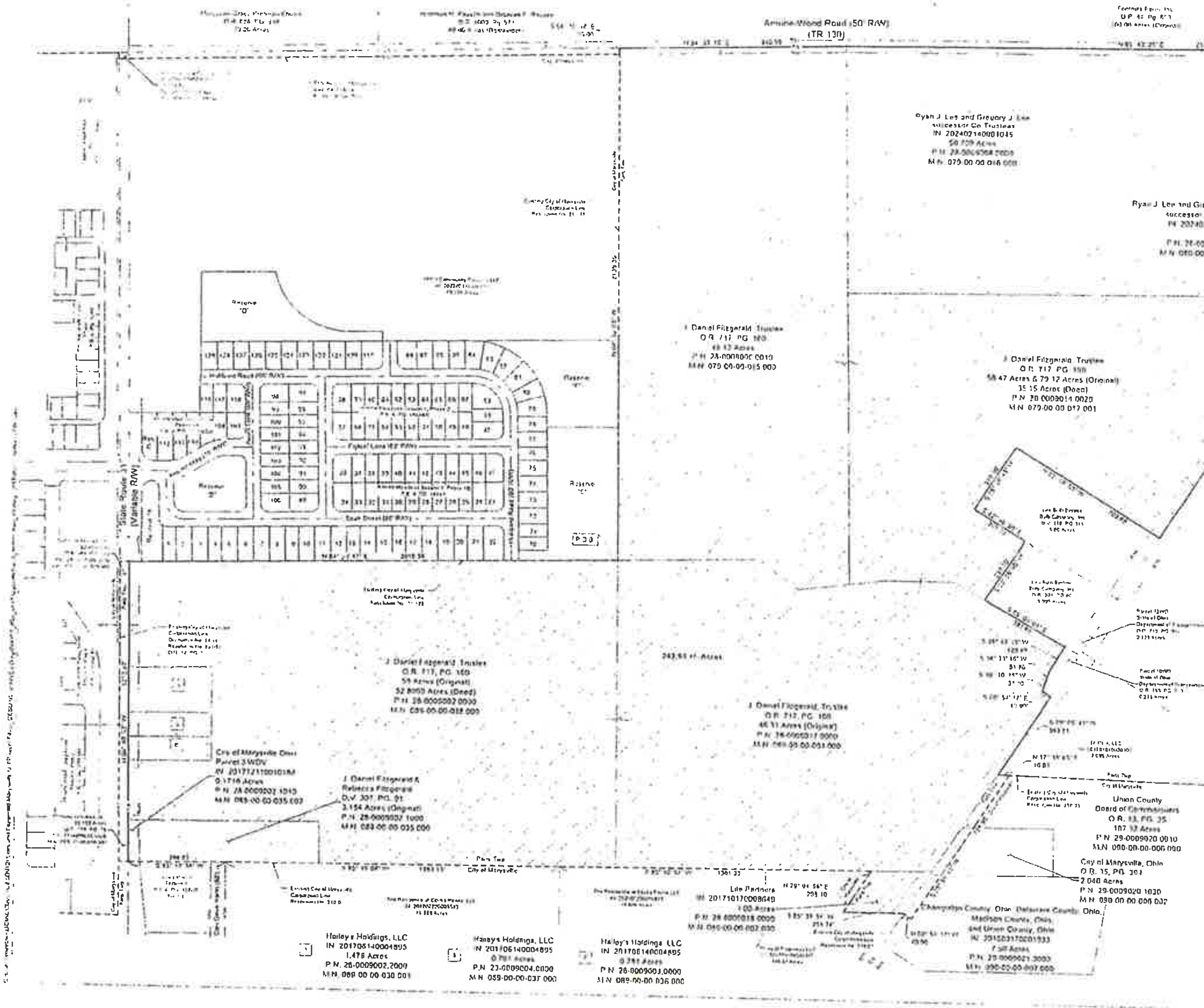


CESO, Inc.

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Date:

MAP OF TERRITORY TO BE ANNEXED
FROM TOWNSHIP OF PARIS
TO CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO COUNTY OF UNION TOWNSHIP OF PARIS
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



NOTE:
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 709.023 O.R.C.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 19330.73± FT., OF WHICH 8463.87± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 210.07, 21-178, AND GIVING 43.78% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

3577.31 LINEAL FEET OF TOWNSHIP ROADS
0 LINEAL FEET OF COUNTY ROADS
3182.08 LINEAL FEET OF STATE ROUTE 4
1252.87 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

LEGEND

PROPOSED CITY OF MARYSVILLE CORPORATION LINE
EXIST. PARCEL LINE
EXIST. ROAD CENTER LINE
EXIST. RIGHT-OF-WAY
EXISTING CORPORATION LINE
PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

MATTHEW J. ACKROYD, OHIO P.S. NO 8937 DATE
mail: ackroyd@cesoinc.com

Annexation
State of Ohio, County of Union, Township of Paris
Virginia Military Survey No. 5136, 5138, & 5392

Project Number	764457
Scale	1"=200'
Drawn By	DPG
Checked By	MJA
Date	2017/2025
Issue	N/A
Drawing Title	

1

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 29-0009005.0000
   18530 St. Rte. 31
   MGM Community Services LLC
   475 S. Metro Place
   Dublin, OH 43017

2. Parcel No. 28-0004004.0000
   19118 St. Rte. 31
   Jonathan & Deborah Rausch
   19170 St. Rte. 31
   Marysville, OH 43040

3. Parcel No. 28-0004005.0000
   Amrine Wood Road
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

4. Parcel No. 28-0004006.1000
   Foothills Farm Inc.
   19055 St. Rt. 4
   Marysville, OH 43040

5. Parcel No. 28-0009011.000
   18645 St. Rt. 4
   Mike & Ann Gorman
   13045 Weaver Road
   Marysville, OH 43040

6. Parcel No. 28-0009026.0000
   St. Rt. 4
   Ryan Lee & Greg Lee, Suc. Tr.
   17421 Waldo Road
   Marysville, OH 43040

7. Parcel No. 28-0009015.0000, 28-0009014.0010
   Berbee Leo Bulb Co. Inc.
   Dutch Mill Greenhouse
   18443 St. Rt. 4

Marysville, OH 43040

8. Parcel No. 28-0009022.0000
18250 St. Rte. 4
ST RT 4 LLC
500 Fairwood Drive
Marysville, OH 43040

9. Parcel No. 29-0009020.0010
Union Co. Board of Commissioners
18200 St. Rt. 4
Marysville, OH 43040

10. Parcel No. 29-0009020.1030
City of Marysville
18148 St. Rt. 4
Marysville, OH 43040

11. Parcel No. 29-0009021.000
Champaign County, Delaware County, Madison County, and Union County
COYC
18100 St. Rt. 4
Marysville, OH 43040

12. Parcel No. 28-0009018.0000
18105 St. Rt. 4
Lite Partners
123 W. Fifth St.
Marysville, OH 43040

13. Parcel No. 29-0009001.5000, 29-0009001.5070
Cooks Blvd.
Three D Properties LLC
125 W. Fifth St.
Marysville, OH 43040

14. Parcel No. 29-0009005.1000
St. Rt. 31
Pulte Homes of Ohio LLC
475 S. Metro Place
Dublin, OH 43017

15. Parcel No. 29-0009001.5030, 29-0009001.5050
The Residences at Cooks Pointe LLC
1805 Mill Pointe Road
Marysville, OH 43040

16. Parcel No. 29-0025004.1440, 29-0025004.2710
Triple Crown Way
Mill Valley North Association
P. O. Box 26366
Charlotte, NC 28221

17. Parcel No. 29-0025004.1040
406 Clydesdale Way
Pahl & Gabriela Graham
1050 Woodward Avenue
Detroit, MI 48226

18. Parcel No. 29-0025004.1090
Edward & Nesha Malek
282 Triple Crown Way
Marysville, OH 43040

19. Parcel No. 29-0025004.1030
302 Triple Crown Way
AH4R Properties Two LLC
23975 Park Sorrento
Calabasas, CA 91302

20. Parcel No. 29-0025004.2620
Zachary & Lindsay Grant
312 Triple Crown Way
Marysville, OH 43040

21. Parcel No. 29-0025004.2610
Arnold & Loretta Soloff
322 Triple Crown Way
Marysville, OH 43040

22. Parcel No. 29-0025004.2600
332 Triple Crown Way

Thomas & Amy Thomas
P. O. Box 202028
Florence, SC 29502

23. Parcel No. 29-0025004.2590
Cyndi Jones
342 Triple Crown Way
Marysville, OH 43040

24. Parcel No. 29-0025004.2580
Robert & Mariah Mayfield
352 Triple Crown Way
Marysville, OH 43040

25. Parcel No. 29-0025004.2570
Mary Jo & Paul Lautier
362 Triple Crown Way
Marysville, OH 43040

26. Parcel No. 29-0025004.2560
Michael Gubiotti & Stephanie Hoskins
372 Triple Crown Way
Marysville, OH 43040

27. Parcel No. 29-0025004.2550
Bradley Gullett
382 Triple Crown Way
Marysville, OH 43040

County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937.645.3018
F 937.645.3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937.645.3017
F 937.645.3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

MEMO

To: Board of Commissioners, Union County
From: Jeff Stauch, Union County Engineer
Date: March 10, 2025
RE: Annexation to Marysville from Paris Township (243.94 Acres)

The subject annexation petition, received on February 14, 2025, has been reviewed by our office. The attached letter dated March 10, 2025 references the pre-approval technical review for closure, acreage, and adjoining deed information.

The subsequent formal submission, was filed and reviewed under RC 709.021/RC 709.023, and is summarized as follows:

i. The legal description is accurate.
ii. The map/plat has been confirmed to be accurate.
iii. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all the owners of real estate in that territory.
iv. The proposed area to be annexed does not exceed 500 acres.
v. The proposed contiguity with Plain City exceeds the minimum perimeter of 5%.
vi. The proposed annexation will not create any unincorporated island areas.

The proposed annexation and anticipated future land uses may have a significant impact on the adjacent roadways, specifically Amrine Wood Road (Township Road). Amrine Wood Road may serve as an outlet for the development as currently presented. Our office has not had discussions to this point with either the City or the Developer regarding future road improvements, access points, etc. I would anticipate the need for substantial improvements to safely and properly serve future development buildout. As the planning for the future development moves forward, we will require the necessary Traffic Impact Studies and coordination with the City of Marysville and their development partners towards the funding of those improvements.

Attachment *Pre-approval Review*

County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

***Public Service** with integrity*

Date: March 10, 2025

Kyle Hoyng, P.E.
City of Marysville
209 South Main Street
Marysville, Ohio 43040

Kyle,
The attached annexation plat and description of the 243.94 +/- acre tract being annexed into the City of Marysville have been reviewed for overall closure, and adjoining deed information. The results of this review are acceptable. Final review and approval will follow after formal submission to the County Commissioners and adoption by the City of Marysville.

If there are any questions feel free to contact us.

Sincerely,

Chris Clapsaddle
Mapping Manager
(937) 645-3121

cc: City of Marysville Planning and Zoning

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL

Melissa Lemar

RESOLUTION NO. 25-097

A RESOLUTION GRANTING THE PETITION OF J. DANIEL FITZGERALD, TRUSTEE, J. DANIEL FITZGERALD AND REBECCA FITZGERALD, INDIVIDUALLY, HALEY'S HOLDINGS, LLC, RYAN J. LEE AND GREGORY LEE, SUCCESSOR CO-TRUSTEES, LITE PARTNERS, MONARCH LAND COMPANY, LLC, AND THE CITY OF MARYSVILLE FOR EXPEDITED TYPE 2 ANNEXATION OF 243.94 A. +/-FROM PARIS TOWNSHIP, UNION COUNTY, OHIO, INTO THE CITY OF MARYSVILLE, OHIO.

WHEREAS, J. Daniel Fitzgerald, Trustee, J. Daniel Fitzgerald and Rebecca Fitzgerald, individually, Haley's Holdings, LLC, Ryan J. Lee and Gregory Lee, Successor Co-Trustees, Lite Partners, Monarch Land Company, LLC, and the City of Marysville, Applicant(s), have presented a Petition by Owner of Real Estate for Annexation of certain land in Paris, Union County, Ohio, to the City of Marysville, Ohio, utilizing the special procedure of R.C. 709.023, known as an Expedited Type 2 annexation, which Petition included a plat and legal description of the area proposed to be annexed; and

WHEREAS, Applicants filed their Petition on February 14, 2025; and

WHEREAS, the Council of the City of Marysville approved Resolution 004-025 on February 24, 2025, which resolution addresses services the City of Marysville will provide should Petition for Annexation be approved and to provide for zoning buffer requirements, and submitted the same to the County on February 26, 2025; and

WHEREAS, Agent for the Applicant on March 6, 2025, filed his affidavit as to service of the Petition as required by R.C. 709.023(B); and

WHEREAS, the Union County Engineer has provided a memorandum regarding the Petition; and

WHEREAS, Neither Paris Township nor the City of Marysville has filed a written objection to the proposed annexation; and

WHEREAS, this Board has reviewed the Petition for Annexation with the supporting materials and based upon that review, FINDS that the Petition satisfies the conditions set out in R.C. §709.023(E).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO, THAT:

Section 1. The Petition for Expedited Type 2 Annexation into the City of Marysville of 243.94 A., more or less, as legally described in Exhibit A and depicted in Exhibit B, each of which are attached and incorporated by reference, from Paris Township, Union County, Ohio, by J. Daniel Fitzgerald, Trustee, J. Daniel Fitzgerald and Rebecca Fitzgerald, individually, Haley's Holdings, LLC, Ryan J. Lee and Gregory Lee, Successor Co-Trustees, Lite Partners, Monarch Land Company, LLC, and the City of Marysville, is approved.

Section 2. This annexation having been considered under R.C. 709.023, the special statutory procedure as an Expedited Type 2 annexation, unless otherwise provided in an annexation agreement entered into under section 709.192 of the Revised Code or in a cooperative economic development agreement entered into under section 701.07 of the Revised Code, the

territory so annexed, as legally described in Exhibit A and depicted in Exhibit B, shall not at any time be excluded from the township under section 503.07 of the Revised Code and, thus, remains subject to the township's real property taxes.

Section 3. The Clerk of the Board is directed to send a certified copy of this Resolution to the Agent for the Petitioners, the Clerk of the City of Marysville, the Fiscal Officer of Paris Township, and the Union County Auditor. The Clerk shall also deliver a certified copy of the entire record of these annexation proceedings, including all resolutions of this Board, signed by a majority of the members of the Board, the petition, map, and all other papers on file, to the clerk of the City of Marysville, the municipal corporation to which annexation is proposed.

Section 4. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

Steve Robinson introduced this resolution and moved its passage; Tom McCarthy seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson	(Yes)	No
Tom McCarthy	(Yes)	No
Dave Lawrence	Yes	No

Passed: March 12, 2025

ATTEST: Mallory Lehman
Mallory Lehman, Clerk

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO

Steve Robinson

Thomas A. McCarthy

absent
David A. Lawrence

Approved as to Form:

Thayne D. Gray March 12, 2025
Assistant Prosecuting Attorney

ORDINANCE _____

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PLANNED UNIT DEVELOPMENT ZONING FOR THE MARYSVILLE NORTH PLANNED UNIT DEVELOPMENT

WHEREAS, on March 4, 2025, the City Planning Commission reviewed an application for a Planned Unit Development (PUD) zoning for the Marysville North PUD, as set forth in Appendix A of Exhibit A, incorporated herein; and

WHEREAS, the Planning Commission recommended approval of the amendment as set forth in Exhibit A; and

WHEREAS, upon receiving this recommendation from the Planning Commission, City Council shall consider Planning Commission's recommendation and hold a public hearing on the aforementioned zoning amendment with publication in a newspaper of general circulation with at least seven (7) days' notice of said hearing; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. City Council agrees with the recommendation from Planning Commission and hereby approves the application of a Planned Unit Development (PUD) zoning for the Marysville North PUD as set forth in Appendix A of Exhibit A.

SECTION II. The Clerk of Council shall cause the Planning and Zoning Code of the Codified Ordinances to be amended accordingly.

1st Reading: March 24, 2025

2nd Reading: April 14, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

3rd Reading, vote, tabled to June 9, 2025 on April 28, 2025

EXHIBIT A

RESOLUTION _____

TO APPROVE A PLANNED UNIT DEVELOPMENT ZONING FOR THE MARYSVILLE NORTH PLANNED UNIT DEVELOPMENT

WHEREAS, on March 4, 2025, the City Planning Commission has reviewed an application for the Planned Unit Development (PUD) zoning for Marysville North PUD as set forth in Appendix A, incorporated herein; and

WHEREAS, The City Planning Commission recommended APPROVAL for the PUD, which is set forth in Appendix A, attached and incorporated herein; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant to Section 1141.34 of the Planning and Zoning Code, now therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Planning Commission recommends to City Council that the requested Planned Unit Development zoning of Marysville North be **APPROVED** in accordance with this Resolution.

Passed 03-04-2025

Chairman of Planning Commission

ATTEST:

Planning and Development Manager, Ashley Gaver

Appendix A

Marysville North

Marysville, Ohio



PUD Development Plan Submittal
Revised March 13, 2025

Rockford Development Investments (RDI)
Contact: Bart A. Barok, Partner
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240
614-286-2055

Appendix A

MARYSVILLE NORTH

PUD SUBMITTAL MATERIALS PUD DEVELOPMENT PLAN

Development Plan Document Index

1. PUD Development Plan Application
2. Regional Vicinity (Context) Map
3. Survey and Legal Description
4. Existing Conditions Map – Buildings, Structures, & Tree Clearing
5. 100 Year Flood Zone Map
6. Development Plan – Exhibit A
    a. Subarea B & F Enlargement – Exhibit B1
    b. Subareas A, C, D, E, & F Enlargement – Exhibit B2
7. Development Text
    a. Rezoning Statement
    b. General Development Standards
    c. Preliminary Description of Each Subarea
        i. List of Permitted Uses
        ii. Lot Sizes, Setbacks, Height, Open Space, and Coverage
        iii. Density
        iv. Access, Parking, Loading, and Pedestrian Connectivity
        v. Landscaping
        vi. Architectural, Site, and Lighting
        vii. Signage
        viii. Project Phasing
    d. Additional Information Requested
        i. Specific objectives section 1135.01
        ii. Public services
        iii. Comprehensive plan conformity
8. Roadway and Fence Profile
9. Color Pallets
10. Open Space – Exhibit C
11. Trails and Sidewalks – Exhibit D1and D2
12. Lot Standards – Exhibit E
13. Architectural Character – Exhibit F1 and F2
14. Character Images of Common Areas, Ponds, and Clubhouse – Exhibit G1 and G2
15. Street Light Exhibit H

Appendix A

Received (stamp):

209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

***** IMPORTANT INFORMATION - Please read before completing the application *****

- **Required – Submission of a complete application, including all of the items listed in the application checklist.**
- **Digital Only Submittals Preferred**
- **Applications and applicable fees shall be submitted by no later than 5:00 p.m. on the application deadline date.**
- **Submitted applications and all checklist items shall be reviewed by City staff for completeness. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit the missing materials by the application deadline date to complete the application.**
- **No late submittals or additional information will be accepted after the application deadline.**
- **Any construction and/or occupancy of the site for which the PUD Development Plan is being requested for shall not commence until all appropriate approved permits are obtained by the City and the County Building Department.**

Project Site Information *(Please print clearly)*

Address of land to be rezoned: Multiple parcels located between Rt 31 & Rt 4, south of Amrine Wood Road & north of Cooks Pointe - See ownership list

Present Zoning District: Paris Township Res/Ag Present Use of the Land: Agricultural / Undeveloped / SF

Proposed Zoning District: PUD Marysville North Proposed Use of the Land: Mixed Use Residential/Retail

Owner of Property: See Landowner Page

Owner's Address (Street): See Landowner Page

City, State and Zip Code: See Landowner Page

Owner's Telephone Number: See Landowner Page

Applicant Information *(Please print clearly)*

Applicant: Bart A. Barok ☐ Owner ☐ Agent ☒ Representative ☐ Other

Company: Rockford Development Investements (RDI)

Address (Street): 999 Polaris Parkway, Suite 200

City, State and Zip Code: Columbus, Ohio 43240

Telephone Number: 614-286-2055

E-mail Address: bbarok@Rockfordhomes.net

Appendix A

I hereby attest to the truth and exactness of all of the information supplied on and with this application.

Signature of Applicant: _____ Date: 12/16/2024

Signature of Owner: see Attached Date: _____

FOR CITY USE ONLY

Paid (stamp):

Fees Due: $500 $ _____

The application has been reviewed and is found to be complete.

Jeff Beard 2/20/25

City Staff Date

DECISION OF THE PLANNING COMMISSION

☐ Approved

☐ Disapproved

☑ Approved with conditions

Please see the Decision Letter for Conditions

Michael Nickoson 03/14/2025

Chairperson, Planning Commission Date

Appendix A

209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

Property Owners / Signature Page

Owner of Property: Daniel J. Fitzgerald Trustee
Owner Address: 18180 St. Rt 31, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Daniel Fitzgerald Date: 11/11/24

Owner of Property: Daniel J. & Rebecca S. Fitzgerald
Owner Address: 18168 St. Rt 31, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Daniel Fitzgerald Date: 11/11/24

Owner of Property: Hailey's Holdings LLC
Owner Address: 18210, 18218, 18242 St. Rt 31, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Joshua Reina Date: 11/12/24

Owner of Property: Ryan Lee & Gregory Lee Successor Trustees
Owner Address: 18599 St. Rt. 4, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Ryan Lee Date: 11/11/24

Appendix A

209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

Property Owners / Signature Page

Owner of Property: Lite Partners
Owner Address: 18105 St. Rt. 4, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: _____ Date: 11-11-24

Appendix A

Applicant Checklist Required Documents

Digital Submittal Required: All applications require a digital (.pdf) submittal (applications, plans, renderings, text, etc.) to be considered a complete application.

	For Applicant	*For Staff Use Only*	
City Staff Meeting		**Yes**	**No**
Pre-application meeting with City Staff to discuss and review application submission materials.		✓	

Existing Conditions Map		**Yes**	**No**
A vicinity map with a north arrow		✓	
Location by Virginia Military Survey (VMS)		✓	
Map outlining the following *Existing* conditions:			
Streets and right-of-ways		✓	
Easements, railroad right-of-ways and service facilities		✓	
Buildings or structures to be removed or demolished		✓	
Existing natural and manmade features such as soil types, topography, including the location of the 100-year flood plain, wetlands, rivers, streams, ponds, lakes, and other water sources, and indicate if they will remain or will be removed		✓	
Location of all vegetation, wooded areas, tree lines, hedge rows, natural areas and other features, and indicate if they will remain or will be removed		✓	

Proposed Development Plan		**Yes**	**No**
The proposed name of the PUD, which shall not duplicate or closely approximate the name of any other PUD or subdivision in the City or County		✓	
Map outlining the following *Proposed* conditions:			
Boundaries of the PUD/subdivision and its acreage		✓	
Proposed streets and rights-of-way and connections to existing public infrastructure		✓	
Proposed location and size of each subarea and their intended general uses		✓	
General location of proposed bike paths and other trail systems and connections to existing public infrastructure		✓	
The location of any vegetation (existing to remain or proposed) including street trees, tree lines, hedge rows, tree groupings or other vegetative areas		✓	

Appendix A

	For Applicant	For Staff Use Only	

Development Text Requirements

		Yes	No
A complete description of the zoning requirements for the PUD and each sub-area within the PUD, which at a minimum shall include:			
List of permitted and conditional uses		✓	
Minimum lot size		✓	
Minimum lot width		✓	
Maximum percentage of lot to be occupied		✓	
Minimum floor area		✓	
Minimum yard dimensions including front, rear, and side setbacks (for principal buildings, accessory buildings and off-street parking)		✓	
Maximum height of principal buildings		✓	
Maximum height of accessory buildings		✓	
Maximum off-street parking and loading space requirements		✓	

Lighting Plan

		Yes	No
Including but not limited to, light pole heights, pedestrian lighting, minimum foot-candles and maximum foot-candles		✓	

Landscaping and Screening/Buffering Plan

		Yes	No
Including but not limited to the type, number and location of all proposed and existing landscaping		✓	

Architectural Design Standards

		Yes	No
Indication as to the type of architectural style proposed for the development and the type and amount of materials to be used		✓	

Appendix A

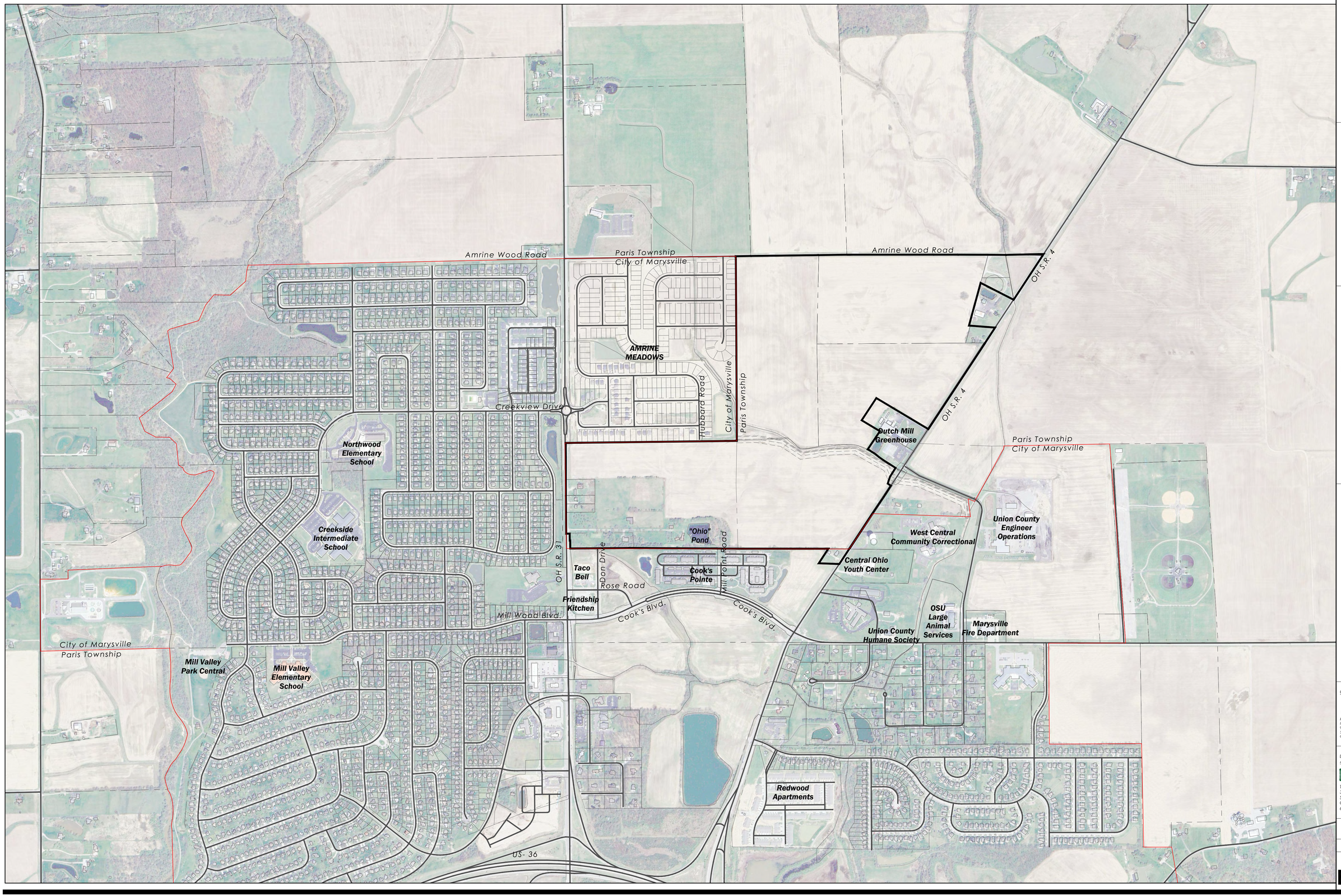
For Applicant	For Staff Use Only	

Sign Plan

All signs and graphics within the PUD shall be compatible in size, location, height, material, shape, color and illumination. Information on the Sign Plan shall include:		Yes	No
A sign plan for the entire PUD setting forth the design parameters for the entire project to ensure a consistent and comprehensive character throughout the project. The sign plan shall include the design, layout, and dimensions of all ground, window and wall signs as well as distances from right-of-ways and the type and intensity of the illumination.		✓	
Signs should contribute to the overall cohesive design, reflect simplicity, and avoid visual clutter.		✓	
The overall design and placement of buildings should take into account the general placement of signs so that all permanent signs and their associated lighting fixtures complement the appearance and architecture of the building and the PUD.		✓	
Ground mounted signs should be designed to relate to and share common design with the building.		✓	
All materials and colors of the sign, sign background, and sign frame should be compatible with the building's materials and colors.		✓	

Additional Application Information

Written presentation by the developer setting forth the following:		Yes	No
How the development meets the proposed and specific objectives set forth in *Section 1135.01* of the Planning and Zoning Code		✓	
How the proposed development impacts public service and facilities, including but not limited to, schools, water, sewer and traffic		✓	
How the proposed development conforms to the City's Comprehensive Plan		✓	



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ROCKFORD DEVELOPMENT INVESTMENTS

Marysville, OH
MARYSVILLE NORTH PLANNING

VICINITY MAP

OWNER:
ROCKFORD DEVELOPMENT INVESTMENTS
Rockford Development Investments
999 Polaris Parkway, Suite 200
Columbus, OH 43240
(m) 614-286-2055

LANDSCAPE ARCHITECT:
EDGE
The EDGE Group, Inc.
330 W Spring Street
Suite 350
Columbus, OH 43215
614-486-3343

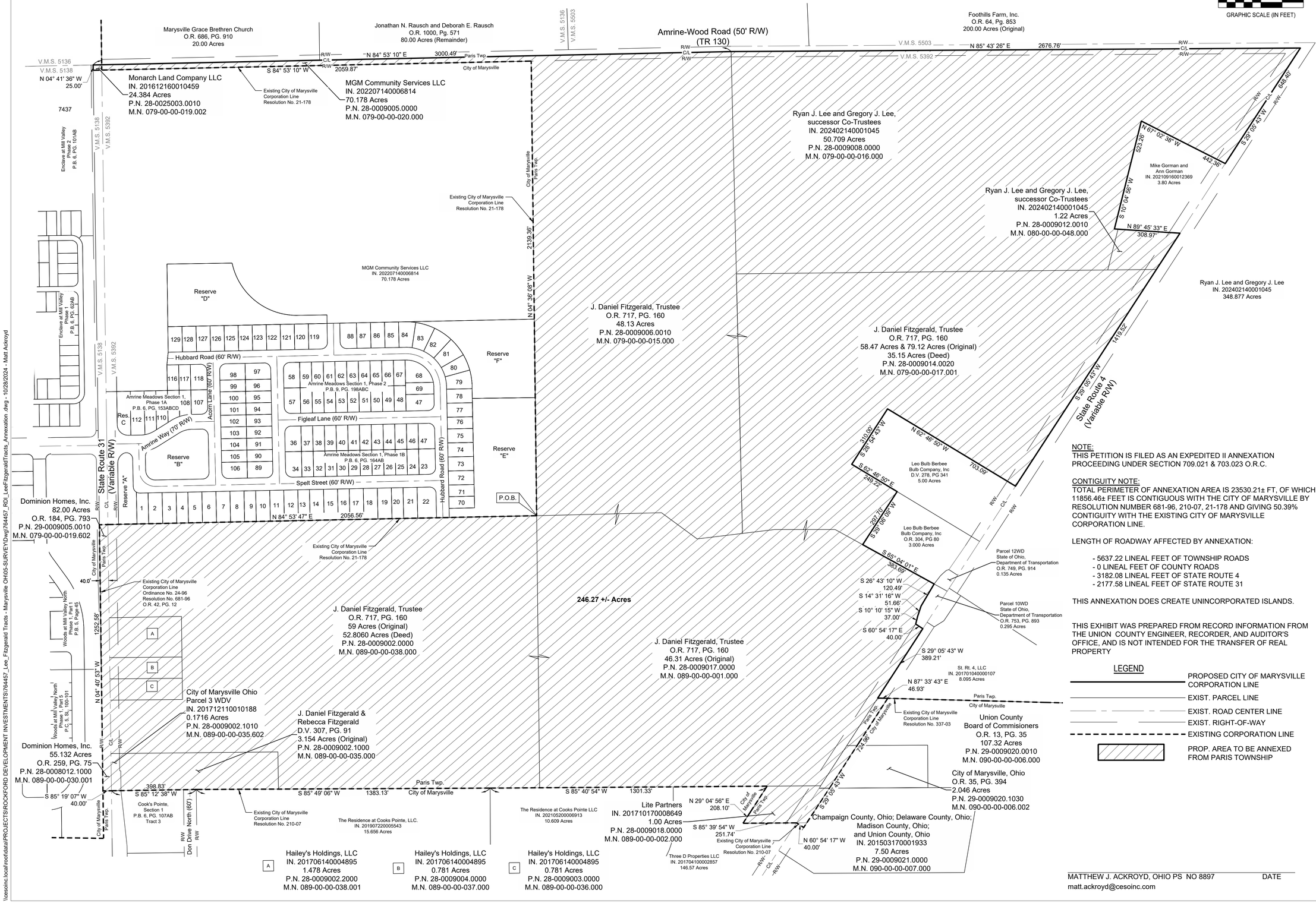
Issue Date: Nov 12, 2024

Job #00000

SHEET
Ex. A

Appendix A

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF PARIS
TO: CITY OF MARYSVILLE
SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NO. 5136, 5138, & 5392



GRAPHIC SCALE (IN FEET)
200 0 200

NOTE:
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 703.023 O.R.C.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 23530.21± FT, OF WHICH 11856.46± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY RESOLUTION NUMBER 681-96, 210-07, 21-178 AND GIVING 50.39% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 5637.22 LINEAL FEET OF TOWNSHIP ROADS
- 0 LINEAL FEET OF COUNTY ROADS
- 3182.08 LINEAL FEET OF STATE ROUTE 4
- 2177.58 LINEAL FEET OF STATE ROUTE 31

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

LEGEND

- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS TOWNSHIP

CESO
WWW.CESOINC.COM
2800 Corporate Exchange Dr., Suite 400
Columbus, OH 43231
Phone: 614.794.7080 Fax: 888.208.4826

Annexation
State of Ohio, County of Union, Township of Paris,
Virginia Military Survey No. 5136, 5138, & 5392

Revisions / Submissions

ID	Description	Date

© 2024 CESO, INC.

Project Number:	764457
Scale:	1"=200'
Drawn By:	OPG
Checked By:	MJA
Date:	10/28/2024
Issue:	N/A

Drawing Title:

MATTHEW J. ACKROYD, OHIO PS NO 8897 DATE
matt.ackroyd@cesoinc.com

\\cesoinc.local\root\data\PROJECTS\ROCKFORD DEVELOPMENT INVESTMENTS\764457_Lee_Fitzgerald Tracts - Marysville OH\05-SURVEY\Dwg\764457_RDI_LeeFitzgeraldTracts_Annexation .dwg - 10/28/2024 - Matt Ackroyd

LEGAL DESCRIPTION

Description of 246.27 ACRES +/- TO BE ANNEXED FROM PARIS TOWNSHIP TO CITY OF MARYSVILLE

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Numbers 5136, 5138, 5392 and being all of that 48.13 acre tract, 35.15 acre tract, 46.31 acre tract and that 52.8060 acre tract, as conveyed to J. Daniel Fitzgerald, Trustee, of record in Official Record 717, Page 160, being all of that 50.709 acre tract and that 1.22 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, successor Co-Trustees, of record in Instrument Number 202402140001045, being all of a 0.1716 acre tract of land as conveyed to City of Marysville Ohio, of record in Instrument Number 201712110010188, being all of that 3.154 acre tract of land as conveyed to J. Daniel Fitzgerald and Rebecca Fitzgerald, of record in Deed Volume 307, Page 91, being all of the 0.781, 0.781 and 1.478 acre tracts of land as conveyed to Hailey's Holdings, LLC, of record in Instrument Number 201706140004895, being all of the 1.00 acre tract of land as conveyed to Lite Partners, of record in Instrument Number 201710170008649, being part of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, of record in Instrument Number 202207140006814, being part of a 24.384 acre tract of land as conveyed to Monarch Land Company LLC, of record in Instrument Number 201612160010459, being part of a 82.00 acre tract of land as conveyed to Dominion Homes, Inc., of record in Official Record 184, Page 793, being part of a 55.132 acre tract of land as conveyed to Dominion Homes, Inc., of record in Official Record 259, Page 75, being part of a 7.50 acre tract of land as conveyed to Champaign County, Ohio; Delaware County, Ohio; Madison County, Ohio; and Union County, Ohio, of record in Instrument Number 201503170001933, being part of a 2.046 acre tract of land as conveyed to City of Marysville, Ohio, of record in Official Record 35, Page 394, being part of a 107.32 acre tract of land as conveyed to Union County Board of Commissioners, of record in Official Record 13, Page 35, all deed reference refer to the records of the Recorder's Office Union County, Ohio, and described as follows:

BEGINNING at the southeasterly corner of Reserve "E" of a plat entitled "Amrine Meadows Section 1, Phase 1B", of record in Plat Book 6, Page 164AB, and being a southeasterly corner of the existing City of Marysville corporation line, of record in Resolution Number 21-178;

Thence North 4°36'08" West, with the easterly line of said "Amrine Meadows Section 1, Phase 1B", with the easterly line of a plat entitled "Amrine Meadows Section 1, Phase 2", of record in Plat Book 9, Page 198ABC, with the easterly line of a 70.178 acre tract of land as conveyed to MGM Community Services LLC, and with said existing City of Marysville corporation line, a distance of 2139.36 feet to a point in the southerly right of way line of Amrine-Wood Road (TR-130)(50 foot public right-of-way) and the southerly line of said 70.178 acre tract;

Thence South 84°53'10" West, with the southerly right of way line of said Amrine-Wood Road and aforesaid existing City of Marysville corporation line, and through said 70.178 acre tract, through said 24.384 acre tract, and being the existing City of Marysville corporation line, of record in Resolution Number 21-178, a distance of 2059.87 feet to a point in the westerly right of way line of State Route 31 (Variable width right-of-way) and the easterly line of Lot 7437 of a plat entitled "Enclave at Mill Valley, Phase 2", of record in Plat Book 6, Page 101AB;

Thence North 4°41'36" West, with said westerly right of way line, a distance of 25.00 feet to northeasterly corner of said Lot 7437;

Thence North 84°53'10" East, with the northerly line of said Lot 7437, with the centerline of Amrine Woods Blvd, and with the southerly line of a 80.00 acre (remainder) tract of land as conveyed to Jonathan N. Rausch and Deborah E. Rausch, of record in Official Record 1000, Page 571, a distance of 3000.49 feet to the northeasterly corner of said 48.13 acre tract and an angle point in said centerline;

Thence North 85°43'26" East, continuing with said centerline and being the northerly line of said 50.709 acre tract, a distance of 2676.76 feet to a point in the centerline intersection of State Route 4 and Amrine-Wood Road and the westerly line of a 348.877 acre tract of land as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001045;

Thence South 29°05'43" West, continuing with the centerline of State Route 4 and said westerly line, a distance of 648.40 feet to the northeasterly corner of a 3.80 acre tract of land as conveyed to Mike Gorman and Ann Gorman, of record in Instrument Number 202109160012369;

Thence with the perimeter of said 3.80 acre tract the following courses:

North 67°02'38" West, a distance of 442.36 feet to a corner thereof;

South 10°04'56" West, a distance of 523.26 feet to a corner thereof;

North 89°45'33" East, a distance of 308.97 feet to a corner thereof in the centerline of said State Route 4;

Thence South 29°05'43" West, with said centerline, a distance of 1419.52 feet to the southeasterly corner of a 5.00 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Deed Volume 278, Page 341;

Thence with the perimeter of said 5.00 acre tract the following courses:

North 62°46'50" West, a distance of 703.09 feet to a corner thereof;

South 28°54'43" West, a distance of 310.00 feet to a corner thereof;

South 62°46'50" East, a distance of 249.22 feet to the northerly corner of a 3.000 acre tract of land as conveyed to Leo Bulb Berbee Bulb Company, Inc., of record in Official Record 304, Page 80;

Thence with the perimeter of said 3.00 acre tract the following courses:

South 29°06'09" West, a distance of 297.70 feet to a corner thereof;

South 65°04'01" East, a distance of 383.69 feet to a northerly corner of a 0.295 acre tract of land as conveyed to State of Ohio, Department of Transportation, of record in Official Record 753, Page 893;

Thence with the perimeter of said 0.295 acre tract the following courses:

South 26°43'10" West, a distance of 120.49 feet to a corner thereof;

South 14°31'16" West, a distance of 51.66 feet to a corner thereof;

South 10°10'15" West, a distance of 37.00 feet to a corner thereof;

South 60°54'17" East, a distance of 40.00 feet to a corner thereof and in the centerline of said State Route 4 and being a point in the westerly line of a 8.095 acre tract of land as conveyed to St. Rt. 4, LLC, of record in Instrument Number 201701040000107;

Thence South 29°05'43" West, with said centerline and said westerly line, a distance of 389.21 feet to the southwesterly corner of said 8.095 acre tract and being the northwesterly corner of a said 107.32 acre tract of land;

Thence North 87°33'43" East, with the northerly line of said 107.32 acre tract of land, a distance of 46.93 feet to a point in the easterly right of way line of State Route 4;

Thence South 29°05'43" West, with the easterly right of way line and with the existing City of Marysville corporation line, of record in Resolution Number 337-03, through said 107.32 acre tract of land, through said 2.046 acre tract of land, through said 7.50 acre tract of land, a distance of 724.96 feet to a point being a corner of said existing corporation line;

Thence North 60°54'17" West, with the existing City of Marysville corporation line, of record in Resolution Number 210-07, 40.00 feet to a point in the centerline of said State Route 4 and being the southeasterly corner of said 1.00 acre tract;

Thence with the perimeter said 1.00 acre tract and continuing with said existing City of Marysville corporation line the following courses:

South 85°39'54" West, a distance of 251.74 feet to a corner thereof;

North 29°04'56" East, a distance of 208.10 feet to a corner thereof and being the northeasterly corner of 146.57 acre tract of land as conveyed to Three D Properties LLC, of record in Instrument Number 201704100002857;

Thence South 85°40'54" West, with the northerly line of said 146.57 acre tract, with the northerly line of a 10.609 acre tract of land as conveyed to The Residence at Cooks Pointe LLC, of record in Instrument Number 202105200006913 and continuing with said existing City of Marysville corporation line, a distance of 1301.33 feet to the northeasterly corner of a 15.656 acre tract of land as conveyed to The Residence at Cooks Pointe, LLC., of record in Instrument Number 201907220005543;

Thence South 85°49'06" West, continuing with said existing City of Marysville corporation line and with the northerly line of said 15.656 acre tract, a distance of 1383.13 feet to the northeasterly corner of a plat entitled “Cooks’s Pointe, Section 1”, of record in Plat Book 6, Page 107AB;

Thence South 85°12'38" West, continuing with said existing City of Marysville corporation line and with the northerly line of said “Cooks Pointe Section 1”, a distance of 398.83 feet to a point in the centerline of State Route 31, being the southwesterly corner of said 0.1716 acre tract;

Thence South 85°19'07" West, continuing with said existing City of Marysville corporation line and with the northerly line of said “Cooks Pointe Section 1”, and through the right of way of State Route 31, a distance of 40.00 feet to a point in the easterly line of a plat entitled “Woods at Mill Valley North Phase 1, Part 5, of record in Plat Cabinet 5, Slide 100-101, and being in the westerly right of way line of State Route 31;

Thence North 4°40'53" West, with the existing City of Marysville corporation line, of record in Resolution Number 681-96, Ordinance Number 24-96, Official Record 42, Page 12 and said westerly right of way line, and through said 55.132 acre tract and said 82.00 acre tract, a distance of 1252.58 feet to a point;

Thence North 84°53'47" East with said existing corporation line (Resolution No. 21-178), through the right of way of said State Route 31 and in part with the southerly line of Amrine Meadows Section 1, Phase 1A of record in Plat Book 6, Page 153ABCD, and in part with the southerly line of said Amrine Meadows Section 1, Phase 1B, a distance of 2056.56 feet to the **POINT OF BEGINNING** and containing 246.27 acres of land, more or less.

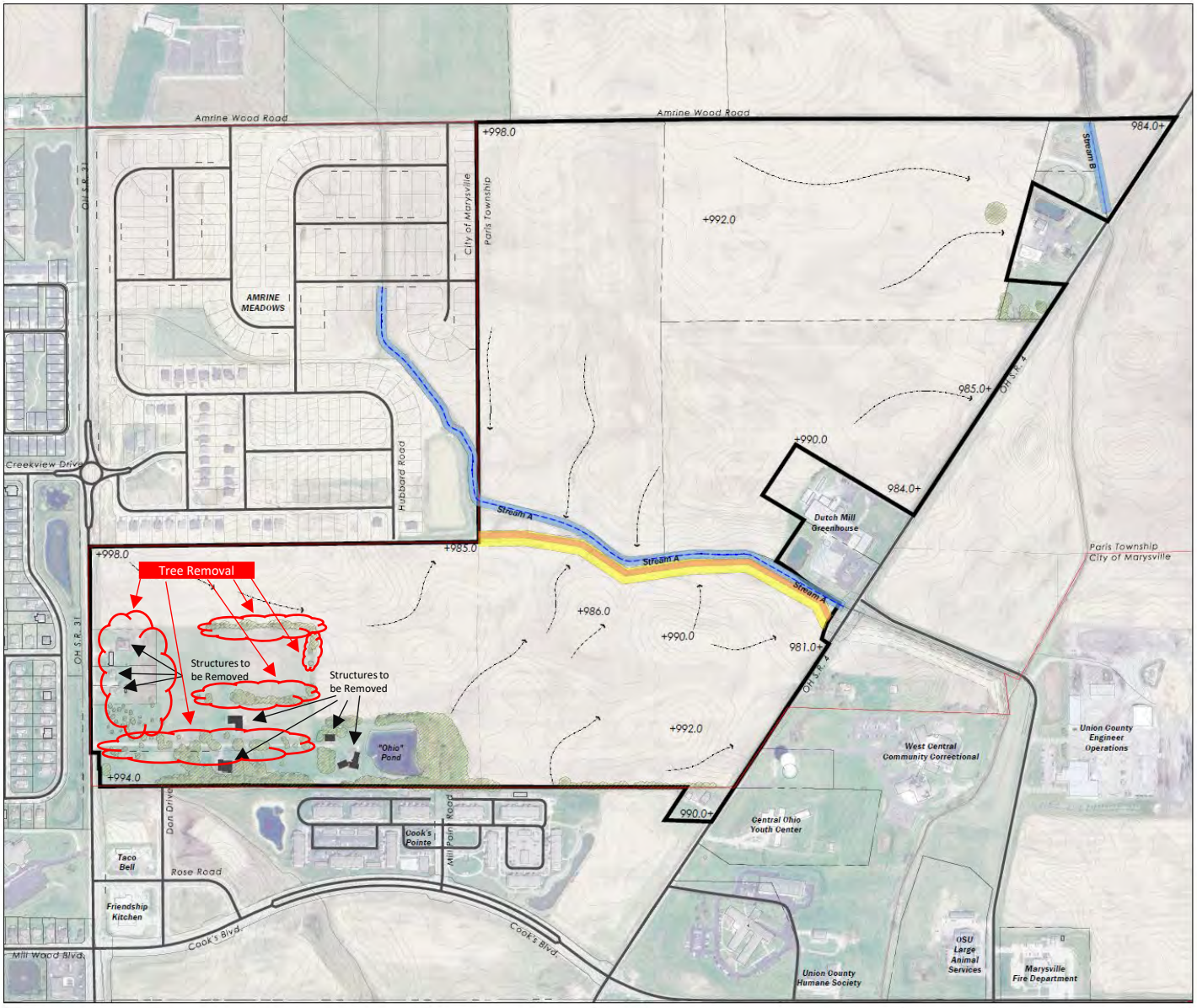
This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a distance of 11846.46 feet contiguous with the existing City of Marysville Corporation line and a total perimeter of 23530.21 feet to be annexed. 50.39% of the perimeter length is contiguous to the City of Marysville Corporation line.

CESO, Inc.

_____

Matthew J. Ackroyd, PS Date:
Registered Surveyor No. 8897

Appendix A



Existing Conditions Map

PLANNING INFORMATION

Included Parcels:

Union County ID	Ac.	Owner
2800090020000	52.80	Fitzgerald, Daniel Trustee
2800090022000	1.47	Hailey's Holdings LLC
2800090040000	0.71	Hailey's Holdings LLC
2800090030000	0.71	Hailey's Holdings LLC
2800090021000	2.98	Fitzgerald, Daniel and Rebecca
2800090170000	46.01	Fitzgerald, Daniel Trustee
2800090060010	48.13	Fitzgerald, Daniel Trustee
2800090080000	53.78	Lee Ryan and Gregory Lee Successor Trustees
2800090120010	1.22	Lee Ryan and Gregory Lee Successor Trustees
2800090140020	35.15	Fitzgerald, Daniel Trustee

PARCEL TOTAL 242.96 Ac.

Planning Documents: City of Marysville
FEMA.gov
Union County Auditor GIS
National Wetlands Inventory

Flood Hazard Area: Zone X - minimal hazard

- Existing Trees
- 50' Stream Easement
- 80' Conservation Easement
- 30' Sewer Easement

0' 150' 300' 600' NORTH

EDGE
www.edgeltd.com

ROCKFORD DEVELOPMENT INVESTMENTS

Marysville, OH
MARYSVILLE NORTH PLANNING

EXISTING CONDITIONS

OWNER:
ROCKFORD DEVELOPMENT INVESTMENTS

LANDSCAPE ARCHITECT:
EDGE
The EDGE Group, Inc.
330 W. Spring Street
Suite 350
Columbus, OH 43215
614-486-3343

Issue Date: Nov 12, 2024
Job #00000
SHEET
Ex. B

Appendix A



MARYSVILLE NORTH
100 YEAR FLOOD ZONE
MARYSVILLE, OHIO 12-17-2024

0 750 2,250 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

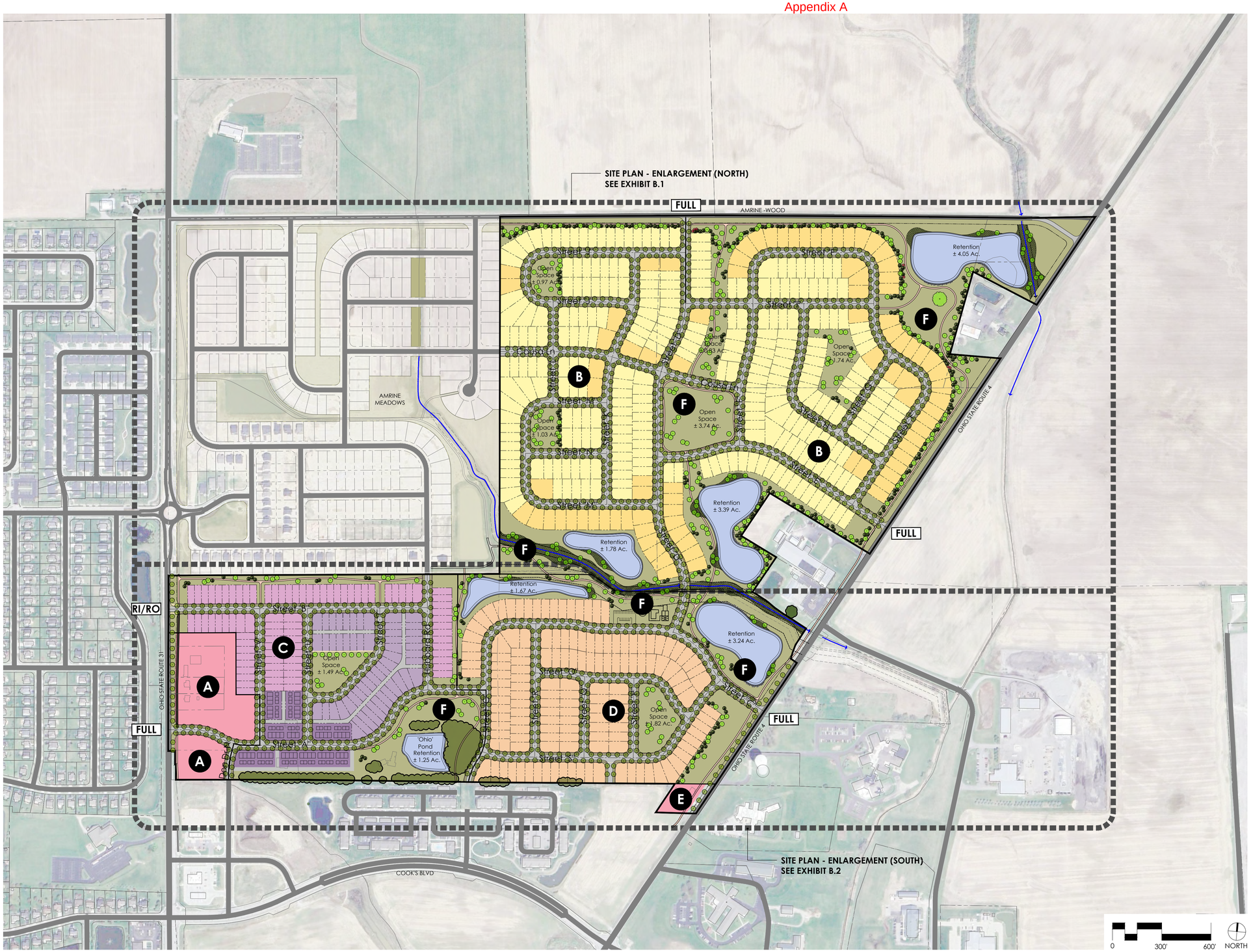


Exhibit A.1: Site Plan

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

LAND USE KEY

A **COMMERCIAL**
+/-7.46 Ac.

B **RESIDENTIAL** - Detached Single-Family (55' & 67')
+/-97.46 Ac. (Includes Parks and Open Space)

55' Lots	273
67' Lots	86
Total Units	359

C **MIXED-RESIDENTIAL** - Attached and Detached SF (40')
+/-31.19 Ac. (Includes Parks and Open Space)

Townhomes - Rear Loaded	50
Single Family- Front Loaded	84
Single Family- Rear Loaded	54
Total Units	188

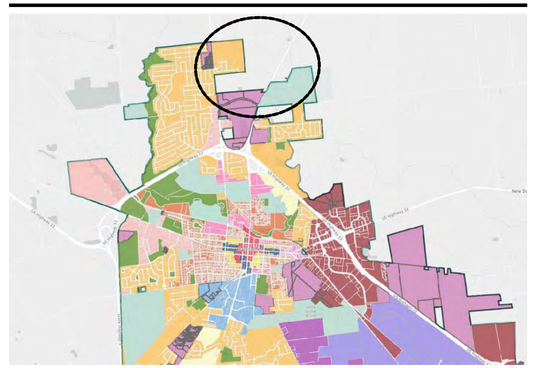
D **RESIDENTIAL** - Detached Single-Family (52')
+/-34.43 Ac. (Includes Parks and Open Space)

52' Lots	143
Total Units	143

E **COMMERCIAL**
+/-0.75 Ac.
Neighborhood Commercial District Uses

F **PUBLIC COMMON AREA**
+/-69.77 Ac.

LOCATION MAP



Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD DEVELOPMENT INVESTMENTS

EDGE
www.edgela.com

Ex. A.2 - Illustrative Master Plan

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*274 Units*
SF-67'		*85 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

LAND USE KEY

A **COMMERCIAL**
+/-7.46 Ac.

B **RESIDENTIAL** - Detached Single-Family (55' -67')
+/-97.46 Ac. (Includes Parks and Open Space)

55' Lots	274
67' Lots	85
Total Units	359

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+/-31.19 Ac. (Includes Parks and Open Space)

Townhomes - Rear Loaded	50
Single Family- Front Loaded	84
Single Family- Rear Loaded	54
Total Units	188

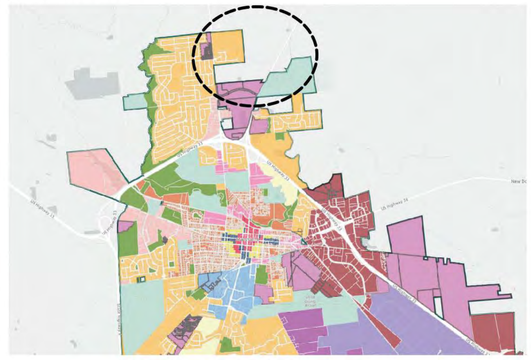
D **RESIDENTIAL** - Detached Single-Family (52')
+/-34.43 Ac. (Includes Parks and Open Space)

52' Lots	143
Total Units	143

E **COMMERCIAL**
+/-0.75 Ac.
Neighborhood Commercial District Uses

F **PUBLIC COMMON AREA**
+/-62.53

LOCATION MAP



Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD DEVELOPMENT INVESTMENTS

EDGE
www.edgela.com



MATCH LINE - SEE EXHIBIT B.2

0 150' 300' NORTH

Exhibit B.1: Site Plan - Enlargement (North)

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

LAND USE KEY

B **RESIDENTIAL** - Detached Single-Family (55' & 67')
+/-97.46 Ac. (Includes Parks and Open Space)

55' Lots	273
67' Lots	86
Total Units	359

F **PUBLIC COMMON AREA**
+/-69.77 Ac.

Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD
DEVELOPMENT
INVESTMENTS

EDGE
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Exhibit B.2: Site Plan - Enlargement (South)

SAMPLE TREE PLANT LIST

COMMON NAME	BOTANICAL NAME	SIZE	ROOT
SHADE TREES			
CHINKAPIN OAK	Quercus muehlenbergii	2" Cal.	B&B
DAWN REDWOOD	Metasequoia glyptostroboides	2" Cal.	B&B
EMERALD CITY TULIP TREE	Liriodendron tulipfera 'JFS-Oz'	2" Cal.	B&B
FRONTIER ELM	Ulmus 'Frontier'	2" Cal.	B&B
GREEN VASE ZELKOVA	Zelkova serrata 'Green Vase'	2" Cal.	B&B
EXCLAMATION LONDON PLANETREE	Platanus acerifolia 'Morton Circle'	2" Cal.	B&B
OCTOBER GLORY MAPLE	Acer rubrum 'PNI 0268'	2" Cal.	B&B
RED OAK	Quercus rubra	2" Cal.	B&B
SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skyline'	2" Cal.	B&B
SUGAR MAPLE	Acer saccharum	2" Cal.	B&B
ORNAMENTAL TREES			
AUTUMN BRILLIANCE SERVICEBERRY	Amelanchier x grandiflora 'Autumn Brilliance'	2" Cal.	B&B
EASTERN REDBUD	Cercis canadensis	2" Cal.	B&B
IVORY SILK JAPANESE TREE LILAC	Syringa reticulata 'Ivory Silk'	2" Cal.	B&B
PRAIRIFIRE FLOWERING CRABAPPLE	Malus 'Prairifire'	2" Cal.	B&B
SWEETBAY MAGNOLIA	Magnolia virginiana	2" Cal.	B&B
EVERGREEN TREES			
NORWAY SPRUCE	Picea abies	6' Hgt.	B&B
WHITE FIR	Abies concolor	6' Hgt.	B&B
WHITE SPRUCE	Picea glauca	6' Hgt.	B&B

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

LAND USE KEY

A **COMMERCIAL**
+/-7.46 Ac.

C **MIXED-RESIDENTIAL** - Attached and Detached SF (40')
+/-31.19 Ac. (Includes Parks and Open Space)

Townhomes - Rear Loaded	50
Single Family- Front Loaded	84
Single Family- Rear Loaded	54
Total Units	188

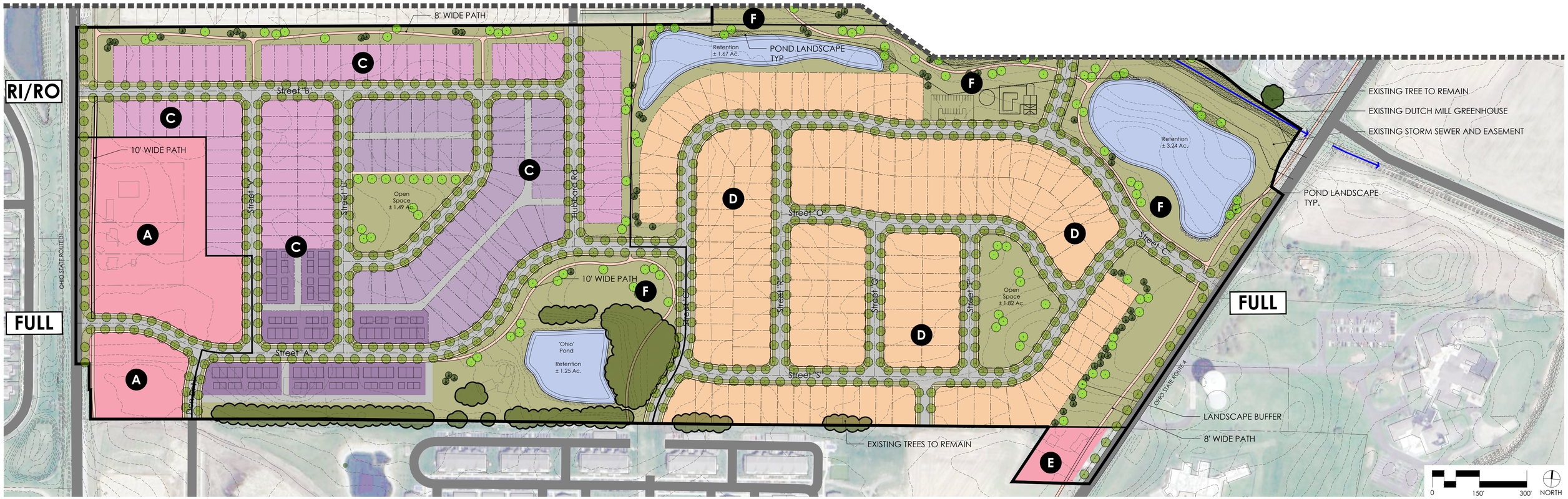
D **RESIDENTIAL** - Detached Single-Family (52')
+/-34.43 Ac. (Includes Parks and Open Space)

52' Lots	143
Total Units	143

E **COMMERCIAL**
+/-0.75 Ac.
Neighborhood Commercial District Uses

F **PUBLIC COMMON AREA**
+/-69.77 Ac.

MATCH LINE - SEE EXHIBIT B.1



Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD
DEVELOPMENT
INVESTMENTS

EDGE
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REZONING STATEMENT

Marysville North is a mixed-use master planned community that is generally bound by St Rt 31 and St Rt 4 from the east to west and by Amrine Wood Road and Cooks Pointe to the north and south. This ground is currently within Paris Township and will be annexed into Marysville, concurrently with zoning.

The collective size of this assemblage allows for the ground to be master planned on a large-scale basis. This provides real opportunities to develop truly connected communities while protecting and highlighting the existing beauty of the land. As such, this development will protect the "Ohio" pond and the majority of the mature tree stands around it as well as the 100-year-old Oak tree that stands in the corn field to the north.



The entire development will be built around a greenway corridor that will link the new and existing developments from the north, south, east and west. Approximately 70 acres will be defined as common area (approximately 30% of the net acreage), with roughly 89% of this open space accumulated in the park system, which will include a centralized detention area. These ponds will be constructed to appear natural in shape and will be planted with taller grasses and native plants. The acreage related to each pond is shown on the site plan. The park system will include multi-purpose trails connecting the subareas with the surrounding communities, a community center and other amenities. The majority of this area will be developed using natural ponds, tall grasses and native plants to maintain some of the rural characteristics.

Marysville North will consist of six subareas including retail, attached residential/townhomes, single-family (three varieties), and public common area developments. A 7.5-acre retail development will anchor the west side of the project along St Rt 31. An extension of Don Drive (service road) will serve as a connection to the retail development at Cooks Pointe. Higher density attached and single-family residential products will surround the retail area and will buffer and transition northwards to Amrine Meadows as well as south to the apartments at Cooks Pointe. The Ohio Pond area will be a buffer between the higher density products in Subarea C and the single-family homes in Subarea D. Subarea D is buffered by the park system on 3 sides, which includes the main park east/west corridor to the north. This east/west corridor will feature the existing creek, a network of ponds ranging in size from 2- to 3-acres and the trail system that will ultimately link together residents on both sides of St Rt 31 and St Rt 4. North of the creek is the largest areas of the single-family product in Subarea B. This subarea is divided by a north/south park corridor that ultimately runs along Amrine Wood Road and to the eastern most park located at Amrine Wood and St Rt 4. This park will feature the 100-year-old oak tree. As an additional amenity, anchoring the center of the park system will be a community center with a pool, which will serve as a gathering spot for residents of the entire master planned

community. The entire park system shown in dark green on the subarea plan is known as Subarea F - Public Common Area.

Subarea E is a small 1-acre parcel that the city asked the developer to include in order to bring into Marysville. This area will be zoned as part of the Cooks Pointe under the Marysville's Neighborhood Commercial District (NCD).

The total acreage of these 6 subareas is 242.76 acres. The Marysville North annexation survey shows a total of 243.94 acres, which includes a number of ROW parcels that the city and county engineers asked to be included in the annexation.

Marysville North will have upgraded common area design standards including common fencing and trees along major thoroughfares, standardized signage and other identifiers that will integrate the development within the existing community. Architectural and landscaping standards will be upgraded for the retail buildings, attached and single-family homes.

The development of Marysville North will help facilitate and fund improvements to the existing roads and the future construction of new roads. A traffic study is currently being conducted with the assistance of the City Engineer and should be available shortly. In addition, larger master planned communities can be developed with unique financial tools that may provide additional infrastructure funding and startup expenses for service providers such as the Marysville Schools, Marysville police, and fire. The developer of Marysville North is considering a community authority. Regardless, there will be NO residential TIFs on this project.

Marysville North is being rezoned to Planned Unit Development (PUD) under Chapter 1135 of the Codified Ordinances of Marysville as in effect October 11, 2024 (the "Codified Ordinances"). All references herein to Chapter or Section numbers refer to applicable Chapter or Section numbers of the Codified Ordinances. In implementing the mixed-use PUD, Applicant is proposing a wide range of products that will rely on various sections of underlying zoning designations.

GENERAL DEVELOPMENT STANDARDS

Marysville North will be developed with 6 subareas providing for a mixed-use community. The project will be developed in accordance with the Marysville North Rezoning Statement, and the Codified Ordinances of the City of Marysville as in effect October 11, 2024 (the "Codified Ordinances"), unless noted otherwise in these PUD Development Standards to be provided. Where conflicts occur between the Codified Ordinances and these PUD Development Standards, these PUD Development Standards shall control over the Codified Ordinances.

Perimeter Boundary Setbacks

On the west side of the development along the retail subarea, Rt. 31 will serve as the boundary and the public ROW as the setback. The rear yard setbacks of the single-family units and a perimeter fence along the shared boundary of Subareas A and C will serve as the setbacks. Along the northern boundary of Subarea C and Amrine Meadows, a 40' greenway and multi-purpose trail will provide a buffered setback between the residential units. To the south of Subareas A, C, and D, the existing fence line and trees will remain and buffer the attached/townhome units from the apartments and future retail at Cooks Pointe. On the east side of the development, Rt. 4 will serve as the boundary and the public ROW as the setback. However, a 40' buffer with a perimeter fence will be created around the existing residential

home and landscape company along Rt. 4. On the north side of the development, Amrine Wood Road will serve as the buffer and the public ROW will serve as the setback.

Common Open Space

With the creation of the Subarea F, the Public Common Area, sensitive and unique natural areas will be protected and managed with minimal disturbance. These areas will be enhanced with multi-purpose trails and other amenities to develop a park system that will connect the different subareas together as well as other parts of the City and Townships. By combining the Public Common Area with the required setbacks and open space requirements, the overall open space for Marysville North will be more than three times the current standard requirement and will exceed 30% in total. Within the subareas, any trees located outside of the boundaries of the tree clearing exhibit (Existing Conditions) that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement. The developer will make best efforts to retain as many existing trees as possible across the site, especially around the Ohio Pond. The developer will restore areas around the detention ponds with native grasses and plantings. The developer will work with the City of Marysville Arborist to determine an appropriate list of native grasses and plantings.

Access

A traffic study is currently underway for the Marysville North project at the direction of the City Engineer. These documents will help identify the roadway infrastructure needed for this development.

As for access into Marysville North, there are 10 planned access points into the development. The retail subarea will be accessed directly off of Rt. 31 with a secondary access point from Cooks Pointe via the extension of Don Drive. Subarea C will have a separate entrance north of the retail development along Rt. 31 as well as secondary access points through Armine Meadows and the Cooks Pointe apartments via Mill Pointe Road. Subarea C will also connect with Subarea D to the east. The primary entrances for the bulk of the single-family products in Subareas B and D will be via Rt. 4. Subarea D will have its main entrance south of the park system and ponds via a single loaded road that leads to the community center. This will be a very scenic entry with the sheer size of the ponds and open space. Subarea D will also have a stub road added to the south at the request of the City Engineer. Subarea B will have 3 additional access points into this neighborhood via Rt. 4, Amrine Woods Road, and a stub road into Amrine Meadows.

All streets within the development will be treelined with 5' sidewalks on both sides unless the multipurpose trail is proposed along the road. In that case, the 5' sidewalks will be replaced with an 8' multipurpose trail. Fencing will be added to the unloaded portions of the southern Rt 4 entrance as well as the unloaded common area around the Ohio Pond. Fencing will also be added to the unloaded portion of the roadway around the large park in the middle of Subarea B. The desired species of street trees will be determined by the developer and the City of Marysville Arborist with proper spacing and size determine during the Design Review Board approval process.

Minimal interior street lighting will be provided within the single-family subareas. The developer will work with the City Engineer to determine proper placement to promote safety and security while balance the desire to reduce the impact of light pollution. Lighting in the retail area is addressed within the subarea definitions below.

An example of a roadway cross-section and the standard fencing is provided in the attached exhibits.

Pedestrian Connectivity and Multi-purpose Trails

Connectivity of each subarea to other subareas and to the Public Common Areas is important to make the community more walkable. The greenway will include an east/west spine as well as a north/south spine that will allow everyone to enjoy the expansive open space and have access to the community center/playgrounds. The east/west greenway will help connect Mill Valley and Armine Meadows to Rt. 4 and the recreational areas to the east. As such, this spine will also help connect Marysville North to the west and the reservoir area and associated trails within Mill Valley. The trail system will also include a 10' multipurpose trail along Rt. 31, Amrine Wood Road, and Rt. 4. We will also offer to extend the trail across the front of the existing landscape company if desired by the owner. See Exhibit D1 and D2 for more information.

Sustainability and Green Infrastructure

The overall development will consider and encourage a number of sustainable development techniques and infrastructure. Green Infrastructure for stormwater management will utilize the landscape or nature's ability to reduce, slow, filter, and/or absorb stormwater runoff from streets, parking lots, and buildings. In addition, the development will encourage the protection of sensitive natural areas through the inclusion of these areas in the Public Common Open Spaces. Street lighting within the subareas will be minimal to lessen the impact of light pollution. Detention ponds will be constructed with natural characteristics and features that will include tall grasses on the banks and native plants (cattails) around the boundaries. Cattails will be sprayed or removed around the inlets/outlets to ensure proper flow. A minimum of two EV charging stations will be added to the retail area and more may be added based on demand.

Community Authority

The developer is considering creating a Community Authority for the Marysville North development. If created, the Community Authority will help fund portions of the infrastructure, such as the trails, parks, services, roadway, public utilities, and other infrastructure improvements (i.e. community center and playgrounds). As part of the role of the Community Authority, that entity would be responsible for maintaining the Public Common Areas throughout the development and may take ownership of such areas. The millage charged to the future residents will be responsible for funding the improvements within the Public Common Areas and the maintenance of such. If a Community Authority is not created, the developer and HOA will maintain the Public Common Areas.

MARYSVILLE NORTH PUD OVERALL DESIGN GOALS

All development within Marysville North will strive to achieve the following goals:

- Overall maximum residential density of 3.00 units per acre (700 units divided by 234.25 acres). Within the residential subareas (B, C, and D), the developer will be able to transfer up to 10% of the density from one subarea to another subarea if needed.
- Well-balanced connection and transition of various property uses throughout the PUD, which will be achieved with a trail system, roadway network, setbacks, landscape buffers and the protection of key natural features.

- Across the development the open spaces and detention ponds have been centralized within the park system to include a larger, much more significant and useable area. A 30% minimum total common area within the development will be provided. This includes the centralization of the detention areas, park system, and open spaces. Should the detention ponds need to be removed from the common area requirement, the minimum % of the open area requirement will be reduced accordingly. Also, each subarea is not defined with a minimum open space as the total % will be determined during the DRB process and the total will be accounted for with each filing.
- 10 access points from the existing roadway network to facilitate a wide distribution of traffic in and out of the development. Primary access to retail areas is from St Rt 31 with the majority of residential access to occur from St Rt 4 to minimize additional impact to St Rt 31. Realignment of Amrine Wood Road to a safer 90-degree angle at St Rt 4.
- The design of the common elements, which will include fencing, signage and other identifiers will help the project integrate with the existing developments at Cooks Pointe, Amrine Meadows, and Mill Valley.
- Provide interconnectivity through internal vehicular and pedestrian connections, connections to adjacent neighborhoods and businesses and connections to open space, parks, and activity centers.
    - Fencing and bike trails along St Rt 4 will be offered to be extended across the front of the homes and businesses.

PRELIMINARY DESCRIPTION OF ZONING REQUIREMENTS FOR EACH SUBAREA

Subarea A – Commercial Retail

Subarea A (approximately 7.46 acres) is located along St Rt 31 and serve as a link and extension of the commercial development to the south in Cooks Pointe. This commercial subarea will provide commercial retail businesses that bring services to the residents in this area, and may include restaurants and daycare providers. With the trails/sidewalks along St Rt 31 and the internal trail connections throughout this development, the retail center will be very walkable for the all-nearby communities including Mill Valley, Amrine Meadows, and Marysville North. Primary access to this subarea will be from multiple points off of St Rt 31 with secondary access via Don Drive, which will be extended to the north.

The open space for this development is being centralized and the 30% across the entire acreage will be met via shared common area, centralized detention ponds, and community amenities. Thus, the subareas will not have individual minimum open space requirements. The open space percentages will be calculated with each DRB submission and totaled accordingly.

In implementing this subarea, the applicant will rely on the underlying Suburban Commercial District (SCD) zoning designation and requirements contained in Section 1121.08, commercial typology, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Artisan Studio
- Bank of Financial Institution (w/drive thru)
- Child Day-Care Center
- Institution/Government Offices

- Medical or Dental Office or Clinic
- Meeting Facility
- Personal Services
- Professional Offices
- Restaurant (sit down)
- Retail, Sales, & Services
- Specialty Food and/or Beverage Facility

List of Conditional Uses

- Restaurant (w/drive thru)
- Emergency Care Facility
- Senior Living, Independent Living

Lot Size, Setbacks, Height, Open Space, and Coverage Ratio

- Lot sizes and setbacks will adhere to the requirements of the SCD zoning district; however, the front building setback along Rt. 31 will be a minimum of 25'.
- 50' maximum building height
- Open space will be centralized across the entire development. There is no minimum open space percentage for this subarea.
- 85% maximum coverage ratio including accessory structures

Access, Parking, Loading, and Pedestrian Connectivity

- The primary access to Subarea A will be via Rt. 31 with secondary access points via Don Drive as well as a connection to Subarea C to the east.
- Parking for the Subarea A will be per the standards shown in Section 1127.12 of the Marysville Code of Ordinances.
- Location of sidewalks will be determined during the Design Review Board process as more detail is available regarding the actual design and site location of the buildings.
- Multi-purpose trails (10') will be included along Rt. 31.
- A minimum of two EV charging stations will be added to the retail area and more stations may be added based on demand.

Landscaping

- The landscaping requirements of Subarea A will be per the general landscaping standards identified in Section 1125 of the Marysville Codified Ordinances unless noted below.
- On the west side of the development along the retail subarea, Rt. 31 will serve as the boundary and the public ROW as the setback. The rear yard setbacks of the single-family units and a perimeter fence along the shared boundary of Subareas A and C will serve as the perimeter boundary and setbacks. If desired, the developer may install a minimum 6' buffer consisting of any of the following items: wooden privacy fence, mounding or evergreen landscaping. This buffering will be along the boundary with the single-family lots to help eliminate headlights from vehicles. If this is the case, landscaping on the commercial side of the fence will consist of variety of different trees spaces no less 15' apart.
- The minimum landscape standards under Section 1125.06(a) of the Marysville Codified Ordinances apply along the property line with Subarea C only. Under Section 1125.06(c), the tree requirements can be planted within the centralized open space across any portion of the Marysville North development. Under Section 1125.06(d), no mounding will be

required along the perimeter or parking lots in Subarea A.

- No landscape buffering is required between the commercial area and the townhomes in Subarea C as the roadway will serve as the buffer
- Within the Subarea A, any trees located outside of the boundaries of the tree clearing exhibit (Existing Conditions) that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.

Architecture, Site, and Lighting

- The architectural style and designs, site plan, and lighting will be per Section 1133 of the Marysville Codified Ordinances unless noted below. Future architectural designs, final site plans, and lighting will be reviewed and approved by the Design Review Board.
- Approved building materials can include stone, brick, wood, fiber cement, metal (roof only), other natural materials, and board and batten products. Color pallet prohibits any fluorescent colors.
- Minimum lighting standards shall be as follows:
    - All lighting standards in Section 1133.10 shall apply. Light spillage shall not exceed one-tenth (0.1) foot candles when adjacent to a residential.
    - All street lighting, poles, and fixtures, shall not exceed 18 feet in height.
    - All poles and fixtures shall be of a design/architecture consistent with the surrounding buildings and be a muted color such as grey, silver, black, bronze, or dark green.
    - Fully shielded, cut-off type lighting fixtures shall be required.
    - Details including fixture, pole, color, spacing, light type, and photometric shall be provided with the Design Review Board Application.

Signage

- The signage standards for Subarea A will follow the specifications and development standards within the Codified Ordinances of the City of Marysville Code Section 1129 Signs.

Project Phasing

- Retail development is the most unpredictable type of development. The timing of this subarea will depend on many factors but one item is for sure, the quicker the residential units are built the sooner the retail demand for this development will come.

Subarea B – Detached Single Family

The single-family residential in Subarea B (approximately 97.46 acres) will consist of single-family detached residential units with attached 2 or 3 car garages only. The majority of the lot sizes will range from 55' to 67' with the larger lots positioned near open spaces and the greenway. Primary access will be from multiple points off of St Rt 4 with secondary access via Amrine Wood Road.

The open space for this development is being centralized and the 30% across the entire acreage will be met via shared common area, centralized detention ponds, and community amenities. Thus, the subareas will not have individual minimum open space requirements. The open space percentages will be calculated with each DRB submission and totaled accordingly.

In implementing this subarea, the applicant will rely on the underlying Suburban Residential District (SRD) zoning designation and requirements contained in Section 1121.07, single-family detached typology, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Single-Family Detached
  - 1-story, 1 ½-story, or 2-story homes
- Residential Model Home – subject to the requirements of section 1123.21, with the modification that an unlimited number of model homes are allowed, due to multiple builders and various elevations and floor plans, and model home permits will remain viable until 95% of the lots are sold.
- Community Center with or without pool
- Mailbox kiosks
- Park/playground
- Accessory structures permitted per Section 1121.07

Lot Size, Setbacks, Height, Open Space, and Coverage Ratio

- Lot sizes will be no less than 55' wide and 130' deep
- Setbacks: Front 25' measured from the lot line, Side - 5'; Rear – 20'
- Maximum height: 35'
- Open space will be centralized across the entire development. There is no minimum open space percentage for this subarea.
  - Detention areas with activity enhancements such as walking trails and benches will be included in the Open space calculation
- 55% maximum lot coverage including accessory structures

Density

- Subarea B shall have a maximum of 367 units

Access and Pedestrian Connectivity

- The primary access to Subarea B will be via two entrances off of Rt. 4. Secondary access points will include a stub road into Amrine Meadows and an access point to Amrine Wood Road.
- The off-street parking for single-family shall be a minimum of 2 parking spaces per unit.
- On-street parking in this subarea will be limited to one side of the road to promote safety and security. Streets around the pocket parks will restrict parking along the park side of the streets to encourage more walkable areas.
- Sidewalks, minimum of 5', will be included throughout the project on both sides of the streets with 9' tree lawns.
- Multi-purpose trails will be included around portions of the detention ponds and through the large center park. In addition, the trail system will be constructed along Amrine Wood and Rt. 4. However, the Rt. 4 multipurpose path will be redirected through the northeastern park instead of extended out to the intersection of Rt. 4 and Amrine Wood Road (see exhibit).

Landscaping

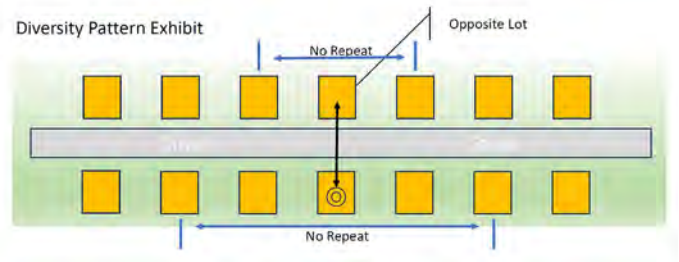
- The landscaping requirements of Subarea B will be per guidelines below. Future

landscaping designs, specifications, and plant material selections will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.

- There will be no buffer requirement between Subarea B and Amrine Meadows. A 40' open area buffer will be constructed around the existing landscape company with the standard black 48" fence on the north and west sides. The developer has offered to extend the multipurpose trail across the landscape company's frontage along Rt. 4. The developer will pay for the construction of the fence but any future maintenance will be the responsibility of the owner.
- Regarding landscaping along interior subarea roads, trees will be placed in a 9' tree lawn between the streets and the sidewalk at an interval of approximately 35', adjusted for driveways and utilities. Trees will be no less than 2" caliper. Species to be reviewed as part of the Design Review process.
- Individual homes in Subarea B will have the following minimum landscape requirements:
    - Lots equal to or less than 65', will be required to have a minimum front raised planting bed of no less than 150 sf and a depth of 6" of topsoil. The front raised plantings and this requirement of 150' sf includes all plants across the front of the home as well as the beds installed at the corner of the homes that may extend to a portion of the side yard but are visible from the front yard. Landscape beds should be reasonably filled and should not contain large areas devoid of plantings. Each outside corner of the home is required to have a raised bed with plantings. Minimum front lot plantings include 1 ornamental (1.5" caliper or greater) or 1 shade tree (2" caliper or greater), no less than 10 foundation plantings with at least 30% being considered intermediate planting greater than 24" tall and the remainder being small plantings between 18" and 24" in height. Additional ground cover within the beds is encouraged.
    - Lots greater than 65', will be required to have a minimum front raised planting bed of no less than 225 sf and a depth of 6" of topsoil. The front raised plantings and this requirement of 225' sf includes all plants across the front of the home as well as the beds installed at the corner of the homes that may extend to a portion of the side yard but are visible from the front yard. Landscape beds should be reasonably filled and should not contain large areas devoid of plantings. Each outside corner of the home is required to have a raised bed with plantings. Minimum plantings include two trees, 1 ornamental (1.5" caliper or greater) and 1 shade tree (2" caliper or greater), no less than 12 foundation plantings (shrubs) with at least 30% being considered intermediate planting greater than 24" tall and the remainder being small plantings between 18" and 24" in height. Additional ground cover within the beds is encouraged.
    - Prominent view lots (side yards open to common area) and secondary road frontage related to corner lots shall have additional foundation raised beds with plantings along roadway facing side of the home extending the entire length of the foundation. Minimum plantings shall include 8 small shrubs (18" to 24" in height) for every 25' of linear building façade.
    - No privacy or stockade fencing is allowed. Perimeter yard fencing is allowed with a maximum height of 48" and must be made of black aluminum materials. Pool fencing is allowed and must be black aluminum or wrought iron and cannot exceed 72". Pool fencing cannot be defined as perimeter fencing.
    - Sod is required on all lots, no grass seeding permitted upon initial install.
    - No invasive plantings allow, including pear trees.
    - Review of landscape plans will be performed by the master developer prior to the issuance of the building permit.

Architecture, Site, and Lighting

- The architectural style and designs, site plan, and lighting requirements for Subarea B are defined below. Future architectural home designs, final site plans, and lighting will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.
- Four-sided design should be used. Blank and empty walls are not permitted on any side of the home.
- Approved primary and secondary building materials can include stone, brick, wood, fiber cement, metal (roof only), other natural materials, and board and batten products.
- Multiple materials on the front elevation of the home are encouraged and the guideline is that approximately 25% of the material used should be considered a secondary material or a design change using the same primary material. This calculation is based on the front of homes minus the garage door. An example of a material design change would be if Hardie board lateral lap siding is the primary material, an acceptable secondary design could be the use of Hardie board and batten or Hardie shake siding. While all three materials are a type of fiber cement siding, the change in design satisfies the 25% guideline. In some cases, such as all brick or all stone homes, this 25% guideline will not apply.
- Brick shall be laid in a traditional masonry pattern and stone in a random ashlar pattern.
- No exposed concrete foundations shall be permitted and the foundation should be covered with stone, brick, or a natural material plinth board. Should a plinth board be installed, a minimum of 6" of exposed foundation may be visible. Foundation landscaping is another option to address this objective. Parging of the exterior foundation is not permitted.
- In Subarea B, all homes built on corner lots will include a side loaded garage unless other impairments are present (i.e. near round-a-bout or discouraged by City engineer).
- All windows and doors of the home are required to have trim with the exceptions of facades composed of masonry. All windows require grids and should be appropriate for the style of the home.
- Shutters will be installed on front elevation windows where architecturally correct. Variation in shutter colors is encouraged.
- All homes elevations and designs will have usable porches that are a minimum of 4' in depth.
- Front loaded garage placements can be 1) a minimum of 2' behind the main body of the home, 2) equal to the main body of the home with a 4' porch extending beyond the main body, or 3) 2' beyond the main body of the home with an extended porch of at least 6'.
- Overhangs are required on all four sides of the home and must be a minimum of 6".
- All driveways shall be constructed of concrete material. No asphalt driveways are permitted in Subarea B.
- Garage doors are required to have one panel row of windows and decorative hardware, if architecturally correct. If desired, vertical window designs will be considered. Developer will encourage various colors of garage doors if architecturally correct and complementary to the home color.
- The diversity of the neighborhood homes in both elevation and color are encouraged. The following diversity standards for elevations and colors of homes will be applied to Subarea B. No identical home elevation or color should be repeated within two homes in both directions on the same side of the street nor should they repeat with the home directly across the street and within one home in both directions on the opposite side of the street. For offset lots, a judgement call will be made as to which lot is considered the opposite side mark. Corner lots terminate the repeat pattern requirement, although the same elevations and color cannot be side by side on a corner lot. See exhibit below.



- A minimum of twelve color pallets are being established in Marysville North. See exhibit for details. Additional color pallets will be added to promote diversification of colors other than just white, gray, and brown. The primary color of the house will be used to determine which family the home is categorized in. If the front elevation is 100% stone or brick, the color repeat pattern does not apply. No homes located beside each other should have the same color stone or brick. Color pallet prohibits any fluorescent colors.
- Lighting is to be directed downward and should be placed to display a uniform, comfortable and warm appearance.
- There will be minimal interior street lights within the single-family subareas to reduce the impact of light pollution. Detailed lighting plans for the homes including fixture, color, spacing, light type, and photometric specifications shall be provided with the Design Review Board Application.

Signage

- Signage standards will follow the SRD zoning district requirements.
- Model home and real estate signage is permitted.

Project Phasing

- It is anticipated that Subarea B will be constructed in 2 or 3 phases. Once the lots are constructed and home are started, it is reasonable to expect that the absorption rate could span 3 to 5 years.

Subarea C – Mixed Residential (attached residential / townhomes / single-family)

Subarea C (approximately 31.19 acres) is being zoned for smaller, higher density residential units, which may consist of single-family detached homes on 40' lots, attached residential, and/or townhomes. The attached residential and townhomes may be front or rear loaded with attached 1 or 2 car garages or detached private garages. The attached residential and townhomes will provide 2- or 3-bedroom options. Access to this area will be via St Rt 31, Mill Point Road, Streets A, B, and C.

The open space for this development is being centralized and the 30% across the entire acreage will be met via shared common area, centralized detention ponds, and community amenities. Thus, the subareas will not have individual minimum open space requirements. The open space percentages will be calculated with each DRB submission and totaled accordingly.

In implementing this subarea, the applicant will rely on the underlying Suburban Residential District (SRD) zoning designation and requirements contained in Section 1121.07, single-family

detached and single-family attached residential typology, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Single-Family Detached
- Attached residential (2-, 4-, and 6- unit buildings)
- Community Center Recreation (indoor/outdoor) – Clubhouse with pool and fitness
- Residential Model Home – subject to the requirements of section 1123.21, with the modification that an unlimited number of model homes are allowed, due to multiple builders and various elevations and floor plans, and model home permits will remain viable until 95% of the lots are sold.
- Mailbox kiosks
- Accessory structures permitted per Section 1121.07

Lot Size, Setbacks, Height, Open Space, and Coverage Ratio

- Single family lot sizes will be no less than 40' wide and 100' deep.
- Single family lot setbacks: Front - 20' measured from the lot line, Side 5', Rear - 20' - see Exhibit E for examples
    - Provision for zero side yard setback on one side of the home with 10' minimum total side yard setback. This provision would allow for the single-family homes in this subarea to be shifted to a zero-lot line on one side with a minimum 10' side yard setback on the other. This design standards would allow for more usable side yard that could be fenced in for a private courtyard.
- Attached residential and townhome lot sizes will be no less than 55' wide for single-family attached (2 attached units) with a minimum of 25' each additional unit. All lots will be no less than 100' deep.
- Attached residential and townhome setbacks: Front 20' measured from the lot line, Side – 7.5'; Rear – 20' - see Exhibit E for examples
- Maximum height: single-family units will be 35' and attached residential/townhomes 40'
- Open space will be centralized across the entire development. There is no minimum open space percentage for this subarea.
    - Detention areas with activity enhancements such as walking trails and benches will be included in the Open space calculation
- 65% maximum lot coverage ratio, including accessory structures, for single family and 85% maximum lot coverage ratio for attached residential/townhomes

Density

- Subarea C shall have a maximum of 188 units. Density can be shifted between single family and townhomes if needed.

Access, Parking, Loading, and Pedestrian Connectivity

- The primary access to Subarea C will be from Rt. 31 with secondary access provided via Don Drive and stub roads into Subarea C.
- Minimum off-street parking for single-family and attached residential/townhome units will be equal to the number of garage units.
- On-street parking in this subarea will be limited to one side of the road to promote safety and security. On-street parking on both sides in the townhome area along Street A from Don Drive to the intersection of Street C will be allowed, including along the Ohio Pond

park. Streets around the pocket park in this subarea will restrict parking along the park side of the streets to encourage more walkable areas. The parking areas may include private 1- and 2-car attached garages and detached garages.

- Sidewalks, minimum of 5', will be included throughout the project on both sides of the streets with 7' tree lawns. On rear loaded single family and townhomes, walkways will connect the sidewalks to the front porches and will consist of concrete, paver, or stone materials.
- Multipurpose trail will be constructed along the unloaded roadways and around the Ohio Pond. An access connector, multipurpose trail, will be installed from the Ohio Pond to the east/west greenway to connect residents in Subarea C to the park system and community center.

Landscaping

- The landscaping requirements of Subarea C will be per the general landscaping standards identified in Section 1125 of the Marysville Codified Ordinances unless noted below. Future landscaping designs, specifications, and plant material selections will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.
- Perimeter Landscape Standards and buffers between Subarea A and C will be considered single family uses and will not require landscape buffering proposed in Section 1125.06(a). The rear yard setbacks of the single-family units and a perimeter fence along the shared boundary of Subareas A and C will serve as the perimeter boundary and setbacks. If desired, the developer may install a 6' wooden privacy fence along the boundary with the single-family lots to help eliminate headlights from vehicles. If this is the case, landscaping on the commercial side of the fence will consist of variety of different trees spaces no less 15' apart. Under Section 1125.06(c), the tree requirements can be planted within the centralized open space across any portion of the Marysville North development. Under Section 1125.06(d), no mounding will be required along the perimeter or parking lots in Subarea A.
- No landscape buffering is required between the commercial area and the townhomes in Subarea C as the roadway will serve as the buffer
- Within the Subarea C, any trees located outside of the boundaries of the tree clearing exhibit (Existing Conditions) that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.

Architecture, Site, and Lighting

- The architectural style and designs, site plan, and lighting will be per Section 1133 of the Marysville Codified Ordinances unless noted below. Future architectural home designs, final site plans, and lighting will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.
- All homes elevations and designs will have usable porches that are a minimum of 4' in depth.
- Front loaded garage placements can be 1) a minimum of 2' behind the main body of the home, 2) equal to the main body of the home with a 4' porch extending beyond the main body, or 3) 2' beyond the main body of the home with an extended porch of at least 6'.
- Approved building materials can include stone, brick, wood, fiber cement, metal (roof only), other natural materials, and board and batten products.
- No exposed concrete foundations shall be permitted and the foundation should be covered with stone, brick, or a natural material plinth board. Should a plinth board be installed, a minimum of 6" of exposed foundation may be visible. Foundation landscaping is another option to address this objective. Parging of the exterior foundation is not permitted.

- Color pallet prohibits any fluorescent colors.
- Detailed lighting plans including fixture, pole, color, spacing, light type, and photometric specifications shall be provided with the Design Review Board Application.
- Fencing is permitted in the rear or side yards of the single-family and townhome product and may consist of wood or vinyl privacy dividers between the units or fully fenced rear yards. Privacy fence shall be no more than 72".

Signage

- Signage standards will follow the SRD zoning district requirements.
- Model home and real estate signage is permitted.

Project Phasing

- Subarea C will be developed in multiple phases over a 2- or 3-year timeframe. Once the building pads and townhomes are constructed, it is reasonable to expect that the absorption rate for this product will span 2 or 3 years.

Subarea D – Detached Single Family

The single-family residential in Subarea D (approximately 34.43 acres) will consist of single-family detached residential units with attached 2 or 3 car garages only. The majority of the lot sizes will be 52'. Primary access will be St Rt 4 with secondary access via Mill Point Drive, which will be extended to the north.

The open space for this development is being centralized and the 30% across the entire acreage will be met via shared common area, centralized detention ponds, and community amenities. Thus, the subareas will not have individual minimum open space requirements. The open space percentages will be calculated with each DRB submission and totaled accordingly.

In implementing this subarea, the applicant will rely on the underlying Suburban Residential District (SRD) zoning designation and requirements contained in Section 1121.07, single-family detached typology, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Single-Family Detached
  - 1-story, 1 ½-story, or 2-story homes
- Residential Model Home – subject to the requirements of section 1123.21, with the modification that an unlimited number of model homes are allowed, due to multiple builders and various elevations and floor plans, and model home permits will remain viable until 95% of the lots are sold.
- Community Center with or without pool
- Mailbox kiosks
- Park/playground
- Accessory structures permitted per Section 1121.07

Lot Size, Setbacks, Height, Open Space, and Coverage Ratio

- Lot sizes will be no less than 52' wide and 120' deep
- Setbacks: Front 20' measured from the lot line, Side - 5'; Rear – 20'
- Maximum height: 35'

- Open space will be centralized across the entire development. There is no minimum open space percentage for this subarea.
    - Detention areas with activity enhancements such as walking trails and benches will be included in the Open space calculation
- 65% maximum lot coverage including accessory structures

Density

- Subarea D shall have a maximum of 145 units

Access and Pedestrian Connectivity

- The primary access to Subarea D will be Rt. 4 with secondary access points from the west through Subarea C and the north through Subarea B.
- The off-street parking for single-family shall be a minimum of 2 parking spaces per unit.
- On-street parking in this subarea will be limited to one side of the road to promote safety and security. Streets around the pocket parks will restrict parking along the park side of the streets to encourage more walkable areas.
- Sidewalks, minimum of 5', will be included throughout the project on both sides of the streets with 9' tree lawns.
- Multi-purpose trails will be included around portions of the detention ponds and the community center. A trail connection will be made to Amrine Meadows and the Ohio Pond park.

Landscaping

- The landscaping requirements of Subarea D will be per guidelines below. Future landscaping designs, specifications, and plant material selections will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.
- There will be no buffer requirement between Subarea D and Cooks Pointe apartments and the future retail areas.
- Regarding landscaping along interior subarea roads, trees will be placed in a 9' tree lawn between the streets and the sidewalk at an interval of approximately 35', adjusted for driveways and utilities. Trees will be no less than 2" caliper. Species to be reviewed as part of the Design Review process.
- Individual homes in Subarea D will have the following minimum landscape requirements:
    - Lots equal to or less than 65', will be required to have a minimum front raised planting bed of no less than 150 sf and a depth of 6" of topsoil. The front raised plantings and this requirement of 150' sf includes all plants across the front of the home as well as the beds installed at the corner of the homes that may extend to a portion of the side yard but are visible from the front yard. Landscape beds should be reasonably filled and should not contain large areas devoid of plantings. Each outside corner of the home is required to have a raised bed with plantings. Minimum front lot plantings include 1 ornamental (1.5" caliper or greater) or 1 shade tree (2" caliper or greater), no less than 10 foundation plantings with at least 30% being considered intermediate planting greater than 24" tall and the remainder being small plantings between 18" and 24" in height. Additional ground cover within the beds is encouraged.
    - Lots greater than 65', will be required to have a minimum front raised planting bed of no less than 225 sf and a depth of 6" of topsoil. The front raised plantings and this requirement of 225' sf includes all plants across the front of the home as well as

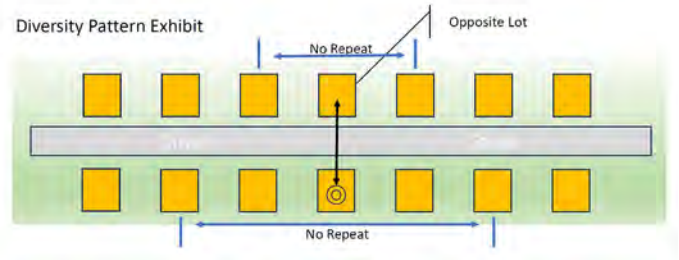
the beds installed at the corner of the homes that may extend to a portion of the side yard but are visible from the front yard. Landscape beds should be reasonably filled and should not contain large areas devoid of plantings. Each outside corner of the home is required to have a raised bed with plantings. Minimum plantings include two trees, 1 ornamental (1.5" caliper or greater) and 1 shade tree (2" caliper or greater), no less than 12 foundation plantings (shrubs) with at least 30% being considered intermediate planting greater than 24" tall and the remainder being small plantings between 18" and 24" in height. Additional ground cover within the beds is encouraged.

- Prominent view lots (side yards open to common area) and secondary road frontage related to corner lots shall have additional foundation raised beds with plantings along roadway facing side of the home extending the entire length of the foundation. Minimum plantings shall include 8 small shrubs (18" to 24" in height) for every 25' of linear building façade.
- No privacy or stockade fencing is allowed. Perimeter yard fences are allowed with a maximum height of 48" and must be made of black aluminum materials. Pool fencing is allowed and must be black aluminum or wrought iron and cannot exceed 72". Pool fencing cannot be defined as perimeter fencing.
- Sod is required on all lots, no grass seeding permitted upon initial install.
- No invasive plantings allow, including pear trees.
- Review of landscape plans will be performed by the master developer prior to the issuance of the building permit.

Architecture, Site, and Lighting

- The architectural style and designs, site plan, and lighting requirements for Subarea D are defined below. Future architectural home designs, final site plans, and lighting will be reviewed and approved by the Design Review Board at the project level. Individual home approvals will be performed by the master developer.
- Four-sided design should be used. Blank and empty walls are not permitted on any side of the home.
- Approved building materials can include stone, brick, wood, fiber cement, metal (roof only), other natural materials, and board and batten products.
- Multiple materials on the front elevation of the home are encouraged and the guideline is that approximately 25% of the material used should be considered a secondary material or a design change using the same primary material. This calculation is based on the front of homes minus the garage door. An example of a material design change would be if Hardie board lateral lap siding is the primary material, an acceptable secondary design could be the use of Hardie board and batten or Hardie shake siding. While all three materials are a type of fiber cement siding, the change in design satisfies the 25% guideline. In some cases, such at all brick or all stone homes, this 25% guideline will not apply.
- No exposed concrete foundations shall be permitted and the foundation should be covered with stone, brick, or a natural material plinth board. Should a plinth board be installed, a minimum of 6" of exposed foundation may be visible. Foundation landscaping is another option to address this objective. Parging of the exterior foundation is not permitted.
- Brick shall be laid in a traditional masonry pattern and stone in a random ashlar pattern.
- All windows and doors of the home are required to have trim with the exceptions of facades composed of masonry. All windows require grids and should be appropriate for the style of the home.
- Shutters will be installed on front elevation windows where architecturally correct. Variation in shutter colors is encouraged.

- All homes elevations and designs will have usable porches that are a minimum of 4' in depth.
- Front loaded garage placements can be 1) a minimum of 2' behind the main body of the home, 2) equal to the main body of the home with a 4' porch extending beyond the main body, or 3) 2' beyond the main body of the home with an extended porch of at least 6'.
- Overhangs are required on all four sides of the home and must be a minimum of 6".
- All driveways shall be constructed of concrete material. No asphalt driveways are permitted in Subarea D.
- Garage doors are required to have one panel row of windows and decorative hardware, if architecturally correct. If desired, vertical window designs will be considered. Developer will encourage various colors of garage doors if architecturally correct and complementary to the home color.
- The diversity of the neighborhood homes in both elevation and color is encouraged. The following diversity standards for elevations and colors of homes will be applied to Subarea D. No identical home elevation or color should be repeated within two homes in both directions on the same side of the street nor should they repeat with the home directly across the street and within one home in both directions on the opposite side of the street. For offset lots, a judgement call will be made as to which lot is considered the opposite side mark. Corner lots terminate the repeat pattern requirement, although the same elevations and color cannot be side by side on a corner lot. See exhibit below.



- A minimum of twelve color pallets are being established in Marysville North. See exhibit for details. Additional color pallets will be added to promote diversification of colors other than just white, gray, and brown. See exhibit for details. The primary color of the house will be used to determine which family the home is categorized in. If the front elevation is 100% stone or brick, the color repeat pattern does not apply. No homes located beside each other should have the same color stone or brick. Color pallet prohibits any fluorescent colors.
- Lighting is to be directed downward and should be placed to display a uniform, comfortable and warm appearance.
- There will be minimal street lights within the single-family subareas to reduce the impact of light pollution. Detailed lighting plans for the homes including fixture, color, spacing, light type, and photometric specifications shall be provided with the Design Review Board Application.

Signage

- Signage standards will follow the SRD zoning district requirements.
- Model home and real estate signage is permitted.

Project Phasing

- It is anticipated that Subarea D will be constructed in 1 or 2 phases. Once the lots are constructed and home are started, it is reasonable to expect that the absorption rate could

span 2 to 3 years.

Subarea E – Neighborhood Commercial District (NCD)

This Commercial subarea (approximately 1.0 acres, 0.75 after ROW) is located along St Rt 4, in the southeast corner of this master plan. Subarea E is a small 1-acre parcel that the City/County asked to be included in this annexation and development plan in order to bring it into Marysville. Primary access will be from Cooks Boulevard. There will be no direct access to this subarea from St Rt 4 nor will there be any access into Subarea D due to the difference in uses (i.e. commercial/office to residential).

In implementing this subarea, the applicant will rely completely on the underlying Neighborhood Commercial District (NCD) Section 1121.11 for all uses, density, and other zoning requirements.

Subarea F - Public Common Area

The natural features in this public common area subarea (approximately 63.03 acres) will be reserved, protected, and developed as part of the park network and trail systems that will provide recreational opportunities and promote connectivity throughout the area. The ground in this subarea, while public, will be owned, managed, and maintained by either a future Community Authority Board or HOA.

In implementing this subarea, the applicant will rely on the underlying Open Space District (OSD) zoning designation and requirements contained in Section 1121.17, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Park
- Community Center with pool (outdoor) and fitness center
- Parking
- Community Garden
- Commercial Recreation (outdoor) – paved and unpaved trails
    - Include bridges and other structures that may be needed to provide connectivity and trail connections
- Playgrounds
- Commercial Recreation (outdoor)
- Essential Public Services and Utilities

ADDITIONAL INFORMATION REQUESTED

A. Explain how the development meets the proposed and specific objectives set forth in Section 1135.01

1135.01(a) General Objective: A planned unit development shall be classified as a unique zoning district or combination of districts that is subject to the provisions of this chapter. The purpose is to encourage and allow more creative and imaginative design of land development than is possible under standard zoning district regulations. A PUD is intended to allow flexibility in planning and

design and overall benefits to the city. A PUD also permits the establishment of a variety of uses brought together as parts of a compatible and unified plan. This flexibility should result in a development that has unique characteristics and features that are not found in a development produced in accordance with standard zoning district and subdivision regulations.

1135.01 (b) Specific Objectives:

(1) To encourage unified projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are consistent with all applicable plans including but not limited to the Comprehensive Plan, Thoroughfare Plan, and the intent of the Ordinance.

The proposed PUD contains six subareas including a mixture of uses that could not be zoned together through the standard zoning process. The Marysville comprehensive plan was used as a starting point and subareas were designed with the overall concepts in mind. For example, the major natural areas around the creek, Ohio pond, and 100-year-old Oak tree are protected and maintained. The retail area extends the existing and future commercial areas from Cooks Pointe into the Marysville North plan and Don Drive allowing for parking located behind the commercial structures that will buffer it from view from St Rt 31. Higher density residential is planned near retail area and will serve as a buffer for the single-family homes to the north and east. The single-family developments to the east and north are surrounded on multiple sides by the park system and consolidated common areas. The blending of all these uses could not be achieved under a straight zoning district.

(2) Allow the creation of development standards that respect the unique characteristics, natural quality and beauty of the site and the immediate vicinity and protect the community's natural resources by avoiding development on and destruction of sensitive environmental areas.

Marysville North provides a park system and common area total that is almost 3x the city standards regarding open space. This park system has been carefully designed to protect the existing sensitive and natural areas by preserving these areas in a separate subarea (F - public common areas). Trails will be added to these common areas to link all the other subareas with the existing communities.

(3) Promote economical and efficient use of land and reduce infrastructure costs through unified development.

The development will promote the economical and efficient use of the land and infrastructure by providing a platform for the development of various mixed uses. The residential developments in Marysville North will provide areas for residents and workers to call home. Higher density developments maximize the value of the land, utilities and other infrastructure. The mix of retail and residential with the park and trail system will truly make the community walkable.

(4) To provide amenities and enhancements that will sustain the quality of life and property values within the development as well as the properties surrounding the proposed PUD.

The protected common areas and trail system will provide for recreational activities

and the ability to enjoy the natural beauty of the site. In addition, the new trails in Marysville North will provide linkage to Mill Valley and the trails that lead to the reservoir to the west as well as the athletic fields to the east. The community center will also provide a local gathering place for the residents and additional amenities to be defined in the development plan. The property values for the retail, attached residential, and single-family homes will create much higher assessed value than the farm land and will remove the current CAUV tax reduction.

(5) Assure compatibility between proposed land uses within and around the PUD through appropriate development controls.

Compatibility between proposed land uses within and around the PUD are provided through the planned transition of high-density developments around the commercial development along St Rt 31 as well as the utilization of the consolidated common area to buffer different uses. We have added a 40' buffer around the property of a local business and have agreed to extend any fencing and the multi-purpose trail across the front of the properties along the west side of St Rt 4, if the owners so desire.

(6) Where appropriate, provide for community facilities, open space, and recreational areas.

The common area for this project will be more than 70 acres with approximately 89% of that acreage being located within the consolidated park system. The natural features and sensitive areas of the site are being protected and enhanced with trails and ponds. Private recreation facilities will be added with the community center.

(7) To provide a maximum choice of business and living environments by allowing for a variety of housing, building types, and imaginative architectural design.

The integration of the mixed residential with smaller, higher density housing options near the retail area along with different single-family products to the east and north will provide residents a choice of housing type within the same project.

(8) To provide an opportunity for a mix of complementary uses otherwise not permitted within the standard zoning classifications.

This PUD will provide a mix of complementary residential and retail uses and establish priorities for a high-quality and innovative development with appropriate buffers and transitions between existing and proposed uses.

(9) To develop land in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices, and engineering principles.

By providing the PUD development standards and going through the appropriate Exterior/Landscape Plan review and approval process with the Design Review Board for each contemplated development within Marysville North, it will develop in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices and engineering principles.

B. Explain how the proposed development impacts public services and facilities, including but not limited to schools, water, sewer, and traffic.

Public Services:

- The proposed PUD will be annexed into the Marysville City limits and with the annexation process, a Marysville service letter will be provided to the County that warrants that all utilities and services are available and that the city is willing to take on the responsibility of servicing this area. We will be working with all service providers, including the schools, fire, police, and City Engineer to determine what improvements to public services are needed. The project may or may not include a community authority, which could help with necessary infrastructure funding. Regardless of the required costs, this project will NOT include any residential TIFs.

Water:

- There is an existing 16" water main located along both St Rt 31 and St Rt 4 and 8" lines along Don Drive and Hubbard Road. Marysville opened a new $52m+ water treatment plant in 2023, which will provide capacity for all the growth projected for the north side of Marysville and beyond.

- The engineering of other water laterals will be discussed during the engineering phase of each project with the City Engineer.

Sanitary Sewers:

- There is an 18" gravity sewer line that runs completely through the middle of the master plan area that connects to a 24" line on the east side of St Rt 4. This 24" line heads south into the city where it connects to a 36" trunk line. The construction and extension of sewer laterals to service the individual parcels included in this PUD will be worked out with the City Engineer as the projects move forward.

Other Utilities:

- Electric service for this site already exists and our engineer is working to acquire service letters from the area provider.

- Gas service for the site is available along both St Rt 31 and St Rt 4.

- Time Warner Cable has facilities adjacent to the project site and can provide service to the development.

Traffic:

- A traffic study is currently underway with the assistance and direction of the City Engineer. This document will help identify the roadway infrastructure needed for the development and impact on surrounding roads and intersections.

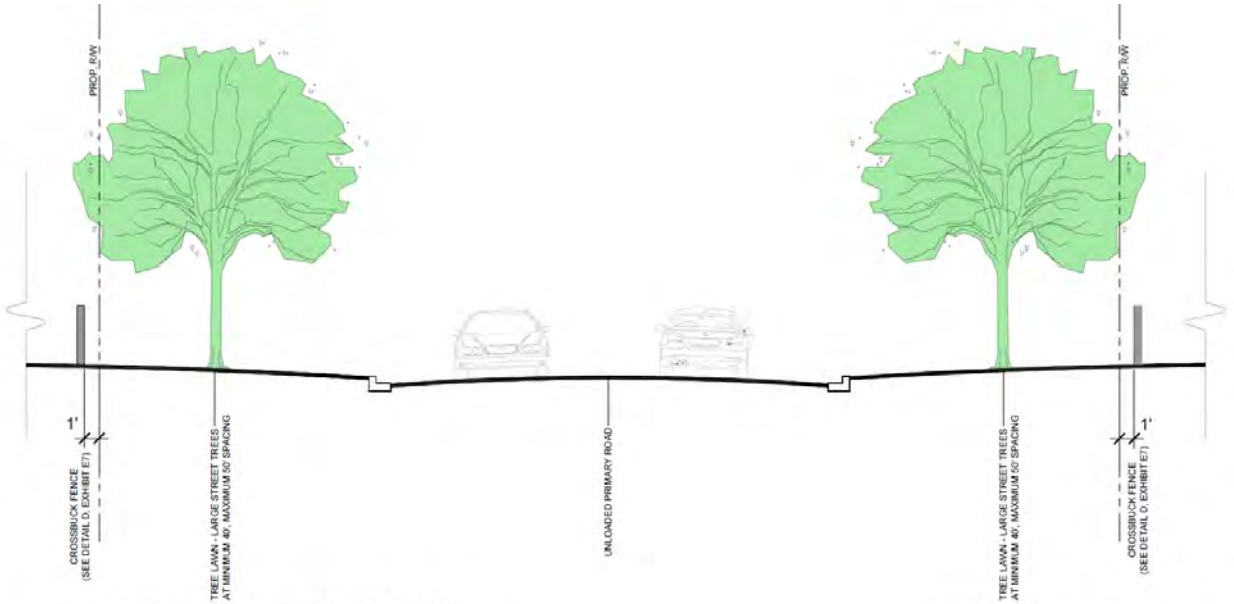
Schools:

- Marysville North developer is working closely with the schools to provide them with accurate projections of the number of school age children that can be expected by the different types of housing as well as the types of businesses and other uses (retail). This will help the school gauge future demand.

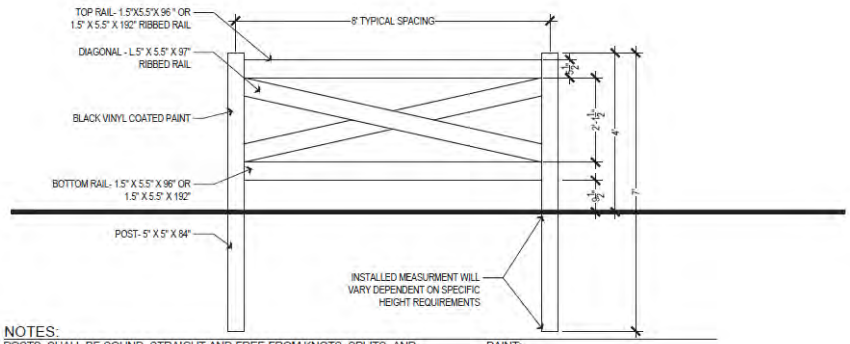
C. Explain how the proposed development conforms to the Marysville Comprehensive Plan.

The proposed PUD utilized the existing Marysville Comprehensive Plan as the basis for its development. Both the PUD and Comp Plan anticipated the majority of this area being Suburban Residential with a mixture of residential products. The small retail planned along St Rt 31 complements this use. In addition, the city staff and council embarked on a Focus Area Plan of this area in the summer 2024 with the help from an outside consultant/designer (The Edge Group). The Focus Area plan objectives were defined as: 1) create a prominent, well distributed open space network, 2) 30% open space, 3) greenway connectivity to regional amenities and neighborhoods, 4) preserve existing pond and woodlands, 5) integrate with existing developments, 6) utilize a mix of housing types, 7) neighborhood retail area, 8) gateway entrances from St Rt 31 and St Rt 4, and 9) realignment of Amrine Wood Road. The developer of Marysville North attended the working sessions and focus area presentation to better understand these objectives. The developer has now retained The Edge Group to work on this assignment to ensure alignment with the Focus Area Plan recommendations. It shouldn't be a surprise that the Marysville North master plan accomplishes all 9 of these goals in specular fashion.

Appendix A



I UNLOADED PRIMARY ROAD TYPICAL SECTION
SCALE: 1"=4'



NOTES:
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE .
FENCE BOARDS:
BOARDS SHALL BE 1.5" X 5.5" X 98" OR 1.5" X 5.5" X 192" POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES.

PAINT:
BLACK

FASTENERS:
NAILS-10D PLAIN SHANK BOX GALVANIZED

D CROSSBUCK FENCE
SCALE: 1/2" = 1'-0"

MARYSVILLE NORTH
ROAD PROFILE
MARYSVILLE, OHIO 12-17-24

0 750 2,250 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

Appendix A

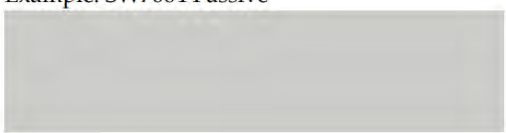
Exhibit – Color Pallets

Neutrals (Taupe, Tan, Beige)
Example: SW6142 Macadamia

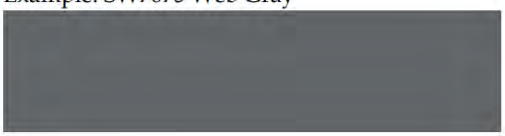


Whites and Off-Whites
Example: SW7008 Alabaster

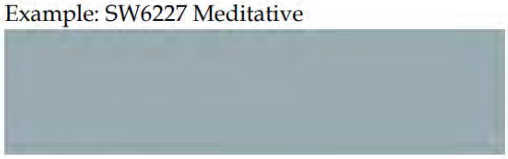
Light Gray
Example: SW7064 Passive



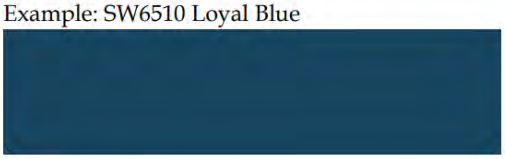
Dark Gray
Example: SW7075 Web Gray



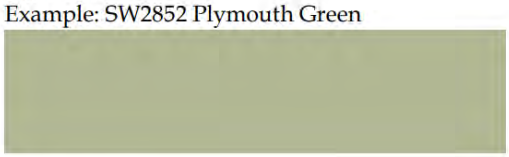
Light Blue
Example: SW6227 Meditative



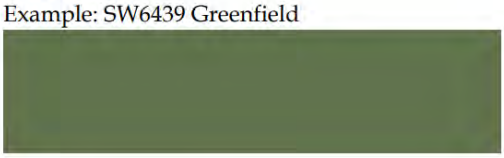
Dark Blue
Example: SW6510 Loyal Blue



Light Green
Example: SW2852 Plymouth Green



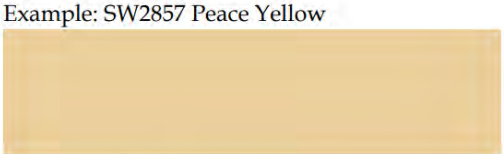
Dark Green
Example: SW6439 Greenfield



Red
Example: SW7600 Bolero



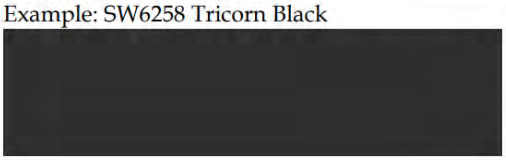
Yellow
Example: SW2857 Peace Yellow



Brown
Example: SW6083 Sable



Miscellaneous
Example: SW6258 Tricorn Black



Marysville North



Exhibit C: Open Space Plan

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

LAND USE KEY

F **PUBLIC COMMON AREA**
+/-69.77 Ac.

Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD
DEVELOPMENT
INVESTMENTS

EDGE
www.edgela.com

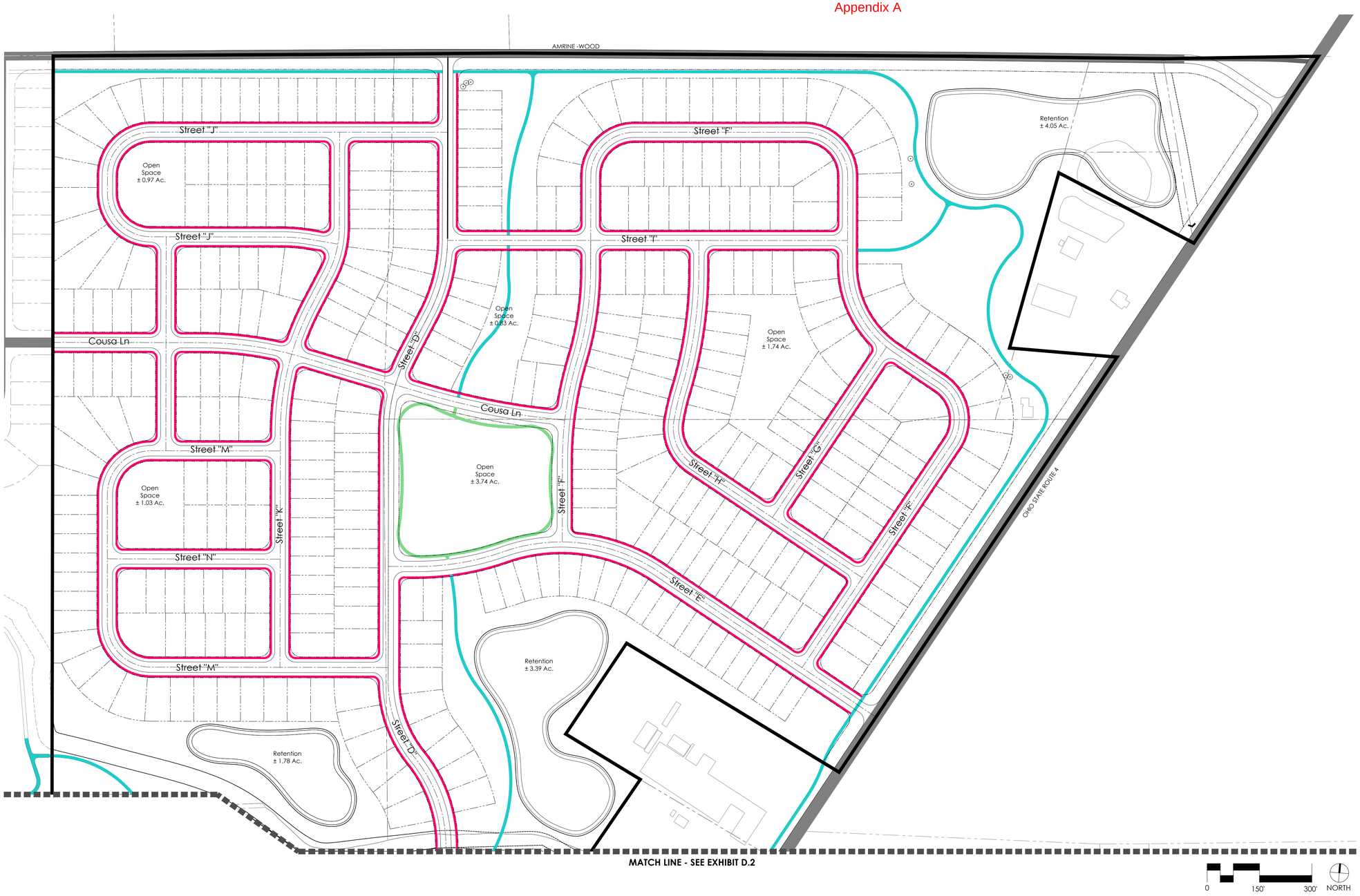


Exhibit D.1: Pedestrian Circulation - Enlargement (North)

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

PATH KEY

- **SIDEWALKS - 5'**
- **MULTI-PURPOSE TRAIL - 10'**
- **MULTI-PURPOSE TRAIL - 8'**

Marysville North

Development Plan

Marysville, OH / March 5, 2025

ROCKFORD
DEVELOPMENT
INVESTMENTS

EDGE
www.edgela.com

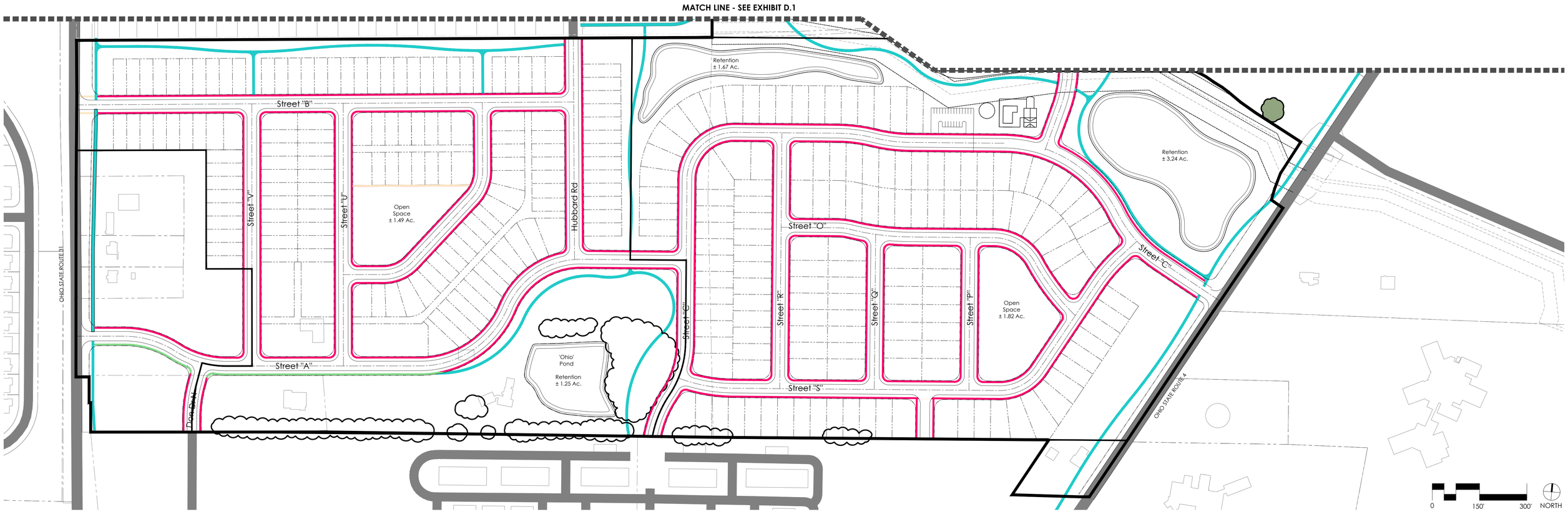
Exhibit D.2: Pedestrian Circulation Plan - Enlargement (South)

DEVELOPMENT DATA

Gross Area:	+/-242.76 Ac.	
R/W Expansion:	+/-8.51 Ac.	
OH State Route 4:	*+/-3.62 Ac.*	
OH State Route 31:	*+/-1.10 Ac.*	
Amrine Wood Road:	*+/-3.79 Ac.*	
Net Developable Area:	+/-234.25 Ac.	
Commercial:	+/-8.21 AC.	
Residential:	+/-156.59 AC.	690 Units
TH		*50 Units*
SF-40'		*138 Units*
SF-52'		*143 Units*
SF-55'		*273 Units*
SF-67'		*86 Units*
Open Space:	+/-69.77 Ac. (30.0% Net)	
Community Facility:	*+/-0.85 Ac.*	
Retention Ponds (Surface):	*+/-14.13 Ac.*	
"Ohio Pond" (Surface):	*+/-1.25 Ac.*	
Parks, Greenways, Setbacks:	*+/-46.30 Ac.*	
Neighborhood Parks:	*+/-7.24 Ac.*	

PATH KEY

- **SIDEWALKS - 5'**
- **MULTI-PURPOSE TRAIL - 10'**
- **MULTI-PURPOSE TRAIL - 8'**



Marysville North

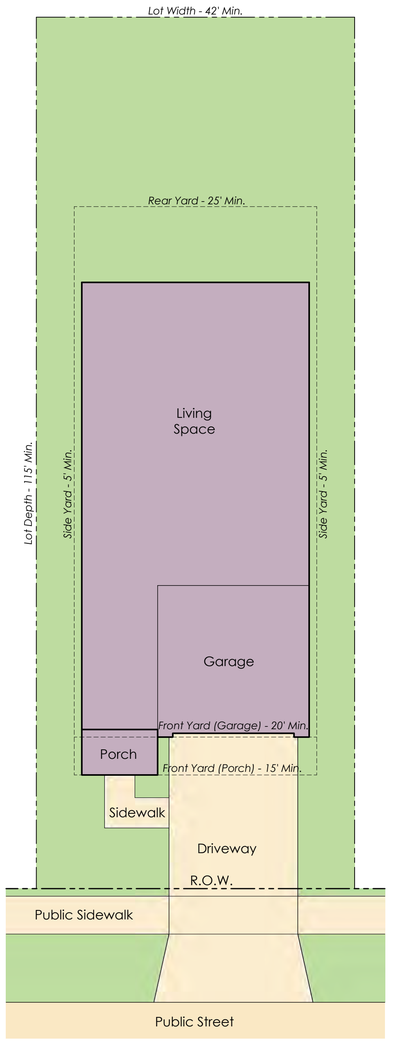
Development Plan

Marysville, OH / March 5, 2025

ROCKFORD
DEVELOPMENT
INVESTMENTS

EDGE
www.edgela.com

Exhibit E: Typical Lot Standards

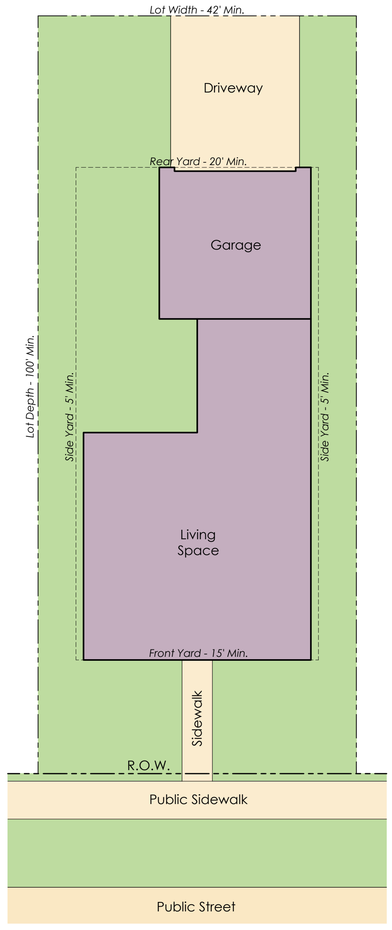


1 SINGLE FAMILY FRONT LOAD

0 5' 10' 20'

LOT STANDARDS - SF FRONT LOAD

Lot Width:	42' Minimum
Lot Depth:	115' Minimum
Front Yard Setback:	20' Minimum from Garage 15' Minimum from Front Porch
Rear Yard Setback:	25' Minimum
Side Yard Setback:	5' Minimum

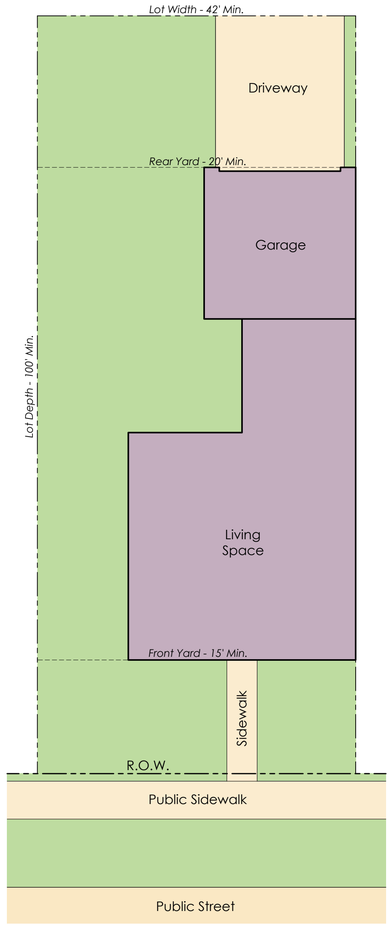


2 SINGLE FAMILY REAR LOAD

0 5' 10' 20'

LOT STANDARDS - SF REAR LOAD

Lot Width:	42' Minimum
Lot Depth:	100' Minimum
Front Yard Setback:	15' Minimum
Rear Yard Setback:	20' Minimum
Side Yard Setback:	5' Minimum



3 SINGLE FAMILY REAR LOAD - ALT

0 5' 10' 20'

LOT STANDARDS - SF REAR LOAD - ALT

Lot Width:	42' Minimum
Lot Depth:	100' Minimum
Front Yard Setback:	15' Minimum
Rear Yard Setback:	20' Minimum
Side Yard Setback:	0'



4 ATTACHED REAR LOAD

0 5' 10' 20'

LOT STANDARDS - ATTACHED REAR LOAD

Lot Width:	24' Minimum
Lot Depth:	100' Minimum
Front Yard Setback:	15' Minimum
Rear Yard Setback:	20' Minimum
Side Yard Setback:	0'

Appendix A

Exhibit F.1: Architectural Character Area B & D







Appendix A

Exhibit F.1: Architectural Character Area B & D







Appendix A

Exhibit F.1: Architectural Character Area B & D







Exhibit F.2 : Architectural Character Area C



TOWNHOMES - REAR LOADED



SINGLE FAMILY - REAR LOADED



SINGLE FAMILY - FRONT LOADED

Appendix A

Exhibit G.1: Character Images of Natural Common Areas

Natural Ponds Images







Exhibit G.2: Character Images of Common Areas



Marysville North Community Center





U.S. ARCHITECTURAL LIGHTING

PROJECT NAME:

PROJECT TYPE:

PENDANT MOUNTED ARM

XPK



FEATURES

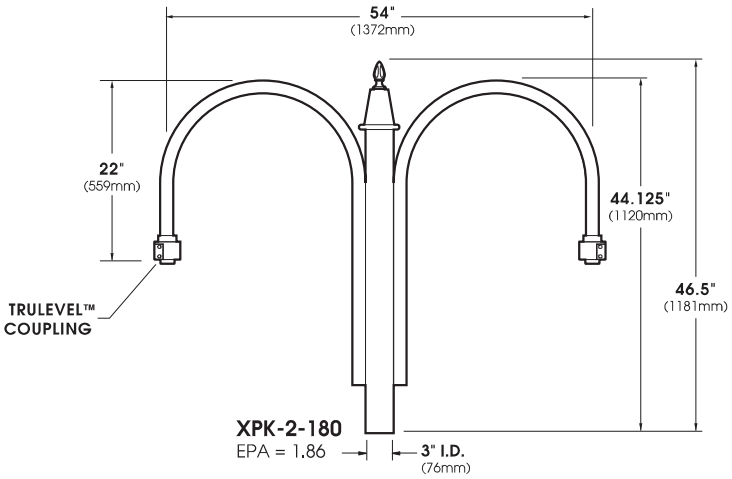
Arm
Durable corrosion resistant, cast aluminum construction.

Finish
Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step media blast and iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability.

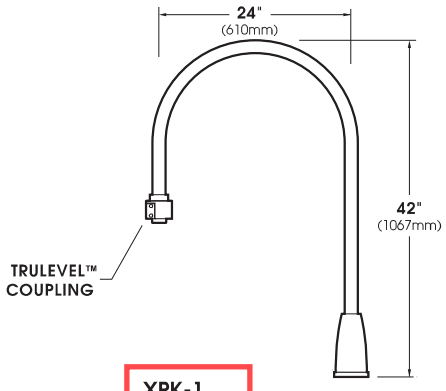


XPK

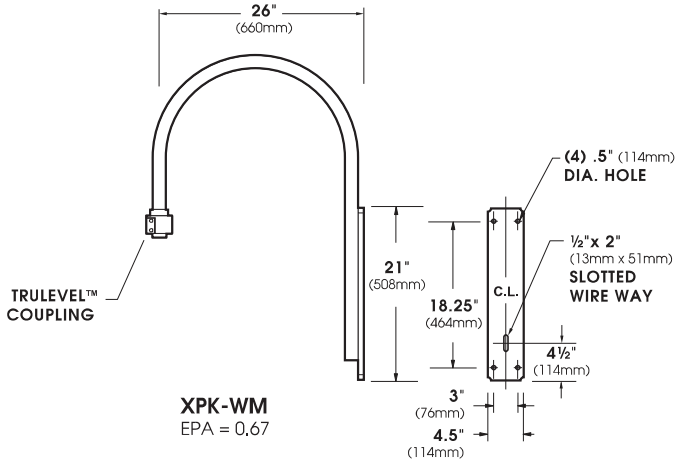
Patent pending



XPK-2-180
EPA = 1.86



XPK-1
EPA = 0.73



XPK-WM
EPA = 0.67

SCALE: ½"=1'

BABA compliant

2024071

Appendix A

U.S. ARCHITECTURAL LIGHTING

PROJECT NAME:

PROJECT TYPE:

PENDANT MOUNTED ARM

XPK



FEATURES

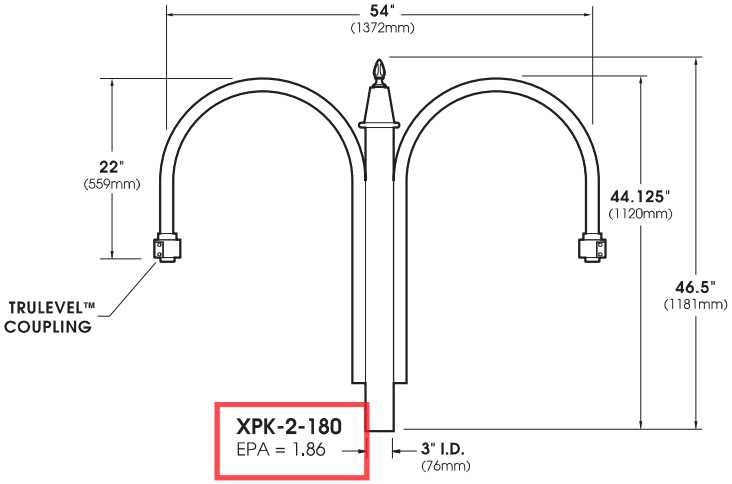
Arm
Durable corrosion resistant, cast aluminum construction.

Finish
Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step media blast and iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability.

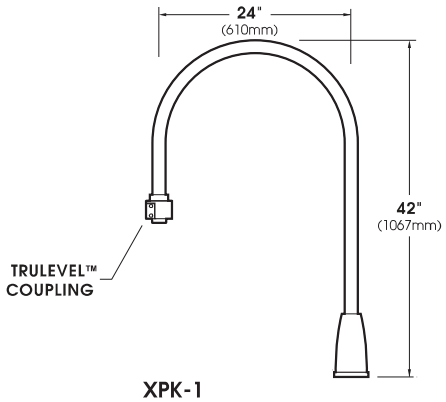


XPK

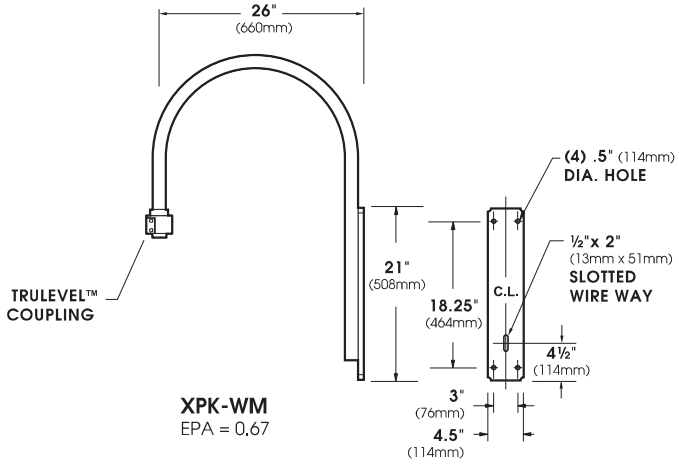
Patent pending



XPK-2-180
EPA = 1.86



XPK-1
EPA = 0.73



XPK-WM
EPA = 0.67

SCALE: ½"=1'

BABA compliant

2024071

Appendix A

PROJECT NAME:

PROJECT TYPE:

DEZINER SERIES 6

Small Neoclassical, Domed Bell Luminaire

Features
The NEW Dezīner Series is a flexible, configurable pedestrian scale decorative pendant luminaire with an 6.7" diameter upper housing of 0.125" thick formed aluminum with a large assortment of spun aluminum shades and ornamental options. Each lower housing is comprised of a 0.080" thick spun aluminum reflector with an integrated LED module seat, thermal management for long LED life and a thermally isolated solid state power supply chamber. Trulevel ™ ball coupling.

PLED™ Optics
Emitters (LED's) are arrayed on a metal core PCB panel with each emitter located on a copper thermal transfer pad and enclosed by an LED refractor. LED optics completely seal each individual emitter to meet an IP66 rating. In asymmetric distributions, a micro-reflector inside the refractor re-directs the house side emitter output towards the street side and functions as a house side shielding element. Refractors are injection molded H12 acrylic. Each LED refractor is sealed to the PCB over an emitter and all refractors are retained by an aluminum frame. Any one Panel, or group of Panels in a luminaire, have the same optical pattern. LED refractors produce standard site/area distributions. All optics are U0, Zero Uplight and are Dark Sky compliant. Panels are field replaceable and field rotatable in 90° increments.

LED Emitters
High Power White LED's are driven between 350mA and 875mA for a maximum output of 2.5 Watts nominal. LED's are available in standard Warm White (2700K & 3000K), Neutral White (4000K), or Cool White (5000K). All Standard LED's have a minimum of 70 CRI. Consult Factory for other LED options. Lumen Maintenance of L93 at 100,000 hours (TM-21 calculated at 6x Test Time) for all LED options.

True Amber LED's TRA-True Amber LED's emit light in the amber spectral bandwidth centered on 585-590nm. True Amber has negligible blue light and is suitable for wildlife.

LED Driver
Constant current electronic with a power factor of >.90 and a minimum operating temperature of -40°F/-40°C. Driver(s) is/are UL and cUL recognized and mounted directly against the Electrical Housing to facilitate thermal transfer, held down by universal clamps to facilitate easy removal. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V (UNV), 50/60Hz or 347V & 480V, 50,60Hz. 0 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field accessible installation.)

Finish
Super TGIC polyester powder coating is applied onto a metal substrate this has been pretreated with a four-stage process for maximum adhesion and color retention. The top coat is baked at 400° F for maximum hardness and exterior durability.



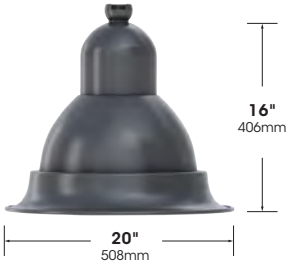
DS6A
Angled



DS6C
Concave/Flared



DS6D
Deep Bell



DS6S
Skirted



DS6T
Tiered

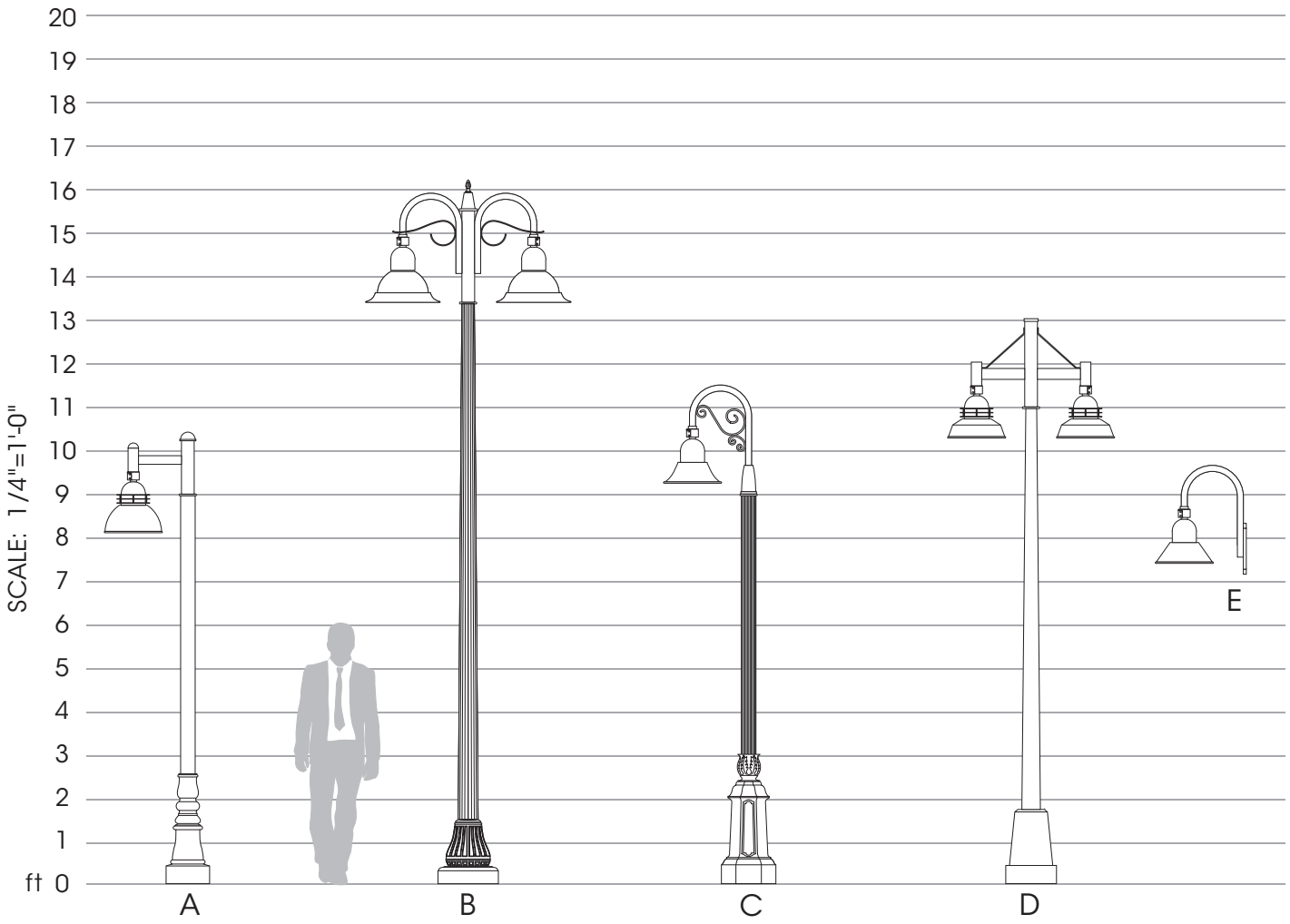
The smallest models within the Dezīner Series, offer 5 customizable styles available with optional Ambience™ Low Luminance Lens and unlit Bands.

U.L. Listed for Wet Location

2023062

DEZĪNER SERIES 6 - PLED SMALL

SAMPLE ASSEMBLIES



A. 24-1040-9'/XALM-1/DS6DB-AL/LED/ACCESSORIES/FINISH
B. 17-1030C-13'-4"/XPDM-2-180/DS6S/LED/ACCESSORIES/FINISH
C. 1M-106O-9'/XPCM-1/DS6C-AL/LED/ACCESSORIES/FINISH
D. 25-1035T-11'/XASM-2-180/DS6TB/LED/ACCESSORIES/FINISH
E. WM-XPKM/DS6A-AL/LED/ACCESSORIES/FINISH

Sample Assemblies show a small offering of the Sun Valley Line of Poles, Bases, Shafts, Arms, & Luminaires. Please visit usaltg.com for the full product offering.

Appendix A

U.S. ARCHITECTURAL LIGHTING

PROJECT NAME:

PROJECT TYPE:

ROUND NON-TAPERED ALUMINUM POLE

RNTA

Shaft
Round extruded from 6063 alloy aluminum tubing. Heat treated to produce a T6 temper. Shaft includes a hand hole furnished with cover. Shaft is furnished with ground lugs located on cast aluminum base plate.

Drilling Side Mount
A removable pole cap is included. Pole will be drilled to match U.S. Architectural fixtures. For other Drilling required, please specify DP after specified drill pattern. (example: 2-180DP)

Pole Top Mount
Standard pole top mount - PT27, fabricated from 2.5" (2.875" O.D.) aluminum pipe – tenon options available for pole tops please see Mounting column. For other pole top configurations please consult factory.

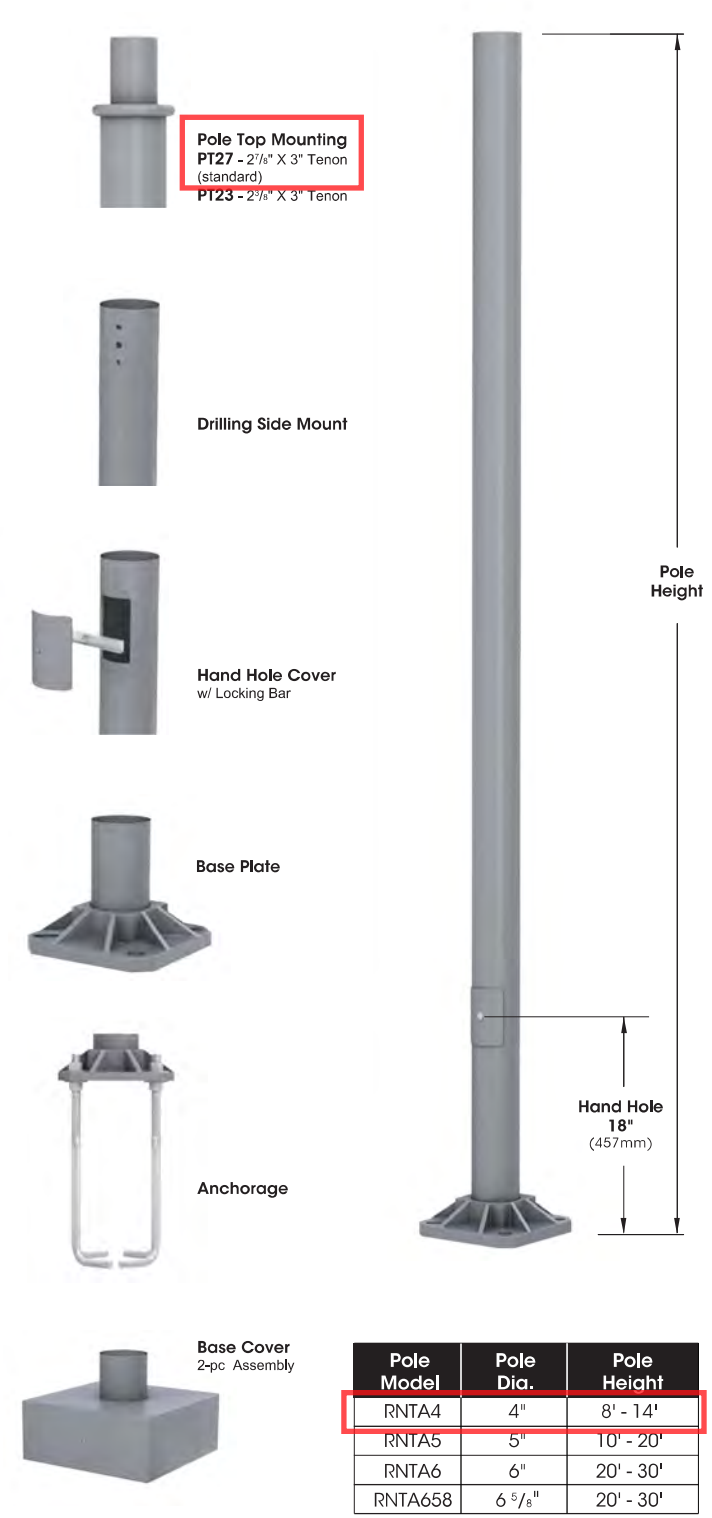
Hand Hole Cover
Rectangular 3" x 5" stamped heavy gauge aluminum material Hand Hole Cover, 2¼" x 4¼" access opening. Sealed door is secured by a formed aluminum bar and a stainless steel, tamper proof screw.

Base Plate
Cast aluminum constructed of A-356 aluminum alloy heat treated to produce a T6 temper. Structurally engineered base includes eight heavy wall reinforcing vertical gussets. Base telescopes and is circumferentially welded to shaft at both the outside top and inside bottom of the base.

Anchorage
(4) anchor bolts fabricated from hot rolled steel bar. Minimum yield strength of 50,000 P.S.I. Bolts have "L" bend on one end and are threaded on the other. Bolts are fully galvanized and are furnished with two nuts and two washers.

Base Cover
Fabricated from heavy wall aluminum construction. Two piece cover conceals base.

Finish
Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step media blast and iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability.



Pole Model	Pole Dia.	Pole Height
RNTA4	4"	8' - 14'
RNTA5	5"	10' - 20'
RNTA6	6"	20' - 30'
RNTA658	6 5/8"	20' - 30'

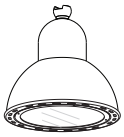
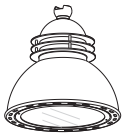
2023307

Appendix A

DEZĪNER SERIES 6 - PLED SMALL

PRODUCT CONFIGURATIONS

EPA & WEIGHT

Base Model	w/ unlit Bands	w/ Ambience™ Low Luminance Lens	w/ unlit Bands & Ambience™ Low Luminance Lens
			
DS6A Max Weight = 17 lbs Max EPA = 0.58 36 LED Max	**DS6AB** Max Weight = 18 lbs Max EPA = 0.63 36 LED Max	**DS6A-AL** Max Weight = 17 lbs Max EPA = 0.58 36 LED Max	**DS6AB-AL** Max Weight = 18 lbs Max EPA = 0.63 36 LED Max
			
DS6C Max Weight = 17 lbs Max EPA = 0.54 36 LED Max	**DS6CB** Max Weight = 18 lbs Max EPA = 0.59 36 LED Max	**DS6C-AL** Max Weight = 17 lbs Max EPA = 0.54 36 LED Max	**DS6CB-AL** Max Weight = 18 lbs Max EPA = 0.59 36 LED Max
			
DS6D Max Weight = 18 lbs Max EPA = 0.74 36 LED Max	**DS6DB** Max Weight = 19 lbs Max EPA = 0.79 36 LED Max	**DS6D-AL** Max Weight = 18 lbs Max EPA = 0.74 36 LED Max	**DS6DB-AL** Max Weight = 19 lbs Max EPA = 0.79 36 LED Max
			
DS6S Max Weight = 19 lbs Max EPA = 0.79 36 LED Max	**DS6SB** Max Weight = 20lbs Max EPA = 0.84 36 LED Max	**DS6S-AL** Max Weight = 19 lbs Max EPA = 0.79 36 LED Max	**DS6SB-AL** Max Weight = 20lbs Max EPA = 0.84 36 LED Max
			
DS6T Max Weight = 16 lbs Max EPA = 0.58 36 LED Max	**DS6TB** Max Weight = 17 lbs Max EPA = 0.63 36 LED Max	**DS6T-AL** Max Weight = 16 lbs Max EPA = 0.58 36 LED Max	**DS6TB-AL** Max Weight = 17 lbs Max EPA = 0.63 36 LED Max

ORDINANCE _____

TO APPROVE AMENDMENTS TO THE AGREEMENT TO CREATE THE MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE INCLUSION OF CERTAIN ADDITIONAL PROPERTY WITHIN SAID DISTRICT, KNOWN AS THE KIA EXPANSION AMENDMENT

WHEREAS, Ohio Revised Code Chapter 715 (the "Act") empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, pursuant to the Act and Ordinance No. 035-2022, passed by the City Council (the "Council") on June 13, 2022, the City of Marysville, Union County, Ohio (the "City") is party to the Marysville-Jerome Township Joint Economic Development District Agreement dated August 8, 2022 (the "Agreement") by and between the City and Jerome Township, Union County, Ohio (the "Township"), which Agreement creates and provides for the operation of a joint economic development district (the "District") known as the Marysville-Jerome Township Joint Economic Development District which is attached and incorporated herein as Exhibit A; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the Township and the City now desire to amend the Agreement to add certain additional real property, Coughlin Investments, LTD / Coughlin Kia & Commercial Outlots Expansion, identified by the County Auditor of Union County, Ohio, by Permanent Parcel Number 1700310390030 ("the Kia Amendment") to the territory of the District, a form of which is attached hereto as Exhibit B; and

WHEREAS, the City and the Township now desire to amend the Agreement to add the Kia Amendment to the territory of the District by approving the Kia Amendment (the "Kia Amendment"); and

WHEREAS, Kia desires to develop the Kia Amendment (Exhibit B), as the case may be, for commercial purposes (the "Project") at sites within the boundaries of the Township, provided that the appropriate economic development incentives are available to support the economic viability of such Projects; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the City conducted a public hearing regarding the JEDD Amendments on May 27, 2025, with appropriate public notice, and made available for public examination all documents required by law for review as shown in Attachment A; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The Council approves the JEDD Amendments in substantially the forms attached to this Ordinance as Exhibits B and C, and authorizes the City Manager to sign the JEDD Amendments. The City Manager and the Clerk of Council are jointly authorized to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Ordinance.

SECTION II. The Clerk of Council shall retain on file a copy of the JEDD Amendments and their exhibits, including (i) the depictions and identification of the parcel(s) constituting the Kia Additional Property; and (ii) Ohio Revised Code Section 715.72 as effective on the date of the executed JEDD Amendments.

SECTION III. This Council hereby finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

1st Reading: May 12, 2025

2nd Reading: May 27, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

AMENDMENT TO CITY OF MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

(Coughlin Investments, LTD / Coughlin Kia & Commercial Outlots Expansion)

This Amendment to City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Amendment") is executed [___], 2025 (the "Effective Date") by and between the City of Marysville, Ohio (the "City"), and Jerome Township, Union County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the "Township").

RECITALS:

A. Pursuant to Ohio Revised Code ("R.C.") Chapter 715, including particularly R.C. 715.72 of current law (the "JEDD Act"), the City and Township executed the City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Original JEDD Contract") effective August 8, 2022. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the City of Marysville-Jerome Township Joint Economic Development District, as amended and expanded to date (referred to herein as "JEDD," or the "District").

B. The JEDD originally encompassed a portion of the Township (as the same has been amended and expanded from time to time, the "Original JEDD Area").

C. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") currently imposes a 1.50% tax on income withheld from employees working within the Original JEDD Area and on net business profits from operations within the Original JEDD Area.

D. Coughlin Investments, LTD has acquired or plans to acquire and desires to develop real property for commercial purposes (the "Project" or "Project Area") at a site within the boundaries of the Township (the "Coughlin Investments, LTD Additional Property," which is further described on the attached Exhibit B and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The Coughlin Investments, LTD Additional Property is located outside of the Original JEDD Area. The Original JEDD Area and the Coughlin Investments, LTD Additional Property are referred to collectively herein as the "Expanded JEDD Area."

E. The City, Township, and Coughlin Investments, LTD desire to facilitate the addition of the Coughlin Investments, LTD Additional Property to the Original JEDD Area.

F. Ohio Revised Code Section 715.72(L) and Section 5 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

G. The City and Township have complied with all procedures of the JEDD Act related to the addition of the Coughlin Investments, LTD Additional Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), Coughlin Investments, LTD has submitted or caused to be submitted, and the Township and the City have received the required property owner and business owner petitions (if any) (the "Petitions") necessary to add the Coughlin Investments, LTD Additional Property to the Original JEDD Area.

I. Attached as Exhibit C pursuant to R.C. Section 715.72(F)(3) is an updated economic development plan for the JEDD, which includes the requisite information relating to infrastructure and services for the Expanded JEDD Area under R.C. Section 715(F)(8).

J. Pursuant to Ordinance No. _____ , passed _____, 2025, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. _____, passed _____, 2025, the Board of Township Trustees of the Township has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Adding the Coughlin Investments, LTD Additional Property to the JEDD.

Pursuant to Section 5 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Coughlin Investments, LTD Additional Property within the Expanded JEDD Area. The territorial boundaries of the Coughlin Investments, LTD Additional Property are depicted and identified in Exhibit C attached hereto and incorporated by reference into this Amendment. The territory of the Original JEDD Contract, as amended, is otherwise unchanged.

The Coughlin Investments, LTD Additional Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Coughlin Investments, LTD Additional Property as of the date hereof.

Pursuant to the Township Resolution and the City Ordinance, the owners of the Coughlin Investments, LTD Additional Property each have given their respective consent to the inclusion within the Expanded JEDD Area of certain real properties depicted and identified in Exhibit B hereto, which also identifies the applicable zoning restrictions with respect to the Coughlin Investments, LTD Additional Property.

Section 2. Public Utilities Infrastructure. Pursuant to Ohio Revised Code Section 715.72(F)(8), the Township and City estimate the total cost of providing public utility services and improvements to the Coughlin Investments, LTD Additional Property to be approximately $635,149 as further described in the estimate prepared by a professional engineer that is attached hereto as Exhibit D and incorporated herein by this reference (the "Public Utilities Infrastructure"). The costs associated with the Public Utilities Infrastructure are anticipated to be paid from lawfully available sources, which may include developer and/or Township funds. A portion of the Public Utilities Infrastructure is expected to be completed within 5 years of the Effective Date of this amendment in order to meet the development needs of the District.

Section 3. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Amendment shall remain in full force and effect.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 5. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Township have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

CITY OF MARYSVILLE, OHIO

By: _____

Its: _____

Approved as to form:

_____
City Law Director

BOARD OF TRUSTEES OF JEROME TOWNSHIP, UNION COUNTY, OHIO

By:_____
Trustee

By:_____
Trustee

By:_____
Trustee

Approved as to form:

_____
Township Legal Counsel

EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

CITY OF MARYSVILLE-JEROME TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

This City of Marysville-Jerome Township Joint Economic Development District Agreement (the "Agreement") is made and entered into this [8TH] day of [AUGUST], 2022, by and between the CITY OF MARYSVILLE, OHIO (the "City"), a municipal corporation duly organized and validly existing under the laws of, and a political subdivision of, the State of Ohio (the "State") and having an address for purposes hereof at 209 South Main Street, Marysville, Ohio 43040 and JEROME TOWNSHIP, UNION COUNTY, OHIO (the "Township" and, together with the "City", the "Contracting Parties" and each a "Contracting Party"), a political subdivision of the State and having an address for the purposes hereof at 9777 Industrial Parkway, Plain City, Ohio 43064, in accordance with the terms and provisions set forth herein.

WHEREAS, the City and the Township desire to promote cooperative economic development efforts by means of creating a joint economic development district (the "District" or the "JEDD") pursuant to Ohio Revised Code ("ORC") Sections 715.72 through 715.81 (the "Act"), which District shall facilitate economic development to create or preserve jobs and employment opportunities within the meaning of ORC Section 725.72(C), thereby improving the economic welfare of residents of the City, the Township, and the State of Ohio (the "State") generally; and

WHEREAS, pursuant to a Cooperative Development Agreement, dated [5-26], 2022 (the "Cooperative Development Agreement"), between the City and the Township, the Contracting Parties agreed to negotiate and execute a joint economic development district agreement to promote and support economic development within certain defined territory of the Township; and

WHEREAS, the City and the Township are located entirely within Union County, Ohio ("Union County") and share contiguous territorial boundaries; and

WHEREAS, the legislative authorities of the City and the Township have each approved, authorized and directed the City and the Township, respectively, to make and enter into this Agreement, by and through their respective officers in accordance with Ordinance No. [035-2022] enacted by the City on [6-13], 2022, and Resolution No. [22-072], adopted by the Township on [8-1], 2022.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Contracting Parties agree and bind themselves, their agents, employees and successors as follows:

Section 1. Creation of District and Purpose.

The City and the Township, as contracting parties within the meaning of ORC Section 715.72(A)(1), by their combined action evidenced by the adoption of legislation identified above and by the duly authorized execution of this Agreement, hereby create the District, which shall be known as the "City of Marysville-Jerome Township Joint Economic Development District." The District shall be a joint economic development district under, operating pursuant to, the Act.

Each Contracting Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. that it is entering into this Agreement freely and without duress or coercion;
B. that the creation of the District and the levy of an income tax within the District as provided herein will enable the City, the Township, and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the City, and the Township;
C. that the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve public infrastructure (defined in Exhibit A) and the economic welfare of the people in the State, Union County, the City, and the Township; and
D. that consideration exists to support this Agreement.

Section 2. Territory of the District.

The territorial boundaries of the District are described in Exhibit B attached hereto and incorporated by reference into this Agreement. The territory of the District is located entirely within the territorial boundaries of the Township. The territory to be included in the District is currently zoned as a planned development district, which zoning designation is appropriate to the function of the District.

Section 3. Formation of the District.

It is the intent of the Contracting Parties that this Agreement be approved without an election by complying with the requirements of ORC Section 715.72(M). The Contracting Parties represent and warrant as follows:

A. The resolution approving this Agreement has been approved by a unanimous vote of the Township Trustees;
B. Owners of a majority of the properties and businesses located within the proposed District have requested by means of petition, as contemplated under the Act, that the District be formed; and
C. The territory to be included in the District is zoned in a manner appropriate to the proposed function of the District. The territory to be included does not include any residential properties except within a "mixed-use development," as that term is defined in ORC Section 715.72(A)(9).

The Township shall be responsible for filing with the Director of Development of the State the documents required by ORC Section 715.72(O). Each Contracting Party shall separately bear its own costs related to the establishment of the District, including professional engineering (including, for example, the costs of any maps that may be necessary in connection with establishing the District), legal counsel, or other services that may be necessary.

Section 4. Term.

The initial term of this Agreement shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with ORC Section 715.72(M)(3), and shall be for a period of fifty (50) years. This Agreement shall automatically extend for two renewal terms of twenty-five (25) years each in duration unless (i) either the Township or City notifies the other Contracting Party in writing at least one year prior to the expiration of the original term that it does not intend to renew this Agreement, or (ii) either the Township or the City notifies the other Contracting Party in writing at least one year prior to the expiration of the original term or any renewal term that it is requesting to extend this Agreement beyond the originally contemplated term of fifty (50) years or the originally contemplated renewal term of twenty-five (25) years, as applicable, in which case this Agreement shall extend in accordance with such written request if such written request is accepted by the other Contracting Party. In the event of any expansion of the District pursuant to Section 6 herein, the Agreement shall begin a new Initial Term, followed by up to two Renewal Terms pursuant to the terms herein.

The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

The provision herein for the initial term and any extension of this Agreement recognizes that the accrual of benefits to the Contracting Parties resulting from this Agreement may take decades.

Section 5. Amendments to the Agreement Other than to Amend to Add Property; Termination.

The Contracting Parties may amend or modify the terms of this Agreement or terminate this Agreement at any time by mutual agreement. An amendment or modification to this Agreement shall not be effective or binding on the Contracting Parties unless the legislative authorities of both Contracting Parties pass the appropriate legislation agreeing to and authorizing the amendment to this Agreement within ninety (90) days of each other.

This Agreement may only be terminated pursuant to its terms in accordance with this Section. If the Contracting Parties mutually agree to terminate this Agreement, such agreement to terminate must provide for the unwinding of this Agreement and must be approved by the legislative authorities of both Contracting Parties within ninety (90) days of each other. Upon termination of this Agreement, the City shall keep and maintain the records of the District in accordance with the City's records retention policy.

If any portion of this Agreement becomes null and void or illegal, or the performance of any provision of this Agreement becomes impossible, through any subsequent change, amendment or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Agreement to bring the Agreement into compliance with then applicable statutory provisions or case law and to maintain the intent of the Contracting Parties under this Agreement and/or to rebalance the equities between the Contracting Parties consistent with the intent of this Agreement.

In the event that the Contracting Parties are unable to reach a new agreement that is authorized and approved by the legislative authorities of both Contracting Parties, then the Contracting Parties may either mutually agree to terminate this Agreement in accordance with the provisions of the next paragraph, or either Contracting Party may apply to a court of competent jurisdiction to interpret the contract consistent with then applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with then applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement.

Section 6. Addition of Property to the District.

Subject to any applicable provisions of the ORC now existing or hereafter adopted, this Agreement, including exhibits hereto, may be amended from time to time to add property to the District. Property may be added to the District upon the filing with either Contracting Party of a request by the majority of the owners of the property to be added to the District and a majority of the owners of the businesses to be added to the District. Upon agreement of both Contracting Parties, the Agreement, including Exhibits A, B, and C hereto, shall be amended to add such property to the territory of the District pursuant to the request of the majority of the owners of that property and a majority of the owners of those businesses. Property added to the District shall meet all of the requirements of Section 3 herein and ORC Section 715.72(E), and all procedures of ORC Section 715.72(L) shall be followed in connection with any such addition of property to the District. Property shall not be removed from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

A. The City shall:

i. Provide municipal water and sewer service to the District in accordance with all City policies, rules, and regulations.

ii. Collect, administer, enforce, and audit the JEDD income tax applicable in the District in accordance with this Agreement.

iii. Through its Finance Director, provide service as fiscal officer to the District, including administration and management of JEDD Board accounts.

iv. As provided in ORC Section 715.72(R), the City hereby agrees that, for so long as this Agreement is in effect, it shall not annex any real property within the District. To the extent not prohibited by law, the City shall not accept any such annexation within the District for so long as this Agreement is in effect.

B. The Township shall:

i. Provide the following services to the District: all usual and customary governmental services furnished by the Township to other unincorporated portions of the Township, including but not limited to maintenance and repair of dedicated and accepted Township roads, police and fire protection, and zoning.

ii. To the extent required by applicable law, be responsible for cooperating with the County with respect to the acceptance, dedication, and maintenance of all existing or future Township roads located within the District.

iii. Have the right to issue and reissue levies in all areas of the Township, including within the District.

C. The Contracting Parties shall:

i. promptly after the first meeting of the JEDD Board, contribute Two Thousand Dollars ($2,000), each, to the JEDD for the purposes of establishing an operating reserve account; and, in each subsequent year thereafter until the first year after Total Revenues in one year equals or exceeds Ten Thousand Dollars ($10,000), contribute One Thousand Dollars ($1,000), each, to the JEDD; provided that, the Contracting Parties shall be required to make the One Thousand Dollar ($1,000) contribution in any year following a year in which Total Revenues do not equal or exceed Ten Thousand Dollars ($10,000).

ii. jointly cooperate in carrying out the economic development plan for the District attached hereto as Exhibit A.

iii. collaborate through the District with respect to capital improvements in the event that the Contracting Parties determine that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District including, but not limited to, and solely upon written joint agreement of both Contracting Parties, paying costs of infrastructure improvements within or otherwise benefitting the District; which infrastructure improvements may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting non-residential development within the District, the Cooperative District, as defined in the Cooperative Development Agreement or, upon the written joint agreement of both Contracting Parties, otherwise benefitting the District, but which infrastructure improvements, except as explicitly provided in the immediately following sentence herein, shall not include ordinary maintenance or repairs (collectively, the "Infrastructure Improvements"). During any fiscal year of the JEDD beginning on or after the twentieth

anniversary of the effective date of the JEDD Agreement, the Board may determine through its annual budget to reallocate up to twenty (20) percent of income tax revenue assigned to costs of Infrastructure Improvements for costs of resurfacing or otherwise maintaining roadways within the JEDD District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.

iv. upon approval of the Contracting Parties, pay equal shares of any District administrative costs in excess of income tax revenue received by the JEDD Board each year.

v. take all steps reasonably necessary to secure any amendments to the Union County-Marysville Water/Sewer Service Agreement as may be necessary to support the District.

vi. comply with the Union County Economic Development Incentive Policy (the "EDIP") to the extent adopted by the Township and, pursuant to ORC Section 715.72(U), obtain the express written consent of the other Contracting Party prior to granting any tax exemption for any real property located in the District. The foregoing limitation shall apply solely to tax exemptions set forth in ORC Section 715.72(U), which include exemptions established pursuant to ORC Chapter 1728 and ORC Sections 3735.67, 5709.62, 5709.63, and 5709.632, as applicable.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board shall consist of five members appointed as set forth in ORC Section 715.72(P).

A. The initial City member of the Board shall be the City Manager of the City, or a designee of the City Manager.

B. The initial Township member of the Board shall be a member of the Board of Township Trustees. Subject to any applicable restrictions in ORC Section 715.72(P), all future Township members of the Board shall be appointed by a majority vote of the Board of Township Trustees and shall serve at the pleasure of the Board of Township Trustees.

C. One member of the Board shall be a business owner or represent the business owners operating in the JEDD District, when applicable, and shall be appointed by the Township member described in Section 3(b)(ii).

D. One member of the Board shall be a representative of employees working in the JEDD District, when applicable, and shall be appointed by the City member described in Section 3(b)(i).

E. The fifth member of the Board shall be the Union County Engineer.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall have the following officers (hereinafter, the "Officers"): a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The Chairperson shall be the Board Member specified in ORC Section 715.72(P)(1)(e). The Board shall elect the Vice-Chairperson, who shall be a Board Member. The Treasurer of the Board shall be the Finance Director of the City. The Board shall elect the Secretary, provided that the Secretary is not required to be a Board Member. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Board may employ such additional personnel or professional services as may be necessary to assist the Board or the Officers in the performance of their duties.

Section 9. Power, Duties, and Functions of Board.

The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. The Parties shall provide the Board with necessary meeting space. The City shall also provide any necessary clerical and administrative assistance that the Board may need from time to time, including telephone services and a mailing address.

If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. If the Board consists of three members, a minimum of two members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Agreement. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to ORC Section 715.72(P)(5), the Board is a public body for the purposes of ORC Section 121.22, the Ohio Public Meetings Act. All meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions of ORC Section 121.22 as amended from time to time.

The Vice-Chairperson shall act as Chairperson in the temporary absence of the Chairperson. The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Finance Director of the City, as Treasurer of the Board, shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping, and investing, or providing for the receipt, safekeeping, and investment of, funds of the Board and maintaining, and providing for the maintenance of, accurate

accounts of all receipts and expenditures. The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

All books, records, documentation and financial information belonging to the Board shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the JEDD shall, to the extent permitted by law, fully cooperative with the City or the Township in fulfilling any such request.

The Board, upon the recommendation of the Finance Director of the City, shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and the expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the long-term maintenance of the District and the distribution of income tax revenues in accordance with Section 10 herein.

The Board, on behalf of the District, shall:

A. establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Parties to this Agreement, which accounts shall be managed by the Finance Director of the City;

B. authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Agreement;

C. adopt a resolution to levy an income tax within the District in accordance with ORC Section 715.72(F) and Section 10 herein;

D. apply the JEDD Board Revenue, as defined in Section 10(D) herein, which equals sixty percent (60%) of Total Revenues, as follows: fifty-five percent (55%) of Total Revenues for costs of Infrastructure Improvements to be constructed or improved within the District or, upon joint determination by the City and the Township, otherwise directly benefitting the District; and (B) five percent (5%) of Total Revenues for (i) Board administrative expenses, according to the annual budget approved under Section 9 of this Agreement, including costs of marketing the District if so determined by the Board, and (ii) the balance after taking into account Board administrative expenses, for costs of Infrastructure Improvements.

E. use any other revenues of the District available to the Board to carry out the economic development plan for the District as the same may be modified from time to time by the Contracting Parties under Section 9 of this Agreement;

F. apply for, receive and accept from any federal agency, state agency or other person or entity grants for or in aid of the construction or operation of any District facility, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the benefit of the District and the purposes for which such grants, aid or contributions are made;

G. purchase liability insurance protecting the District, its Board or Officers against any liability and/or to purchase any necessary bonds to insure any Officer;

H. be authorized to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision or governmental entity as may be permitted by law, including but not limited to Union County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements that benefit of the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any economic development program, tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party;

I. be authorized to do all acts and things necessary or convenient to carry out the powers granted in ORC Section 715.72 or any successor provisions thereto; and

J. be authorized to do all acts and things necessary or convenient to carry out the powers granted in this Agreement.

The City and the Township agree that the JEDD Board may use any available revenues of the District to carry out the economic development plan for the District. The City and the Township may, from time to time, modify the economic development plan to better accomplish the public purposes of the District. Notwithstanding anything to the contrary herein, the City and the Township agree that the Board may determine to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision, including but not limited to the City, the Township, and Union County, to provide or facilitate the provision of public infrastructure improvements to benefit the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.

Section 10. Income Tax to be Levied in the District.

A. The Board at its initial meeting, which shall occur no later than 90 days after the effective date of this Agreement, shall adopt a resolution to levy a tax on income earned by persons working or residing within the District and based on net profits of businesses located in the District in accordance with ORC Section 715.72(F) (the "Income Tax Resolution"). The Board shall adopt subsequent Income Tax Resolutions as may be necessary to adjust the Employee/Resident Rate and the Business Rate, as defined herein, to equal the rate levied by the City from time to time. The Income Tax Resolution and any replacement thereof shall be effective until it is replaced by a subsequent Income Tax Resolution. Pursuant to ORC Section 715.72(F), all income tax collected from any business or entity within the District or any person working or residing within the District shall be subject to this Agreement and included in the total income tax revenue collected within the

District (collectively, the "Total Revenues"). The income tax shall go into effect as soon as legally permissible.

B. The Income Tax Resolution shall establish the income tax rate for employees working or residing in the District (the "Employee/Resident Rate"), which Employee/Resident Rate shall at all times during the term of this Agreement equal the rate levied in the City. As of the date of execution of this Agreement by the Contracting Parties, the City income tax rate is one and one half percent (1.5%). In each annual Income Tax Resolution, the Board shall adjust the Employee/Resident Rate as necessary so that it matches the rate of income taxation in the City.

C. The Income Tax Resolution also shall establish the income tax rate applicable to net profits of businesses located in the District (the "Business Rate"), which Business Rate shall at all times during the term of this Agreement equal the rate levied in the City. In each annual Income Tax Resolution, the Board shall adjust the Business Rate as necessary so that it matches the rate of income taxation in the City.

D. The Income Tax Resolution shall designate that: (i) sixty percent (60%) of the Total Revenues collected each year (the "JEDD Board Revenue") shall be paid to the JEDD Board pursuant to the terms hereof; (ii) twenty percent (20.0%) of Total Revenues collected each year shall be paid to the City pursuant to the terms hereof, which amount includes payment equal to three percent (3.0%) of Total Revenues to the City for its services administering the JEDD income tax, and which amount may be used by the City for any lawful purpose, including but not limited to expenses related to the District and its purposes; and (iii) twenty percent (20.0%) of Total Revenues collected each year shall be paid to the Township pursuant to the terms hereof to be used by the Township for any lawful purpose, including but not limited to expenses related to the District and its purposes.

E. The Board shall resolve that, pursuant to this Agreement, the City will collect, administer, and enforce the income tax within the District in accordance with this Agreement and the City's rules and regulations currently in effect and as may be amended from time to time regarding the collection, administration, and enforcement of income tax.

F. Pursuant to ORC Section 715.72(F)(5)(C), the Board shall enter into an agreement with the City (the "District Income Tax Collection and Distribution Agreement") as expeditiously as possible upon the District's creation to administer, collect and enforce the income tax on behalf of the District in accordance with this Agreement. The District Income Tax Collection and Distribution Agreement shall provide that the City is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District and that the City shall make an annual written report to be mailed to the Board and the Township within sixty (60) days of the end of the fiscal year detailing the receipt and distribution of the income tax of the District during the previous fiscal year.

G. The Board may establish procedures by which the income tax levied on employee wages earned within the District is to be collected from employees employed within the District or withheld by businesses located in the District, and the Board shall establish procedures by which the income tax on net profits of businesses located in the District is to be collected from one or more businesses located in the District. Such procedures may provide for the payment of withholding or estimated taxes by those employees or businesses and the reconciliation of income taxes paid on net profits of businesses between fiscal years.

Section 11. Defaults and Remedies.

A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party of the event of default and demand to cure the default. If the default is not cured within that time period, the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Agreement or for damages or both. This Agreement may not be terminated because of default under the Agreement by either Contracting Party unless termination occurs as provided for in Section 5 of this Agreement.

The Contracting Parties agree that the nature of the Agreement is unique and monetary damages are inadequate to fully compensate a non-defaulting Contracting Party. Accordingly, the Contracting Parties agree that specific performance is an appropriate and available remedy for a breach of contract action brought pursuant to this Agreement in addition to any other remedy available at law and equity. Both Contracting Parties also agree that because monetary damages are inadequate to fully compensate a non-defaulting Contracting Party, a non-defaulting Contracting Party has the right to seek an injunction or other equitable relief to prevent the continued breach of this Agreement by a defaulting Contracting Party.

Section 12. Support of Contract.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 13. Severability.

With the exception of Section 7 or Section 10 of this Agreement, if any other paragraph, provision or section of this Agreement is held to be illegal or invalid for any reason, then:

(i) that illegality or invalidity shall not affect the remainder of any other paragraph, provision or section, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein;

(ii) the illegality or invalidity of any paragraph, provision or section shall not affect any legality or applicability of any other paragraph, provision, or section of this Agreement; and

(iii) each paragraph, provision, or section of this Agreement shall be deemed to be effective, operative, made, assumed, entered into, or taken in the manner and to the full extent permitted by law.

If any paragraph, provision, or part thereof of Section 7 or Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 shall be applicable.

Section 14. Appropriation.

The financial obligations of the City and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under ORC Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the City and Township, respectively, under this Agreement shall, to the extent funds are then available, be under the continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

Section 15. Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, ORC Section 715.72 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District. A copy of ORC Section 715.72 in effect as of the date when the owners of property in the District and the owners of business in the District filed their respective petitions consenting to the formation of the District is attached hereto as Exhibit C. In the event that any of ORC Section 715.72 is amended or is supplemented by the enactment of one or more new sections of the ORC relating to joint economic development districts, the Contracting Parties shall follow the provisions of ORC Section 715.72 when the owners of property in the District and the owners of business filed their respective petitions consenting to the formation of the District, unless the Contracting Parties agree to amend this Agreement in accordance with Section 5 herein. If any amendment or subsequent enactment of one or more new sections of the ORC relating to joint economic development districts renders any

existing sections of ORC Sections 715.72 illegal or impossible, then the provisions of Section 6 of this Agreement shall apply.

Section 16. Miscellaneous.

Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to the City:
209 South Main Street
Marysville, Ohio 43040
Attn: Law Director

If to the Township:
9777 Industrial Parkway
Plain City, Ohio 43064
Attn: Fiscal Officer

With copy simultaneously sent or delivered to:
Peter N. Griggs
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

The captions and headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections herein.

This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

TOWNSHIP OF JEROME,
UNION COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF MARYSVILLE, OHIO

By: _____
City Manager

Approved as to form and correctness:

_____
Tim Aslaner, Director of Law

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Marysville, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement have been lawfully appropriated by the City Council of the City of Marysville, Ohio for such purpose and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
City of Marysville, Ohio

Dated: [9-6], 2022

TOWNSHIP'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jerome Township, Union County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jerome Township, Union County, Ohio for such purpose and are in the treasury of the Township 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
Jerome Township, Union County, Ohio

Dated: August 01, 2022

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

ECONOMIC DEVELOPMENT PLAN AND SCHEDULE FOR THE COLLECTION OF INCOME TAX

Introduction

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to set forth the economic development objectives of the City of Marysville-Jerome Township Joint Economic Development District (the "District"). This plan serves as a framework for the District's efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in Jerome Township (the "Township") and the City of Marysville (the "City") as well as throughout the region as a whole.

The District is comprised of unincorporated developable land located in growth priority development areas in the southeastern portion of Union County, Ohio, within Jerome Township, along US-33 (Ohio's 33 Smart Mobility Corridor), south of the City of Marysville. Land comprising the District is appropriately zoned for commercial, industrial, manufacturing, business, and similar uses, with the City providing municipal water and sewer services. The District is a collaborative approach between the Township and the City to support and implement the Southern Jerome Innovation area and the US 42 Growth area, each as identified and more fully described in the Union County Economic Development Strategy (2014).

The District is located along the northwestern outer-ring of the Columbus Region, at or near the border of Delaware, Franklin, Madison, and Union Counties. The District is an approximate 30-minute drive from downtown Columbus and has access to major metropolitan amenities. The Township was organized in 1821 and the City was platted in 1819. But most significant growth in the vicinity of the District has occurred during the last 40 years, led by the Honda Marysville Auto Plant's first manufactured Honda Accord in 1982. Union County has experienced rapid growth as a location of choice for new residents and businesses in the rapidly growing Columbus Region; during the period 2018 – 2019, Union County became the fastest growing county in Ohio. According to the Mid-Ohio Regional Planning Commission's insight2050 study (published in 2015 and regularly updated), Union County is expected to grow from approximately 58,000 population (2018) to more than 84,000 by 2050.

Goals

The District represents a collaborative approach to create and preserve jobs and employment opportunities throughout Union County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth, particularly growth that is anticipated to occur on developable land within the Township's boundaries.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

EXHIBIT A

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer;
- Electric;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

All income tax collected from any business or entity within the District or any person working or residing within the District will be included in the total income tax revenue collected within the District (collectively, the "Total Revenues"). Of such Total Revenues, the Board of Directors of the District (the "Board") will receive sixty percent (60%) each year (with such portion referred to as "JEDD Board Revenue"), the Township shall receive twenty percent (20%) each year, and the City shall receive twenty percent (20% each year). The Board will apply the JEDD Board Revenue to pay for new, expanded, or additional services, facilities, or improvements:

- Fifty-five percent (55%) for costs of public infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate

- Five (5%) for the Board's administrative expenses, including any marketing of the District as may be determined necessary by the Board, and any remaining balance to be directed to the costs of infrastructure improvements.

Schedule for the Collection of the Income Tax within the District

The District to be created pursuant to the provisions of the Agreement by and between the City and Township authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the District and the net profits of businesses located in the District at the same rate levied by the City, as that rate may be adjusted from time to time, for distribution as set forth within Section 10 of the Agreement.

EXHIBIT B

MAP OF TERRITORY TO BE INCLUDED IN
CITY OF MARYSVILLE-JEROME TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT

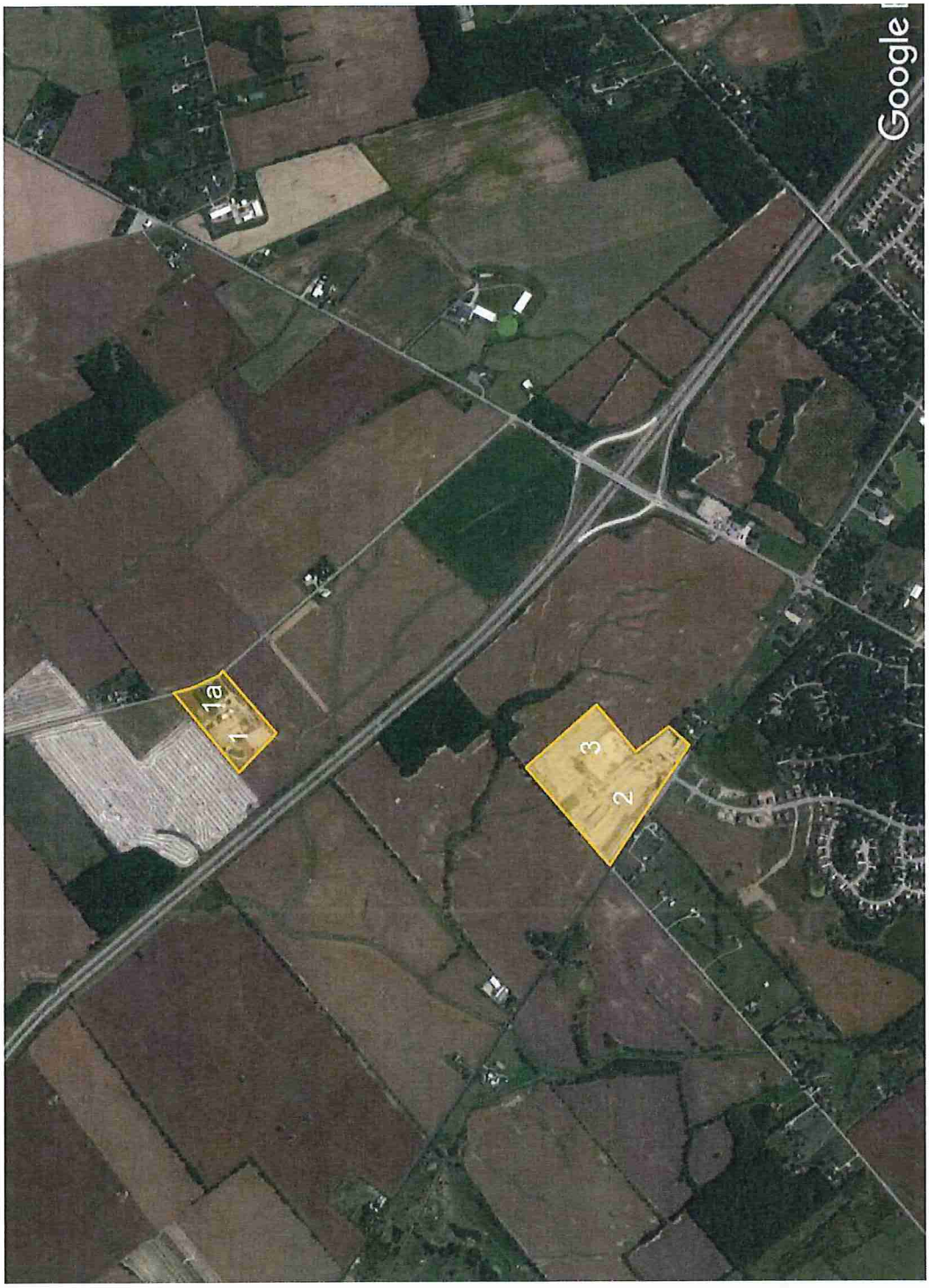


EXHIBIT B

The City of Marysville-Jerome Township Joint Economic Development District shall include the following parcels, as identified in the records of the County Auditor of Union County, Ohio as of [___], 2022:

Parcel Number
1400060110000
1400070610000
1400060190000

EXHIBIT C

OHIO REVISED CODE SECTION
715.72 EFFECTIVE AS OF DATE OF PETITION

(A) As used in this section:

(1) "Contracting parties" means one or more municipal corporations, one or more townships, and, under division (D) of this section, one or more counties that have entered into a contract under this section to create a joint economic development district.

(2) "District" means a joint economic development district created under this section.

(3) "Contract for utility services" means a contract under which a municipal corporation agrees to provide to a township or another municipal corporation water, sewer, electric, or other utility services necessary to the public health, safety, and welfare.

(4) "Business" means a sole proprietorship, a corporation for profit, a pass-through entity as defined in section 5733.04 of the Revised Code, the federal government, the state, the state's political subdivisions, a nonprofit organization, or a school district.

(5) "Owner" means a partner of a partnership, a member of a limited liability company, a majority shareholder of an S corporation, a person with a majority ownership interest in a pass-through entity, or any officer, employee, or agent with authority to make decisions legally binding upon a business.

(6) "Record owner" means the person or persons in whose name a parcel is listed on the tax list or exempt list compiled by the county auditor under section 319.28 or 5713.08 of the Revised Code.

(7) A business "operates within" a district if the net profits of the business or the income of employees of the business would be subject to an income tax levied within the district.

(8) An employee is "employed within" a district if any portion of the employee's income would be subject to an income tax levied within the district.

(9) "Mixed-use development" means a real estate project that tends to mitigate traffic and sprawl by integrating some combination of retail, office, residential, hotel, recreation, and other functions in a pedestrian-oriented environment that maximizes the use of available space by allowing members of the community to live, work, and play in one architecturally expressive area with multiple amenities.

(10) "Water or sewer service plan or agreement" means either of the following:

(a) A state water quality management plan adopted by the Ohio environmental protection agency or another authorized planning agency pursuant to 33 U.S.C. 1288 and 1313 that contemplates that a non-contracting municipal corporation will provide sanitary sewer disposal services to an area within a proposed joint economic development district;

(b) A binding agreement between a municipal corporation and a third-party water or sanitary sewer services provider, including another municipal corporation or other public or private provider, that provides that a non-contracting municipal corporation or another provider that is not a contracting party will provide water or sanitary sewer services to an area within a proposed joint economic development district.

(11) "Non-contracting municipal corporation" means a municipal corporation that is not a contracting party.

(B) This section provides alternative procedures and requirements to those set forth in sections 715.70 and 715.71 of the Revised Code for creating and operating a joint economic development district. This section applies to municipal corporations and townships that are located in the same county or in adjacent counties.

(C) One or more municipal corporations, one or more townships, and, under division (D) of this section, one or more counties may enter into a contract pursuant to which they designate one or more areas as a joint economic development district for the purpose of facilitating economic development and redevelopment, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people in this state and in the area of the contracting parties.

(1) Except as otherwise provided in division (C)(2) of this section, the territory of each of the contracting parties shall be contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township, municipal corporation, or county that is contiguous to another contracting party, even if the intervening township or municipal corporation is not a contracting party.

(2) Contracting parties that have entered into a contract under section 715.70 or 715.71 of the Revised Code creating a joint economic development district prior to November 15, 1995, may enter into a contract under this section even if the territory of each of the contracting parties is not contiguous to the territory of at least one other contracting party, or contiguous to the territory of a township or municipal corporation that is contiguous to another contracting party as otherwise required under division (C)(1) of this section. The contract and district shall meet the requirements of this section.

(D) If, on or after December 30, 2008, but on or before June 30, 2009, one or more municipal corporations and one or more townships enter into a contract or amend an existing contract under this section, one or more counties in which all of those municipal corporations or townships are located also may enter into the contract as a contracting party or parties.

(E)(1) The area or areas to be included in a joint economic development district shall meet all of the following criteria:

(a) The area or areas shall be located within the territory of one or more of the contracting parties and may consist of all of the territory of any or all of the contracting parties.

(b) No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.

(c) The area or areas shall not include any parcel of land owned in fee by or leased to a municipal corporation or township, unless the municipal corporation or township is a contracting party or has given its consent to have the parcel of land included in the district by the adoption of an ordinance or resolution.

(d) The area or areas shall not include any parcel of land excluded pursuant to division (J)(2) of this section.

(2) The contracting parties may designate excluded parcels within the boundaries of the joint economic development district. Excluded parcels are not part of the district and persons employed or residing on such parcels shall not be subject to any income tax imposed within the district under division (F)(5) of this section.

(F)(1) The contract creating a joint economic development district shall provide for the amount or nature of the contribution of each contracting party to the development and operation of the district and may provide for the sharing of the costs of the operation of and improvements for the district. The contributions may be in any form to which the contracting parties agree and may include, but are not limited to, the provision of services, money, real or personal property, facilities, or equipment.

(2) The contract may provide for the contracting parties to share revenue from taxes levied by one or more of the contracting parties if those revenues may lawfully be applied to that purpose under the legislation by which those taxes are levied.

(3) The contract shall include an economic development plan for the district that consists of a schedule for the provision of new, expanded, or additional services, facilities, or improvements. The contract may provide for expanded or additional capacity for or other enhancement of existing services, facilities, or improvements.

(4) The contract shall enumerate the specific powers, duties, and functions of the board of directors of the district described under division (P) of this section and shall designate procedures consistent with that division for appointing members to the board. The contract shall enumerate rules to govern the board in carrying out its business under this section.

(5)(a) The contract may grant to the board the power to adopt a resolution to levy an income tax within the entire district or within portions of the district designated by the contract. The income tax shall be used to carry out the economic development plan for the district or the portion of the district in which the tax is levied and for any other lawful purpose of the contracting parties pursuant to the contract, including the provision of utility services by one or more of the contracting parties.

(b) An income tax levied under this section shall be based on both the income earned by persons employed or residing within the district and the net profit of businesses operating within the district.

Except as provided in this section, the income tax levied within the district is subject to Chapter 718. of the Revised Code, except that no vote shall be required. The rate of the income tax shall be no higher than the highest rate being levied by a municipal corporation that is a contracting party.

(c) If the board adopts a resolution to levy an income tax, it shall enter into an agreement with a municipal corporation that is a contracting party to administer, collect, and enforce the income tax on behalf of the district.

(d) A resolution levying an income tax under this section shall require the contracting parties to annually set aside a percentage, to be stated in the resolution, of the amount of the income tax collected for the long-term maintenance of the district.

(e) An income tax levied under this section shall apply in the district or the portion of the district in which the contract authorizes an income tax throughout the term of the contract creating the district. The tax shall not apply to any persons employed or residing on a parcel excluded from the district under division (E)(2) of this section.

(6) If there is unincorporated territory in the district, the contract shall specify that restrictions on annexation proceedings under division (R) of this section apply to such unincorporated territory. The contract may prohibit proceedings under Chapter 709. of the Revised Code proposing the annexation to, merger of, or consolidation with a municipal corporation that is a contracting party of any unincorporated territory within a township that is a contracting party during the term of the contract regardless of whether that territory is located within the district.

(7) The contract may designate property as a community entertainment district, or may be amended to designate property as a community entertainment district, as prescribed in division (D) of section 4301.80 of the Revised Code. A contract or amendment designating a community entertainment district shall include all information and documentation described in divisions (B)(1) to (6) of section 4301.80 of the Revised Code. The public notice required under division (I) of this section shall specify that the contract designates a community entertainment district and describe the location of that district. Except as provided in division (F) of section 4301.80 of the Revised Code, an area designated as a community entertainment district under a joint economic development district contract shall not lose its designation even if the contract is canceled or terminated.

(8) If any part of the district is located either within one-half of one mile of a non-contracting municipal corporation or within an area covered by or subject to a water or sewer service plan or agreement, the contract shall include all of the following:

(a) A preliminary estimate of the costs of providing public utility services, facilities, and improvements to the district, prepared by a professional engineer;

(b) An analysis of the anticipated sources for funding the costs of the public utilities infrastructure needed to serve the district and a projection of when such funds will be available and when such costs are likely to be incurred;

(c) Evidence or estimates indicating that the construction of the public utility infrastructure needed to serve at least some portion of the district will be completed within five years after the creation of the district.

(G) The contract creating a joint economic development district shall continue in existence throughout its term and shall be binding on the contracting parties and on any parties succeeding to the contracting parties, whether by annexation, merger, or consolidation. Except as provided in division (H) of this section, the contract may be amended, renewed, or terminated with the approval of the contracting parties or any parties succeeding to the contracting parties. If the contract is amended to add or remove an area to or from an existing district, the amendment shall be adopted in the manner prescribed under division (L) of this section.

(H) If two or more contracting parties previously have entered into a separate contract for utility services, then amendment, renewal, or termination of the separate contract for utility services shall not constitute any part of the consideration for the contract creating a joint economic development district. A contract creating a joint economic development district shall be rebuttably presumed to violate this division if it is entered into within two years prior or five years subsequent to the amendment, renewal, or termination of a separate contract for utility services that two or more contracting parties previously have entered into. The presumption stated in this division may be rebutted by clear and convincing evidence of both of the following:

(1) That other substantial consideration existed to support the contract creating a joint economic development district;

(2) That the contracting parties entered into the contract creating a joint economic development district freely and without duress or coercion related to the amendment, renewal, or termination of the separate contract for utility services.

A contract creating a joint economic development district that violates this division is void and unenforceable.

(I)(1) Before the legislative authority of any of the contracting parties adopts an ordinance or resolution approving a contract to create a district, the legislative authority of each of the contracting parties shall hold a public hearing concerning the contract and district. Each legislative authority shall provide at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the municipal corporation, township, or county, as applicable. During the thirty-day period prior to the public hearing and until the date that an ordinance or resolution is adopted under division (K) of this section to approve the joint economic development district contract, all of the following documents shall be available for public inspection in the office of the clerk of the legislative authority of a municipal corporation

and county that is a contracting party and in the office of the fiscal officer of a township that is a contracting party:

(a) A copy of the contract creating the district, including the economic development plan for the district and the schedule for the provision of new, expanded, or additional services, facilities, or improvements described in division (F)(3) of this section;

(b) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas, and the parcel number, provided for under section 319.28 of the Revised Code, of any parcel located within the boundaries of the joint economic development district and excluded from the district under division (E)(2) of this section;

(c) If the contract authorizes the board of directors of the district to adopt a resolution to levy an income tax within the district or within portions of the district, a schedule for the collection of the tax.

(2) At least thirty days before the first public hearing is to be held by one or more legislative authorities on a proposed district, notice shall be sent in writing to each non-contracting municipal corporation that is located within one-half of one mile of the proposed district or that is identified in a water or sewer service plan or agreement as a future provider of water or sewer services to all or part of the proposed district.

(3) A public hearing held under this division shall allow for public comment and recommendations on the contract and district. The contracting parties may include in the contract any of those recommendations prior to approval of the contract.

(J)(1) Before any of the contracting parties approves a contract under division (K) of this section, the contracting parties shall circulate one or more petitions to record owners of real property located within the proposed joint economic development district and owners of businesses operating within the proposed district. The petitions shall state that all of the documents described in divisions (I)(1)(a) to (c) of this section are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The petitions shall clearly indicate that, by signing the petition, the record owner or owner consents to the proposed joint economic development district.

A contracting party may send written notice of the petitions by certified mail with return receipt requested to the last known mailing addresses of any or all of the record owners of real property located within the proposed district or the owners of businesses operating within the proposed district. The contracting parties shall equally share the costs of complying with this division.

(2) If any portion of property located within the proposed joint economic development district is also either located within one-half of one mile of a non-contracting municipal corporation or covered by or subject to a water or sewer service plan or agreement under which a non-contracting municipal corporation is identified as a future provider of water or sewer services to

all or part of the proposed district, then that property and any property contiguous to that property if owned by the same person shall be excluded from the joint economic development district unless the owner of the property signs the petition.

(K)(1) After the public hearings required under division (I) of this section have been held and the petitions described in division (J) of this section have been signed by the majority of the record owners of real property located within the proposed joint economic development district and by a majority of the owners of businesses, if any, operating within the proposed district, each contracting party may adopt an ordinance or resolution approving the contract to create a joint economic development district. Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving the district contract, each contracting party shall give notice of the proposed district to all of the following:

(a) Each record owner of real property to be included in the district and in the territory of that contracting party who did not sign the petitions described in division (J) of this section;

(b) An owner of each business operating within the district and in the territory of that contracting party no owner of which signed the petitions described in division (J) of this section.

(2) Such notices shall be given by certified mail and shall specify that the property or business is located within an area to be included in the district and that all of the documents described in divisions (I)(1)(a) to (c) of this section are available for public inspection in the office of the clerk of the legislative authority of each municipal corporation and county that is a contracting party or the office of the fiscal officer of each township that is a contracting party. The contracting parties shall equally share the costs of complying with division (K) of this section.

(L)(1) The contracting parties may amend the joint economic development district contract to add any area that was not originally included in the district if the area satisfies the criteria prescribed under division (E) of this section. The contracting parties may also amend the district contract to remove any area originally included in the district or exclude one or more parcels located within the district pursuant to division (E)(2) of this section.

(2) An amendment adding an area to a district, removing an area from the district, or excluding one or more parcels from the district may be approved only by a resolution or ordinance adopted by each of the contracting parties. The contracting parties shall conduct public hearings on the amendment and provide notice in the manner required under division (I) of this section for original contracts. The contracting parties shall make available for public inspection a copy of the amendment, a description of the area to be added, removed, or excluded to or from the district, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

(3) Before adopting a resolution or ordinance approving the addition of an area to the district, the contracting parties shall circulate petitions to the record owners of real property located within the proposed addition to the district and owners of businesses operating within the proposed addition to the district in the same manner required under division (J) of this section for original contracts. The contracting parties may notify such record owners of real property and owners of

businesses that the petitions are available for signing in the same manner provided by that division. The contracting parties shall equally share the costs of complying with this division.

(4) The contracting parties to a joint economic development district may vote to approve an amendment to the district contract under this division after the public hearings required under division (L)(2) of this section are completed and, if the amendment adds an area or areas to the district, the petitions required under division (L)(3) of this section have been signed by the majority of record owners of real property located within the area or areas added to the district and by a majority of the owners of businesses, if any, operating within the proposed addition to the district.

(5) Not later than ten days after all of the contracting parties have adopted ordinances or resolutions approving an amendment adding one or more areas to the district, each contracting party shall give notice of the addition to all of the following:

(a) Each record owner of real property to be included in the addition to the district and in the territory of that contracting party who did not sign the petitions described in division (L)(3) of this section;

(b) An owner of each business operating within the addition to the district and in the territory of that contracting party no owner of which signed the petitions described in division (L)(3) of this section.

The contracting parties shall equally share the costs of complying with division (L)(5) of this section.

(M)(1) A board of township trustees that is a party to a contract creating a joint economic development district may choose not to submit its resolution approving the contract to the electors of the township if all of the following conditions are satisfied:

(a) The resolution has been approved by a unanimous vote of the members of the board of township trustees or, if a county is one of the contracting parties under division (D) of this section, the resolution has been approved by a majority vote of the members of the board of township trustees;

(b) The contracting parties have circulated petitions as required under division (J) of this section and obtained the signatures required under division (L) of this section;

(c) The territory to be included in the proposed district is zoned in a manner appropriate to the function of the district.

(2) If the board of township trustees has not invoked its authority under division (M)(1) of this section, the board, at least ninety days before the date of the election, shall file its resolution approving the district contract with the board of elections for submission to the electors of the township for approval at the next succeeding general, primary, or special election.

(3) Any contract creating a district in which a board of township trustees is a party shall provide that the contract is not effective before the thirty-first day after its approval, including approval by the electors of the township if required by this section.

(4) If the board of township trustees invokes its authority under division (M)(1) of this section and does not submit the district contract to the electors for approval, the resolution of the board of township trustees approving the contract is subject to a referendum of the electors of the township when requested through a petition. When signed by ten per cent of the number of electors in the township who voted for the office of governor at the most recent general election, a referendum petition asking that the resolution be submitted to the electors of the township may be presented to the board of township trustees. Such a petition shall be presented within thirty days after the board of township trustees adopts the resolution approving the district contract. The board of township trustees shall, not later than four p.m. of the tenth day after receipt of the petition, certify the text of the resolution to the board of elections. The board of elections shall submit the resolution to the electors of the township for their approval or rejection at the next general, primary, or special election occurring at least ninety days after certification of the resolution.

(N) The ballot respecting a resolution to create a district or a referendum of such a resolution shall be in the following form:

"Shall the resolution of the board of township trustees approving the contract with ..... (here insert name of every other contracting party) for the creation of a joint economic development district be approved?

FOR THE RESOLUTION AND CONTRACT

AGAINST THE RESOLUTION AND CONTRACT"

If a majority of the electors of the township voting on the issue vote for the resolution and contract, the resolution shall become effective immediately and the contract shall go into effect on the thirty-first day after the election or thereafter in accordance with terms of the contract.

(O) Upon the creation of a district under this section, one of the contracting parties shall file a copy of each of the following documents with the director of development:

(1) All of the documents described in divisions (I)(1)(a) to (c) of this section;

(2) Certified copies of the ordinances and resolutions of the contracting parties relating to the contract and district;

(3) Documentation from each contracting party that the public hearings required by division (I) of this section have been held, the date of the hearings, and evidence that notice of the hearings was published as required by that division;

(4) A copy of the signed petitions required under divisions (J) and (K) of this section.

(P) A board of directors shall govern each district created under this section.

(1) If there are businesses operating and persons employed within the district, the board shall be composed of the following members:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the owners of businesses operating within the district;

(d) One member representing the persons employed within the district;

(e) One member representing the counties that are contracting parties, or, if no contracting party is a county, one member selected by the members described in divisions (P)(1)(a) to (d) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(1)(a) of this section shall serve a term of one year; the member described in division (P)(1)(b) of this section shall serve a term of two years; the member described in division (P)(1)(c) of this section shall serve a term of three years; and the members described in divisions (P)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (P)(1)(e) of this section shall serve as chairperson of the board described under division (P)(1) of this section.

(2) If there are no businesses operating or persons employed within the district, the board shall be composed of the following members:

(a) One member representing the municipal corporations that are contracting parties;

(b) One member representing the townships that are contracting parties;

(c) One member representing the counties that are contracting parties, or if no contracting party is a county, one member selected by the members described in divisions (P)(2)(a) and (b) of this section.

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(2)(a) of this section shall serve a term of one year; the member described in division (P)(2)(b) of this section shall serve a term of two years; and the member described in division (P)(2)(c) of this section shall serve a

term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

The member described in division (P)(2)(c) of this section shall serve as chairperson of a board described under division (P)(2) of this section.

(3) A board described under division (P)(1) or (2) of this section has no powers except as described in this section and in the contract creating the district.

(4) Membership on the board of directors of a joint economic development district created under this section is not the holding of a public office or employment within the meaning of any section of the Revised Code prohibiting the holding of other public office or employment. Membership on such a board is not a direct or indirect interest in a contract or expenditure of money by a municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law to the contrary, no member of a board of directors of a joint economic development district shall forfeit or be disqualified from holding any public office or employment by reason of membership on the board.

(5) The board of directors of a joint economic development district is a public body for the purposes of section 121.22 of the Revised Code. Chapter 2744. of the Revised Code applies to such a board and the district.

(Q)(1) On or before the date occurring six months after the effective date of the district contract, an owner of a business operating within the district may, on behalf of the business and its employees, file a complaint with the court of common pleas of the county in which the majority of the territory of the district is located requesting exemption from any income tax imposed by the board of directors of the district under division (F)(5) of this section if all of the following apply:

(a) The business operated within an unincorporated area of the district before the effective date of the district contract;

(b) No owner of the business signed a petition described in division (J) of this section;

(c) Neither the business nor its employees has derived or will derive any material benefit from the new, expanded, or additional services, facilities, or improvements described in the economic development plan for the district, or the material benefit that has, or will be, derived is negligible in comparison to the income tax revenue generated from the net profits of the business and the income of employees of the business.

The legislative authority of each contracting party shall be made a party to the proceedings and the business owner filing the complaint shall serve notice of the complaint by certified mail to each such contracting party. The court shall not accept any complaint filed more than six months after the effective date of the district contract.

(2) Any or all of the contracting parties may submit a written answer to the complaint submitted under division (Q)(1) of this section to the court within thirty days after notice of the complaint was served upon them. Such a contracting party shall submit to the court, along with the answer, documentation sufficient to prove that the contracting party sent copies of the answer to the owner of the business who filed the complaint.

(3) The court shall review each complaint submitted by a business owner under division (Q)(1) of this section and each answer submitted by a contracting party under division (Q)(2) of this section. The court may make a determination on the record and the evidence thus submitted, or it may conduct a hearing and request the presence of the business owner and the contracting parties to present evidence relevant to the complaint. The court shall make a determination on the complaint not sooner than thirty days but not later than sixty days after the complaint is filed by the business owner. The court may make a determination more than sixty days after the complaint is filed if the business owner and all contracting parties to the district consent.

(4) The court shall grant the exemption requested in the complaint if all of the criteria described in divisions (Q)(1)(a) to (c) of this section are met.

(5) If all the criteria described in divisions (Q)(1)(a) to (c) of this section are not met, the court shall deny the complaint and the exemption.

(6) The court shall send notice of the determination with respect to the complaint to the owner of the business and each contracting party. If the court grants the exemption, the net profits of the business from operations within the district and the income of its employees from employment within the district are exempt from any income tax imposed by the board of directors of the district. If the court denies the exemption, the net profits of the business and the income of its employees shall be taxed according to the terms of the district contract and any taxes, penalties, and interest accrued before the date of the court's determination shall be paid in full. In addition, no owner of the business may submit another complaint under division (Q)(1) of this section for the same district contract. The court's determination on a complaint filed under division (Q) of this section is final.

(7) Chapter 2506. of the Revised Code does not apply to the proceedings described in division (Q) of this section.

(R)(1) No proceeding pursuant to Chapter 709. of the Revised Code that proposes the annexation to, merger of, or consolidation with a municipal corporation of any unincorporated territory within a joint economic development district may be commenced at any time between the effective date of the contract creating the district and the date the contract expires, terminates, or is otherwise rendered unenforceable. This division does not apply if each board of township trustees whose territory is included within the district and whose territory is proposed to be annexed, merged, or consolidated adopts a resolution consenting to the commencement of the proceeding. Each such board of township trustees shall file a copy of the resolution with the clerk of the legislative authority of each county within which a contracting party is located.

(2) The contract creating a joint economic development district may prohibit any annexation proceeding by a contracting municipal corporation of any unincorporated territory within the district or zone beyond the period described in division (R)(1) of this section.

(3) No contracting party is divested or relieved of its rights or obligations under the contract creating a joint economic development district because of annexation, merger, or consolidation.

(S) Contracting parties may enter into agreements pursuant to the contract creating a joint economic development district with respect to the substance and administration of zoning and other land use regulations, building codes, permanent public improvements, and other regulatory and proprietary matters determined to be for a public purpose. No contract, however, shall exempt the territory within the district from the procedures of land use regulation applicable pursuant to municipal corporation, township, and county regulations, including, but not limited to, zoning procedures.

(T) The powers granted under this section are in addition to and not in the derogation of all other powers possessed by or granted to municipal corporations, townships, and counties pursuant to law.

(1) When exercising a power or performing a function or duty under a contract entered into under this section, a municipal corporation may exercise all the powers of a municipal corporation, and may perform all the functions and duties of a municipal corporation, within the district, pursuant to and to the extent consistent with the contract.

(2) When exercising a power or performing a function or duty under a contract entered into under division (D) of this section, a county may exercise all of the powers of a county, and may perform all the functions and duties of a county, within the district pursuant to and to the extent consistent with the contract.

(3) When exercising a power or performing a function or duty under a contract entered into under this section, a township may exercise all the powers of a township, and may perform all the functions and duties of a township, within the district, pursuant to and to the extent consistent with the contract.

(U) No political subdivision shall grant any tax exemption under Chapter 1728. or section 3735.67, 5709.62, 5709.63, or 5709.632 of the Revised Code on any property located within the district without the consent of all the contracting parties. The prohibition against granting a tax exemption under this section does not apply to any exemption filed, pending, or approved before the effective date of the contract entered into under this section.

Last updated July 14, 2021 at 4:12 PM

Available Versions of this Section
December 30, 2008 – Senate Bill 129 - 127th General Assembly [View December 30, 2008 Version]

EXHIBIT C

September 13, 2016 – Amended by House Bill 182 - 131st General Assembly [View September 13, 2016 Version]
September 30, 2021 – Amended by House Bill 110 - 134th General Assembly [View September 30, 2021 Version]

EXHIBIT B

DEPICTION OF JEDD EXPANSION
(attached hereto)

Union County, Ohio Parcel Number 1700310390030, zoned Planned Development District (PD) (including any subsequent combinations and/or subdivision of such current parcel).

[To add parcel number and legal description of property to be added]

[To be attached]

Parcel Description
21.008 Acres
East of Hyland-Croy Road
South of Weldon Road

Situated in the State of Ohio, County of Union, Township of Jerome, and being part of Virginia Military Survey No. 6420 and containing 21.008 acres, said 21.008 acres being part of that original 21.887 acre tract of land conveyed to John L. Wirchanski (a.k.a. John L. Wirchainski) in Deed Book 298, Page 339 as Tract I, said 21.008 acres more particularly described as follows;

Beginning for Reference, at a mag nail set on the northeasterly corner of a 2.173 acre tract of land conveyed to Union County Board of Commissioners in I.N. 202311160008425 as Parcel 14-WD, and being on the centerline intersection of Weldon Road (T.R. 4)(R/W Varies) and Hyland-Croy Road (C.R. 2)(R/W Varies);

Thence **S 84° 54' 56" W**, with the north line of said Parcel 14-WD, the centerline of said Weldon Road (T.R. 4)(R/W Varies) and across the right-of-way of said Hyland-Croy Road (C.R. 2)(R/W Varies), **50.01 feet** to a mag nail set on the northeast corner of the residual of said Tract I, the northwesterly corner of said Parcel 14-WD, being on the centerline of said Weldon Road (T.R. 4)(R/W Varies), and being the **True Point of Beginning;**

Thence **S 04° 14' 47" E**, with the east line of the residual of said Tract I, the west line of said Parcel 14-WD, and the westerly right-of-way line of Hyland-Croy Road (C.R. 2)(R/W Varies), **631.55 feet** to an iron pin set on the southeast corner of the residual of said Tract I, the northeast corner of the residual of a 32.623 acre tract of land also conveyed to John L. Wirchanski (a.k.a. John L. Wirchainski) in Deed Book 298, Page 339 as Tract II, being in the Gordon Tri-Valley Ditch, and being on the west line of said Parcel 14-WD and said westerly right-of-way line of Hyland-Croy Road (C.R. 2)(R/W Varies);

Thence with the common line of said Tract I and Tract II, and meandering along said ditch, the following five (5) courses and distances:

1. **S 80° 41' 58" W, 225.51 feet** to an iron pin set;
2. **S 61° 19' 28" W, 163.82 feet** to an iron pin set;
3. **S 85° 11' 34" W, 277.80 feet** to an iron pin set;
4. **N 85° 18' 57" W, 555.85 feet** to an iron pin set;
5. **N 61° 59' 04" W, 103.57 feet** to an iron pin set on the southwest corner of said Tract I, the northwest corner of said Tract II, and being on the east line of a 1.745 acre tract of land conveyed to the City of Dublin in O.R. 951, Pg. 470 as Tract 92-WL and the easterly right-of-way line of U.S. Route 33 (UNI-33-20.23/FRA-33-0.00);

Thence with the west line of said Tract I, the east line of said Tract 92-WL, and the easterly right-of-way line of said U.S. Route 33 (UNI-33-20.23/FRA-33-0.00), the following three (3) courses and distances:

1. **N 21° 43' 24" W, 55.13 feet** to a point (witness a 5/8" iron pin with a cap inscribed "Zande ODOT ROW", N=0.65', E=0.20');
2. **N 37° 32' 16" W, 52.19 feet** to a point (witness a 5/8" iron pin with an illegible cap, N=0.57', E=0.24');
3. **N 20° 50' 09" W, 482.67 feet** to a point (witness a 5/8" iron pin with an illegible cap, W=0.13') on the northwest corner of said Tract I, the northeast corner of said Tract 92-WL, and being on the centerline of said Weldon Road (T.R. 4)(Varies);

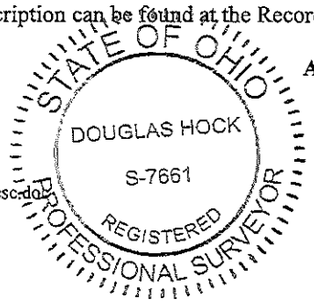
Thence **N 84° 54' 56" E**, with the north line of said Tract I and the centerline of said Weldon Road (T.R. 4)(Varies), **1471.44 feet** to the **True Point of Beginning**, containing 21.008 acres more or less and inclusive of the present right-of-way which occupies 0.674 acres more or less. Subject to all legal restrictions, easements and/or rights-of-way.

This description is based on existing records from the Union County Recorder's and Auditor's Office and an actual field survey by Advanced Civil Design, Inc. on March 25, 2024. A drawing of the above description is attached hereto and made a part thereof.

The basis of bearings is based on the Ohio State Coordinate System, North Zone, NAD83, NSRS 2011 as derived from GPS observation. A bearing of S 4°14'47" E was held for a portion of the westerly right-of-way line of Hyland-Croy Road.

All iron pins set are 5/8" diameter, 30" long rebar with a plastic cap in top inscribed "Advanced".

All references used in this description can be found at the Recorder's Office, Union County, Ohio.



ADVANCED CIVIL DESIGN, INC.

Douglas R. Hock, P.S. 7661

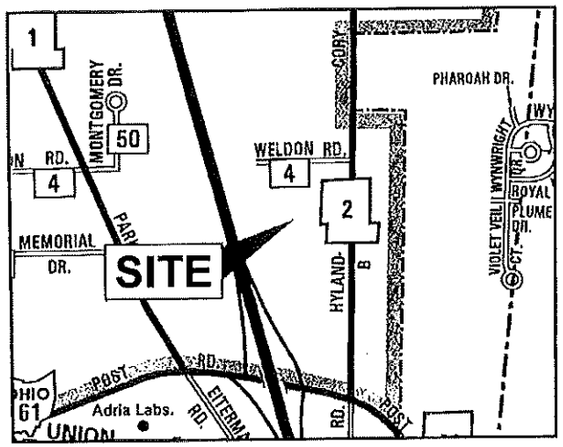
3/25/24
Date

Z:\23-0001-1408 21.008 ac lot split desc.doc

Parcel Exhibit
21.008 Acres

Jerome Township, Union County, Ohio
Virginia Military Survey No. 6420

Jerome Township
Zoning Inspector
APR 24 2024
APPROVED



LOCATION MAP
NO SCALE

LEGEND

- Iron Pin Found
- Iron Pipe Found
- M — Monument Found
- P.K. Nail Set
- Iron Pin Set

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

The basis of bearings is based on the Ohio State Coordinate System, North Zone, NAD83, NSRS 2011 as derived from GPS observation. A bearing of S 4°14'47" E was held for a portion of the westerly right-of-way line of Hyland-Croy Road.

All iron pins set are 5/8" diameter, 30" long rebar with plastic cap inscribed "Advanced".

This exhibit is based on existing records from the Union County Recorder's and Auditor's office and from a field survey completed in September 2023.

Jerome Grand at Jacquemin Farms
P.B. 6, Pages 31A - 31D

JEROME-GRAND DRIVE (60')

TPOB

50.01'
S84°54'56"W

RPOB

P.R.O. = 0.674 Ac.

WELDON ROAD (T.R. 4) (VARIES)

N84°54'56"E 1471.44'

5/8" IPF "Illegible" W=0.13'

3/4" IPF

R/W

HYLAND - CROY ROAD (C.R. 2) (R/W Varies)

S4°14'47"E 631.55'

U.S. ROUTE 33
UNI-33-20.23
FRA-33-0.00

State of Ohio
Parcel 85WL
D.B. 226, Pg. 248

N20°50'09"W 482.67'

City of Dublin
Tract 92-WL
1.745 Ac. (Deed)
O.R. 951, Pg. 470

John L. Wirchanski
(a.k.a. John L. Wirchainski)
Tract I
21.887 Ac. (Original)
D.B. 298, Pg. 339
21.008 Acres
(By Survey)

Union County Board of Commissioners
Parcel 14-WD
2.173 Ac.
I.N. 202311160008425

N37°32'16"W 52.19'

N21°43'24"W 55.13'

5/8" IPF Illegible N=0.57' E=0.24'

5/8" IPF "Zande ODOT ROW" N=0.65' E=0.20'

N61°59'04"W 103.57'

Proposed Lot Split Line along centerline of Tri-County Ditch

N85°18'57"W 555.85'

S85°11'34"W 277.80'

163.82'
S61°19'28"W

225.51'
S80°41'58"W

City of Dublin
Tract 92-WL
1.745 Ac. (Deed)
O.R. 951, Pg. 470

John L. Wirchanski
(a.k.a. John L. Wirchainski)
Tract II
32.623 Ac. (Original)
D.B. 298, Pg. 339

STATE OF OHIO
DOUGLAS HOCK
S-7661
REGISTERED
PROFESSIONAL SURVEYOR

ADVANCED CIVIL DESIGN, INC.

3/25/24
Douglas R. Hock Date
Reg. No. 7661

DRAWN BY: JRM	JOB NO.: 23-0001-1408
DATE: 3/25/2024	CHECKED BY: DRB

ADVANCED CIVIL DESIGN ENGINEERS
781 Science Boulevard ~ Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Z:\23-0001-1408\DWG\PRODUCTION DRAWINGS\SURVEY\23-0001-1408 21.008 ac lot split.dwg Page 1 Mar 25, 2024 - 1:03:44pm murray

EXHIBIT C
ECONOMIC DEVELOPMENT PLAN

ECONOMIC DEVELOPMENT PLAN AND SCHEDULE FOR THE COLLECTION OF INCOME TAX

Introduction

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to set forth the economic development objectives of the City of Marysville-Jerome Township Joint Economic Development District (the "District"). This plan serves as a framework for the District's efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in Jerome Township (the "Township") and the City of Marysville (the "City") as well as throughout the region as a whole.

The District is comprised of unincorporated developable land located in growth priority development areas in the southeastern portion of Union County, Ohio, within Jerome Township, along US-33 (Ohio's 33 Smart Mobility Corridor), south of the City of Marysville. Land comprising the District is appropriately zoned for commercial, industrial, manufacturing, business, and similar uses, with the City providing municipal water and sewer services. The District is a collaborative approach between the Township and the City to support and implement the Southern Jerome Innovation area and the US 42 Growth area, each as identified and more fully described in the Union County Economic Development Strategy (2014).

The District is located along the northwestern outer-ring of the Columbus Region, at or near the border of Delaware, Franklin, Madison, and Union Counties. The District is an approximate 30-minute drive from downtown Columbus and has access to major metropolitan amenities. The Township was organized in 1821 and the City was platted in 1819. But most significant growth in the vicinity of the District has occurred during the last 40 years, led by the Honda Marysville Auto Plant's first manufactured Honda Accord in 1982. Union County has experienced rapid growth as a location of choice for new residents and businesses in the rapidly growing Columbus Region; during the period 2018 – 2019, Union County became the fastest growing county in Ohio. According to the Mid-Ohio Regional Planning Commission's insight2050 study (published in 2015 and regularly updated), Union County is expected to grow from approximately 58,000 population (2018) to more than 84,000 by 2050.

Goals

The District represents a collaborative approach to create and preserve jobs and employment opportunities throughout Union County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth, particularly growth that is anticipated to occur on developable land within the Township's boundaries.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer;
- Electric;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

All income tax collected from any business or entity within the District or any person working or residing within the District will be included in the total income tax revenue collected within the District (collectively, the "Total Revenues"). Of such Total Revenues, the Board of Directors of the District (the "Board") will receive sixty percent (60%) each year (with such portion referred to as "JEDD Board Revenue"), the Township shall receive twenty percent (20%) each year, and the City shall receive twenty percent (20% each year). The Board will apply the JEDD Board Revenue to pay for new, expanded, or additional services, facilities, or improvements:

- Fifty-five percent (55%) for costs of public infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate

- Five (5%) for the Board's administrative expenses, including any marketing of the District as may be determined necessary by the Board, and any remaining balance to be directed to the costs of infrastructure improvements.

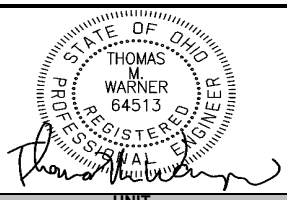
Schedule for the Collection of the Income Tax within the District

The District to be created pursuant to the provisions of the Agreement by and between the City and Township authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the District and the net profits of businesses located in the District

at the same rate levied by the City, as that rate may be adjusted from time to time, for distribution as set forth within Section 10 of the Agreement.

EXHIBIT D
MARYSVILLE-JEROME JEDD
KIA AMENDMENT

ADVANCED CIVIL DESIGN, INC.
ENGINEER'S COST ESTIMATE
HYLAND CROY COMMERCIAL
SITE CONSTRUCTION
JEROME TOWNSHIP, UNION COUNTY, OHIO
August 29, 2024



ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
SANITARY SEWER:					
		PHASE 1			
611	LUMP	SUM	EXISTING 12" SANITARY SEWER PIPE STUB TO BE REMOVED	$750.00	$750.00
611	1	EACH	CONNECTION TO EXISTING MANHOLE	$750.00	$750.00
611	9	EACH	SANITARY MANHOLE, TYPE "A" (STD DWG SAS-07)	$7,500.00	$67,500.00
611	706	LIN. FT.	10" SANITARY SEWER PIPE - SDR26 (8'-12')	$130.00	$91,780.00
611	446	LIN. FT.	10" SANITARY SEWER PIPE - SDR26 (12'-16')	$135.00	$60,210.00
611	300	LIN. FT.	10" SANITARY SEWER PIPE - SDR26 (16'-20')	$145.00	$43,500.00
611	273	LIN. FT.	12" SANITARY SEWER PIPE - SDR26 (12'-16')	$150.00	$40,950.00
611	395	LIN. FT.	12" SANITARY SEWER PIPE - SDR26 (16'-20')	$155.00	$61,225.00
611	5	EACH	10"x6" WYE FITTING	$310.00	$1,550.00
611	1	EACH	12"x6" WYE FITTING	$380.00	$380.00
611	258	LIN. FT.	6" SANITARY SERVICE LINE	$90.00	$23,220.00
611	6	LIN. FT.	6" SANITARY RISER	$24.00	$144.00
			SUB-TOTAL - SANITARY SEWER - PHASE 1 =		**$391,959.00**
		PHASE 2			
611	1	EACH	SANITARY MANHOLE, TYPE "A" (STD DWG SAS-07)	$7,500.00	$7,500.00
611	94	LIN. FT.	12" SANITARY SEWER PIPE - SDR26 (8'-12')	$145.00	$13,630.00
611	48	LIN. FT.	12" SANITARY SEWER PIPE - SDR26 (12'-16')	$150.00	$7,200.00
			SUB-TOTAL - SANITARY SEWER - PHASE 2 =		**$28,330.00**
PUBLIC WATER MAIN:					
638	1,177	LIN. FT.	12" WATER PIPE & APPURTENANCES (AWWA C909)	$110.00	$129,470.00
638	4	EACH	12" M.J. GATE VALVE WITH HEAVY DUTY BOX	$3,700.00	$14,800.00
638	2	EACH	12" M.J. GATE VALVE WITH STANDARD BOX	$3,600.00	$7,200.00
638	17	LIN. FT.	8" WATER PIPE & APPURTENANCES (AWWA C909)	$95.00	$1,615.00
638	1	EACH	8" M.J. GATE VALVE WITH STANDARD BOX	$1,800.00	$1,800.00
638	34	LIN. FT.	6" WATER PIPE & APPURTENANCES (AWWA C909) (HYDRANT LEADS)	$60.00	$2,040.00
638	5	EACH	6" M.J. GATE VALVE WITH STANDARD BOX	$1,600.00	$8,000.00
638	5	EACH	FIRE HYDRANT	$3,700.00	$18,500.00
			SUB-TOTAL - PUBLIC WATER MAIN =		**$183,425.00**
PRIVATE WATER SERVICE TO THE METER:					
638	1	EACH	CONNECTION TO SERVICE STUB	$650.00	$650.00
638	320	LIN. FT.	8" WATER PIPE & APPURTENANCES (AWWA C909)	$95.00	$30,400.00
638	11	LIN. FT.	3" WATER PIPE & APPURTENANCES (AWWA C909)	$35.00	$385.00
			SUBTOTAL PRIVATE WATER SERVICE TO THE METER=		**$31,435.00**

SUB-TOTALS:	
SUB-TOTAL - SANITARY SEWER - PHASE 1 =	$391,959.00
SUB-TOTAL - SANITARY SEWER - PHASE 2 =	$28,330.00
SUB-TOTAL - PUBLIC WATER MAIN =	$183,425.00
SUBTOTAL PRIVATE WATER SERVICE TO THE METER=	$31,435.00
TOTAL =	**$635,149.00**

Exclusions:
- MUNICIPAL REVIEW FEES
- ROCK EXCAVATION
- DEWATERING
- PRIVATE UTILITY EXTENSIONS
- INSPECTION FEES
- CONSTRUCTION STAKING

Zack Bordner
Mark Reams
Henk Berbee

ORDINANCE _____

TO AUTHORIZE SUPPLEMENTAL APPROPRIATIONS FOR VARIOUS PURPOSES AND TO AMEND THE 2025 ANNUAL OPERATING BUDGET

WHEREAS, the Finance Committee reviewed the supplemental appropriations as outlined below and recommended approval on April 28, 2025; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That the appropriations are to be increased, as follows:

Line Item	Description	Supplemental Amount	Reason
General Fund			
100190-546017	Transfer Out	$800,000.00	Purchases of Land
100190-546017	Transfer Out	$100,000.00	To Accrued Leave Fund
	TOTAL GENERAL FUND	**$900,000.00**	
Capital Fund			
439060-460434	Transfer In	$800,000.00	Purchases of Land
439400-557005	Land Acquisition	$800,000.00	Purchases of Land
Police Pension Fund			
211-131-544007	County Auditor Fees	$3,800.00	Did not appropriate enough to these this line item. It is an in and out so no GF money necessary
Fire Pension Fund			
212-132-544007	County Auditor Fees	$3,800.00	Did not appropriate enough to these this line item. It is an in and out so no GF money necessary

Accrued Leave Fund			
231060-460434	Transfer In	$100,000.00	More Accrued Leave expenses than expected
231200-521500	Accrued Leave Payout	$100,000.00	More Accrued Leave expenses than expected
Mun Court Prob Fine Fund			
244-200-521058	Workers Compensation	$500.00	Two FY being paid in 2025
Sanitation Fund			
505505-574028	Principal	$25,985.28	Richwood Installment Loan
505505-574029	Interest	$13,889.64	Richwood Installment Loan
505505-557001	Capital Improvement	$70,000.00	Emergency Vehicle Replacement
	TOTAL SANITATION FUND	**$109,874.92**	
Water Fund			
550550-546001	IT Technical Services	$125,000.00	Not all the amt in Cleargov went into budget
JEDD Fund			
981030-430405	Business & Corp IT	$50,000.00	
981030-430406	Employer Withheld IT	$100,000.00	
981981-532001	Materials & Supplies	$1,500.00	Expenses related to JEDD, was new fund in 2024 & didn't make 2025 Budget
981981-544014	Income Tax Contract Share	$150,000.00	Higher than expected collections
	TOTAL JEDD FUND	**$151,500.00**	
	TOTAL UNCLAIMED MONEYS FUND	***See following page***	

	GRAND TOTAL	***$2,124,474.92***	
	General Fund	**$900,000.00**	
	Special Revenue Funds	**$908,100.00**	
	Debt Service Fund	**$0.00**	
	Enterprise Funds	**$164,874.92**	
	Agency Funds	**$151,500.00**	

SECTION II. That the 2025 Annual Operating Budget of the City of Marysville be amended as identified above.

1st Reading: May 12, 2025

2nd Reading: May 27, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO SET COMPENSATION FOR CITY COUNCIL IN 2026 AND 2027

WHEREAS, per City Charter Section 2.04, City Council shall by Ordinance, establish the salaries of City Council; and

WHEREAS, Ordinance 35-19 and the Rules of Council establish that Council will assess its wages every two years; and

WHEREAS, the City Human Resources Department completed a study consisting of: An internally generated wage survey of comparable Ohio municipalities, a review of the 2024 Mid-Ohio Regional Planning Commission Wage Survey, and took into great consideration the Ohio Public Employees Retirement System (OPERS) Minimum Monthly Wage to establish OPERS full service credit; and

WHEREAS, that study resulted in a recommendation that was reviewed and approved by the City Manager and Finance Director; and

WHEREAS, study and proposed salaries were reviewed and discussed during a City Council Work Session on April 7, 2025; and

WHEREAS, Ordinance 15-17 specifies that in consideration of the additional duties expected of the President of Council as set forth in Section 5.01 of the City Charter and the Rules of Council, it is the desire of Council that the President of Council continue to earn 25% more; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Effective January 1, 2026, the annual salary for Council Members shall be $9,320.

SECTION II. Effective January 1, 2027, the annual salary for Council Members shall be 9,600, which shall remain in effect until modified by Ordinance pursuant to Section 2.04 of the City of Marysville Charter.

SECTION Ill. As a result of the expected duties and responsibilities, the President of Council shall receive an additional 25% compensation.

1st Reading: May 12, 2025

2nd Reading: May 27, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO SET COMPENSATION FOR THE CITY LAW DIRECTOR FROM 2026 - 2029

WHEREAS, per City Charter Section 2.04 City Council shall establish the salary for the elected position of the Law Director; and

WHEREAS, City Council needs to establish by ordinance the salary for the position for the upcoming term beginning January 1, 2026 and ending December 31, 2029, and said ordinance shall be effective on or before July 30, 2025; and

WHEREAS, the Human Resources Department has reviewed compensation for the City Law Director and has conducted a survey of the salaries of Law Directors for other Ohio cities with similar demographics; and

WHEREAS, the Director of Finance has reviewed the results of the survey, and together with the Human Resources Department, recommends the salaries for the upcoming term as set forth below; and

WHEREAS, the study and proposed salaries were reviewed and discussed during a City Council Work Session on April 7, 2025; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The annual salary for the Law Director of the City of Marysville for the term beginning January 1, 2026 and ending December 31, 2029 shall be as follows:

- 2026: $145,626
- 2027: $151,451
- 2028: $157,509
- 2029: $163,809

SECTION II. The position of Law Director shall be full time and he or she shall not be permitted to practice law outside of representing the City in accordance with the provisions of the City Charter and Ordinances.

1st Reading: May 12, 2025

2nd Reading: May 27, 2025

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

Terry Emery

ORDINANCE _____

TO ACCEPT THE ANNEXATION OF CERTAIN TERRITORY CONTAINING 306.96 ACRES IN PARIS AND DOVER TOWNSHIPS, UNION COUNTY TO THE CITY OF MARYSVILLE, OHIO, KNOWN AS MARYSVILLE EAST SECTION IV

WHEREAS, a petition for the annexation of 306.96 acres in Paris Township and Dover Townships, Union County, was duly filed with the Union County Board of County Commissioners; and

WHEREAS, the Board of County Commissioners granted the annexation petition on March 12, 2025; and

WHEREAS, pursuant to Section 709.033 of the Ohio Revised Code, the Board of County Commissioners certified the record of the proceeding in connection with the annexation to the Marysville Clerk of Council, who received it on March 12, 2025; and

WHEREAS, more than sixty (60) days from the date the Clerk of Council received the record of annexation proceedings have elapsed and the Clerk has laid the transcript, accompanying map, and petition before Council at its next regular session following the expiration of the sixty (60) days in accordance with the provisions of the Ohio Revised Code Section 709.04; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The proposed annexation of 306.96 acres in Paris and Dover Townships, as applied for in the petition by the petitioner's agent, Painter and Associates, described in the legal description, also shown on the map, and approved for annexation by the Board of County Commissioners of Union County, Ohio on March 12, 2025 be and the same is hereby accepted. The Petition, legal description, map and Union County Commissioners Resolution No. 25-098 approving the Petition are all attached as Exhibit A and incorporated herein.

SECTION II. The Marysville Clerk of Council shall be and is hereby authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and shall fill notice of this annexation

with the Board of Elections within thirty (30) days after it becomes effective and the Clerk shall do all others things required by law.

SECTION III. This Ordinance shall take effect and be in force at the earliest date permitted by law.

1st Reading: May 12, 2025

2nd Reading: _____

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

Note: Second Reading, Public Hearing tabled to June 9, 2025 on May 12, 2025.

EXHIBIT A

Steve Robinson, Commissioner, President
David A. Lawrence, Commissioner, Vice President
Tom McCarthy, Commissioner

William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/
Budget Officer
Mallory Lehman, Clerk to the Board

County Office Building
233 West Sixth Street
Marysville, Ohio 43040-1526
www.unioncountyohio.gov

Tel. 937-645-3012
Fax 937-645-3002
commissioners@unioncountyohio.gov

CERTIFICATION OF RECORD OF ANNEXATION PROCEEDINGS

In accordance with the Ohio Revised Code §709.023 and 709.033, 1) the Board of County Commissioners adopted Resolution No. 25-098, granting the Petition of Cougar State Farms, LP for Expedited Type II Annexation of +/- 306.96 Acres from Paris and Dover Townships, Union County, Ohio into the City of Marysville, and 2) the Clerk to the Board of Commissioners certifies that the attached entire record of the annexation proceedings are true and exact copies of the originals. This record includes the following documents, consisting of 42 pages.

1) Expedited Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 306.96 acres.
2) Notice of Filing Expedited Type II Annexation Petition for Paris and Dover Township and certified mail to all landowners in the annexation area and adjacent landowners listed in the Annexation Petition.
3) City of Marysville Resolution No. 003-2025 to authorize the services That the City of Marysville will provide should the +/- 243.94 acres located in Paris Township, Union County, Ohio, contiguous to the City of Marysville, be annexed into the city, and to provide buffer requirements.
4) Memo of Jeff Stauch, Union County Engineer, regarding the annexation.
5) Resolution 25-098: Granting the Petition for Annexation.

I certify that the attached record is a true and correct copy of the original documents filed with the Board of County Commissioners, Union County, Ohio.

Certified By: Mallory Lehman
Mallory Lehman, Clerk to the Board of Commissioners

Date: 3-12-2025

RECEIVED
MAR 12 2025
CITY OF MARYSVILLE

Steve Robinson, Commissioner, President
David A. Lawrence, Commissioner, Vice President
Tom McCarthy, Commissioner

UNION COUNTY COMMISSIONERS
grow with us.

William Narducci, County Administrator
Letitia Rayl, Assistant County Administrator/
Budget Officer
Mallory Lehman, Clerk to the Board

County Office Building
233 West Sixth Street
Marysville, Ohio 43040-1526
www.unioncountyohio.gov

Tel. 937-645-3012
Fax 937-645-3002
commissioners@unioncountyohio.gov

March 12, 2025

Brad Lutz, Finance Director
McKenzie Proudfoot, Clerk of Council
City of Marysville
209 S. Main Street
Marysville, OH 43040

Re: Expedited Type II Annexation of 243.94 +/- acres, from Paris Township into the City of Marysville

On March 12, 2025, Resolution 25-097 was approved granting the Petition of Cougar State Farms, LP for Expedited Type II Annexation of +/-306.96 Acres from Paris and Dover Townships, Union County, Ohio into the City of Marysville.

Enclosed please find the following documents and the Certification of Record of Annexation Proceedings:

1) Expedited Type II Petition for Annexation (Section 709.023) to the City of Marysville +/- 306.96 acres.
2) Notice of Filing Expedited Type II Annexation Petition for Paris and Dover Township and certified mail to all landowners in the annexation area and adjacent landowners listed in the Annexation Petition.
3) City of Marysville Resolution No. 003-2025 to authorize the services That the City of Marysville will provide should the +/- 243.94 acres located in Paris Township, Union County, Ohio, contiguous to the City of Marysville, be annexed into the city, and to provide buffer requirements.
4) Memo of Jeff Stauch, Union County Engineer, regarding the annexation.
5) Resolution 25-098: Granting the Petition for Annexation.

Please do not hesitate to contact me if I can be of any further assistance.

Respectfully,

Mallory Lehman

Mallory Lehman
Clerk to the Board of Commissioners

Enc.

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 306.96 +/- ACRES, MORE OF LESS, FROM PARIS and DOVER TOWNSHIPS

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

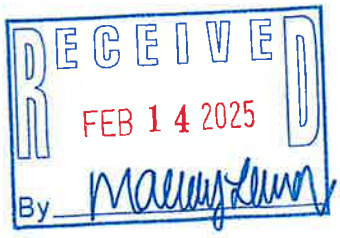
The undersigned, petitioners in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 306.96+/- acres, more or less, with a total length of the annexation perimeter of 20,555.64+/- feet, more or less, in the Townships of Paris and Dover, which area is contiguous along 6,245.32 +/- feet, or 30.38% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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



COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: John Hen/Owner
Name/Title

DATE: 1/15/2025

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: Vice President
Name/Title Brent B Bradbury

DATE: 12/03/2024

, Trustee 11-1-24
Steven R. Elliott, Trustee Date
14802 Watkins Road
Marysville, OH 43040

11/11/2024
Karl R. Martin Date

Merilyn V. Martin 11/11/2024
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

Joan H. Robinson 11/1/24
Joan H. Robinson Date

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: _____
Name/Title

DATE: _____

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: _____ Vice President
Name/Title Brent B Bradbury

DATE: 12/03/2024

_____
Steven R. Elliott, Trustee Date
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Marysville, OH 43040

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Karl R. Martin Date

_____
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

_____
Joan H. Robinson Date

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: _____
Name/Title

DATE: _____

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: _____
Name/Title

DATE: _____

_____, Trustee 11-1-24
Steven R. Elliott, Trustee Date
14802 Watkins Road
Marysville, OH 43040

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Karl R. Martin Date

_____
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

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Joan H. Robinson Date

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: _____
Name/Title

DATE: _____

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: _____
Name/Title

DATE: _____

_____
Steven R. Elliott, Trustee Date
14802 Watkins Road
Marysville, OH 43040

11/11/2024
Karl R. Martin Date

11/11/2024
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

11/1/24
Joan H. Robinson Date

14419 Watkins Road
Marysville, OH 43040

11/27/24

David Wilson Date

Mary L. Wilson 11/27/24

Mary L. Wilson Date
14501 Watkins Road
Marysville, OH 43040

Brett M. Tossey Date

Allison P. Green-Tossey Date
14780 Hillview Road
Marysville, OH 43040

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 306.96 +/- Acres to be annexed from Paris and Dover Township to City of Marysville

Situated in the State of Ohio, County of Union, Township of Paris and Dover, Virginia Military Survey 3350 and 5135, being all of a 284.995 acre tract as conveyed to Cougar State Farms Limited Partnership, of record in Deed Book 339, Page 59, all of a 6.48 acre tract as conveyed to Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024, of record in Instrument Number 202402270001345, all of a 1.585 acre tract as conveyed to Karl R. Martin, Sr. and Merilyn v. Martin, of record in Instrument Number 201912060010125, all of a 0.952 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202411010008183, all of a 2.084 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202410150007653, all of Lots 2-5 of Marmax Subdivision, of record in Plat Book 3, Page 360, all deed references refer to the records of the Recorder's Office, Union County, Ohio and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1 of said Marmax Subdivision, being in the centerline of Watkins Road (C.H #104-A);

Thence North 83°44'34" West, with said centerline, a distance of 299.93 feet to the northwest corner of said Lot 1;

Thence South 6°58'47" West, with the easterly line of Lot 2, a distance of 231.20 feet to the southeasterly corner of Lot 2 and in a northerly line of the existing City of Marysville corporation line of Instrument Number 202404080002419 and Resolution Number 23-475 and Ordinance Number 006-2024;

Thence continuing with said Corporation line and the northerly perimeter of a 69.725 acre tract as conveyed to Janibo Farms, LLC, of record in Instrument Number 202303080001593 the following courses:

North 83°36'07" West, with the southerly of said Marmax subdivision, a distance of 602.64 feet to the southwesterly corner of said Lot 5;

North 6°18'11" West, with the westerly line of said Lot 5, a distance of 229.06 feet to the northwesterly corner of Lot 5 and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 143.83 feet to the northeasterly corner of said 2.084 acre tract;

South 6°13'05" West, with the easterly line of said 2.084 acre tract, a distance of 372.25 feet to the southeasterly corner thereof;

North 83°38'24" West, with the southerly line of said 2.084 acre tract, a distance of 201.93 feet to the southwesterly corner thereof;

North 6°10'05" West, with the westerly line of said 2.084 acre tract, a distance of 381.61 feet to the northwesterly corner thereof and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 324.56 feet to the northeasterly corner of said 0.952 acre tract;

South 6°24'41" East, with the easterly line of said 0.952 acre tract, a distance of 250.29 feet to the southeasterly corner thereof;

South 83°35'19" West, with the southerly line of said 0.952 acre tract, a distance of 155.04 feet to the southwesterly corner thereof, in the easterly line of a 97.295 acre tract as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001046;

Thence continuing with said Corporation line the following courses:

North 6°22'05" West, with the easterly line of said 97.295 acre tract, a distance of 285.54 feet to the northeasterly corner thereof and being in said centerline of Watkins Road;

North 83°45'41" West, with said centerline and the northerly line of said 97.295 acre tract, a distance of 570.55 feet to northeast corner of a 1.14 acre tract as conveyed to Lisa Sue Guenther, of record in Instrument Number 202109010011713;

Thence North 83°45'41" West, with said centerline and the northerly line of said 1.14 acre tract, a distance of 81.04 feet to the southwesterly corner of the aforementioned lands of Elliott, trustee and the southeasterly corner of a 117.70 acre tract as conveyed to Ryan J. Lee, Gregory J. Lee, and Janibo Farms, LLC, of record in Instrument Number 202404190002720;

Thence North 5°29'05" West, with aforesaid corporation line and the westerly line of said Elliott, Trustee lands, 6.48 acre tract and said 284.995 acre tract and the easterly line of said 117.70 acre tract, a distance of 2728.02 feet to the northwesterly corner of said 284.955 acre tract, being the northeasterly corner of said 117.70 acre tract and being in the southerly line of a 21.87 acre tract as conveyed to Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999, of record in Official Record 174, Page 109;

Thence with the perimeter of said 284.995 acre tract the following courses:

North 74°50'49" East, with the southerly line of said 21.87 acre tract, a distance of 4173.22 feet to the northwesterly corner of a 116.971 acre tract as conveyed to Daniel M. Theisen and Shelia O. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2019, of record in Instrument Number 201910100008314;

Thence continuing with the perimeter of said 284.995 acre tract and the perimeter of said 116.971 acre tract the following courses:

South 31°55'10" East, a distance of 227.16 feet to a point;

South 36°16'08" East, a distance of 206.42 feet to a point;

South 39°46'12" East, a distance of 255.81 feet to a point;

South 53°25'42" East, a distance of 45.79 feet to a point;

South 64°26'07" East, a distance of 100.31 feet to a point;

South 73°12'05" East, a distance of 157.82 feet to a point;

South 67°01'20" East, a distance of 287.40 feet to the northwesterly corner of a 7.842 acre tract as conveyed to Michael R. Miller and Lynn F. Miller, of record in Deed Book 311, Page 693;

Thence continuing with the perimeter of said 284.995 acre tract the following courses:

South 1°12'08" East, with the westerly line of said 7.842 acre tract, a distance of 547.19 feet, to a point in the centerline of Jolly Road (T.H. #109) (50' right of way);

South 8°42'07" East, with the westerly line of said 7.842 acre tract, with said centerline, and the westerly line of a 16.9887 acre tract as conveyed to Adam N. Darst and Amber J. Darst, of record in Instrument Number 201812050009569, a distance of 560.06 feet, to the northeast corner of a 8.19 acre tract as conveyed to Aaron Keighley and Megan Keighley, of record in Instrument Number 201605030003320;

South 85°10'51" West, with the northerly line of said 8.19 acre tract and the northerly line of a 49.97 as conveyed to Brett M. Tossey and Allison Paden Green-Tossey, of record in Instrument Number 201611150009454, a distance of 2641.75 feet to the northwesterly corner thereof;

South 7°53'24" East, with the westerly line of said 49.97 acre tract, a distance of 1015.74 feet, to the southwesterly corner thereof;

North 85°27'38" East, with the southerly line of said 49.97 acre tract, a distance of 1277.63 feet to the northwesterly corner of a 17.892 acre tract as conveyed to Jennie B. Parks and Gregory T. Parks, of record in Instrument Number 201910090008284;

South 4°15'52" East, with the westerly line of said 17.892 acre tract, a distance of 979.81 feet to the southwesterly corner thereof, being in the centerline of Watkins Road and in the northerly line of a 2.412 acre tract as conveyed to Michael D. Clever and Cheryl R. Clever, of record in Official Record 797, Page 154;

South 85°38'13" West, with said centerline, with the northerly lines of said 2.412 acre tract, and a 3.259 acre tract as conveyed to Patricia Ann Wilson, of record in Deed Book 339, Page 407, and a 3.033 acre tract as conveyed to Bernard E. Noland and Diane E. Noland, of record in Deed Book 332, Page 636, a distance of 850.87 feet, to a point;

South 86°23'46" West, continuing with said centerline and the northerly line of a 3.84 acre tract conveyed to Mark D. Clarridge and Rebecca A. Clarridge, of record in Official Record 13, Page 648, a distance of 371.17 feet, to the **POINT OF BEGINNING** containing **306.96 +/-** acres, more or less.

The total perimeter of annexation area is 20555.64 feet, of which 6245.32 feet are contiguous with the City of Marysville, giving 30.38% contiguity.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for annexation purposes only.

The bearings shown above are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).



CESO Inc.

1/9/25

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIPS OF PARIS AND DOVER
TO: CITY OF MARYSVILLE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION,
TOWNSHIPS OF PARIS AND DOVER,
VIRGINIA MILITARY SURVEY 3350 AND 5135

GRAPHIC SCALE (IN FEET)
200 0 200

BASIS OF BEARINGS
NAD 83 (2011), OHIO NORTH
Derived from GPS Observations

LEGEND
- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS AND DOVER TOWNSHIPS

1. Joshua A. Honaker and Ashley Lynn Cummons Honaker
Lot 1
IN. 201611030009125
PID: 2800170380000
M.N. 103-05-01-001.000

2. Joan H. Robinson
Lot 2
IN. 202305130004072
IN. 202406050003859
PID: 2800170390000
M.N. 103-05-01-002.000

3. The Marysville Land Company LLC
Lot 3
IN. 202411010008228
PID: 2800170400000
M.N. 103-05-01-003.000

4. The Marysville Land Company LLC
Lot 4
IN. 202410230007873
PID: 2800170410000
M.N. 103-05-01-004.000

5. Mary L. Wilson and David Wilson
Lot 5
O.R. 937, Pg. 336
PID: 2800170420000
M.N. 103-05-01-005.000

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100090360000
M.N. 091-00-00-056.000

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 2800170310000
M.N. 103-00-00-036.000
306.96± Acres

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100160180000
M.N. 103-00-00-035.000

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1998
21.87 Acres
O.R. 174, Pg. 109
PID: 2800170530000
M.N. 102-00-00-031.000

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1998
21.87 Acres
O.R. 174, Pg. 109
PID: 1100090470000
M.N. 091-00-00-057.000

Daniel M. Theisen and Sheila D. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2018
116.871 Acres
IN. 201810150008314
PID: 1100090070000
M.N. 091-00-00-054.000

Michael R. Miller and Lynn F. Miller
7.642 Acres
D.B. 311, Pg. 650
PID: 1100090370000
M.N. 091-00-00-055.000

Adam N. Darst and Amber J. Darst
16.9587 Acres
IN. 201812050009585
PID: 1100090380000
M.N. 103-00-00-031.000

Aaron Keighley and Megan Keighley
8.19 Acres
IN. 201809030003320
PID: 1100090350000

Brett M. Tossey and Allison Peden Green-Tossey
49.97 Acres
IN. 201811150009454
PID. 1100090330000
M.N. 103-00-00-033.000

Adam N. Darst and Amber J. Darst
9.27 Acres
IN. 201812050009568
PID: 1100090400000
M.N. 103-00-00-029.000

Robert O. Scott and Jackie L. Scott
2.13 Acres
D.B. 302, Pg. 77
PID: 1100090340000
M.N. 103-00-00-034.000

Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024
5.48 Acres
IN. 202402270001345
PID: 2800170350010
M.N. 103-00-00-038.000

Ryan J. Lee, Gregory J. Lee and Janibo Farms, LLC
17.70 Acres
IN. 202308300002736
PID: 2800170330000
M.N. 102-00-00-013.000

Existing City of Marysville Corporation Line
Resolution No. 23-437
Instrument Number 202312260001313
Ordinance Number 003-2024

Karl R. Martin, Sr. and Marilyn V. Martin
1.585 Acres
IN. 201912060010125
PID: 2800170370000
M.N. 103-00-00-037.000

The Marysville Land Company LLC
2.084 Acres
IN. 202410150007653
PID: 2800170431000
M.N. 103-00-00-048.000

Paris Township
City of Marysville

Lisa Sue Gunnther
1.14 Acres
IN. 202109010011713
PID: 2800170400000
M.N. 102-00-00-011.000

The Marysville Land Company LLC
0.952 Acres
IN. 202411010008183
PID: 2800170440000
M.N. 103-00-00-045.000

Janibo Farms, LLC.
59.725 Acres
IN. 202303080001693
PID: 2800170430000
M.N. 103-00-00-044.000

Ryan J. Lee and Gregory J. Lee
87.295 Acres
IN. 202402140010548
PID. 2800170450010
M.N. 102-00-00-012.000

Existing City of Marysville Corporation Line
IN. 202404060003419
Resolution No. 23-475
Ordinance No. 006-2024

Marvin Subdivision
P.B. 3, Pg. 360

Lot 1

POB

Watkins Road (C.H. #104-A) (60' R/W)

Mark D. Claridge and Rebecca A. Claridge
3.64 Acres
O.R. 13 Pg. 548
PID. 1100160190000
M.N. 103-00-00-047.000

Bernard E. Noland and Diane E. Noland
2.053 Acres
O.R. 272, Pg. 205
PID. 1100160200000
M.N. 103-06-03-001.000

Patricia Ann Wilson
0.330 Acres
PID. 1100160210000
M.N. 103-06-03-002.000

Michael D. Clever and Cheryl R. Clever
O.R. 767, Pg. 154
2.412 Acres
PID: 1100160220000
M.N. 103-06-03-002.000

Donald Township

Jamie B. Parks and Gregory T. Parks
1.000 Acres
IN. 201910090008284
PID: 1100160170000
M.N. 102-00-00-017.000

Mill Creek

John Road (T.R. #109) (50' R/W)

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 20555.64± FT, OF WHICH 6245.32± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY ORDINANCE NUMBER 006-2024 AND RESOLUTION NUMBER 23-475 and 23-437 AND GIVING 30.38% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

- 560.08± LINEAL FEET OF TOWNSHIP ROADS
- 3564.04± LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS

STATE OF OHIO
MATTHEW J. ACKROYD
8197
REGISTERED SURVEYOR

MATTHEW J. ACKROYD, OHIO PS. NO 8197 DATE
matt.ackroyd@cesolnc.com

Annexation
306.96± Acres

Revisions / Submissions
ID Description Date

© 2024 CESO INC

Project Number:	764182
Scale:	1"=200'
Drawn By:	VJM
Checked By:	MJA
Date:	01/08/2024
Issue:	N/A

Drawing Title:

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 11-0009032.0000
   54.1220 ac, US 36
   Jerry L. Feucht
   14742 US Rte. 36
   Marysville, OH 43040

2. Parcel No. 11-0009048.0000
   Dwight C. Shuler
   13917 U.S. 36
   Marysville, OH 43040

3. Parcel No. 11-0009027.0000
   16257 Myers Road
   Daniel M. Theisen & Sheila O. Theisen, Trustees
   1191 Curve Road
   Delaware, OH 43015

4. Parcel No. 11-0009037.0000
   Michael R. & Lynn F. Miller
   16138 Jolly Road
   Marysville, OH 43040

5. Parcel No. 11-0009038.0000
   Adam N. & Amber J. Darst
   16000 Jolly Road
   Marysville, OH 43040

6. Parcel No. 11-0009035.0000
   Aaron & Megan Keighley
   15953 Jolly Road
   Marysville, OH 43040

7. Parcel No. 11-0016017.0000
   Gregory T. & Jennie B. Parks
   14128 Watkins Road
   Marysville, OH 43040

8. Parcel No. 11-0016022.0000
   Michael D. & Cheryl R. Clever

14169 Watkins Road
Marysville, OH 43040

9. Parcel No. 11-0016021.0000
Patricia A. Wilson
14215 Watkins Road
Marysville, OH 43040

10. Parcel No. 11-0016020.0000
Bernard E. Nolan, Jr. & Diane E. Noland
14249 Watkins Road
Marysville, OH 43040

11. Parcel No. 11-0016019.0000
14311 Watkins Road
Mark D. & Rebecca A. Clarridge
P O. Box 413
Marysville, OH 43040

12. Parcel No. 28-0017038.0000
Joshua A. & Ashley L. Honaker
14381 Watkins Road
Marysville, OH 43040

13. Parcel No. 28-0017043.0000
69.725 acres, Watkins Road
Janibo Farms, LLC
17421 Waldo Road
Marysville, OH 43040

14. Parcel No. 28-0017045.0010
15041 Watkins Road
Gary J. Lee
17421 Waldo Road
Marysville, OH 43040

15. Parcel No. 28-0017046.0000
Lisa S. Guenther
14821 Watkins Road
Marysville, OH 43040

16. Parcel No. 28-0017032.0000

Kevin G. Bennington, Trustee, et al.
117.70 acres, Watkins Road
P. O. Box 357
Williamsport, OH 43164

17. Parcel Nos. 28-0017053.0000 and 11-0009047.0000
US 33 and US 36
Dorothy G. Cotton, Trustee
145 Colemans Crossing
Marysville, OH 43040

18. Parcel No. 28-0017017.1000
14745 US Rte. 36
Jasbir & Jatinder Singh
1130 Burrow Court
Marysville, OH 43040

MAP OF TERRITORY TO BE ANNEXED FROM: TOWNSHIPS OF PARIS AND DOVER TO: CITY OF MARYSVILLE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION,
TOWNSHIPS OF PARIS AND DOVER,
VIRGINIA MILITARY SURVEY 3350 AND 5135

200 0 200
GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS
NAD 83 (2011), OHIO NORTH
Derived from GPS Observations

LEGEND
- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS AND DOVER TOWNSHIPS

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999
21.87 Acres
O.R. 174, Pg. 109
PID: 2800170530000
M.N. 102-00-00-001.000

N 74° 50' 49" E 4173.22'

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999
21.87 Acres
O.R. 174, Pg. 109
PID: 1100090470000
M.N. 091-00-00-057.000

S 31° 55' 16" E 221.16'
S 39° 16' 06" E 208.34'
S 39° 48' 12" E 225.81'
S 53° 25' 42" E 45.79'
S 64° 26' 07" E 100.31'
S 73° 12' 05" E 157.72'
S 67° 01' 29" E 267.46'

Mill Creek

Daniel M. Theisen and Shelia O. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2019
116.971 Acres
IN. 201910100008314
PID: 1100090270000
M.N. 091-00-00-054.000

1. Joshua A. Honaker and Ashley Lynn Cummons Honaker
Lot 1
IN. 201611030009125
PID: 2800170380000
M.N. 103-05-01-001.000

2. Joan H. Robinson
Lot 2
IN. 202306130004072
IN. 202406050003859
PID: 2800170390000
M.N. 103-05-01-002.000

3. The Marysville Land Company LLC
Lot 3
IN. 202411010008228
PID: 2800170400000
M.N. 103-05-01-003.000

4. The Marysville Land Company LLC
Lot 4
IN. 202410230007873
PID: 2800170410000
M.N. 103-05-01-004.000

5. Mary L. Wilson and David Wilson
Lot 5
O.R. 937, Pg. 336
PID: 2800170420000
M.N. 103-05-01-005.000

Paris Township / Dover Township

VMS 3350 / VMS 5135

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100090360000
M.N. 091-00-00-056.000

Michael R. Miller and Lynn F. Miller
7.842 Acres
D.B. 311, Pg. 693
PID: 1100090370000
M.N. 091-00-00-055.000

S 01° 12' 08" E 547.19'
S 01° 12' 08" E 560.16'
W91 ROW
S 88° 42' 07" E

Adam N. Darst and Amber J. Darst
16.9887 Acres
IN. 201812050009569
PID: 1100090380000
M.N. 103-00-00-031.000

Jolly Road (T.H. #109) (50' R/W)

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 2800170310000
M.N. 103-00-00-036.000
306.96± Acres

S 85° 10' 51" W 2641.75'

Aaron Keighley and Megan Keighley
6.19 Acres
IN. 201805030003320
PID: 1100090350000

Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust
dated January 17, 2024
6.48 Acres
IN. 202402270001345
PID: 2800170350010
M.N. 103-00-00-038.000

N 05° 29' 05" W 2729.07'

Ryan J. Lee, Gregory J. Lee, and Janibo Farms, LLC
117.70 Acres
IN. 202401190002723
PID: 2800170320000
M.N. 102-00-00-010.000

1015.74'
S 07° 53' 24" E

Brett M. Tossey and Allison Paden Green-Tossey
49.97 Acres
IN. 201611150009454
PID: 1100090330000
M.N. 103-00-00-033.000

Adam N. Darst and Amber J. Darst
9.27 Acres
IN. 201812050009569
PID: 1100090400000
M.N. 103-00-00-029.000

Robert D. Scott and Jackie L. Scott
2.13 Acres
D.B. 303, Pg. 77
PID: 1100090340000
M.N. 103-00-00-034.000

N 85° 27' 38" E 1277.63'

Existing City of Marysville Corporation Line
Resolution No. 23-437
Instrument Number 202402260001313
Ordinance Number 003-2024

City of Marysville / Paris Township

Karl R. Martin, Sr. and Merilyn V. Martin
1.585 Acres
IN. 201912060010125
PID: 2800170370000
M.N. 103-00-00-037.000

N 83° 45' 41" W 81.04'

The Marysville Land Company LLC
2.084 Acres
IN. 202410150007653
PID: 2800170431000
M.N. 103-00-00-046.000

Pans Township / Dover Township

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100160180000
M.N. 103-00-00-035.000

Janine B. Parks and Gregory T. Parks
17.852 Acres
IN. 201910090005284
PID: 1100160170000
M.N. 103-02-01-017.000

S 04° 15' 52" E 978.81'

VMS 3350 / VMS 5135

R/W
CL
R/W

N 83° 45' 41" W 570.55'

Paris Township / City of Marysville

Lisa Sue Guenther
1.14 Acres
IN. 202109010011713
PID: 2800170460000
M.N. 102-00-00-011.000

N 06° 27' 05" W 255.54'
S 06° 24' 41" E 250.29'
155.04'
N 83° 35' 19" E

N 83° 35' 05" W 324.56'
N 06° 10' 05" W 381.61'
S 06° 13' 05" W 372.25'
N 83° 38' 24" W 201.93'
N 83° 35' 05" W 143.83'
N 06° 18' 11" W 279.06'
N 83° 36' 07" W 602.64'
S 06° 55' 47" E 231.20'
N 83° 44' 34" W 299.93'
S 86° 23' 46" W 371.17'
S 85° 38' 13" W 850.87'

POB

Watkins Road (C.H. #104-A) (60' R/W)

The Marysville Land Company LLC
0.952 Acres
IN. 202411010008183
PID: 2800170440000
M.N. 103-00-00-045.000

Janibo Farms, LLC
69.725 Acres
IN. 202303080001593
PID: 2800170430000
M.N. 103-00-00-044.000

Ryan J. Lee and Gregory J. Lee
97.295 Acres
IN. 202402140001046
PID. 2800170450010
M.N. 102-00-00-012.000

Existing City of Marysville Corporation Line
IN. 202404080002419
Resolution No. 23-475
Ordinance No. 006-2024

Mammax Subdivision
P.B. 3, Pg. 360

Lot 1

Mark D. Clarridge and Rebecca A. Clarridge
3.84 Acres
O.R. 13 Pg. 648
PID: 1100160190000
M.N. 103-00-00-047.000

Bernard E. Noland and Diane E. Noland
3.333 Acres
D.B. 335, Pg. 535
PID: 1100160200000
M.N. 103-06-03-001.000

Patricia Ann Wilson
D.B. 339, Pg. 407
3.259 Acres
PID: 1100160210000
M.N. 103-06-03-002.000

Michael D. Clever and Cheryl R. Clever
O.R. 797, Pg. 154
2.412 Acres
PID: 1100160220000
M.N. 103-06-03-003.000

Dover Township

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 20555.64± FT, OF WHICH 6245.32± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY ORDINANCE NUMBER 006-2024 AND RESOLUTION NUMBER 23-475 and 23-437 AND GIVING 30.38% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 560.06± LINEAL FEET OF TOWNSHIP ROADS
- 3684.04± LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

1/9/25

MATTHEW J. ACKROYD, OHIO PS NO 8897 DATE
matt.ackroyd@cesoinc.com

CESO
WWW.CESOINC.COM
3601 Rigby Rd, Suite 300
Miamisburg, OH 45342
Phone: 937.433.5064 Fax: 866.264.4826

Annexation
306.96± Acres

Revisions / Submissions

ID	Description	Date

© 2024 CESO, INC

Project Number:	764162
Scale:	1"=200'
Drawn By:	VJM
Checked By:	MJA
Date:	01/08/2024
Issue:	N/A

Drawing Title:

painter & associates
ATTORNEYS AT LAW LLC

NATHAN D. PAINTER • REBECCA MUNCY BROOKS, OF COUNSEL • KYLE LINDENBAUM, OF COUNSEL • THOMAS L. HART, OF COUNSEL

February 24, 2025

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Union County Commissioners
233 W. Sixth Street.
Marysville, OH 43040

Re Type 2 Annexation Petition, ORC §709.023, 306.96+/- acres, Jolly and Watkins Road, from Paris and Dover Townships

Dear Clerk:

Enclosed is our Affidavit of Service of Annexation Petition on Paris Township, Dover Township and the City of Marysville, and the adjacent property owners listed in the Annexation Petition filed with your office on February 14, 2025.

Please let me know if you need anything further to complete your file for the Commissioners' upcoming hearing on this matter. Thank you.

Sincerely,

Lizabeth A. Russell-Pickard
Paralegal

Enclosures

RECEIVED
FEB 26 2025
By

AFFIDAVIT

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

Now comes Thomas L. Hart, being of lawful age and being first duly sworn and cautioned, hereby states the following:

1. My name is Thomas L. Hart, and I have personal knowledge of the facts presented in this Affidavit.

2. I am the agent for the annexation petition that was filed with the Union County Commissioners on February 14, 2025 on behalf of the property owners.

3. On February 18, 2025, I mailed a copy of the annexation petition filed with the Union County Commissioners to Paris Township, Dover Township and the City of Marysville by certified mail return receipt requested, and copies of the signed receipts are attached.

4. On February 18, 2025, I mailed a notice of the filing of the annexation petition and a full and complete copy of the annexation petition and attachments by regular mail to all landowners in the annexation area and adjacent landowners, which included those on the attached Exhibit.

FURTHER AFFIANT SAYETH NOT.

THOMAS L. HART

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

Thomas L. Hart appeared before me this 24 day of February, 2025, who is known to me or satisfactorily proven to be the same, and signed the statements made in the foregoing Affidavit as being true to the best of his knowledge and belief.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

LIZABETH A RUSSELL-PICKARD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-19-2027
Recorded in
Franklin County

PSI-Conwar St - Ai

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Marysville
209 S. Main St.
Marysville, Oh 43040

9590 9402 9040 4122 2014 43

2. Article Number *(Transfer from service label)*

9589 0710 5270 1763 6353 76

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ A

B. Received by *(Printed Name)* C

Nicole K. Lahmers

D. Is delivery address different from it s

If YES, enter delivery address belo ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

I Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

PSI- Conwar St Any

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paris Twp. Trustees
716 N. Main St
Marysville OH 43040

9590 9402 9040 4122 2013 99

2. Article Number *(Transfer from service label)*

9589 0710 5270 1763 6353 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

Ryan J. Lee

C. Date of Delivery

2/19/25

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

I Mail
I Mail Restricted Delivery
500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

PSI- Conwar St Any

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dover Twp. Trustees
attn. Bev Low
13067 Hinton Milford
Marysville Oh 43040

9590 9402 9040 4122 2013 82

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addresse

B. Received by *(Printed Name)*

Bev Low

C. Date of Deliver

2-19-25

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricte Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 11-0009032.0000
   54.1220 ac, US 36
   Jerry L. Feucht
   14742 US Rte. 36
   Marysville, OH 43040

2. Parcel No. 11-0009048.0000
   Dwight C. Shuler
   13917 U.S. 36
   Marysville, OH 43040

3. Parcel No. 11-0009027.0000
   16257 Myers Road
   Daniel M. Theisen & Sheila O. Theisen, Trustees
   1191 Curve Road
   Delaware, OH 43015

4. Parcel No. 11-0009037.0000
   Michael R. & Lynn F. Miller
   16138 Jolly Road
   Marysville, OH 43040

5. Parcel No. 11-0009038.0000
   Adam N. & Amber J. Darst
   16000 Jolly Road
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6. Parcel No. 11-0009035.0000
   Aaron & Megan Keighley
   15953 Jolly Road
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7. Parcel No. 11-0016017.0000
   Gregory T. & Jennie B. Parks
   14128 Watkins Road
   Marysville, OH 43040

8. Parcel No. 11-0016022.0000
   Michael D. & Cheryl R. Clever

14169 Watkins Road
Marysville, OH 43040

9. Parcel No. 11-0016021.0000
Patricia A. Wilson
14215 Watkins Road
Marysville, OH 43040

10. Parcel No. 11-0016020.0000
Bernard E. Nolan, Jr. & Diane E. Noland
14249 Watkins Road
Marysville, OH 43040

11. Parcel No. 11-0016019.0000
14311 Watkins Road
Mark D. & Rebecca A. Clarridge
P O. Box 413
Marysville, OH 43040

12. Parcel No. 28-0017038.0000
Joshua A. & Ashley L. Honaker
14381 Watkins Road
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13. Parcel No. 28-0017043.0000
69.725 acres, Watkins Road
Janibo Farms, LLC
17421 Waldo Road
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14. Parcel No. 28-0017045.0010
15041 Watkins Road
Gary J. Lee
17421 Waldo Road
Marysville, OH 43040

15. Parcel No. 28-0017046.0000
Lisa S. Guenther
14821 Watkins Road
Marysville, OH 43040

16. Parcel No. 28-0017032.0000

Kevin G. Bennington, Trustee, et al.
117.70 acres, Watkins Road
P. O. Box 357
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17. Parcel Nos. 28-0017053.0000 and 11-0009047.0000
US 33 and US 36
Dorothy G. Cotton, Trustee
145 Colemans Crossing
Marysville, OH 43040

18. Parcel No. 28-0017017.1000
14745 US Rte. 36
Jasbir & Jatinder Singh
1130 Burrow Court
Marysville, OH 43040

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL

McKim Broadhead 02/26/25

Terry Emery

RESOLUTION 003-2025

TO AUTHORIZE THE SERVICES THAT THE CITY OF MARYSVILLE WILL PROVIDE SHOULD THE +/- 306.96 ACRES LOCATED IN PARIS AND DOVER TOWNSHIPS, UNION COUNTY, OHIO, CONTIGUOUS TO THE CITY OF MARYSVILLE, BE ANNEXED INTO THE CITY, AND TO PROVIDE FOR BUFFER REQUIREMENTS

WHEREAS, On February 14, 2025 pursuant to Ohio Revised Code Section 709.023, the property owners seeking annexation of +/- 306.96 acres of real property in Paris and Dover Townships, Union County, Ohio, which is contiguous to the City of Marysville along 30.38% of its perimeter, filed with the Board of County Commissioners of Union County, Ohio, an Expedited Type II Petition for Annexation of their property to the City of Marysville, a copy of which is attached and incorporated herein as Exhibit A; and

WHEREAS, on February 14, 2025 said Petition was delivered to the City of Marysville from the Board of County Commissioners of Union County, Ohio; and

WHEREAS, Ohio Revised Code Section 709.023 (C) provides that within twenty days after the date that the petition is filed, the municipal corporation to which annexation is sought, shall adopt a resolution stating what services the municipal corporation will provide to the territory seeking annexation and an approximate date by which it will provide those services; and

WHEREAS, the Ohio Revised Code Section 709.023 (C) also provides that within that same twenty day period, the municipal corporation shall adopt an ordinance or resolution stating that, if the territory is annexed and becomes subject to zoning by the municipal corporation and that if the municipality's zoning allows uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining in the township from which the territory was annexed, the municipal corporation shall require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land now remaining within the township; now, therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. In the event that the proposed +/- 306.96 acres (the "Property") is annexed to the City of Marysville, Ohio, the City will provide to the Property the full range of municipal services available to the residents of, and to the property within, the City of Marysville, including but not limited to police, fire and EMS protection, sanitary sewers, water lines, storm sewers, public roadway, refuse collection, all of which can be provided immediately upon the effective date of the annexation as provided by law. Should it be determined that as a result of the annexation,

the boundary line between the township and the City divides or segments a street or highway so as to create a road maintenance problem, the City, as a condition of the annexation, shall assume the maintenance of that street or highway or otherwise correct the problem.

SECTION II. If the Property is annexed and becomes subject to the City of Marysville zoning, and the City zoning allows uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under applicable county or township zoning regulations in effect at the time of the filing of the petition on the land adjacent to the annexed territory remaining in the unincorporated area of Paris and/or Dover Townships, then the City of Marysville will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining with Paris and/or Dover Townships.

SECTION III. The Clerk of Council is hereby directed to forward and file certified copies of this Resolution with the Union County Board of County Commissioners and to send a copy to the Agent for the Petitioners for annexation within twenty days following the date that the petition was filed.

SECTION IV. This Resolution is effective upon its adoption.

One Reading Only: February 24, 2025

Passed: February 24, 2025

PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

LAW DIRECTOR

ATTEST:

CLERK OF COUNCIL

EXHIBIT A

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.023) TO THE CITY OF MARYSVILLE OF 306.96 +/- ACRES, MORE OF LESS, FROM PARIS and DOVER TOWNSHIPS

TO THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, OHIO

The undersigned, petitioners in the premises, and being the SOLE OWNERS OF REAL ESTATE in the territory described, consisting of 306.96+/- acres, more or less, with a total length of the annexation perimeter of 20,555.64+/- feet, more or less, in the Townships of Paris and Dover, which area is contiguous along 6,245.32 +/- feet, or 30.38% is contiguous to the City of Marysville, do hereby pray that said territory be annexed to the City of Marysville, according to the statutes of the State of Ohio and that no island of unincorporated area will be created by the annexation.

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

In support of said Petition, the petitioners state that they are the SOLE OWNERS OF THE REAL ESTATE within the territory so prayed to be annexed

Thomas L. Hart, whose address is Painter & Associates, LLC, 5029 Cemetery Road, Hilliard, OH 43026, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the UNION County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

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

RECEIVED
FEB 14 2025
CITY OF
MARYSVILLE

RECEIVED
FEB 14 2025
By

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: John Hen/Owner
Name/Title

DATE: 1/15/2025

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: Vice President
Name/Title Brent B Bachury

DATE: 12/03/2024

Trustee 11-11-24
Steven R. Elliott, Trustee Date
14802 Watkins Road
Marysville, OH 43040

11/11/2024
Karl R. Martin Date

11/11/2024
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

Joan H. Robinson 11/11/24
Joan H. Robinson Date

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: _____
Name/Title

DATE: _____

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: _____ Vice President
Name/Title Brent B Brockbury

DATE: 12/03/2024

_____
Steven R. Elliott, Trustee Date
14802 Watkins Road
Marysville, OH 43040

_____
Karl R. Martin Date

_____
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

_____
Joan H. Robinson Date

COUGAR STATE FARMS LIMITED PARTNERSHIP
3160 Kingsmead Trace
Dublin, OH 43017

By: _____
Name/Title

DATE: _____

THE MARYSVILLE LAND COMPANY LLC
8000 Walton Parkway, Ste. 200
New Albany, OH 43054

By: _____
Name/Title

DATE: _____

_____, Trustee 11-11-24
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New Albany, OH 43054

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11/11/2024
Karl R. Martin Date

11/11/2024
Merilyn V. Martin Date
14872 Watkins Road
Marysville, OH 43040

Joan H. Robinson 11/1/24
Joan H. Robinson Date

14419 Watkins Road
Marysville, OH 43040

David Wilson 11/27/24
David Wilson Date

Mary L. Wilson 11/27/24
Mary L. Wilson Date
14501 Watkins Road
Marysville, OH 43040

Brett M. Tossey Date

Allison P. Green-Tossey Date
14780 Hillview Road
Marysville, OH 43040

EXHIBITS

Exhibit A - Legal Description of Proposed Annexation

Exhibit B - Plat Survey of Proposed Annexation

Exhibit C - Adjacent Property Owners to Proposed Annexation

LEGAL DESCRIPTION

Description of 306.96 +/- Acres to be annexed from Paris and Dover Township to City of Marysville

Situated in the State of Ohio, County of Union, Township of Paris and Dover, Virginia Military Survey 3350 and 5135, being all of a 284.995 acre tract as conveyed to Cougar State Farms Limited Partnership, of record in Deed Book 339, Page 59, all of a 6.48 acre tract as conveyed to Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024, of record in Instrument Number 202402270001345, all of a 1.585 acre tract as conveyed to Karl R. Martin, Sr. and Merilyn v. Martin, of record in Instrument Number 201912060010125, all of a 0.952 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202411010008183, all of a 2.084 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202410150007653, all of Lots 2-5 of Marmax Subdivision, of record in Plat Book 3, Page 360, all deed references refer to the records of the Recorder's Office, Union County, Ohio and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1 of said Marmax Subdivision, being in the centerline of Watkins Road (C.H #104-A);

Thence North 83°44'34" West, with said centerline, a distance of 299.93 feet to the northwest corner of said Lot 1;

Thence South 6°58'47" West, with the easterly line of Lot 2, a distance of 231.20 feet to the southeasterly corner of Lot 2 and in a northerly line of the existing City of Marysville corporation line of Instrument Number 202404080002419 and Resolution Number 23-475 and Ordinance Number 006-2024;

Thence continuing with said Corporation line and the northerly perimeter of a 69.725 acre tract as conveyed to Janibo Farms, LLC, of record in Instrument Number 202303080001593 the following courses:

North 83°36'07" West, with the southerly of said Marmax subdivision, a distance of 602.64 feet to the southwesterly corner of said Lot 5;

North 6°18'11" West, with the westerly line of said Lot 5, a distance of 229.06 feet to the northwesterly corner of Lot 5 and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 143.83 feet to the northeasterly corner of said 2.084 acre tract;

South 6°13'05" West, with the easterly line of said 2.084 acre tract, a distance of 372.25 feet to the southeasterly corner thereof;

North 83°38'24" West, with the southerly line of said 2.084 acre tract, a distance of 201.93 feet to the southwesterly corner thereof;

North 6°10'05" West, with the westerly line of said 2.084 acre tract, a distance of 381.67 feet to the northwesterly corner thereof and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 324.56 feet to the northeasterly corner of said 0.952 acre tract;

South 6°24'41" East, with the easterly line of said 0.952 acre tract, a distance of 250.29 feet to the southeasterly corner thereof;

South 83°35'19" West, with the southerly line of said 0.952 acre tract, a distance of 155.04 feet to the southwesterly corner thereof, in the easterly line of a 97.295 acre tract as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001046;

Thence continuing with said Corporation line the following courses:

North 6°22'05" West, with the easterly line of said 97.295 acre tract, a distance of 285.54 feet to the northeasterly corner thereof and being in said centerline of Watkins Road;

North 83°45'41" West, with said centerline and the northerly line of said 97.295 acre tract, a distance of 570.55 feet to northeast corner of a 1.14 acre tract as conveyed to Lisa Sue Guenther, of record in Instrument Number 202109010011713;

Thence North 83°45'41" West, with said centerline and the northerly line of said 1.14 acre tract, a distance of 81.04 feet to the southwesterly corner of the aforementioned lands of Elliott, trustee and the southeasterly corner of a 117.70 acre tract as conveyed to Ryan J. Lee, Gregory J. Lee, and Janibo Farms, LLC, of record in Instrument Number 202404190002720;

Thence North 5°29'05" West, with aforesaid corporation line and the westerly line of said Elliott, Trustee lands, 6.48 acre tract and said 284.995 acre tract and the easterly line of said 117.70 acre tract, a distance of 2728.02 feet to the northwesterly corner of said 284.955 acre tract, being the northeasterly corner of said 117.70 acre tract and being in the southerly line of a 21.87 acre tract as conveyed to Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999, of record in Official Record 174, Page 109;

Thence with the perimeter of said 284.995 acre tract the following courses:

North 74°50'49" East, with the southerly line of said 21.87 acre tract, a distance of 4173.22 feet to the northwesterly corner of a 116.971 acre tract as conveyed to Daniel M. Theisen and Shelia O. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2019, of record in Instrument Number 201910100008314;

Thence continuing with the perimeter of said 284.995 acre tract and the perimeter of said 116.971 acre tract the following courses:

South 31°55'10" East, a distance of 227.16 feet to a point;

South 36°16'08" East, a distance of 206.42 feet to a point;

South 39°46'12" East, a distance of 255.81 feet to a point;

South 53°25'42" East, a distance of 45.79 feet to a point;

South 64°26'07" East, a distance of 100.31 feet to a point;

South 73°12'05" East, a distance of 157.82 feet to a point;

South 67°01'20" East, a distance of 287.40 feet to the northwesterly corner of a 7.842 acre tract as conveyed to Michael R. Miller and Lynn F. Miller, of record in Deed Book 311, Page 693;

Thence continuing with the perimeter of said 284.995 acre tract the following courses:

South 1°12'08" East, with the westerly line of said 7.842 acre tract, a distance of 547.19 feet, to a point in the centerline of Jolly Road (T.H. #109) (50' right of way);

South 8°42'07" East, with the westerly line of said 7.842 acre tract, with said centerline, and the westerly line of a 16.9887 acre tract as conveyed to Adam N. Darst and Amber J. Darst, of record in Instrument Number 201812050009569, a distance of 560.06 feet, to the northeast corner of a 8.19 acre tract as conveyed to Aaron Keighley and Megan Keighley, of record in Instrument Number 201605030003320;

South 85°10'51" West, with the northerly line of said 8.19 acre tract and the northerly line of a 49.97 as conveyed to Brett M. Tossey and Allison Paden Green-Tossey, of record in Instrument Number 201611150009454, a distance of 2641.75 feet to the northwesterly corner thereof;

South 7°53'24" East, with the westerly line of said 49.97 acre tract, a distance of 1015.74 feet, to the southwesterly corner thereof;

North 85°27'38" East, with the southerly line of said 49.97 acre tract, a distance of 1277.63 feet to the northwesterly corner of a 17.892 acre tract as conveyed to Jennie B. Parks and Gregory T. Parks, of record in Instrument Number 201910090008284;

South 4°15'52" East, with the westerly line of said 17.892 acre tract, a distance of 979.81 feet to the southwesterly corner thereof, being in the centerline of Watkins Road and in the northerly line of a 2.412 acre tract as conveyed to Michael D. Clever and Cheryl R. Clever, of record in Official Record 797, Page 154;

South 85°38'13" West, with said centerline, with the northerly lines of said 2.412 acre tract, and a 3.259 acre tract as conveyed to Patricia Ann Wilson, of record in Deed Book 339, Page 407, and a 3.033 acre tract as conveyed to Bernard E. Noland and Diane E. Noland, of record in Deed Book 332, Page 636, a distance of 850.87 feet, to a point;

South 86°23'46" West, continuing with said centerline and the northerly line of a 3.84 acre tract conveyed to Mark D. Clarridge and Rebecca A. Clarridge, of record in Official Record 13, Page 648, a distance of 371.17 feet, to the **POINT OF BEGINNING** containing **306.96 +/-** acres, more or less.

The total perimeter of annexation area is 20555.64 feet, of which 6245.32 feet are contiguous with the City of Marysville, giving 30.38% contiguity.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for annexation purposes only.

The bearings shown above are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).



CESO Inc.

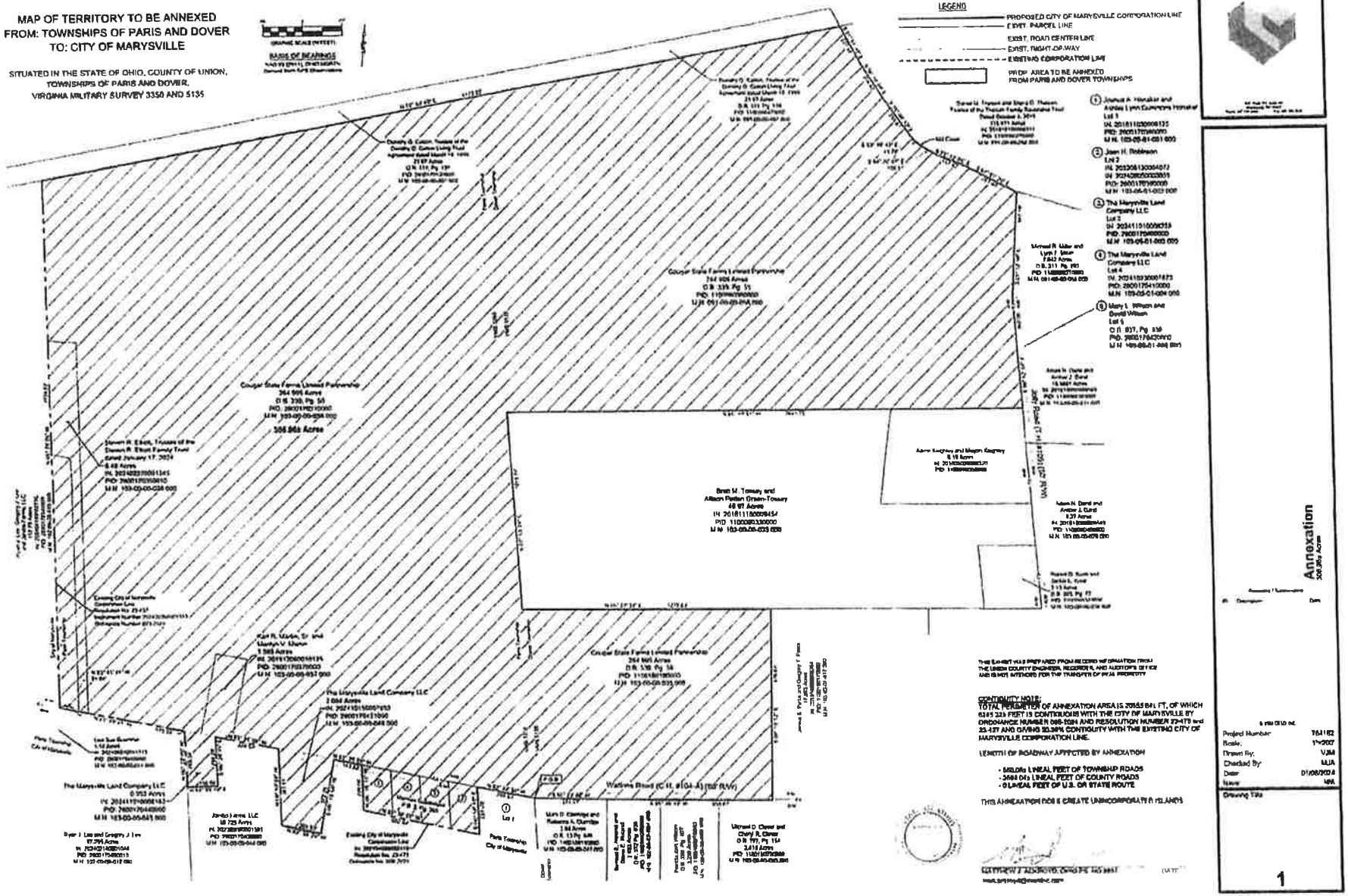
1/9/25

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

B

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIPS OF PARIS AND DOVER
TO: CITY OF MARYSVILLE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION,
TOWNSHIPS OF PARIS AND DOVER,
VIRGINIA MILITARY SURVEY 3350 AND 5135



THIS SURVEY WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER'S, AND AUDITOR'S OFFICE AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 20553.641 FT, OF WHICH 6349.329 FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY ORDINANCE NUMBER 2005-1024 AND RESOLUTION NUMBER 23-479 and 23-427 AND GIVING 30.88% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

- 5650.0 LINEAL FEET OF TOWNSHIP ROADS
- 3698.0 LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS

MATTHEW J. ADKINS, OHIO PS NO. 8837 DATE
mad_survey@msn.com

EXHIBIT C - ADJACENT PROPERTY OWNERS

1. Parcel No. 11-0009032.0000
   54.1220 ac, US 36
   Jerry L. Feucht
   14742 US Rte. 36
   Marysville, OH 43040

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   Dwight C. Shuler
   13917 U.S. 36
   Marysville, OH 43040

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   Daniel M. Theisen & Sheila O. Theisen, Trustees
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   15953 Jolly Road
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7. Parcel No. 11-0016017.0000
   Gregory T. & Jennie B. Parks
   14128 Watkins Road
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69.725 acres, Watkins Road
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14821 Watkins Road
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Kevin G. Bennington, Trustee, et al.
117.70 acres, Watkins Road
P. O. Box 357
Williamsport, OH 43164

17. Parcel Nos. 28-0017053.0000 and 11-0009047.0000
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145 Colemans Crossing
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18. Parcel No. 28-0017017.1000
14745 US Rte. 36
Jasbir & Jatinder Singh
1130 Burrow Court
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County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

MEMO

To: Board of Commissioners, Union County
From: Jeff Stauch, Union County Engineer
Date: March 10, 2025
RE: Annexation to Marysville from Paris and Dover Townships (306.96 Acres)

The subject annexation petition, received on February 14, 2025, has been reviewed by our office. The attached letter dated January 9, 2025 references the pre-approval technical review for closure, acreage, and adjoining deed information.

The subsequent formal submission, was filed and reviewed under RC 709.021/RC 709.023, and is summarized as follows:

i. The legal description is accurate.
ii. The map/plat has been confirmed to be accurate.
iii. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all the owners of real estate in that territory.
iv. The proposed area to be annexed does not exceed 500 acres.
v. The proposed contiguity with Plain City exceeds the minimum perimeter of 5%.
vi. The proposed annexation will not create any unincorporated island areas.

The proposed annexation and anticipated future land uses may have a significant impact on the adjacent roadways, specifically Watkins Road (County Road) and Jolly Road (Township Road). They may serve as the outlets for the development as currently presented. Our office has not had discussions to this point with either the City or the Developer regarding future road improvements, access points, etc. I would anticipate the need for substantial improvements to safely and properly serve future development buildout. As the planning for the future development moves forward, we will require the necessary Traffic Impact Studies and

coordination with the City of Marysville and their development partners towards the funding of those improvements.

Attachment *Pre-approval Review*

County Engineer
Environmental Engineer
Building Department

233 W. Sixth Street
Marysville, Ohio 43040

P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov /engineer

County Engineer
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P 937. 645. 3018
F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

Public Service with integrity

Date: January 9, 2025

Kyle Hoyng, P.E.
City of Marysville
209 S. Main Street
Marysville, Ohio 43040

Kyle,
The attached annexation plat and description of the 306.96 acres tract being annexed into the City of Marysville have been reviewed for overall closure, and adjoining deed information. The results of this review are acceptable. Final review and approval will follow after formal submission to the County Commissioners and adoption by the City of Marysville.

If there are any questions feet free to contact us.

Sincerely,

Chris Clapsaddle
Mapping Manager
(937) 645-3121

cc: City of Marysville Planning and Zoning

CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL
Mallory Lehman

RESOLUTION NO. 25-098

A RESOLUTION GRANTING THE PETITION OF COUGAR STATE FARMS, LP FOR EXPEDITED TYPE 2 ANNEXATION OF 306.96 A. +/-FROM PARIS AND DOVER TOWNSHIPS, UNION COUNTY, OHIO, INTO THE CITY OF MARYSVILLE, OHIO.

WHEREAS, Cougar State Farms, LP, Applicant(s), have presented a Petition by Owner of Real Estate for Annexation of certain land in Paris and Dover Townships, Union County, Ohio, to the City of Marysville, Ohio, utilizing the special procedure of R.C. 709.023, known as an Expedited Type 2 annexation, which Petition included a plat and legal description of the area proposed to be annexed; and

WHEREAS, Applicant filed an Expedited Type II Petition on February 14, 2025; and

WHEREAS, the Council of the City of Marysville approved Resolution 003-2025 on February 24, 2025, which resolution addresses services the City of Marysville will provide should Petition for Annexation be approved and to provide for zoning buffer requirements, and submitted the same to the County on February 27, 2025; and

WHEREAS, Agent for the Applicant filed his affidavit as to service of the Petition as required by R.C. 709.023(B); and

WHEREAS, the Union County Engineer has provided a memorandum regarding the Petition; and

WHEREAS, Paris and Dover Townships Township has not filed a written objection to the proposed annexation; and

WHEREAS, this Board has reviewed the Petition for Annexation with the supporting materials and based upon that review, FINDS that the Petition satisfies the conditions set out in R.C. §709.023(E).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO, THAT:

Section 1. The Petition for Expedited Type 2 Annexation into the City of Marysville of 306.96 A., more or less, as legally described in Exhibit A and depicted in Exhibit B, each of which are attached and incorporated by reference, from Paris and Dover Townships Township, Union County, Ohio, by Cougar State Farms, LP, is approved.

Section 2. This annexation having been considered under the special statutory procedure as an Expedited Type 2 annexation, unless otherwise provided in an annexation agreement entered into under section 709.192 of the Revised Code or in a cooperative economic development agreement entered into under section 701.07 of the Revised Code, the territory so annexed, as legally described in Exhibit A and depicted in Exhibit B, shall not at any time be excluded from the township under section 503.07 of the Revised Code and, thus, remains subject to the township's real property taxes.

Section 3. The Clerk of the Board is directed to send a certified copy of this Resolution to the Agent for the Petitioners, the Clerk of the City of Marysville, the Fiscal Officer of Paris and Dover Townships Township, and the Union County Auditor. The Clerk shall also deliver a certified copy of

the entire record of these annexation proceedings, including all resolutions of this Board, signed by a majority of the members of the Board, the petition, map, and all other papers on file, to the clerk of the City of Marysville, the municipal corporation to which annexation is proposed.

Section 4. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Revised Code §121.22.

Steve Robinson introduced this resolution and moved its passage; Tom McCarthy seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson	Yes	No
Tom McCarthy	Yes	No
Dave Lawrence	Yes	No

Passed: March 12, 2025

ATTEST: Mallory Lehman
Mallory Lehman, Clerk

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO

Steve Robinson

Tom McCarthy
Thomas A. McCarthy

absent
David A. Lawrence

Approved as to Form:

Thayne D. Gray March 12, 2025
Assistant Prosecuting Attorney

ORDINANCE _____

TO APPROVE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A ZONING AMENDMENT APPLICATION TO REVISE THE PLANNED UNIT DEVELOPMENT FOR THE MARYSVILLE EAST SECTION I PLANNED UNIT DEVELOPMENT (PUD)

WHEREAS, on May 6, 2025, the City Planning Commission reviewed an application for a Zoning Amendment to the Planned Unit Development (PUD) zoning for the Marysville East Section I PUD set forth in Appendix A of Exhibit A, incorporated herein; and

WHEREAS, said amendment set forth in Appendix A of Exhibit A only includes the Marysville East Amendment 1B, and Appendix B of Exhibit A includes the full Marysville East Section I updated Development text; and

WHEREAS, to date, the PUD zoning for Marysville East is comprised of four sections, all of which were annexed separately by Ordinance and subsequently zoned separately by Ordinance, and the corresponding Ordinances are listed here: 003-2024, 004-2024, 006-2024, 007-2024, 040-2024, 041-2024, 046-2024 and 047-2024; and

WHEREAS, this rezoning concerns all of the land contained within the annexed property known as Marysville East Section IV and some of the land contained within the annexed property known as Marysville East Section I; and

WHEREAS, the Planning Commission recommended approval of the amendment as set forth in Exhibit A; and

WHEREAS, upon receiving this recommendation from the Planning Commission, City Council shall consider Planning Commission's recommendation and hold a public hearing on the aforementioned zoning amendment with publication in a newspaper of general circulation with at least seven (7) days' notice of said hearing; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. City Council agrees with the recommendation from Planning Commission and hereby approves the application for a Zoning Amendment to the Planned Unit Development (PUD) zoning for the Marysville East Section I PUD as set forth in Exhibit A.

SECTION II. The Clerk of Council shall cause the Planning and Zoning Code of the Codified Ordinances to be amended accordingly.

1st Reading May 27, 2025

2nd Reading _____

3rd Reading _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL

EXHIBIT A

RESOLUTION _____

TO APPROVE A ZONING AMENDMENT APPLICATION TO REVISE THE PLANNED UNIT DEVELOPMENT FOR THE MARYSVILLE EAST SECTION 1 PLANNED UNIT DEVELOPMENT

WHEREAS, on May 6, 2026, the City Planning Commission has reviewed an application for a Zoning Amendment to the Planned Unit Development (PUD) zoning for Marysville East Section 1 PUD as set forth in Appendix A, incorporated herein; and

WHEREAS, The City Planning Commission recommended APPROVAL for the Zoning Amendment of the PUD, which is set forth in Appendix A, attached and incorporated herein; and

WHEREAS, a recommendation from the City Planning Commission is to be transmitted to City Council pursuant to Section 1141.34 of the Planning and Zoning Code, now therefore;

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City Planning Commission recommends to City Council that the requested Amendment to the Planned Unit Development zoning of Marysville East Section 1 be **APPROVED** in accordance with this Resolution.

Passed 5-6-2025

Chairman of Planning Commission

ATTEST:

Planning and Development Manager, Ashley Gaver

Appendix A:

Marysville East Amendment 1B Only Development Text

Appendix A - Marysville East Section 1 Amendment 1B Only Text

Marysville East Section #1B

Marysville, Ohio



Marysville East PUD Development Plan
Section #1 Approved – January 8, 2024
Section #1A Amendment Approved – June 11, 2024

Section #1B – Submitted April 8, 2025
Revised May 15, 2025

Rockford Development Investments (RDI)
Contact: Bart A. Barok, Partner
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240
614-286-2055

Development Plan Document Index

1. PUD Development Plan Application
2. Marysville East Annexations – Regional Map
3. Regional Vicinity (Context) Map
4. Survey and Legal Description
5. Existing Conditions Map – Buildings, Structures, & Tree Clearing (Revised 5.16.25)
6. 100 Year Flood Zone Map
7. Development Plan
    a. Section #1B
    b. Section #1 – Subarea C
    c. Jolly Road Buffer Map
8. Development Text
    a. Rezoning Statement
    b. General Development Standards
    c. Description of Each Subarea
        i. List of Permitted Uses
        ii. Lot Sizes, Setbacks, Height, Open Space, and Coverage
        iii. Density
        iv. Access, Parking, Loading, and Pedestrian Connectivity
        v. Landscaping
        vi. Architectural, Site, and Lighting
        vii. Signage
    d. Additional Information Requested
        i. Specific objectives section 1135.01
        ii. Public services
        iii. Comprehensive plan conformity

Received (stamp):

209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

***** IMPORTANT INFORMATION - Please read before completing the application *****

- **Required – Submission of a complete application, including all of the items listed in the application checklist.**
- **Digital Only Submittals Preferred**
- **Applications and applicable fees shall be submitted by no later than 5:00 p.m. on the application deadline date.**
- **Submitted applications and all checklist items shall be reviewed by City staff for completeness. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit the missing materials by the application deadline date to complete the application.**
- **No late submittals or additional information will be accepted after the application deadline.**
- **Any construction and/or occupancy of the site for which the PUD Development Plan is being requested for shall not commence until all appropriate approved permits are obtained by the City and the County Building Department.**

Project Site Information *(Please print clearly)*

Address of land to be rezoned: Multiple parcels on the north and south side of Watkins Road - See ownership list

Present Zoning District: Paris/Dover Township Res/Ag Present Use of the Land: Agricultural / Undeveloped / SF

Proposed Zoning District: PUD Proposed Use of the Land: Industrial/Innovation

Owner of Property: See attached

Owner's Address (Street): See attached

City, State and Zip Code: See attached

Owner's Telephone Number: See attached

Applicant Information *(Please print clearly)*

Applicant: Bart A. Barok ☐ Owner ☐ Agent ☒ Representative ☐ Other

Company: Rockford Development Investements (RDI)

Address (Street): 999 Polaris Parkway, Suite 200

City, State and Zip Code: Columbus, Ohio 43240

Telephone Number: 614-286-2055

E-mail Address: bbarok@Rockfordhomes.net

CITY OF marysville
where the grass is greener
209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

Property Owners / Signature Page

Owner of Property: Cougar State Farms Limited Partnership
Owner Address: 3160 Kingsmead Trace, Dublin Ohio 43017
Owner's Telephone #: Private

Signature of Owner: _____ Date: 11/11/24

Owner of Property: Steven R. Elliott, Trustee
Owner Address: 14802 Watkins Road, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: _____, Trustee Date: 11-11-24

Owner of Property: The Marysville Land Company, LLC
Owner Address: 8000 Walton Parkway, Ste 200, New Albany, Oh 43054
Owner's Telephone #: Private

Signature of Owner: _____ Date: 12/03/2024

Owner of Property: Karl R. & Merilyn V. Martin
Owner Address: 14872 Watkins Road, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: _____ Date: 11/11/2024
Merilyn V. Martin 11/11/2024

CITY OF marysville
where the grass is greener

209 S. Main Street • Marysville, Ohio 43040
Phone: (937) 645-7350 • Fax: (937) 645-7351 • www.marysvilleohio.org

PLANNING COMMISSION APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD) - DEVELOPMENT PLAN

Property Owners / Signature Page

Owner of Property: Joan Robinson
Owner Address: 14419 Watkins Road, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Joan Robinson Date: 11/11/24

Owner of Property: Mary L. & David Wilson
Owner Address: 14501 Watkins Road, Marysville, Ohio 43040
Owner's Telephone #: Private

Signature of Owner: Mary L. Wilson Date: 11/27/24

I hereby attest to the truth and exactness of all of the information supplied on and with this application.

Signature of Applicant: _____ Date: 3-24-2025

Signature of Owner: See Attached Date: _____

FOR CITY USE ONLY

Paid (stamp):

Fees Due: $500 $ _____

The application has been reviewed and is found to be complete.

Jeff Beard 4/9/25

City Staff Date

DECISION OF THE PLANNING COMMISSION

☑ Approved

☐ Disapproved

☐ Approved with conditions

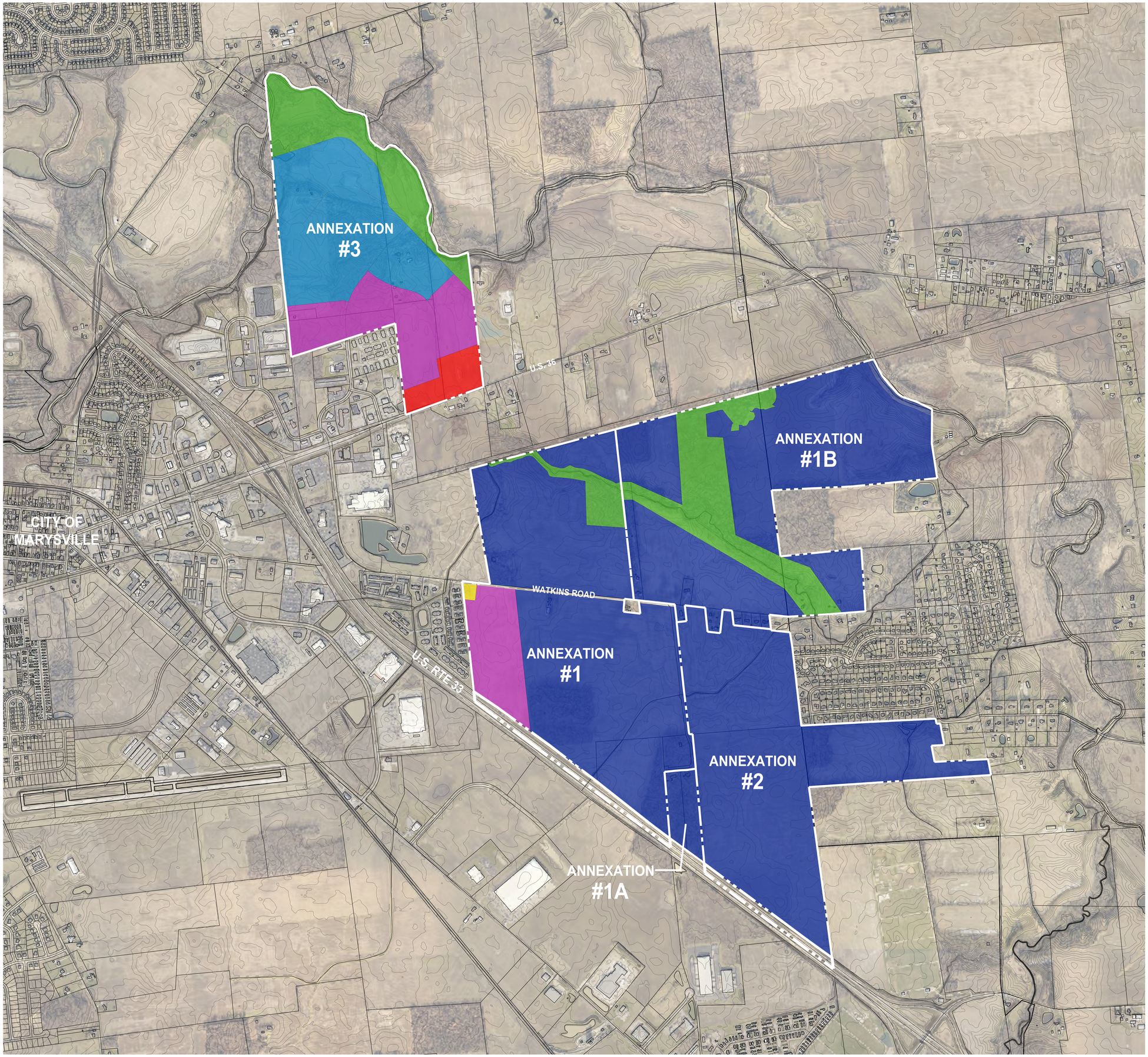
_____

_____

_____

Michael Nickoson 05/13/2025

Chairperson, Planning Commission Date



Land Use Data:

Total Area:	± 1139.385 Acres
Innovation District:	± 756.12 Acres
Commercial:	± 15.88 Acres
Single Family Residential:	± 109.75 Acres
Multi-family Residential:	± 101.71 Acres
Lift Station:	± 1.14 Acres
Open Space:	± 135.89 Acres
US 33:	± 18.89 Acres

MARYSVILLE EAST - LAND USE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 500 1500 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



MARYSVILLE EAST - VICINITY MAP

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 500 1500 N

G2 PLANNING + DESIGN | ROCKFORD DEVELOPMENT INVESTMENTS

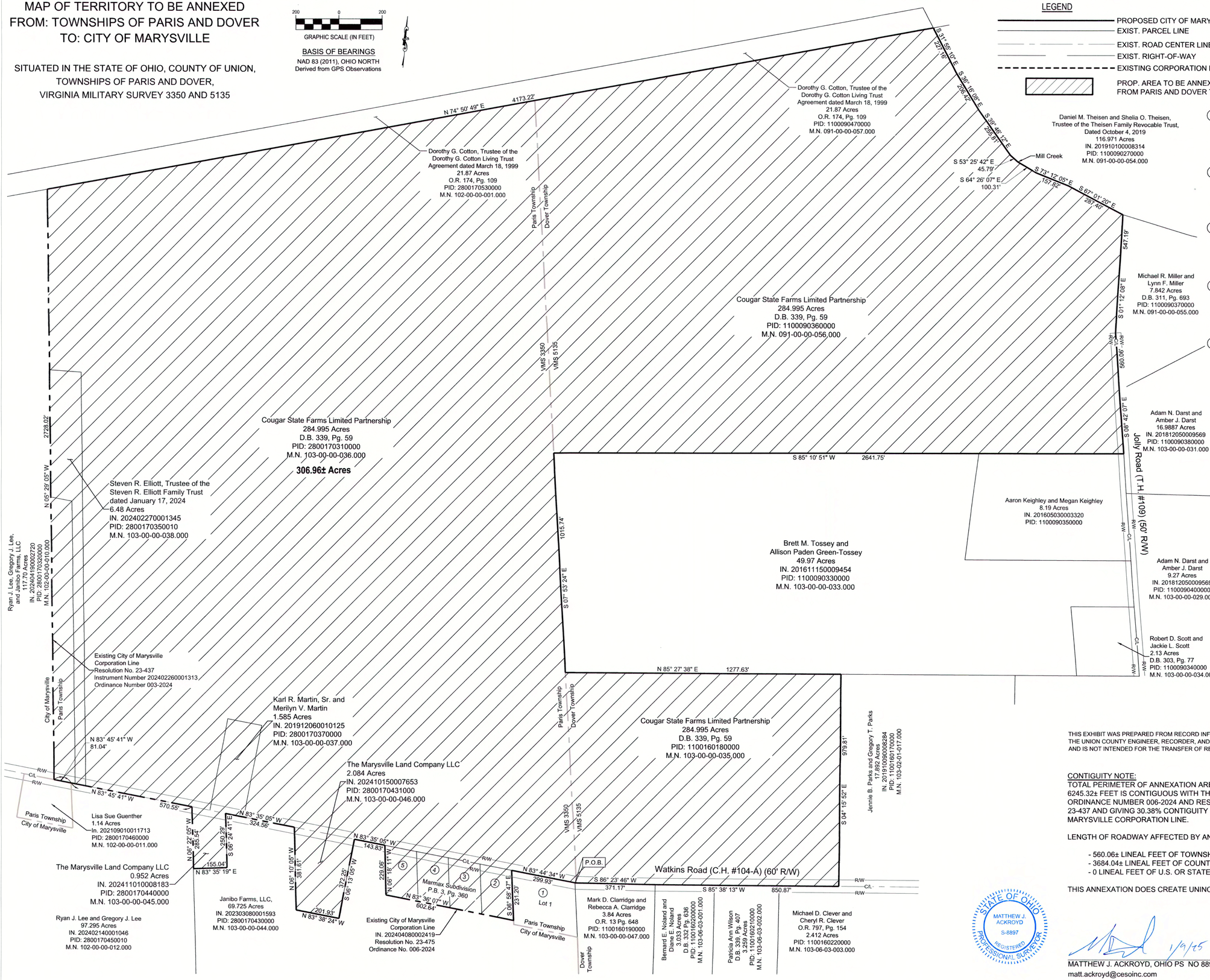
MAP OF TERRITORY TO BE ANNEXED FROM: TOWNSHIPS OF PARIS AND DOVER TO: CITY OF MARYSVILLE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION,
TOWNSHIPS OF PARIS AND DOVER,
VIRGINIA MILITARY SURVEY 3350 AND 5135

200 0 200
GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS
NAD 83 (2011), OHIO NORTH
Derived from GPS Observations

LEGEND
- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS AND DOVER TOWNSHIPS



1. Joshua A. Honaker and Ashley Lynn Cummons Honaker
Lot 1
IN. 201611030009125
PID: 2800170380000
M.N. 103-05-01-001.000

2. Joan H. Robinson
Lot 2
IN. 202306130004072
IN. 202406050003859
PID: 2800170390000
M.N. 103-05-01-002.000

3. The Marysville Land Company LLC
Lot 3
IN. 202411010008228
PID: 2800170400000
M.N. 103-05-01-003.000

4. The Marysville Land Company LLC
Lot 4
IN. 202410230007873
PID: 2800170410000
M.N. 103-05-01-004.000

5. Mary L. Wilson and David Wilson
Lot 5
O.R. 937, Pg. 336
PID: 2800170420000
M.N. 103-05-01-005.000

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 20555.64± FT, OF WHICH 6245.32± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY ORDINANCE NUMBER 006-2024 AND RESOLUTION NUMBER 23-475 and 23-437 AND GIVING 30.38% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 560.06± LINEAL FEET OF TOWNSHIP ROADS
- 3684.04± LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

1/9/25

MATTHEW J. ACKROYD, OHIO PS NO 8897 DATE
matt.ackroyd@cesoinc.com

CESO
WWW.CESOINC.COM
3601 Rigby Rd., Suite 300
Miamisburg, OH 45342
Phone: 937.435.8584 Fax: 888.208.4826

Annexation
306.96± Acres

Revisions / Submissions

ID	Description	Date

© 2024 CESO, INC.

Project Number:	764162
Scale:	1"=200'
Drawn By:	VJM
Checked By:	MJA
Date:	01/08/2024
Issue:	N/A

Drawing Title:

LEGAL DESCRIPTION

Description of 306.96 +/- Acres to be annexed from Paris and Dover Township to City of Marysville

Situated in the State of Ohio, County of Union, Township of Paris and Dover, Virginia Military Survey 3350 and 5135, being all of a 284.995 acre tract as conveyed to Cougar State Farms Limited Partnership, of record in Deed Book 339, Page 59, all of a 6.48 acre tract as conveyed to Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024, of record in Instrument Number 202402270001345, all of a 1.585 acre tract as conveyed to Karl R. Martin, Sr. and Merilyn v. Martin, of record in Instrument Number 201912060010125, all of a 0.952 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202411010008183, all of a 2.084 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202410150007653, all of Lots 2-5 of Marmax Subdivision, of record in Plat Book 3, Page 360, all deed references refer to the records of the Recorder's Office, Union County, Ohio and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1 of said Marmax Subdivision, being in the centerline of Watkins Road (C.H. #104-A);

Thence North 83°44'34" West, with said centerline, a distance of 299.93 feet to the northwest corner of said Lot 1;

Thence South 6°58'47" West, with the easterly line of Lot 2, a distance of 231.20 feet to the southeasterly corner of Lot 2 and in a northerly line of the existing City of Marysville corporation line of Instrument Number 202404080002419 and Resolution Number 23-475 and Ordinance Number 006-2024;

Thence continuing with said Corporation line and the northerly perimeter of a 69.725 acre tract as conveyed to Janibo Farms, LLC, of record in Instrument Number 202303080001593 the following courses:

North 83°36'07" West, with the southerly of said Marmax subdivision, a distance of 602.64 feet to the southwesterly corner of said Lot 5;

North 6°18'11" West, with the westerly line of said Lot 5, a distance of 229.06 feet to the northwesterly corner of Lot 5 and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 143.83 feet to the northeasterly corner of said 2.084 acre tract;

South 6°13'05" West, with the easterly line of said 2.084 acre tract, a distance of 372.25 feet to the southeasterly corner thereof;

North 83°38'24" West, with the southerly line of said 2.084 acre tract, a distance of 201.93 feet to the southwesterly corner thereof;

North 6°10'05" West, with the westerly line of said 2.084 acre tract, a distance of 381.61 feet to the northwesterly corner thereof and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 324.56 feet to the northeasterly corner of said 0.952 acre tract;

South 6°24'41" East, with the easterly line of said 0.952 acre tract, a distance of 250.29 feet to the southeasterly corner thereof;

South 83°35'19" West, with the southerly line of said 0.952 acre tract, a distance of 155.04 feet to the southwesterly corner thereof, in the easterly line of a 97.295 acre tract as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001046;

Thence continuing with said Corporation line the following courses:

North 6°22'05" West, with the easterly line of said 97.295 acre tract, a distance of 285.54 feet to the northeasterly corner thereof and being in said centerline of Watkins Road;

North 83°45'41" West, with said centerline and the northerly line of said 97.295 acre tract, a distance of 570.55 feet to northeast corner of a 1.14 acre tract as conveyed to Lisa Sue Guenther, of record in Instrument Number 202109010011713;

South 86°23'46" West, continuing with said centerline and the northerly line of a 3.84 acre tract conveyed to Mark D. Clarridge and Rebecca A. Clarridge, of record in Official Record 13, Page 648, a distance of 371.17 feet, to the **POINT OF BEGINNING** containing **306.96 +/-** acres, more or less.

The total perimeter of annexation area is 20555.64 feet, of which 6245.32 feet are contiguous with the City of Marysville, giving 30.38% contiguity.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for annexation purposes only.

The bearings shown above are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).



CESO Inc.

1/9/25

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897



MARYSVILLE EAST - EXISTING CONDITIONS PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 200 600 N

G2 PLANNING + DESIGN

..\..\..\RDI-Logo.jpg

Appendix A - Marysville East Section 1 Amendment 1B Only Text

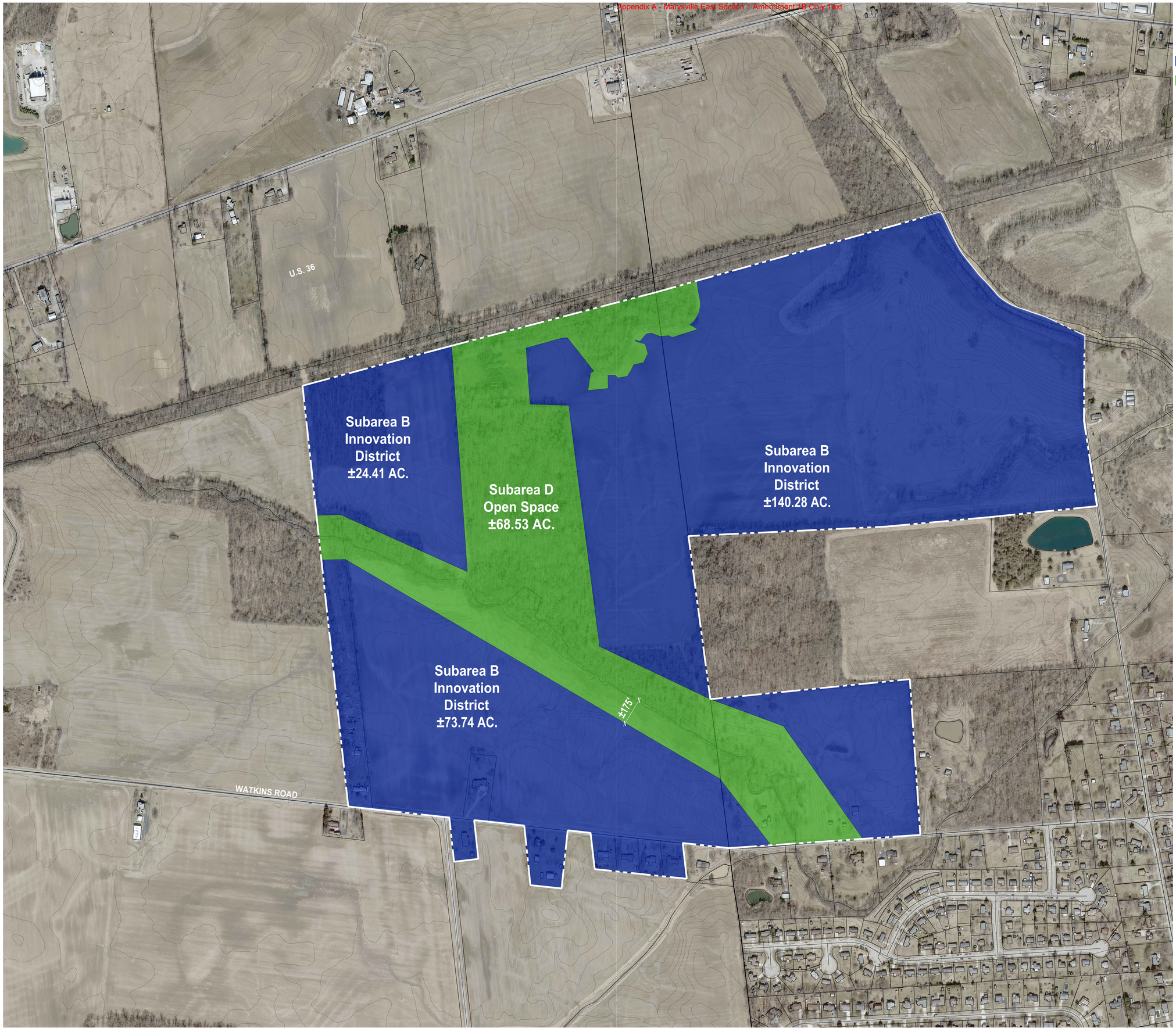


MARYSVILLE EAST ANNEXATION 1B
100 YEAR FLOOD ZONE
MARYSVILLE, OHIO 3-13-25

0 750 2,250 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



1B Subarea Data:

Total Site:	± 306.96 Acres
Subarea B Innovative District:	± 238.43 Acres
Subarea D Open Space:	± 68.53 Acres

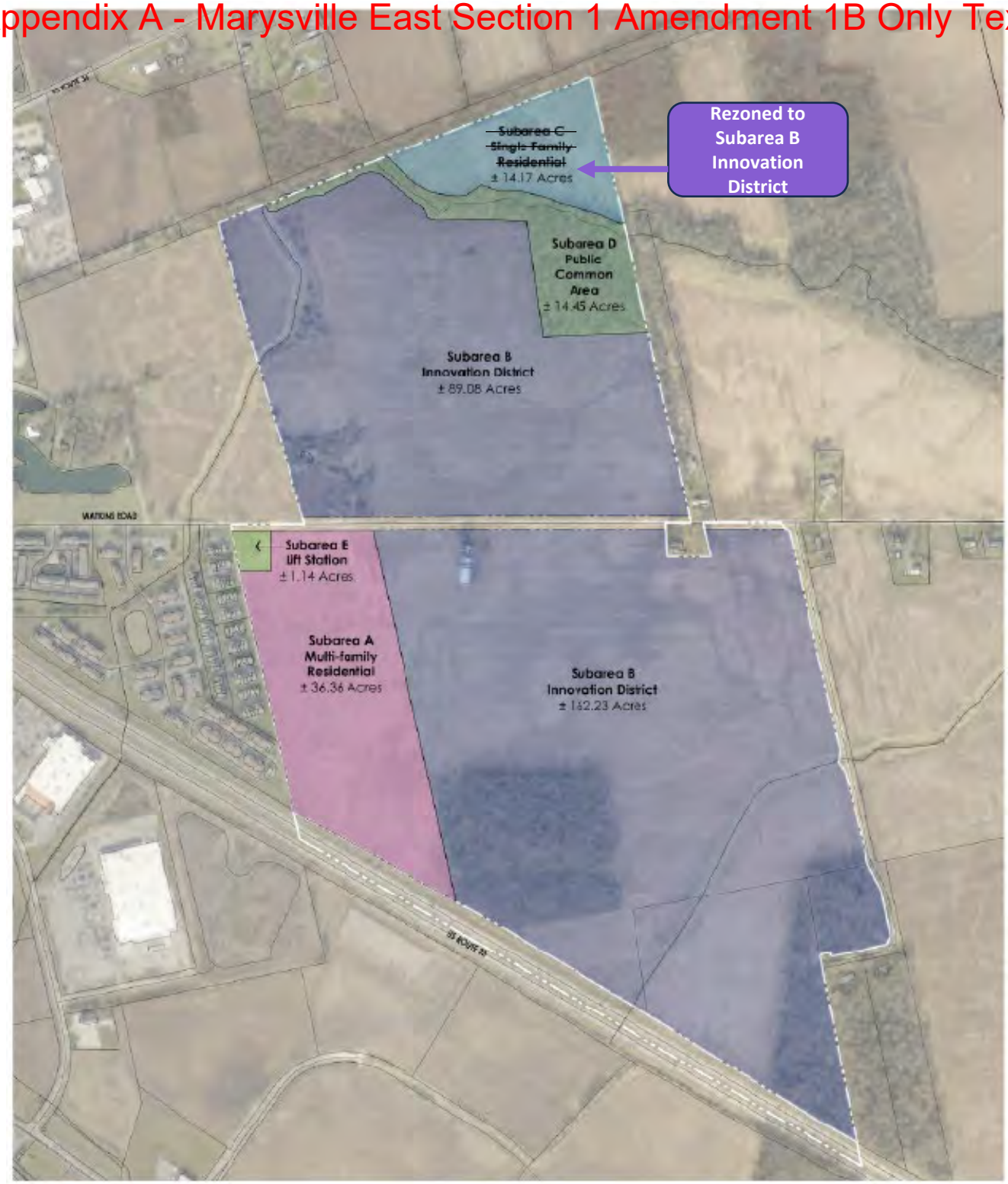
MARYSVILLE EAST - 1B SUBAREA PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 200 600 N

G2 PLANNING + DESIGN | ROCKFORD DEVELOPMENT INVESTMENTS

Appendix A - Marysville East Section 1 Amendment 1B Only Text



SUBAREA DATA

Total Site:	± 326.865 Acres
Subarea A Multifamily Residential:	± 36.36 Acres
Subarea B Innovation District:	± 251.31 Acres
Subarea C Single Family Residential:	± 14.17 Acres
Subarea D Public Common Area	± 14.45 Acres
Subarea E Lift Station:	± 1.14 Acres
US 33 Acreage:	± 11.93 Acres

WATKINS CENTRAL - SUBAREA PLAN
CITY OF MARYSVILLE, UNION COUNTY, OHIO

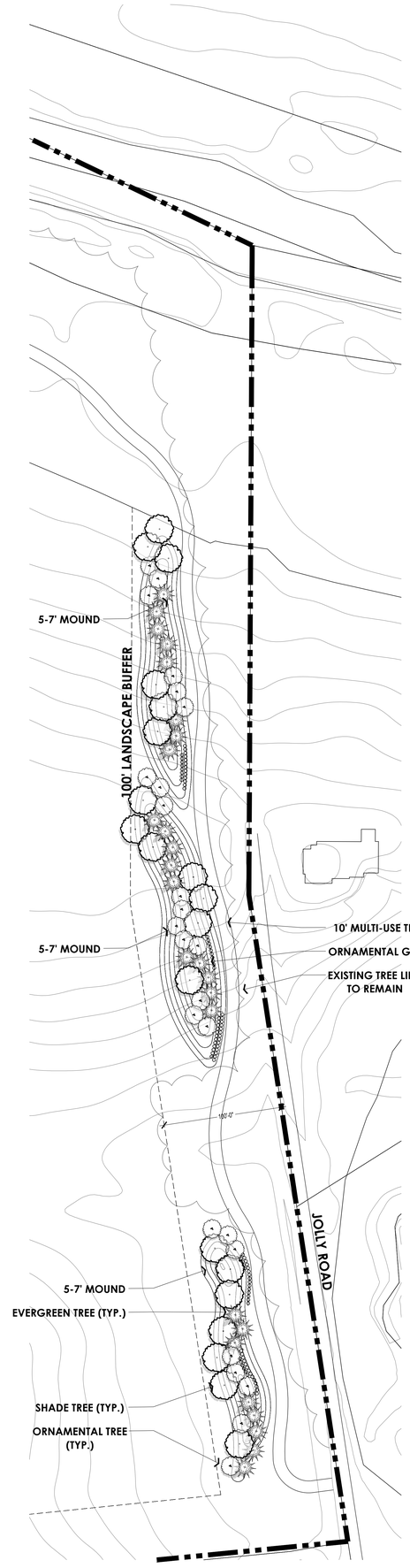
EXHIBIT C



C LANDSCAPE BUFFER ELEVATION GRAPHIC
N.T.S.



A BUFFER TYPOLOGY EXHIBIT
0 100 200 300



B LS BUFFER ENLARGEMENT
0 40 80 120

MARYSVILLE EAST - BUFFER PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

N

G2 PLANNING + DESIGN

..\..\..\RDH-Logo.jpg

Appendix A - Marysville East Section 1 Amendment 1B Only Text

REZONING STATEMENT

The Marysville East PUD Development Plan for Section #1 was approved by City Council as Ordinance 004-2024 on January 8, 2024 and included 336.865 acres. The PUD was later expanded by 15.1 acres via Marysville East Section 1A. Rockford Development Investments (RDI) and The Marysville Land Company (MLC) is in contract to purchase 9 additional parcels and will be annexing into the City of Marysville approximately 306.96 acres located on both sides of Watkins Road between Buxton Meadows and the Watkin Glen apartments. The collective parcels of Section 1B, to be annexed, are bound on the western side by the existing property included in Marysville East Section #1 and to the south by the property included in Marysville East Section #2.

The Marysville East Section #1 PUD Development Plan is being amended to include these nine parcels and will expand the areas included Subarea B – Manufacturing / Innovation District and Subarea D – Public Common Area. In addition, this amendment to Section #1 PUD proposes to rezone a 14.17-acre portion of Section #1 PUD from Subarea C - Single Family Residential to Subarea B – Manufacturing / Innovation District.

The total subareas being zoned equal approximately 306.96 acres, with 252.6 included in Subarea B – Innovation/Manufacturing District and 68.53 acres to Subarea D – Open Space. The 252.6 acres of Innovation/Manufacturing includes the conversion of the 14.17-acre parcel from residential. There is also a difference between the annexation and the zoned acreage is related to the public ROW along Watkins Road. This amendment does not change any use or development standards that apply to the original acreage within the approved PUD for Marysville East Section #1, Subarea B and D. These areas and text remain unchanged and are being restated herein for the sole purpose of convenience.

As for the rezoning of the 14.17-acre parcel from Subarea C - Single Family Residential to Subarea B – Manufacturing / Innovation District, all of the development standards below hereby apply to this acreage.

Upon approval, the combined acreage related to Section 1, with amendments, will be as follows:

Subarea A (Multi-family)	36.36 ac.
Subarea B (Innovation District)	519.01 ac.
Subarea C (Single Family Residential	0.00 ac.
Subarea D (Public Common Area)	82.98 ac.
Subarea E (Lift Station)	1.14 ac.
ROW (Watkins, Wildwood)	19.43 ac.
Total Acreage	658.925 ac.

GENERAL DEVELOPMENT STANDARDS

Marysville East Section #1B will be developed in accordance with the Marysville East Section #1 Rezoning Statement, and the Codified Ordinances of the City of Marysville as of the date that the PUD is approved by Marysville City Council (the "Codified Ordinances"), unless noted otherwise in these PUD Development Standards below. Where conflicts occur between the Codified Ordinances and these PUD Development Standards, these PUD Development Standards shall control over the Codified Ordinances.

The following development standards will apply to all areas and subareas in the Marysville East project.

Setbacks

The perimeter and interior setbacks within a particular subarea will be governed by the detail provided in each subarea. However, setbacks in areas that reflect a change in use from Manufacturing/Light Industrial/Office/Commercial/Retail to existing or proposed Residential will be expanded. This will provide additional setbacks when different uses are abutted. The expanded change of use setbacks for Marysville East will include:

- Manufacturing/Light Industrial/Office/Commercial/Retail to Residential
    - Minimum 25' from the property line on the Residential parcel from any roadway, parking, or building
    - Minimum 50' from the property line for parking and pavement, and 100' from the property line for the building on the Manufacturing/Light Industrial/Office/Commercial/Retail parcel.

In the event that a future parcel(s) located within or adjacent to a subarea comes under common ownership or control, or is zoned to allow compatible non-residential uses, then any minimum building, pavement, or landscaping setbacks set forth in this text as they apply to common or perimeter property line setbacks shall no longer apply. Should any portion of Watkins Road be eliminated as part of this development, any and all setbacks or right of way related to Watkins Road will no longer apply.

Landscape buffering shall be required between any residential and commercial uses, and between any manufacturing use and residential use. When possible, the design of the setbacks and the associated landscaping along common boundaries between two subareas should be coordinated jointly between users.

Common Open Space

With the creation of the Community Authority and subarea D, the Public Common Area, sensitive and unique natural areas will be protected and managed with minimal disturbance. These areas will be enhanced with multi-purpose trails and other amenities to develop a park system that will connect the different subareas together as well as other parts of the City and Townships. By combining the Public Common Areas with the required setbacks and open space requirements within each developed subarea, it's anticipated that the overall common area/open space for Marysville East will be more than the standard requirements. Within the subareas, any trees located outside of the boundaries of the tree clearing exhibit that are

removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.

Access

A traffic study and regional thoroughfare plan update is currently underway for the east side of Marysville at the direction of the City Engineer. These documents will help identify the roadway infrastructure needed for the industrial/innovation park as well as improvements to Watkins Road, and the intersections of US 36/Watkins Road and Watkins Road/Scottslawn.

It's anticipated that the thoroughfare plan will include a new roadway (Road A), with a ROW no greater than 100', that will ultimately link Scottslawn to the east/west section of Watkins Road to US 36 and then across Mill Creek to Rt 4. The right-of-way width of Street "A" will be determined based on the approved thoroughfare plan. A portion of this new road will serve as a bi-pass or connector between the north/south section of Watkins Road and the east/west section of Watkins Road. This bi-pass roadway will help ensure that industrial and vehicular traffic can get to and from Scottslawn without impacting the Buxton Meadow residential development. The timing of the construction of all the roadway improvements will be defined by the developers(s), and the City and County Engineers working together.

Road A and Watkins Road will have a typology and streetscape that will include fencing, street trees, and landscaping, and may have either a ditch/swale design or curb and gutter design provided that there is a consistent and cohesive design as to each roadway. Road A and Watkins Road shall include a 10' multi-purpose trail on BOTH sides. The multi-purpose trail may be located either within or outside of the right of way. The developer shall dedicate right of way along Watkins Road to the City extending for a minimum distance of 40' on both sides of the centerline. The final distance will be determined based on the approved thoroughfare plan. The desired species of street trees will be determined by the developer and the City of Marysville Arborist.

Future roads internal to the subareas will be constructed with curb and gutter and a structured stormwater system. Internal roads will include street trees, landscaping, and pedestrian elements in either a sidewalk or multi-purpose trails to provide connections.

The final specification for Road A, improvements to Watkins Road, entry points from Road A and Watkins Road, and roads internal to the subareas shall be approved by the City Engineer. All roads may be constructed in phases consistent with the pace of development and as approved during the platting and/or final development approval process.

Pedestrian Connectivity and Multi-purpose Trails

Connectivity of each subarea to other subareas and to the Public Common Areas is important to make the community more walkable. The trail system within each subarea will be defined per the City's existing code but will include connections to the trails along both sides of the major thoroughfare roadways as well as the trails within the Public Common Areas, if applicable. To maintain safety and security, public sidewalks, trails, and multi-purpose paths within Subarea D will be limited to locations adjacent to public roadways.

Sustainability and Green Infrastructure

The overall development will consider and encourage a number of sustainable development

techniques and infrastructure. Green Infrastructure for stormwater management will utilize the landscape or nature's ability to reduce, slow, filter, and/or absorb stormwater runoff from streets, parking lots, and buildings. In addition, the development will encourage the protection of sensitive natural areas through the inclusion of these areas in the Public Common Area subareas. Electric charging stations will be installed and available within all multi-family residential developments as well as many of the industrial buildings to promote the use of alternative fuels and transportation methods.

Community Authority

It is anticipated as part of the overall Marysville East development that a Community Authority will be established to help fund portions of the infrastructure such as trails, parks, services, roadway, public utilities, and other infrastructure improvements. As part of the role of the Community Authority, that entity will be responsible for maintaining the Public Common Areas throughout the development and may take ownership of such areas. The millage charged to the future residents will be responsible for funding the improvements within the Public Common Areas and the maintenance of such.

DESCRIPTION OF ZONING REQUIREMENTS FOR EACH SUBAREA

Subarea B – Manufacturing/Innovation District

The Manufacturing/Innovation District (approximately 252.6 acres) is generally located to the north of Watkins Road but does include a few of the individual homes on the southside of Watkins Road. The total acreage of this Subarea includes the 14.17 acres being rezoned from residential from Section 1. The northern property line the old railroad tracks generally running east-west. This industrial/manufacturing area will provide additional ground for future business development within the Marysville area and will lead to new employers, employees, and residents. In addition, this area will generate tax revenues for the Schools, City, and County.

In implementing this subarea, the applicant will rely on the underlying Manufacturing/Innovation District (M/I) and Light Manufacturing District (LMD) zoning designation and requirements contained in Section 1121.13 and 1121.14 respectively, as they exist and are effective on the date when this zoning text is approved by City Council, except to the extent variance and divergences are identified below and in this Development Plan application. If there is a conflict between these standards and the provisions of Section 1121.13 or 1121.14, the standards in this text shall apply.

List of Permitted Uses

- Artisan Workshop
- Commercial and Industrial Equipment and Machinery Sales, Rental, Leasing
- Commercial Printing and Publishing
- Contractor Offices
- Essential Public Services and Utilities – includes electrical substations
- Essential Private Services and Utilities – includes water or material storage tanks, generator yards, chillers, and other exterior equipment reasonably necessary for the operation of a permitted use
- Laboratory Research Facility
- Manufacturing, General

- Professional Offices
- School, College or University, Vocation and Technical, Trade or Business
- Warehousing, Private/Public
- Wholesale and Distribution
- Data Processing/Call Center
- Data Center
- Light Manufacturing
- Wireless Telecommunications Antenna, Facility, and/or Tower

For purposes of clarity, such permitted uses shall include as a permitted use, among other uses that are permitted, production and assembly uses. The term "data centers" shall mean "facilities containing large groups of networked computer servers typically used by organizations for the remote storage, processing, and distribution of large amounts of data and information.

Conditional Uses. The following uses shall be conditional uses in this subarea which are subject to review and approval in accordance with City Code Sections 1141.22 through 1141.28:

- Ground Passenger Dispatch
- Warehousing, Personal Storage/Mini
- Recycling Centers, if operated at an industrial scale
- Extended Stay Hotel

The term "Recycling Centers" shall mean "a facility designed to accept recyclable material including but not limited to plastics, paper products, batteries, and electronic equipment in bulk for the purpose of converting such products into reusable raw material or extracting therefrom reusable components or material and which does not accept material from individual consumers or the general public."

Accessory Structures

- Permitted accessory structures shall not be limited to those listed in applicable provisions of the Code or those defined below, but also shall include accessory buildings that customarily accompany the primary use on a property, as approved as part of the Design Review application.
    - Approved Accessory Structures:
        - Electrical substations
        - Water or material storage tanks
        - Generator yards
        - Chillers, including roof-top and ground mounted equipment
        - Other external equipment reasonably necessary for operations of permitted or conditional uses

Lots Size, Open Space, or Coverage Ratio

- The minimum lot width shall be 100' within this subarea, and the minimum lot size shall be 2.0 acres.
- Maximum building height – 70'
- Open space will be a minimum of 10%
- There is no maximum lot coverage for this subarea as long as all setbacks are satisfied.

Setbacks

- Parking and pavement and building setbacks in Subarea B, all of which shall be measured from either the edge of right-of-way or the perimeter boundary of Subarea B, as applicable, shall be as follows:
    - Unless otherwise specified below, setbacks from the perimeter boundary of Subarea B shall be a minimum of 50' for parking and pavement and 100' for buildings.
    - Setbacks from Road A and Watkins Road shall be a minimum of 50' from the ROW for parking and pavement and 100' from the ROW for buildings.
    - The minimum setbacks from interior public roads which are not otherwise specified herein shall be 25' from the edge of the right-of-way for parking and pavement and 50' from the edge of the right-of-way for buildings.
    - The minimum setback from the northern perimeter boundary line of this subarea shall be 25' for parking and pavement and 50' for buildings.

Access, Parking, Loading, and Pedestrian Connectivity

- Access to subarea B is defined under General Development Standards as part of the Thoroughfare Plan and includes improvements to Watkins Road and the construction of a new Road A.
    - Entrances into the subarea from Watkins Road and Road A and the associated internal roadways will be defined as part of the Engineering phase of each project.
- Off-Street Parking and Loading: Parking and loading spaces shall be provided in accordance with Code Chapter 1127. For data center uses, off-street parking shall be provided at the minimum rate of one space for each employee on the main shift, and off-street loading spaces shall be provided at the minimum rate of one loading space per building.
- Pedestrian Connectivity will be determined as part of the approval of each project and will include sidewalks, and/or multi-purpose trails which will serve as a connection to the main trail system along both sides of Watkins Road and Road A, as appropriate. Public pedestrian connections shall be located within or immediately adjacent to the public street right-of-way and shall follow City Engineering requirements. No pedestrian connections shall be required along US 33.

Landscaping

- Perimeter fencing will be added to the south side along US 33 as well as both sides of Subarea B along Watkins Road. Fencing along Road A is defined in the General Development Standards. Perimeter fencing along US 33 shall be located not less than 10' from the edge of the US 33 right-of-way unless otherwise required to accommodate stormwater drainage. Perimeter fencing along Watkins Road shall be located 1' outside the Watkins Road right-of-way or the adjacent sidewalk or mixed-use path, whichever is greater.
- The landscape treatment along the eastern and western boundaries of subarea B will include a three-foot (3') mound located within the parking and pavement setback. This mounding requirement may be waived with the approval of the City Arborist if necessary to preserve and maintain existing tree stands. This landscaping treatment requirement is eliminated should subarea B be expanded in future annexations or zonings beyond the boundaries of this application.
- Service and Loading Areas: Service areas and loading docks shall be screened to limit visibility from off-site with a minimum opacity of 75%.
- Landscaping and/or the use of existing vegetation shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from

public rights-of-way.

- Buffering, Preservation, Landscaping, and Screening: The following landscaping requirements shall apply to this subarea:
    - Tree Preservation Zones: A Tree Preservation Zone shall be located to preserve and protect trees in locations that are identified on the Existing Conditions Exhibits. Within Tree Preservation Zones, the developer shall preserve existing healthy and mature trees, provided that trees may be removed if they present a danger to persons or property or as necessary to extend utilities. Understory may be removed for any reason, and plants or trees that are of a noxious and invasive species may also be removed. All other existing tree stands noted on Exhibit – Subarea B Existing Conditions Plans may be removed from this Subarea. These trees will be removed as soon as zoning entitlements and environmental assessments are complete and the City of Marysville's Tree replacement program will not apply to these areas. A tree-clearing exhibit is included in this application to be certain what areas will be cleared. Within the subareas, any trees located outside of the boundaries of the tree clearing exhibit that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.
    - Within parking areas large unbroken expanses of parking lot shall be avoided. Large lots should be separated into a series of smaller interconnected lots separated by peninsulas or islands. No individual landscape areas shall be smaller than three hundred fifty (350) square feet. For each one hundred (100) square feet of parking area, a minimum of five (5) square feet of landscaped area shall be provided. Within the parking lot landscape islands or peninsulas at least one deciduous canopy tree with a clear trunk of at least five (5) feet above the ground shall be planted. Vehicular use area requirement, one (1) standard tree with a nursery caliper of not less than two (2) inches shall be planted for each fifty (50) feet of vehicular use area and/or parking area perimeter distance.

Open Space

- As used in this text, the term "open space" shall mean "an area of land unoccupied by buildings, structures, storage or vehicular use areas, except for recreational structures, and which is generally used for the purpose of providing grassed or landscaped areas, preservation of natural features, environmental protection, preservation of scenic views, or similar purposes. In calculating minimum open space requirements in this subarea, the definition in this paragraph shall be used. Within this subarea, open spaces may be, but shall not be required to be, open for use by the general public.

Fencing

- Code Section 1123.20.c.(1) shall not apply to Subareas B. Vinyl, barbed wire, and chain link fencing shall be prohibited in this subarea, except that black vinyl-coated chain link fencing shall be permitted. The setback requirements for fencing that apply to this subarea are set forth in Codified Ordinances Section 1121.13 (M/I District) and are minimum requirements. Any fencing that is adjacent to or in front of a building façade that fronts a public roadway shall be screened with landscaping which will achieve at least 50% opacity and a height of 75% of the fence height within 5 years of installation.

Perimeter Landscape Standards

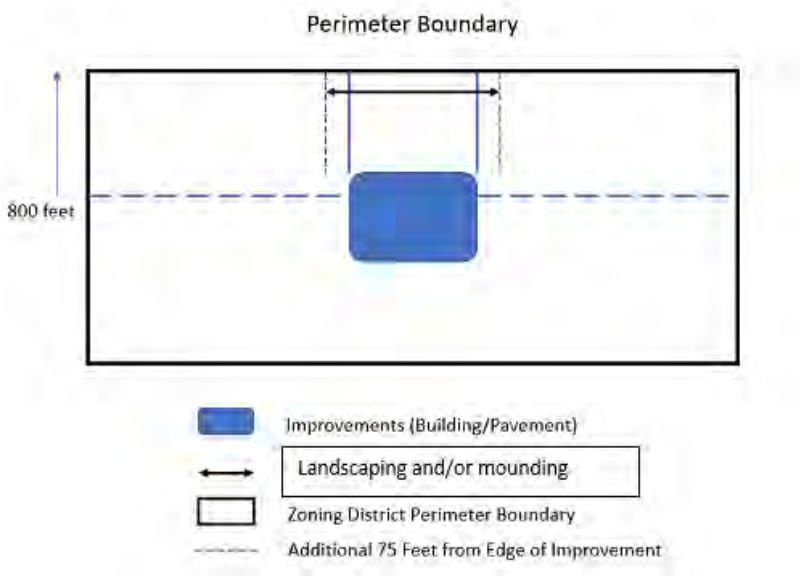
- The following perimeter landscaping standards shall apply to the exclusion of Code Section 1125.06 as they relate to required buffering between development pertaining to any

permitted or conditional use in this subarea and adjacent residential uses. For those perimeter boundaries of Subarea B which abut real property (i) containing existing residential uses or, as determined at the time that an application is filed for a building permit ("Building Permit") on real property located within this subarea, has a zoning classification which permits the development and operation of residential uses thereon, and (ii) that is not owned by the applicant for the Building Permit or by the applicant for the rezoning/Preliminary Development Plan approval that pertains to Subarea B or its affiliates (any real property meeting either of the foregoing criteria to be referred to herein as "Residential Property"), a minimum average 6-foot high mound shall be installed on the property to which the Building Permit applies along the shared property line with the abutting property. The mound shall include a landscape buffer which shall consist of a mixture of deciduous trees, evergreens, and bushes to provide an opacity of at least 80% on the date that is 4 years after planting to a minimum height of 10 feet above ground level. These mounds shall be installed within the required minimum pavement setback area as required by this zoning text. For purposes of determining which properties qualify as Residential Property hereunder, if two properties have an intervening public street right-of-way between them, they shall still be considered abutting, and in these circumstances breaks in required mounding and landscaping shall be permitted to accommodate vehicular and pedestrian access points.

- If existing trees are found within perimeter areas that have existing screening and buffering, the mounding may be omitted and the existing trees may be utilized as the required screening. The requirement for a minimum 80% opacity within 4 years after installation is still applicable with this alternative and, therefore, if necessary, additional landscaping materials (i.e., deciduous trees, evergreens, or bushes) shall be planted along those perimeter boundary areas to meet the minimum 80% opacity requirement. The plan for these areas must be reviewed and approved by the Design Review Board.

- Phasing of Residential Screening. In recognition of the significant amount of land area and the lengths of the perimeter boundaries contained within Subarea B, for all portions of Subarea B where there is required mounding and landscaping, it may be installed in phases. For each phase of development in Subarea B, such required mounding and landscaping shall be installed when it is anticipated (as provided in plans associated with relevant applications) that buildings, paved parking areas, and/or above-ground equipment or utility infrastructure, once constructed within that phase, will be located within 800 feet of the relevant perimeter boundary line. At a minimum for each phase, this mounding and landscaping shall be installed along the portion of the relevant perimeter boundary line of the subarea between two points which are determined by extending two straight lines from the perimeter boundary line of the subarea to the furthest distance on each side where planned improvements are to be constructed in that phase, and then adjusting those lines so that they are an additional distance of 150 apart. The following illustration is being provided as an example of this requirement:

Appendix A - Marysville East Section 1 Amendment 1B Only Text



Additional buffering along Jolly Road and the adjacent property has been proposed and an exhibit has been added to this submission that details this information.

Architecture

- Building Designs - The following design requirements and criteria shall apply to all permitted building typologies in this subarea and Section 1133 of the zoning code shall not apply except with respect to Office Buildings:
    - Building designs shall not mix architectural elements or ornamentation from different styles.
    - Buildings shall be required to employ a consistent use of materials on all elevations.
    - The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Subject to functional requirements for a specific building, door openings and windows should be arranged in a regular or symmetric manner except appropriate to highlight entrances. Primary entrances shall be made sufficiently prominent that they can be easily identified from a distance, except on buildings where pedestrian traffic is expected to be minimal such as, but not necessarily limited to, data centers or warehouses, or in the context of multi-building projects where the visibility of building entrances may be obstructed.
    - Elements such as meter boxes, utility conduits, generators, water and material tanks, and roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
    - Additional building images for each major typology are included in the Exhibits.
- Building Forms
    - All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
    - Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. Flat roofs are permitted.
- Materials
    - Exterior building materials shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, along with contemporary materials such as, but not limited to, aluminum,

metal, glass, stucco, or cementitious fiberboard (e.g., Hardi-plank or equivalent) shall be permitted on buildings not employing traditional styles. The use of reflective or mirrored glass shall be prohibited.

- Primary building colors shall be natural or neutral colors, including variations in the shade of colors in order to break up long facades. Up to two (2) additional colors may be used as accent elements. Fluorescent building colors are prohibited.
- Prefabricated metal buildings, untreated masonry block structures, and buildings featuring untreated poured concrete exterior walls are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.
- Generally, the quantity of materials selected for a building shall be minimized. A single material selection for each of the independent building components of roof, wall, and accents is permitted. Accents will feature at a minimum a different design element which could be an alternative material or color.
- Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.

- Additional Standards
  - In designing buildings, the user or applicant shall take into account the following, which are intended to set a level of expectation for the quality of design:
    - Architectural designs for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall be of high quality while taking into account the unique nature of the use(s) that will be found therein.
    - Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height. The distance between offsets, recesses, and/or projections will vary depending on the size of a particular building, the size of exterior building panels, and the number and location of entry points.
    - The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.
    - Contemporary exterior designs, while not required, shall be encouraged in order to create architecture that does not look aged or dated even many years after the facility is built.
    - HVAC, generators and similar equipment and associated gravel or concrete yards or pads shall be located subject to the minimum building setbacks.
- Roof-Mounted Equipment
  - Screening of all roof-mounted equipment shall be required on all four sides of buildings using materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided to screen the equipment from off-site view as measured from the property line of the parcel. Parapets (among other architectural elements) may be used to provide screening. Where a building is screened from view from outside of this subarea by a building located

within this subarea, the Design Review Board may waive or reduce these screening requirements.

- Data Center Buildings
    - The images below are intended to demonstrate data center building types that would be acceptable for development and construction in this subarea. These images are not meant to require any particular building type to be designed in the manner that is illustrated, and a variety of building aesthetics and character is encouraged throughout the subarea. The buildings that are shown below are representations of the quality of buildings that will be manifested from compliance with the architectural requirements for this subarea:





Appendix A - Marysville East Section 1 Amendment 1B Only Text



Signage

- The standards and requirements of relevant provisions of the City's Codified Ordinances for signage shall be the baseline for permitted signage in this subarea. Notwithstanding the foregoing, an applicant may present a master signage plan as part of a Design Review Board application for subarea B – Industrial. This master signage plan will be coordinated with the residential and multi-family subareas to provide a similar design theme. Such a plan shall identify the types of signs, number of signs, maximum heights, maximum sign areas, and general designs of proposed signs (not including content that falls under state or federal constitutional protections). If approved, the master sign plan, once approved, shall provide rights, obligations, and standards for signage within the entirety of this subarea. To the extent that a master signage plan conflicts with any standard in relevant provisions of the Codified Ordinances, the standards in the master signage plan shall apply, and to the extent that the master signage plan is silent on a particular standard, the relevant standard in the Codified Ordinances shall apply.

Lighting

- All parking lot and private driveway lighting shall be cut-off type fixtures and downcast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site.

- All parking lot lighting within an individual development project shall be of the same light source type and style.
- All parking lot light poles shall be constructed of metal, shall be dark in color, and consistent throughout each individual development. Light poles, including the base, shall not exceed 28 feet in height, except that light poles located within 300 feet of properties where residential uses exist or are permitted shall be no higher than 18 feet in height, each height measurement to include the base and as measured from the pavement level.
- No permanent-colored lights which would result in a "color washing" of a building or neon or florescent lights shall be used on the exterior of any building.
- All other lighting on the site shall be in accordance with the Code.
- Street lighting must meet the City's standards and specifications.
- No light spillage onto properties that are adjacent to this subarea shall be permitted from lighting sources within this subarea.

Appendix A - Marysville East Section 1 Amendment 1B Only Text

Subarea C – Single-Family Residential - REZONED

With the rezoning of approximately 14.17 acres, previously zoned as subarea C under the Marysville East Section #1 PUD, subarea C will be reduced to zero acres. The 14.17 acres is hereby rezoned as part of this amendment as subarea B - Manufacturing/Innovation District and will follow the guidelines established for subarea B. This acreage has been included in the Section 1B Subarea B total of 252.6 acres shown above.

Subarea D – Public Common Area

The natural features in this public common area subarea (approximately 68.53 acres) will be reserved, protected, and developed as part of the network of parks and trail systems that will provide recreational opportunities and promote connectivity throughout the area. The ground in this subarea, while public, will be owned, managed, and maintained by a future community authority board which will use funds from future residents and businesses to perform these duties.

In implementing this subarea, the applicant will rely on the underlying Open Space District (OSD) zoning designation and requirements contained in Section 1121.17, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Park
- Community Garden
- Commercial Recreation (outdoor)
- Essential Public Services and Utilities
- Necessary Roadway Crossings

ADDITIONAL INFORMATION REQUESTED

A. Explain how the development meets the proposed and specific objectives set forth in Section 1135.01

1135.01(a) General Objective: A planned unit development shall be classified as a unique zoning district or combination of districts that is subject to the provisions of this chapter. The purpose is to encourage and allow more creative and imaginative design of land development than is possible under standard zoning district regulations. A PUD is intended to allow flexibility in planning and design and overall benefits to the City. A PUD also permits the establishment of a variety of uses brought together as parts of a compatible and unified plan. This flexibility should result in a development that has unique characteristics and features that are not found in a development produced in accordance with standard zoning district and subdivision regulations.

1135.01 (b) Specific Objectives:

(1) To encourage unified projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are consistent with all applicable plans including but not limited to the Comprehensive Plan (2018), Thoroughfare Plan, and the intent of the Ordinance.

The proposed Sections #1, #1A, #1B, #2 & #3 PUDs contain include a mixture of uses that could not be zoned together through the standard zoning process. The Marysville comprehensive plan was used as a starting point and subareas were designed with the overall concepts in mind. For example, the major natural areas are protected and maintained, the industrial/innovation uses are aligned all the US 33 corridor with access primarily planned for Scottslawn, and the higher density residential is planned near the existing higher density residential uses and will serve as a buffer to the industrial park. The blending of all these uses could not be achieved under a straight zoning district.

(2) Allow the creation of development standards that respect the unique characteristics, natural quality, and beauty of the site and the immediate vicinity and protect the community's natural resources by avoiding development on and destruction of sensitive environmental areas.

Marysville East Section #1, #1A, #1B, #2 & #3 PUDs provides perimeter setbacks to natural areas that are larger than required by the Codified Ordinances and will protect sensitive environmental areas on-site by preserving these areas as a separate subarea (public common areas). The large open space and tree preservation area in Section #1, #1A, #1B, & #3 consists of approximately 136 acres. This public common area will be in ADDITION to the required open space of each developed subarea and will be commonly owned and managed through a newly created New Community Authority. Trails will be added to these common areas that link to all the other subareas and this process will be expanded with the future annexation of other areas.

(3) Promote economical and efficient use of land and reduce infrastructure costs through unified development.

The development will promote the economical and efficient use of the land and infrastructure by providing a platform for the development of various mixed uses.

The industrial/innovation areas will provide businesses with jobs and will generate income tax and real estate tax revenues to support services and infrastructure improvements.

(4) To provide amenities and enhancements that will sustain the quality of life and property values within the development as well as the properties surrounding the proposed PUD.

The protected public common areas and the individual pod open spaces combined will provide for recreational activities and the ability to enjoy the natural beauty of the site and surrounding areas in Marysville through the multi-purpose trails and parks. The industrial development will create much higher property values than the current CAUV ground and will help energize the region for many years.

(5) Assure compatibility between proposed land uses within and around the PUD through appropriate development controls.

Compatibility between proposed land uses within and around the Marysville East PUDs is provided through the planned transition of high-density developments around the existing core commercial development as well as increased setbacks and landscape buffers within the PUD Development Standards along mixed uses. The newly created multi-family subarea will help to buffer the existing multi-family development from the industrial / innovation area and the natural features and creek to the north will buffer the single-family development from the industrial/innovation area.

(6) Where appropriate, provide for community facilities, open space, and recreational areas.

The large open spaces across all the Marysville East PUDs, approximately 136 acres, will preserve existing natural features, with trails and connectivity added to and from each subarea. This preservation area will be in addition to the open spaces and trails that will be included in each subarea.

(7) To provide a maximum choice of business and living environments by allowing for a variety of housing, building types, and imaginative architectural design.

Across all the Marysville East PUDs, the integration of the industrial / innovation district will provide opportunities for employers to be positioned within the area and the multi-family and single-family options will provide housing options to the employees and other existing or future residents of Marysville.

(8) To provide an opportunity for a mix of complementary uses otherwise not permitted within the standard zoning classifications.

The PUD will provide a mix of complementary residential and industrial / innovation uses and establish priorities for high-quality and innovative development and appropriate buffers and transitions between existing and proposed uses.

(9) To develop land in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices, and engineering principles.

By providing the PUD Development Standards and going through the appropriate Exterior/Landscape Plan review and approval process with the Design Review Board for each contemplated development within Marysville East Section #1, it will develop in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices, and engineering principles.

B. Explain how the proposed development impacts public services and facilities, including but not limited to schools, water, sewer, and traffic.

Public Services:

- The proposed amendment to the PUD will be annexed into the Marysville City limits and with the annexation process, a service letter was provided by Marysville which warrants that all utilities and services are available and that the City is willing to take on the responsibility of servicing this area. We will be working with all service providers, which include schools, fire, police, City Engineer, traffic, parks/recreation, and City Council to put together a unique financial package that will help provide funds for these purposes.

Water:

- There is an existing 12" water main located along the north side of Watkins Road at the corner of the regional sewer pump station parcel (hydrant #1145). The initial service for the rest of the Marysville East Section #1 ground will be serviced by this line. In addition, Marysville just opened a new $50m+ water treatment plant in 2023, which will provide capacity for all the growth projected for the east side of Marysville and beyond.

- The engineering of other water laterals will be discussed during the engineering phase of each project with the City Engineer.

Sanitary Sewers:

- A regional pump station is currently being constructed along Watkins Road by the City of Marysville and is part of this PUD. The pump station property is currently in Paris Township and it was agreed by the developer to include it as part of this first annexation and PUD filing. The regional station has capacity for the entire east side of Marysville and will include a 36" gravity lateral that will run to the north to US 36. The extension of sewer laterals to service the individual parcels included in this PUD will be worked out with the City Engineer as the projects move forward.

Other Utilities:

- Electric service for this site already exists and our engineer is working to acquire service letters from the area provider which will be included in the development plan.

- Gas service for the site is available from URE and the line is located down the west side of the Bennington property, which is included with this submission.

- Spectrum has facilities adjacent to the project site and can provide service to the development.

Traffic:

- A traffic study and regional thoroughfare plan update is currently underway with the assistance and direction of the City Engineer. This document will help identify the roadway infrastructure needed for the industrial/innovation park as well as

improvements to Watkins Road and the intersections of US 36/Watkins Road and Watkins Road/Scottslawn. The developer(s), City, and Engineer will work together on a unique set of financial tools to determine the future funding of these improvements.

C. Explain how the proposed development conforms to the Marysville Comprehensive Plan.

The proposed Marysville East PUDs utilized the existing Marysville Comprehensive Plan as the basis for its development. Both the PUD and Comp Plan anticipated industrial/innovation uses along the US 33 corridor with most of the access to this area coming from Scottslawn. The PUD utilizes the multi-family development to buffer the existing residents to the west and the creek and natural tree line to buffer the single-family development from the industrial/innovation uses. The Comp Plan promotes the protection of common areas and the connection of the community to these areas, which is being accomplished with the proposed trail system. The Comp Plan also promotes mixed residential housing types which are being provided and two types, apartments, and townhomes, are intermixed among themselves providing for diversification of products within the same development.

Appendix B:

Full Marysville East Section 1 Updated Development Text

Appendix B - Full Marysville East Section 1 Updated Text

Marysville East Section #1 - Combined

Marysville, Ohio



Marysville East Combined Section #1 PUD Development Plan

Section #1 Approved – January 8, 2024

Section #1A Amendment Approved – June 11, 2024

Section #1B – Submitted April 8, 2025

Rockford Development Investments (RDI)

Contact: Bart A. Barok, Partner

999 Polaris Parkway, Suite 200

Columbus, Ohio 43240

614-286-2055

Appendix B - Full Marysville East Section 1 Updated Text

Development Plan Document Index

1. Regional Vicinity Section 1
2. Survey and Legal Description
3. Existing Conditions Maps
4. 100-year flood zone
5. Subarea Plan
6. Development Text
    a. Rezoning Statement
    b. General Development Standards
    c. Description of Each Subarea
        i. List of Permitted Uses
        ii. Lot Sizes, Setbacks, Height, Open Space, and Coverage
        iii. Density
        iv. Access, Parking, Loading, and Pedestrian Connectivity
        v. Landscaping
        vi. Architectural, Site, and Lighting
        vii. Signage
7. Additional Information Requested
    a. Specific objectives section 1135.01
    b. Public services
    c. Comprehensive plan conformity
    d. Additional development standards
8. Subarea A
    a. Exhibits D (1-3) - Development Plan, Open Space, and Illustrative
    b. Exhibit D4 – Multi-purpose path and fencing
    c. Exhibit E (1-7) - Landscape, Signage, Streetscape, Site Detail
    d. Exhibit I - Lighting
9. Subarea B – Site plans and Setbacks
10. Landscape Buffer Exhibit
    a. Jolly Road Buffer Map
11. Sample Apartment and Townhome Elevations
12. Sample Building Designs – Subarea B



SECTION #1

PARCEL #2800170320000
Bennington Kevin G Trustee & Etals
±117.70 AC.

PARCEL #2800170450020
City of Marysville
±1.141 AC.

PARCEL #2800170450010
Lee Gary J (Life Estate)
±172.494 AC.

PARCEL #2800230571000
1833 FARMS LLC
±27.60 AC.

PARCEL #2800210020000
1833 FARMS LLC
±6.00 AC.

US 33 ACREAGE
±11.93 AC.

TOTAL ACRES: ±336.865 AC.

SECTION #1A

PARCEL #2800210030000
CODNER JOSHUA T & AMY R
±6.94 AC.

PARCEL #2800210040000
Durant Frederick J
±8.22 AC.

TOTAL ACRES: ±15.16 AC.

SECTION #2

PARCEL #2800210050000
Lee Gary J (Life Estate)
±117.36 AC.

PARCEL #1100120010000
Watkins Road Development Co. LLC
±51.65 AC.

PARCEL #2800170430000
JANIBO FARMS, LLC
±68.29 AC.

US 33 ACREAGE
±6.96 AC.

TOTAL ACRES: ±244.26 AC.

SECTION #3

PARCEL #2800170080010
FEUCHT JERRY L
±34.52 AC.

PARCEL #2800170050000
FEUCHT JERRY L
±24.74 AC.

PARCEL #2800170060010
FEUCHT JERRY L
±35.89 AC.

PARCEL #2800170010000
FEUCHT JERRY L
±14.44 AC.

PARCEL #2800170030000
FEUCHT ROBERT C, FEUCHT BETTY JO
±1.50 AC.

PARCEL #2800140280010
FEUCHT ROBERT C, FEUCHT BETTY JO
±131.98 AC.

TOTAL ACRES: ±243.89 AC.

SECTION #1B

PARCEL #2800170310000
COUGAR STATE FARMS LIMITED
±159.81 AC.

PARCEL #1100090360000
COUGAR STATE FARMS LIMITED
±97.50 AC.

PARCEL #1100160180000
COUGAR STATE FARMS LIMITED
±27.69 AC.

PARCEL #2800170350010
Elliott Steven R
±6.48 AC.

PARCEL #2800170370000
Martin Karl R & Merilyn V
±1.58 AC.

PARCEL #2800170440000
INGRAM JESSICA L, INGRAM KYNNDALL A
±0.95 AC.

PARCEL #2800170431000
Henning Paul
±2.08 AC.

PARCEL #2800170420000
WILSON MARY L & DAVID
±0.78 AC.

PARCEL #2800170410000
McLaughlin Jacob D
±0.78 AC.

PARCEL #2800170400000
LIDDLE EDMUND B & JEAN M
±0.78 AC.

PARCEL #2800170390000
ROBINSON JAMES F & JOAN H
±0.78 AC.

TOTAL ACRES: ±299.21 AC.

MARYSVILLE EAST - EXHIBIT 2

CITY OF MARYSVILLE, UNION COUNTY, OHIO

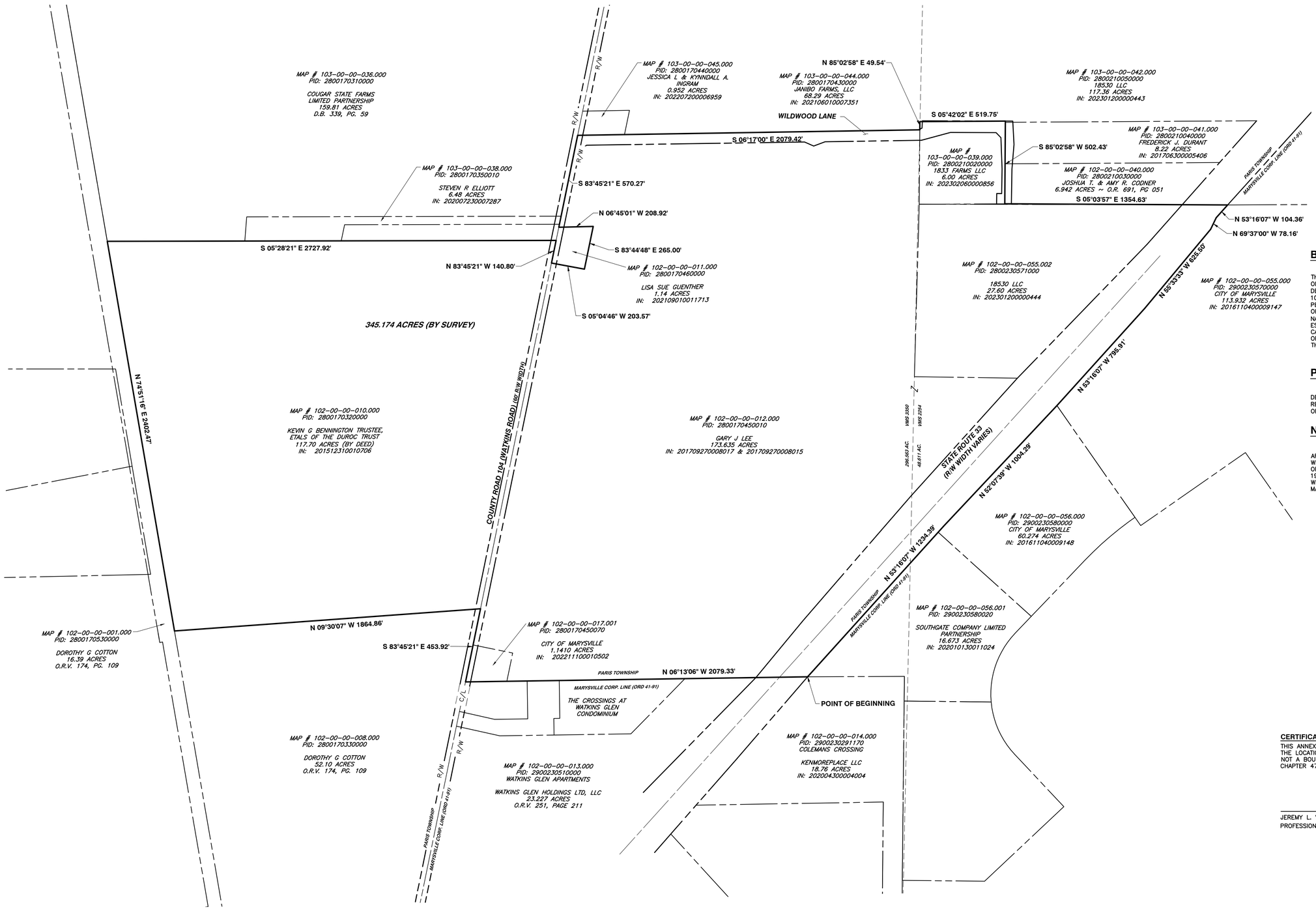
0 500 1500 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

ANNEXATION PLAT

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF PARIS,
VIRGINIA MILITARY SURVEY NUMBERS 2254 & 3350.



BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 83°45'21" WEST AS DETERMINED FOR THE CENTERLINE OF COUNTY ROAD 104 (WATKINS ROAD) BASED ON FIELD OBSERVATIONS PERFORMED IN SEPTEMBER, 2022 AND BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (NSRS 2011 ADJUSTMENT). SAID BEARING WAS ESTABLISHED BY STATIC AND RTK GPS OBSERVATIONS CALCULATED USING NATIONAL GEODETIC SURVEY, OPUS–S SERVICE PERFORMED ON SEPTEMBER, 27 OF THE YEAR 2022.

PERTINENT DOCUMENTS:

DEEDS OF RECORD ON FILE AT THE UNION COUNTY RECORDER'S OFFICE, EXISTING CEC SURVEYS, SURVEYS OF RECORD & TAX MAPS ON FILE AT UNION COUNTY.

NOTE:

AREA TO BE ANNEXED HAS 5,921.94 FEET CONTIGUITY WITH THE EXISTING CORPORATION LINE OF THE CITY OF MARYSVILLE, HAVING A TOTAL PERIMETER OF 19,265.45 FEET THAT CONTAINS 30.74% CONTIGUITY WITH EXISTING CORPORATION LINES OF THE CITY OF MARYSVILLE.

CERTIFICATION:

THIS ANNEXATION PLAT IS A GENERAL DESCRIPTION OF THE LOCATION OF PROPERTY TO BE ANNEXED AND IS NOT A BOUNDARY SURVEY AS DEFINED IN THE O.A.C. CHAPTER 4733.37.

JEREMY L. VAN OSTRAN — DATE
PROFESSIONAL LAND SURVEYOR NO. 8283

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 W. Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

PARIS TOWNSHIP
UNION COUNTY, OHIO

ANNEXATION PLAT

DATE:	AUGUST 2023
DRAWN BY:	BTB
DWG SCALE:	1" = 300'
CHECKED BY:	JLV
PROJECT NO:	325-925
APPROVED BY:	JLV

DRAWING NO.: ANNEX
SHEET 1 OF 1

P:\325-001\325-9251 - Survey\Dwg\325925DP-SV01-ANNEX.dwg[2] LS:(8/1/2023 - Assmith) - LP: 8/1/2023 3:05 PM

DESCRIPTION OF 351.258 ACRES

Situated in the State of Ohio, County of Union, Township of Paris, Virginia Military Survey Nos. 2254 and 3350, being all of a 173.635 acre tract of land as conveyed to Gary J. Lee, for and during his natural life, remainder to Ryan J. Lee and Gregory J. Lee in Instrument Numbers 201709270008015 and 201709270008017, all of a 117.70 acre tract of land as conveyed to Kevin G. Bennington Trustee, etals of the Duroc Truct in Instrument Number 201512310010706, all of that 27.60 acre tract of land as conveyed to 18530 LLC in Instrument Number 202301200000444, all of that 6.00 acre tract as conveyed to 1833 Farms LLC in Instrument Number 202302060000856,and part of the right-of-way of State Route 33, all references to records being on file in the Office of the Recorder, Union County, Ohio, said 351.258 acre tract being more fully described herein;

BEGINNING at a point on the southerly limited access right-of-way of State Route 33 and the easterly line of the City of Marysville as incorporated in Ordinance 41-91, also being the northwesterly corner of that 16.673 acre tract as conveyed to Southgate Company Limited Partnership in Instrument Number 202010130011024, also being the northeasterly corner of that 18.76 acre tract as conveyed to Kenmore Place LLC in Instrument Number 202004300004004;

Thence along the easterly line of said corporation limit, crossing State Route 33, along the easterly lines of Watkins Glen Apartments and The Crossings at Watkins Glen Condominium, **North 06°13'06" West** a distance of **2079.33 feet** to a point in the centerline of Watkins Road (C.R. 104, 60’ r/w);

Thence along said centerline, **South 83°45'21" East** a distance of **453.92 feet** to the southwesterly corner of said 117.70 acre tract, and the southeasterly corner of that 52.10 acre tract as conveyed to Dorothy G. Cotton in Official Record 174, Page 109;

Thence along the westerly line of said 117.70 acre tract and the easterly line of said 52.10 acre tract, **North 09°30'07" West** a distance of **1864.86 feet** to a point on the southerly line of that 16.39 acre tract as conveyed to Dorothy G. Cotton in Official Record 174, Page 109;

Thence along the northerly line of said 117.70 acre tract and the southerly line of said 16.39 acre tract, **North 74°51'16" East** a distance of **2402.47 feet** to a point on the westerly line of that 159.81 acre tract conveyed to Cougar State Farms Limited Partnership in Deed Book 339, Page 59;

Thence along the easterly line of said 117.70 acre tract, the westerly line of said 159.81 acre tract, and the westerly line of that 6.41 acre tract as conveyed to Steven R. Elliott in Instrument Number 202007230007287, **South 05°28'21" East** a distance of **2727.92 feet** to a point in the centerline of said Watkins Road and on the northerly line of that 1.14 acre tract conveyed to Lisa Sue Guenther in Instrument Number 202109010011713;

Thence along the centerline of said Watkins Road and the northerly line of said 1.14 acre tract, **North 83°45'21" West** a distance of **140.80 feet** to a point;

Thence along the westerly, southerly, and easterly lines of said 1.14 acre tract the following three (3) courses and distances:

South 05°04'46" West a distance of **203.57 feet** to a point;

South 83°44'48" East a distance of **265.00 feet** to a point;

250 W. Old Wilson Bridge Road, Suite 250 | Worthington, OH 43085 | p: 614-540-6633 f: 614-540-6638 | www.cecinc.com

North 06°45'01" West a distance of **208.92 feet** to a point in the centerline of said Watkins Road;

Thence along the centerline of said Watkins Road, **South 83°45'21" East** a distance of **570.27 feet** to a point at the northeasterly corner of said 173.635 acre tract;

Thence leaving said centerline and along the easterly line of said 173.635 acre tract and the easterly right-of-way line of Wildwood Lane, the westerly line of that 0.952 acre tract as conveyed to Jessica L. & Kynndall A. Ingram in Instrument Number 202207200006959, and the westerly line of that 68.29 acre tract as conveyed to Janibo Farms, LLC in Instrument Number 202106010007351, **South 06°17'00" East** a distance of **2079.42 feet** to a point on the southerly line of VMS 3350 and the northerly line of VMS 2254;

Thence along the northerly line of said 6.00 acre tract, **North 85°02'58" East** a distance of **49.54 feet** to a point at the northeasterly corner of said 6.00 acre tract and the northwesterly corner of that 117.36 acre tract conveyed to 18530 LLC in Instrument Number 202301200000443;

Thence along the easterly line of said 6.00 acre tract, the west line of said 117.36 acre tract, **South 05°42'02" East**, a distance of **519.75 feet** to a point at the northeasterly corner of that 8.22 acre tract as conveyed to Frederick J. Durant in Instrument Number 201706300005406;

Thence along the northerly line of said 8.22 acre tract and the northerly line of that 6.942 acre tract as conveyed to Joshua T. and Amy R. Codner in Official Record 691, Page 051, **South 85°02'58" West** a distance of **502.43 feet** to a point at the southwesterly corner of said 6.00 acre tract and the northwesterly corner of said 6.942 acre tract;

Thence along the westerly line of said 6.942 acre tract and across State Route 33, **South 05°14'31" East** a distance of **1354.63 feet** to a point on the southerly limited access right-of-way of State Route 33;

Thence along said southerly limited access right-of-way line the following six (6) courses and distances:

North 53°16'07" West a distance of **104.36 feet** to a point;

North 69°37'00" West a distance of **78.16 feet** to a point;

North 55°33'33" West a distance of **625.50 feet** to a point;

North 53°16'07" West a distance of **795.91 feet** to a point;

North 52°07'39" West a distance of **1004.29 feet** to a point;

North 53°16'07" West a distance of **1234.39 feet** to the **Point of Beginning**, containing **351.258 acres**, which 296.563 acres lies within Virginia Military Survey Number 3350 and 48.611 acres lies in Virginia Military Survey Number 2254.

The bearing of North 83°45'21" West as determined for the centerline of Watkins Road based on field observations performed in September, 2022 and based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS 2011 adjustment). Said bearing was established by Static and RTK GPS Observations, calculated using National Geodetic Survey, OPUS-S service performed on September, 27 of the year 2022.

The above description is based on deeds of record and available existing surveys, the aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for annexation purposes only.

Area to be annexed has 5,921.94 feet contiguity with the existing corporation line of the City of Marysville, having a total perimeter of 19,265.45 feet that contains 30.74% contiguity with existing corporation lines of the City of Marysville.

The above description is a general description of the location of the property to be annexed. The survey was performed in September of 2022.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

6/02/2023

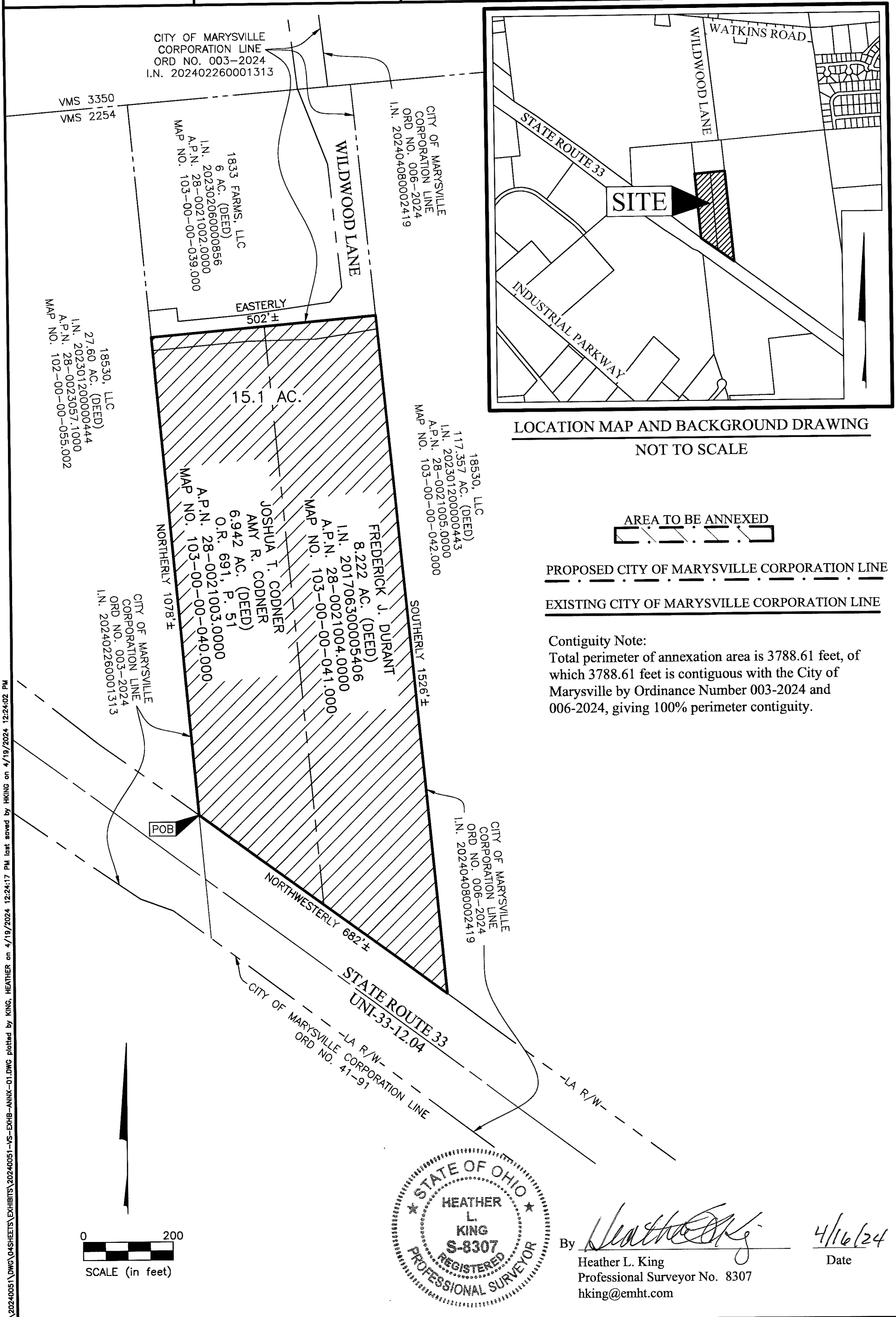
Jeremy L. Van Ostran, P.S. Date
Registered Surveyor No. 8283

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

PROPOSED ANNEXATION OF 15.1 ACRES

SURVEY NUMBER 2254
VIRGINIA MILITARY DISTRICT
TOWNSHIP OF PARIS, COUNTY OF UNION, STATE OF OHIO

Date:	Scale:	Job No:	Sheet No:
April 16, 2024	1" = 200'	2024-0051	1 of 1



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

AREA TO BE ANNEXED

PROPOSED CITY OF MARYSVILLE CORPORATION LINE

EXISTING CITY OF MARYSVILLE CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 3788.61 feet, of which 3788.61 feet is contiguous with the City of Marysville by Ordinance Number 003-2024 and 006-2024, giving 100% perimeter contiguity.

STATE OF OHIO
HEATHER L. KING
S-8307
REGISTERED PROFESSIONAL SURVEYOR

By _____ 4/16/24
Heather L. King
Professional Surveyor No. 8307
hking@emht.com
Date

J:\20240051\DWG\04SHEETS\EXHIBITS\20240051-VS-EXHB-ANNX-01.DWG plotted by KING, HEATHER on 4/19/2024 12:24:17 PM last saved by HKING on 4/19/2024 12:24:02 PM

PROPOSED ANNEXATION OF 15.1 ACRES

FROM: PARIS TOWNSHIP

TO: CITY OF MARYSVILLE

Situate in the State of Ohio, County of Union, Township of Paris, located in Survey Number 2254, Virginia Military District, being all of that 6.942 acre tract conveyed to Joshua T. Codner and Amy R. Codner by deed of record in Official Record 691, Page 51, and that 8.222 acre tract conveyed to Frederick J. Durant by deed of record in Instrument Number 201706300005406 (all references refer to the records of the Recorder's Office, Union County, Ohio), being more particularly described as follows:

BEGINNING in the northeasterly limited access right-of-way line of State Route 33, at the southerly common corner of said 6.942 acre tract and that 27.60 acre tract conveyed to 18530, LLC by deed of record in Instrument Number 202301200000444, and being in the City of Marysville Corporation Line as established by Ordinance Number 003-2024, of record in Instrument Number 202402260001313;

Thence Northerly, with the line common to said 6.942 acre and 27.60 acre tracts, with said Corporation Line, a distance of approximately 1078 feet to a point at the southwesterly corner of that 6 acre tract conveyed to 1833 Farms, LLC by deed of record in Instrument Number 202302060000856;

Thence Easterly, with the northerly line of said 6.942 acre and 8.222 acre tracts, the southerly line of said 6 acre tract, and said Corporation Line, a distance of approximately 502 feet to a point in the westerly line of that 117.357 acre tract conveyed to 18530, LLC by deed of record in Instrument Number 202301200000443, being in the City of Marysville Corporation Line as established by Ordinance Number 006-2024, of record in Instrument Number 202404080002419;

Thence Southerly, with the line common to said 8.222 acre and 117.357 acre tracts, with said Corporation Line (Ord. 006-2024), a distance of approximately 1526 feet to a point in said northeasterly limited access right-of-way line;

Thence Northwesterly, with said northeasterly limited access right-of-way line, the southwesterly line of said 8.222 acre and 6.942 acre tracts, and with said Corporation Line (Ord. 006-2024), a distance of approximately 682 feet to the TRUE POINT OF BEGINNING, containing 15.1 acres, more or less.

This description was prepared for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

4/16/24

Heather L. King
Professional Surveyor No. 8307

HLK
15_1 ac 20240051-VS-EXHB-ANNX-01

MAP OF TERRITORY TO BE ANNEXED FROM: TOWNSHIPS OF PARIS AND DOVER TO: CITY OF MARYSVILLE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION,
TOWNSHIPS OF PARIS AND DOVER,
VIRGINIA MILITARY SURVEY 3350 AND 5135

200 0 200
GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS
NAD 83 (2011), OHIO NORTH
Derived from GPS Observations

LEGEND
- PROPOSED CITY OF MARYSVILLE CORPORATION LINE
- EXIST. PARCEL LINE
- EXIST. ROAD CENTER LINE
- EXIST. RIGHT-OF-WAY
- EXISTING CORPORATION LINE
- PROP. AREA TO BE ANNEXED FROM PARIS AND DOVER TOWNSHIPS

CESO
WWW.CESOINC.COM
3601 Rigby Rd., Suite 300
Miamisburg, OH 45342
Phone: 937.435.8584 Fax: 888.208.4826

N 74° 50' 49" E 4173.22'

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999
21.87 Acres
O.R. 174, Pg. 109
PID: 2800170530000
M.N. 102-00-00-001.000

Dorothy G. Cotton, Trustee of the Dorothy G. Cotton Living Trust Agreement dated March 18, 1999
21.87 Acres
O.R. 174, Pg. 109
PID: 1100090470000
M.N. 091-00-00-057.000

S 31° 58' 10" E 227.76'
S 36° 16' 09" E 206.42'
S 39° 46' 17" E 228.81'
S 53° 25' 42" E 45.79'
S 64° 26' 07" E 100.31'
S 73° 12' 05" E 157.82'
S 67° 01' 20" E 287.40'

Mill Creek

Daniel M. Theisen and Shelia O. Theisen, Trustee of the Theisen Family Revocable Trust, Dated October 4, 2019
116.971 Acres
IN. 201910100008314
PID: 1100090270000
M.N. 091-00-00-054.000

Paris Township
Dover Township

VMS 3350
VMS 5135

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100090360000
M.N. 091-00-00-056.000

547.19'
S 01° 12' 08" E
560.06'
N 01° 12' 08" W

Michael R. Miller and Lynn F. Miller
7.842 Acres
D.B. 311, Pg. 693
PID: 1100090370000
M.N. 091-00-00-055.000

1. Joshua A. Honaker and Ashley Lynn Cummons Honaker
Lot 1
IN. 201611030009125
PID: 2800170380000
M.N. 103-05-01-001.000

2. Joan H. Robinson
Lot 2
IN. 202306130004072
IN. 202406050003859
PID: 2800170390000
M.N. 103-05-01-002.000

3. The Marysville Land Company LLC
Lot 3
IN. 202411010008228
PID: 2800170400000
M.N. 103-05-01-003.000

4. The Marysville Land Company LLC
Lot 4
IN. 202410230007873
PID: 2800170410000
M.N. 103-05-01-004.000

5. Mary L. Wilson and David Wilson
Lot 5
O.R. 937, Pg. 336
PID: 2800170420000
M.N. 103-05-01-005.000

Adam N. Darst and Amber J. Darst
16.9887 Acres
IN. 201812050009569
PID: 1100090380000
M.N. 103-00-00-031.000

S 08° 42' 07" E

Jolly Road (T.H. #109) (50' R/W)

S 85° 10' 51" W 2641.75'

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 2800170310000
M.N. 103-00-00-036.000
306.96± Acres

2728.02'
N 05° 29' 05" W

Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024
6.48 Acres
IN. 202402270001345
PID: 2800170350010
M.N. 103-00-00-038.000

Ryan J. Lee, Gregory J. Lee, and Janibo Farms, LLC
177.70 Acres
IN. 202404190002720
PID: 2800170320000
M.N. 102-00-00-010.000

1015.74'
S 07° 53' 24" E

Aaron Keighley and Megan Keighley
8.19 Acres
IN. 201605030003320
PID: 1100090350000

Brett M. Tossey and Allison Paden Green-Tossey
49.97 Acres
IN. 201611150009454
PID: 1100090330000
M.N. 103-00-00-033.000

Adam N. Darst and Amber J. Darst
9.27 Acres
IN. 201812050009569
PID: 1100090400000
M.N. 103-00-00-029.000

Robert D. Scott and Jackie L. Scott
2.13 Acres
D.B. 303, Pg. 77
PID: 1100090340000
M.N. 103-00-00-034.000

N 85° 27' 38" E 1277.63'

Existing City of Marysville Corporation Line
Resolution No. 23-437
Instrument Number 202402260001313
Ordinance Number 003-2024

City of Marysville
Paris Township

Karl R. Martin, Sr. and Merilyn V. Martin
1.585 Acres
IN. 201912060010125
PID: 2800170370000
M.N. 103-00-00-037.000

N 83° 45' 41" W 81.04'

The Marysville Land Company LLC
2.084 Acres
IN. 202411010007653
PID: 2800170431000
M.N. 103-00-00-046.000

Paris Township
Dover Township

Cougar State Farms Limited Partnership
284.995 Acres
D.B. 339, Pg. 59
PID: 1100160180000
M.N. 103-00-00-035.000

979.81'
S 04° 15' 52" E

Jennie B. Parks and Gregory T. Parks
17.892 Acres
IN. 201911090008284
PID: 1100160170000
M.N. 103-02-01-017.000

R/W
C/L
R/W

N 83° 45' 41" W 570.55'

Paris Township
City of Marysville

Lisa Sue Guenther
1.14 Acres
In. 202109010011713
PID: 2800170460000
M.N. 102-00-00-011.000

N 83° 35' 05" W 324.56'
N 06° 22' 05" W 285.54'
S 06° 24' 41" E 250.29'
155.04'
N 83° 35' 19" E

N 83° 35' 05" W 143.83'
N 06° 10' 05" W 381.61'
S 06° 13' 05" W 372.25'
201.93'
N 83° 38' 24" W

VMS 3350
VMS 5135

P.O.B.
N 83° 44' 34" W 299.93'
S 86° 23' 46" W 371.17'
Watkins Road (C.H. #104-A) (60' R/W)
S 85° 38' 13" W 850.87'
R/W
C/L
R/W

The Marysville Land Company LLC
0.952 Acres
IN. 202411010008183
PID: 2800170440000
M.N. 103-00-00-045.000

Ryan J. Lee and Gregory J. Lee
97.295 Acres
IN. 202402140001046
PID: 2800170450010
M.N. 102-00-00-012.000

Janibo Farms, LLC,
69.725 Acres
IN. 202303080001593
PID: 2800170430000
M.N. 103-00-00-044.000

Existing City of Marysville Corporation Line
IN. 202404080002419
Resolution No. 23-475
Ordinance No. 006-2024

N 06° 18' 11" W 229.06'
N 83° 36' 07" W 602.64'
S 06° 58' 47" E 231.20'
Marmax Subdivision P.B. 3, Pg. 360
Lot 1

Paris Township
City of Marysville

Dover Township

Mark D. Clarridge and Rebecca A. Clarridge
3.84 Acres
O.R. 13 Pg. 648
PID: 1100160190000
M.N. 103-00-00-047.000

Bernard E. Noland and Diane E. Noland
3.033 Acres
D.B. 332 Pg. 636
PID: 1100160200000
M.N. 103-06-03-001.000

Patricia Ann Wilson
D.B. 339, Pg. 407
3.259 Acres
PID: 1100160220000
M.N. 103-06-03-002.000

Michael D. Clever and Cheryl R. Clever
O.R. 797, Pg. 154
2.412 Acres
PID: 1100160220000
M.N. 103-06-03-003.000

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE UNION COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY

CONTIGUITY NOTE:
TOTAL PERIMETER OF ANNEXATION AREA IS 20555.64± FT, OF WHICH 6245.32± FEET IS CONTIGUOUS WITH THE CITY OF MARYSVILLE BY ORDINANCE NUMBER 006-2024 AND RESOLUTION NUMBER 23-475 and 23-437 AND GIVING 30.38% CONTIGUITY WITH THE EXISTING CITY OF MARYSVILLE CORPORATION LINE.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION:

- 560.06± LINEAL FEET OF TOWNSHIP ROADS
- 3684.04± LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES CREATE UNINCORPORATED ISLANDS.

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

1/9/25

MATTHEW J. ACKROYD, OHIO PS NO 8897 DATE
matt.ackroyd@cesoinc.com

Annexation
306.96± Acres

Revisions / Submissions

ID	Description	Date

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Project Number:	764162
Scale:	1"=200'
Drawn By:	VJM
Checked By:	MJA
Date:	01/08/2024
Issue:	N/A

Drawing Title:

LEGAL DESCRIPTION

Description of 306.96 +/- Acres to be annexed from Paris and Dover Township to City of Marysville

Situated in the State of Ohio, County of Union, Township of Paris and Dover, Virginia Military Survey 3350 and 5135, being all of a 284.995 acre tract as conveyed to Cougar State Farms Limited Partnership, of record in Deed Book 339, Page 59, all of a 6.48 acre tract as conveyed to Steven R. Elliott, Trustee of the Steven R. Elliott Family Trust dated January 17, 2024, of record in Instrument Number 202402270001345, all of a 1.585 acre tract as conveyed to Karl R. Martin, Sr. and Merilyn v. Martin, of record in Instrument Number 201912060010125, all of a 0.952 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202411010008183, all of a 2.084 acre tract as conveyed to The Marysville Land Company LLC, of record in Instrument Number 202410150007653, all of Lots 2-5 of Marmax Subdivision, of record in Plat Book 3, Page 360, all deed references refer to the records of the Recorder's Office, Union County, Ohio and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1 of said Marmax Subdivision, being in the centerline of Watkins Road (C.H. #104-A);

Thence North 83°44'34" West, with said centerline, a distance of 299.93 feet to the northwest corner of said Lot 1;

Thence South 6°58'47" West, with the easterly line of Lot 2, a distance of 231.20 feet to the southeasterly corner of Lot 2 and in a northerly line of the existing City of Marysville corporation line of Instrument Number 202404080002419 and Resolution Number 23-475 and Ordinance Number 006-2024;

Thence continuing with said Corporation line and the northerly perimeter of a 69.725 acre tract as conveyed to Janibo Farms, LLC, of record in Instrument Number 202303080001593 the following courses:

North 83°36'07" West, with the southerly of said Marmax subdivision, a distance of 602.64 feet to the southwesterly corner of said Lot 5;

North 6°18'11" West, with the westerly line of said Lot 5, a distance of 229.06 feet to the northwesterly corner of Lot 5 and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 143.83 feet to the northeasterly corner of said 2.084 acre tract;

South 6°13'05" West, with the easterly line of said 2.084 acre tract, a distance of 372.25 feet to the southeasterly corner thereof;

North 83°38'24" West, with the southerly line of said 2.084 acre tract, a distance of 201.93 feet to the southwesterly corner thereof;

North 6°10'05" West, with the westerly line of said 2.084 acre tract, a distance of 381.61 feet to the northwesterly corner thereof and in the centerline of Watkins Road;

North 83°35'05" West, with said centerline, a distance of 324.56 feet to the northeasterly corner of said 0.952 acre tract;

South 6°24'41" East, with the easterly line of said 0.952 acre tract, a distance of 250.29 feet to the southeasterly corner thereof;

South 83°35'19" West, with the southerly line of said 0.952 acre tract, a distance of 155.04 feet to the southwesterly corner thereof, in the easterly line of a 97.295 acre tract as conveyed to Ryan J. Lee and Gregory J. Lee, of record in Instrument Number 202402140001046;

Thence continuing with said Corporation line the following courses:

North 6°22'05" West, with the easterly line of said 97.295 acre tract, a distance of 285.54 feet to the northeasterly corner thereof and being in said centerline of Watkins Road;

North 83°45'41" West, with said centerline and the northerly line of said 97.295 acre tract, a distance of 570.55 feet to northeast corner of a 1.14 acre tract as conveyed to Lisa Sue Guenther, of record in Instrument Number 202109010011713;

South 86°23'46" West, continuing with said centerline and the northerly line of a 3.84 acre tract conveyed to Mark D. Clarridge and Rebecca A. Clarridge, of record in Official Record 13, Page 648, a distance of 371.17 feet, to the **POINT OF BEGINNING** containing **306.96 +/-** acres, more or less.

The total perimeter of annexation area is 20555.64 feet, of which 6245.32 feet are contiguous with the City of Marysville, giving 30.38% contiguity.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for annexation purposes only.

The bearings shown above are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011).



CESO Inc.

1/9/25

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897



ZONING KEY

- PLANNED UNIT DEVELOPMENT (PUD)
- REGIONAL MIXED USE DISTRICT (RMU)
- MANUFACTURING / INNOVATION DISTRICT (M/I)
- FARM / RESIDENTIAL DISTRICT (U-1) PARIS TOWNSHIP

WATKINS CENTRAL - EXISTING CONDITIONS

CITY OF MARYSVILLE, UNION COUNTY, OHIO

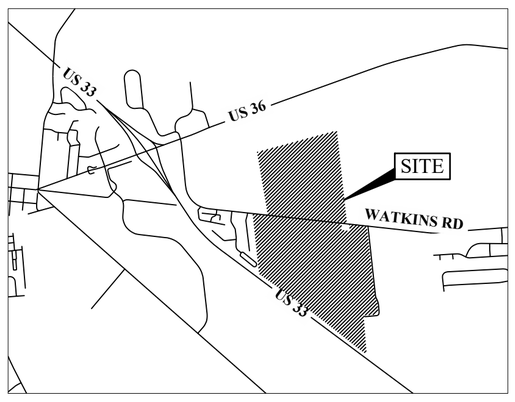
EXHIBIT B

0 200 600 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



VICINITY MAP
NTS

DELAWARE AVENUE / US 36
EXISTING RAIL ROAD
EXISTING TREES TO BE REMOVED
EXISTING STREAM TO BE PERMITTED FOR REMOVAL OR REALIGNMENT
EXISTING ZONING: U-1
PROPOSED ZONING: PUD
EXISTING TREES TO BE REMOVED
WATKINS ROAD
EXISTING HOME, OUTBUILDINGS AND AND SURROUNDING TREES AND VEGETATION TO BE REMOVED
EXISTING PAVEMENT TO BE REMOVED
EXISTING WILDWOOD LANE ACCESS EASEMENT TO BE VACATED
RMU
US 33
EXISTING ZONING: U-1
PROPOSED ZONING: PUD
EXISTING TREES TO BE REMOVED
EXISTING DITCH
100' TREE PRESERVATION AREA
EXISTING TREES TO BE REMOVED
EXISTING HOME TO BE REMOVED
EXISTING TREES TO BE REMOVED
EXISTING HOMES TO BE REMOVED
PUD
M/I
EXISTING ZONING: U-1
PROPOSED ZONING: PUD
EXISTING TREES TO BE REMOVED
100' TREE PRESERVATION AREA
US 33
M/I
M/I
PUD
M/I

J:\20230023\Dwg\04Sheets\Marysville East\PUD Amended Development Plan – Annex 1 – Rev\1 Existing Conditions Plan.dwg, Last Saved By: jgilliam, 6/10/2024 11:18 AM Last Printed By: Hucke, Matthew, 6/10/2024 6:03 PM (No Xrefs)

MARYSVILLE EAST ANNEXATION # 1
PUD AMENDED DEVELOPMENT PLAN

1 EXISTING CONDITIONS PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

JUNE 11, 2024

EMH&T

GRAPHIC SCALE
0 150 300 600
1 inch = 300 feet



MARYSVILLE EAST - EXISTING CONDITIONS PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 200 600 N

G2 PLANNING + DESIGN

..\..\..\RDI-Logo.jpg

Appendix B - Full Marysville East Section 1 Updated Text

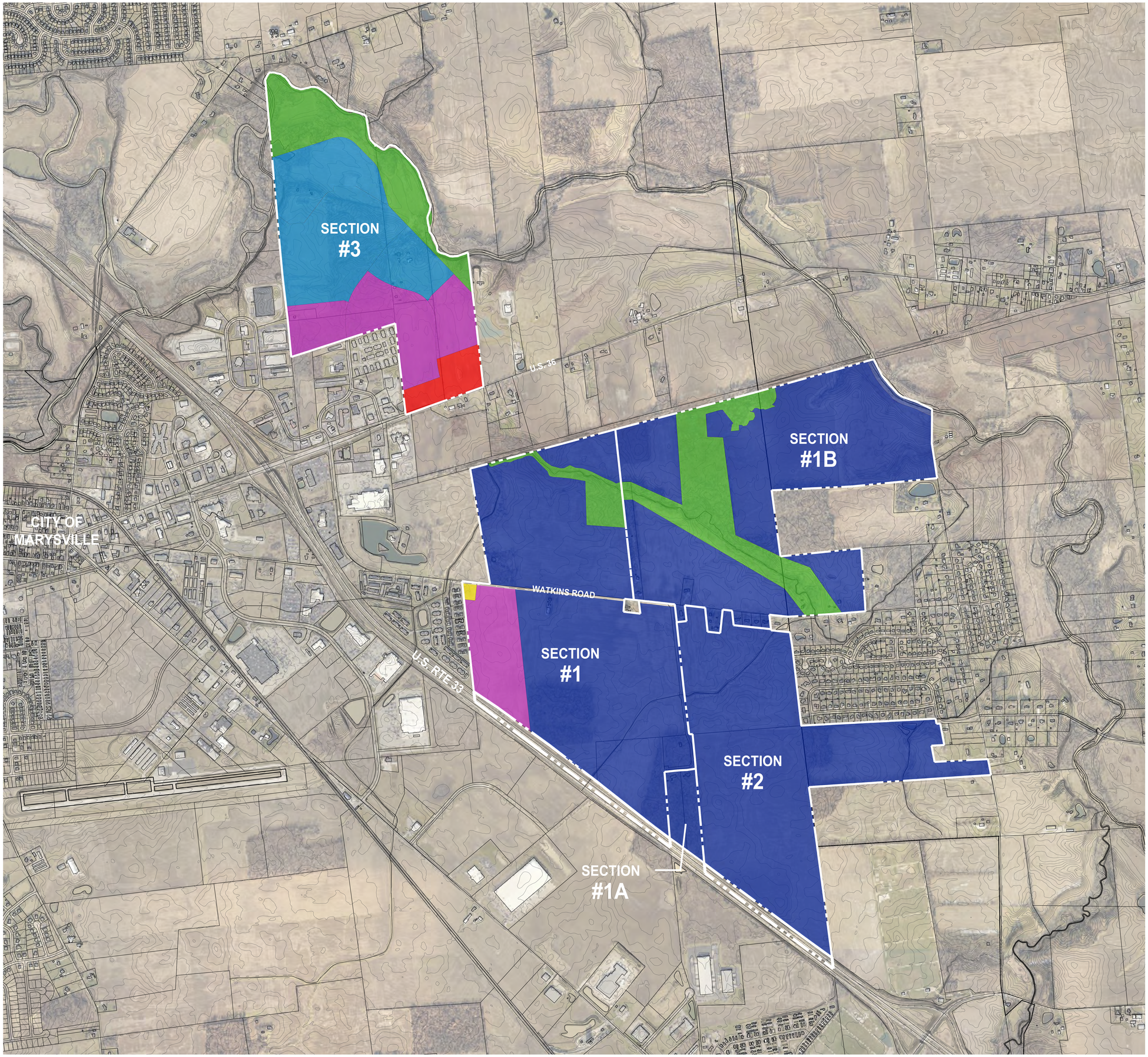


MARYSVILLE EAST ANNEXATION 1B
100 YEAR FLOOD ZONE
MARYSVILLE, OHIO 3-13-25

0 750 2,250 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENT



Land Use Data:

Total Area:	± 1139.385 Acres
Innovation District:	± 756.12 Acres
Commercial:	± 15.88 Acres
Single Family Residential:	± 109.75 Acres
Multi-family Residential:	± 101.71 Acres
Lift Station:	± 1.14 Acres
Open Space:	± 135.89 Acres
US 33:	± 18.89 Acres

MARYSVILLE EAST - LAND USE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

0 500 1500 N

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

Appendix B - Full Marysville East Section 1 Updated Text

REZONING STATEMENT

The east side of Marysville is poised for new development due to the investments in regional utility infrastructure that the City of Marysville has made over the last few years. The regional area on the east side of Marysville is generally bound by US 33 to the west, Mill Creek on the north and east, and Watkins Road/Scottslawn to the south.

This area consists of about 1,900 acres and has the distinct advantage of having a handful of large landowners that control approximately 75% of the available acreage. Most of this ground currently sits within Paris Township, with a small portion in Dover, and will need to be annexed into Marysville over time. This collective size allows for the ground to be master planned on a large-scale basis.

A master-planned development provides real opportunities to create connected communities and protect and highlight the beauty of the Mill Creek area and mature tree stands. These natural features will also serve to create a barrier between the industrial and residential components. In addition, larger master planned communities can be developed with unique financial tools to provide additional funding to service providers such as the Marysville Schools, Marysville City utilities, police, and fire.

From a design standpoint, higher-density developments will be proposed around the existing commercial core (US 33 and US 36) with the introduction of a variety of attached, multi-family, and single-family residential products as you move further away from the core. The industrial uses will be positioned to the south of the abandoned rail line and will utilize Scottslawn as a primary access point to reduce truck traffic and congestion to the north and US 36. An industrial bi-pass (Road A), which will link the northern and eastern portions of Watkins Road, will be constructed prior to or in conjunction with significant industrial development in order to eliminate the trucks and vehicular traffic from utilizing the portion of Watkins Road that goes through the small residential community, known as Buxton Meadows.

Marysville East Annexation #1 is the first of 3 or 4 annexations that RDI and its partners will present to Union County and the City of Marysville over the next year or so. Each annexation will be rezoned under a Planned Unit Development (PUD) and will collectively consist of various mixed uses, which include a variety of residential, retail, commercial, industrial, and civic functions.

Marysville East Section #1 is being rezoned to Planned Unit Development (PUD) under Chapter 1135 of the Codified Ordinances of Marysville as they exist and are effective on the date when this zoning text is approved by Marysville City Council (the "Codified Ordinances"). All references herein to Chapter or Section numbers refer to applicable Chapter or Section numbers of the Codified Ordinances. In implementing the mixed-use PUD, Applicant is proposing a wide range of products that will rely on various sections of underlying zoning designations.

<u>History of Section 1</u>

Section 1 (Original) - The Marysville East PUD Development Plan for Section #1 was approved by City Council as Ordinance 004-2024 on January 8, 2024 and included 336.87 acres. Boundaries Marysville East Section #1 are located generally along Watkins Road on both the north and south sides. The western boundary is The Crossing at Watkin Glen Condominium and the east side is bounded by Wildwood Lane. The project's north boundary is the abandoned Cotton Family railroad track line and the southern boundary borders US 33.

Appendix B - Full Marysville East Section 1 Updated Text

The original Section #1 consists of 5 subareas which include multi-family, single-family, industrial, public common area, and civic (regional pump station) developments. The total acreage of these 5 subareas is 336.87 acres. The difference between this figure and the total area being annexed (351.26 acres) is the acreage included in the US 33 right-of-way.

Section 1A - The Section 1 PUD was expanded by 15.1 acres via Marysville East Section 1A. The 15.1+/- acres are bound to the south by US 33, to the north and west by Section 1 Innovation District, and to the east is Section 2 of the Innovation Center. Essentially, this parcel includes the two remaining homes on Wildwood Lane were annexed and zoned into the City on October 14, 2025.

The 15.1 acres was added to Subarea B – Innovation/Manufacturing District of the existing PUD district that applies to Marysville East Section #1 with the same standards.

Section 1B - Rockford Development Investments (RDI) and The Marysville Land Company (MLC) is in contract to purchase 9 additional parcels and will be annexing into the City of Marysville approximately 306.96 acres located on both sides of Watkins Road between Buxton Meadows and the Watkin Glen apartments. The collective parcels of Section 1B, to be annexed, are bound on the western side by the existing property included in Marysville East Section #1 and to the south by the property included in Marysville East Section #2.

The Marysville East Section #1 PUD Development Plan is being amended to include these nine parcels and will expand the areas included Subarea B – Manufacturing / Innovation District and Subarea D – Public Common Area. In addition, this amendment to Section #1 PUD proposes to rezone a 14.17-acre portion of Section #1 PUD from Subarea C - Single Family Residential to Subarea B – Manufacturing / Innovation District due to its connectivity to the new area.

The total subareas being zoned equal approximately 306.96 acres, with 252.6 included in Subarea B – Innovation/Manufacturing District and 68.53 acres to Subarea D – Open Space. The 252.6 acres of Innovation/Manufacturing includes the conversion of the 14.17-acre parcel from residential. There is also a difference between the acreage within the annexation and the zoned acreage and it is related to the public ROW along Watkins Road. This amendment does not change any use or development standards that apply to the original acreage within the approved PUD for Marysville East Section #1, Subarea B and D.

Combined Section 1 - Upon approval, the combined acreage related to Section 1, with amendments, will be as follows:

Subarea A (Multi-family)	36.36 ac.
Subarea B (Innovation District)	519.01 ac.
Subarea C (Single Family Residential	0.00 ac.
Subarea D (Public Common Area)	82.98 ac.
Subarea E (Lift Station)	1.14 ac.
ROW (Watkins, Wildwood)	19.43 ac.
Total Acreage	658.925 ac.

Appendix B - Full Marysville East Section 1 Updated Text

GENERAL DEVELOPMENT STANDARDS

Marysville East Combined Section #1 consists of 5 subareas providing for a mixed-use community. The project will be developed in accordance with the Marysville East Combined Section #1 Rezoning Statement, and the Codified Ordinances of the City of Marysville as of the date that the PUD is approved by Marysville City Council (the "Codified Ordinances"), unless noted otherwise in these PUD Development Standards below. Where conflicts occur between the Codified Ordinances and these PUD Development Standards, these PUD Development Standards shall control over the Codified Ordinances.

The following development standards will apply to all areas and subareas in the Marysville East project.

Setbacks

The perimeter and interior setbacks within a particular subarea will be governed by the detail provided in each subarea below. However, setbacks in areas that reflect a change in use from Manufacturing/Light Industrial/Office/Commercial/Retail to existing or proposed Residential will be expanded. This will provide additional setbacks when different uses are abutted. The expanded change of use setbacks for Marysville East will include:

- Manufacturing/Light Industrial/Office/Commercial/Retail to Residential
    - Minimum 25' from the property line on the Residential parcel from any roadway, parking, or building
    - Minimum 50' from the property line for parking and pavement, and 100' from the property line for the building on the Manufacturing/Light Industrial/Office/Commercial/Retail parcel.

In the event that a future parcel(s) located within or adjacent to a subarea comes under common ownership or control, or is zoned to allow compatible non-residential uses, then any minimum building, pavement, or landscaping setbacks set forth in this text as they apply to common or perimeter property line setbacks shall no longer apply. Should any portion of Watkins Road be eliminated as part of this development, any and all setbacks or right of way related to Watkins Road will no longer apply.

Landscape buffering shall be required between any residential and commercial uses, and between any manufacturing use and residential use. When possible, the design of the setbacks and the associated landscaping along common boundaries between two subareas should be coordinated jointly between users.

Common Open Space

With the creation of the Community Authority and subarea D, the Public Common Area, sensitive and unique natural areas will be protected and managed with minimal disturbance. These areas will be enhanced with multi-purpose trails and other amenities to develop a park system that will connect the different subareas together as well as other parts of the City and Townships. By combining the Public Common Areas with the required setbacks and open space requirements within each developed subarea, it's anticipated that the overall common area/open space for Marysville East will be more than the standard requirements. Within the

subareas, any trees located outside of the boundaries of the tree clearing exhibit that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.

Access

A traffic study and regional thoroughfare plan update is currently underway for the east side of Marysville at the direction of the City Engineer. These documents will help identify the roadway infrastructure needed for the industrial/innovation park as well as improvements to Watkins Road, and the intersections of US 36/Watkins Road and Watkins Road/Scottslawn.

It's anticipated that the thoroughfare plan will include a new roadway (Road A), with a ROW no greater than 100', that will ultimately link Scottslawn to the east/west section of Watkins Road to US 36 and then across Mill Creek to Rt 4. The right-of-way width of Street "A" will be determined based on the approved thoroughfare plan. A portion of this new road will serve as a bi-pass or connector between the north/south section of Watkins Road and the east/west section of Watkins Road. This bi-pass roadway will help ensure that industrial and vehicular traffic can get to and from Scottslawn without impacting the Buxton Meadow residential development. The timing of the construction of all the roadway improvements will be defined by the developers(s), and the City and County Engineers working together.

Road A and Watkins Road will have a typology and streetscape that will include fencing, street trees, and landscaping, and may have either a ditch/swale design or curb and gutter design provided that there is a consistent and cohesive design as to each roadway. Road A and Watkins Road shall include a 10' multi-purpose trail on BOTH sides. The multi-purpose trail may be located either within or outside of the right of way. The developer shall dedicate right of way along Watkins Road to the City extending for a minimum distance of 40' on both sides of the centerline. The final distance will be determined based on the approved thoroughfare plan. The desired species of street trees will be determined by the developer and the City of Marysville Arborist.

Future roads internal to the subareas will be constructed with curb and gutter and a structured stormwater system. Internal roads will include street trees, landscaping, and pedestrian elements in either a sidewalk or multi-purpose trails to provide connections.

An example of a roadway cross-section and the standard fencing is shown in Exhibit E6. The final specification for Road A, improvements to Watkins Road, entry points from Road A and Watkins Road, and roads internal to the subareas shall be approved by the City Engineer. All roads may be constructed in phases consistent with the pace of development and as approved during the platting and/or final development approval process.

Pedestrian Connectivity and Multi-purpose Trails

Connectivity of each subarea to other subareas and to the Public Common Areas is important to make the community more walkable. The trail system within each subarea will be defined per the City's existing code but will include connections to the trails along both sides of the major thoroughfare roadways as well as the trails within the Public Common Areas, if applicable. To maintain safety and security, public sidewalks, trails, and multi-purpose paths within Subarea G will be limited to locations adjacent to public roadways.

Sustainability and Green Infrastructure

The overall development will consider and encourage a number of sustainable development techniques and infrastructure. Green Infrastructure for stormwater management will utilize the landscape or nature's ability to reduce, slow, filter, and/or absorb stormwater runoff from streets, parking lots, and buildings. In addition, the development will encourage the protection of sensitive natural areas through the inclusion of these areas in the Public Common Area subareas. Electric charging stations will be installed and available within all multi-family residential developments as well as many of the industrial buildings to promote the use of alternative fuels and transportation methods.

Community Authority

It is anticipated as part of the overall Marysville East development that a Community Authority will be established to help fund portions of the infrastructure such as trails, parks, services, roadway, public utilities, and other infrastructure improvements. As part of the role of the Community Authority, that entity will be responsible for maintaining the Public Common Areas throughout the development and may take ownership of such areas. The millage charged to the future residents, businesses, and landowners will be responsible for funding the improvements within the Public Common Areas and the maintenance of such.

MARYSVILLE EAST SECTION #1 PUD OVERALL DESIGN GOALS

All development within Marysville East Section #1 will strive to achieve the following goals:

- Well-balanced connection and transition of various property uses throughout the PUD, which will be achieved with a trail system, roadway network, setbacks, landscape buffers, and the protection of key natural features.
- The design elements, fencing, signage, and other identifiers will create a unique area that will serve as the gateway for the overall east-side development.
- Provide interconnectivity through internal vehicular and pedestrian connections, connections to adjacent neighborhoods and businesses, and connections to open spaces, parks, and activity centers.

DESCRIPTION OF ZONING REQUIREMENTS FOR EACH SUBAREA

Subarea A – Multi-Family and Attached Residential Development Requirements

The multi-family residential subarea A (approximately 36.36 acres) will consist of both townhomes and 3-story walk-up residential units with a shared clubhouse and pool areas. The townhomes and apartment buildings will be intermixed among each other to provide a unique community feel.

The 2-story townhomes will feature 4- and 6-unit buildings with attached 1- or 2-car garages. The townhomes will provide 2- or 3-bedroom options. The 3-story walk-up apartments will feature buildings with 24 units each which will provide 1- and 2-bedroom flats with surface parking and/or detached private garages.

The open space within the development is anticipated to greatly exceed the required level under

a straight zoning district and will include ponds with fountains and trails, dog parks, and a community center. Additional trails will be added to the site to get to the regional trail network that will be developed with the surrounding properties.

The architectural style and design of these products will complement each other while at the same time providing a diversification of products. See the attachment for the initial designs of the apartments, townhomes, and clubhouse.

In implementing this subarea, the applicant will rely on the underlying Suburban Commercial District (SCD) zoning designation and requirements contained in Section 1121.08, as they exist and are effective on the date when this zoning text is approved by City Council, except to the extent variance and divergences are identified below. If there is a conflict between these standards and the provisions of Section 1121.08, the standards in this text shall apply.

List of Permitted Uses

- Single-Family Attached
- Multi-Family
- Community Center / Commercial Recreation (indoor) – Clubhouse with pool and fitness

Lot Size, Setbacks, Height, Open Space, or Coverage Ratio

- Lot sizes and setbacks will adhere to the requirements of the SCD zoning district unless defined below.
    - Internal setbacks between buildings within the multifamily and attached residential development shall be 20' or as determined based on the fire code, whichever is greater.
    - Perimeter setbacks to the east, west, and south of the project will be 25' from the property line for any road, pavement, or building. Setbacks along Watkins Road will be 60'.
- Height of primary structures will not exceed 45' plus architectural features such as cupolas and/or chimneys.
- Open space will be a minimum of 10%
    - Multi-purpose trails are included throughout the project and around the detention ponds. The multi-purpose trails will also be installed along Watkins Road on BOTH sides to connect to future paths that will link this development to the other subareas and the future park system.
    - The detention ponds will include fountains and landscaping.
    - Multiple dog parks will be included in the project.
- Lot coverage ratio will be 65% including accessory structures

Density

- The combined overall density for both residential products will be 14 units per acre
- The architectural designs and features of the buildings and clubhouse comply with the requirements of Section 1123.06 – Density Bonus Program to justify that additional density above.

Access, Parking, Loading, and Pedestrian Connectivity

- The primary access to Subarea A will be via two entrances off Watkins Road. To the south of the project, two stub roads will be constructed that will connect to the future development to the east.

- The off-street parking for multi-family shall be a minimum of 2 parking spaces per unit.
- The parking areas for the single-family attached units will include private 1- and 2-car attached garages as well as driveway spaces. With the combination of the garages and driveway spaces, each unit will have a minimum of 2 spaces.
- Sidewalks will be included throughout the project on at least one side of the street.
- Multi-purpose trails will be included around the detention ponds and through the center of the project leading to the clubhouse and the trail system located along Watkins Road, which will provide pedestrian connections to the other subareas when constructed.

Landscaping

- The landscaping requirements of subarea A will be per the general landscaping standards identified in Section 1125 of the Marysville Codified Ordinances unless noted below.
- Perimeter fencing will be added to the south side along US 33 as well as the northern side of the project along Watkins Road.
- The landscape treatment along the eastern and western borders will include light mounding (2' to 3') and a new tree line within the setbacks. This tree line will also be included around the Marysville pump station and behind the fence along the southern boundary (US 33) as well. Final plant material selections and layout will be determined during the Design Review Board process.
- Landscaping will be installed along Watkins Road at both entries. Final plant material selections and layout will be determined during the Design Review Board process.
- All residential buildings (multi-family and attached-residential) shall include foundation planting along the entire front and rear of the buildings per Exhibits E2 and E3. Final plant material selections and layout will be determined during the Design Review Board process.
- The clubhouse shall include foundation plantings along all four sides of the building and between the building and the pool per Exhibit E4. Final plant material selections and layout will be determined during the Design Review Board process.
- Within the subareas, any trees located outside of the boundaries of the tree clearing exhibit that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and replacement.

Architecture

- The architectural style and designs for Subarea A (multi-family and attached single-family) will be substantially similar to the architectural renderings shown on the illustrative elevations accompanying this Development Plan. During the development of this project, the applicant may present to the Design Review Board as part of Exterior/Landscape Plan Applications additional architectural styles and concepts for review, consideration, and approval by the Design Review Board.
- Approved building materials can include stone, brick, wood, metal, other natural materials, vinyl siding, and board and batten products. Vinyl siding to be of high quality and architectural grade with a minimum thickness of 0.044"). Color pallet prohibits any fluorescent colors.
- The clubhouse design and materials will include high-quality vinyl board and batten siding, vinyl horizontal siding (architectural grade with a minimum thickness of 0.044") with painted brick accents, and a metal roof. An outdoor fireplace and covered patio with seating will also be included. The building will have double and triple window sets. A clubhouse elevation is included with this application and provides additional detail regarding the architectural details and design.
- The multi-family buildings will feature high-quality vinyl board and batten siding, vinyl

horizontal siding (architectural grade with a minimum thickness of 0.044") with painted brick accents, and an asphalt roof. Some units will have covered balconies with metal railings and the building will feature an assortment of single and double windows. The attached elevations provide additional detail regarding the architectural details and design.

- The single-family attached buildings will feature high-quality vinyl board and batten siding, vinyl horizontal siding (architectural grade with a minimum thickness of 0.044") with painted brick accents, and an asphalt roof. Metal seam roofs will be featured over the majority of the entry doors. The attached elevations provide additional detail regarding the architectural design that will be submitted as part of the Design Review Board application.

Signage

- The following signage standards shall apply to all signs associated with subarea A. Unless otherwise specified in these development standards, relevant provisions of the Codified Ordinances of the City of Marysville Code Section 1129 Signs, shall apply. If there is a conflict between these standards and the provisions of Section 1129, the standards in this text shall apply.

- Sign types permitted include monument signs, building-mounted wall signs (clubhouse), project identification/gateway signs, and gateway highway signage.
    - Temporary Signs (banners and yard signs) and vehicular use area signs shall be subject to the applicable provisions of the Codified Ordinances of the City of Marysville Code Section 1129 Signs.
    - Permanent Signs – size (sign area) and quantity as determined by the type and location of the sign. The sign area shall be determined by the dimensions of the sign display face, excluding framing, bracing, and structural supports.

        - Monument Signs – subarea A will be provided with two monument signs or project identification/gateway signs. These signs can be single or double sided as determined by the developer.
            - Entry Sign - The location of the first sign will be at the intersection of the main entrance (eastern drive) of the project off Watkins Road and will have a maximum height of 8". This entrance leads directly to the clubhouse and is considered the main entrance.
            - Highway Sign - The second project identification/gateway sign is along US 33 at the southern end of the project. The maximum height of this sign will be 20' and a maximum width of 8"6". The maximum sign face area will be 64 sf.
            - Additional dimensions, design, and proposed materials of these two permanent signs are provided in Exhibit E5. The multi-family entry sign shall not exceed 20 square feet for the sign face. The monument signs will be incorporated into the surrounding landscaping beds.
            - The monument signs identified above are allowed to be constructed within the perimeter setbacks at both locations with a minimum setback of 5'-0" from the lot or ROW line.
            - Design – all monument signs shall have a finished base that is architecturally coordinated with the design and materials of the associated building(s) using materials such as brick, stone, wood, glass, architectural precast concrete, metal, or other innovative materials.
            - Lighting. Signs shall be illuminated in such a manner as to avoid

creating a glare and hazardous or distracting condition to vehicular and avionic traffic. Signs shall be illuminated only by the following means:

- External Illumination. By a white, steady, stationary light of reasonable intensity, directed solely at the sign. External light fixtures shall not be directed toward adjacent properties or rights-of-way. Ground-mounted light fixtures shall be fully screened from view by site grading or evergreen shrubs.

- Internal Illumination. By a white interior light of reasonable intensity with the sign text and images lit or silhouetted on an opaque background, either within a sign cabinet or using individually illuminated channel letters. No additional background lighting or illuminated borders or outlines is permitted. Electrical wiring shall be entirely hidden from view. Digitally animated or LED changeable copy signs are prohibited.

Lighting

- Minimum lighting standards shall be as follows:
  - All lighting standards in Section 1133.09 shall apply. Light spillage shall not exceed one-tenth (0.1) foot candles when adjacent to a residential district or existing residential.
  - All street lighting, poles, and fixtures, shall not exceed 18 feet in height.
  - All poles and fixtures shall be of a design/architecture consistent with the surrounding buildings and be a muted color such as grey, silver, black, bronze, or dark green.
  - Fully shielded, cut-off type lighting fixtures shall be required.
  - Details including fixture, pole, color, spacing, light type, and photometric shall be provided with the Design Review Board Application.
  - Exhibit I shows the proposed location and specifications for the basic lighting.

Project Phasing

- It is anticipated that the development in subarea A will commence shortly after engineering approvals are received from the City of Marysville for the extension of utility, roadway, and buildings, weather permitting.
- The project is likely to be constructed in a single phase but the developer does reserve the right to develop the project in three phases, roughly 1/3rd each beginning with phase 1 beginning just south of Watkins Road. The first phase would include the clubhouse, and a portion of the multi-family, and attached units. Future phases would proceed south based on user demand and would include the remaining multi-family and attached units.

Subarea B – Manufacturing/Innovation District

The Manufacturing/Innovation District (approximately 519.01 acres upon the approval of Section 1B) is generally located to the north/northeast of and adjacent to US Route 33, extending northward through Watkins Road to the old railroad tracks generally running east-west. The eastern boundary is a combination of Wildwood Lane and Jolly Road. This industrial/manufacturing area will provide for future business development within the Marysville area and will lead to new employers, employees, and residents. In addition, this area will generate tax revenues for the Schools, City, and County.

Appendix B - Full Marysville East Section 1 Updated Text

In implementing this subarea, the applicant will rely on the underlying Manufacturing/Innovation District (M/I) and Light Manufacturing District (LMD) zoning designation and requirements contained in Section 1121.13 and 1121.14 respectively, as they exist and are effective on the date when this zoning text is approved by City Council, except to the extent variance and divergences are identified below and in this Development Plan application. If there is a conflict between these standards and the provisions of Section 1121.13 or 1121.14, the standards in this text shall apply.

List of Permitted Uses

- Artisan Workshop
- Commercial and Industrial Equipment and Machinery Sales, Rental, Leasing
- Commercial Printing and Publishing
- Contractor Offices
- Essential Public Services and Utilities – includes electrical substations
- Essential Private Services and Utilities – includes water or material storage tanks, generator yards, chillers, and other exterior equipment reasonably necessary for the operation of a permitted use
- Laboratory Research Facility
- Manufacturing, General
- Professional Offices
- School, College or University, Vocation and Technical, Trade or Business
- Warehousing, Private/Public
- Wholesale and Distribution
- Data Processing/Call Center
- Data Center
- Light Manufacturing
- Wireless Telecommunications Antenna, Facility, and/or Tower

  For purposes of clarity, such permitted uses shall include as a permitted use, among other uses that are permitted, production and assembly uses. The term "data centers" shall mean "facilities containing large groups of networked computer servers typically used by organizations for the remote storage, processing, and distribution of large amounts of data and information.

Conditional Uses. The following uses shall be conditional uses in this subarea which are subject to review and approval in accordance with City Code Sections 1141.22 through 1141.28:

- Ground Passenger Dispatch
- Warehousing, Personal Storage/Mini
- Recycling Centers, if operated at an industrial scale
- Extended Stay Hotel

  The term "Recycling Centers" shall mean "a facility designed to accept recyclable material including but not limited to plastics, paper products, batteries, and electronic equipment in bulk for the purpose of converting such products into reusable raw material or extracting therefrom reusable components or material and which does not accept material from individual consumers or the general public."

Appendix B - Full Marysville East Section 1 Updated Text

Accessory Structures

- Permitted accessory structures shall not be limited to those listed in applicable provisions of the Code or those defined below, but also shall include accessory buildings that customarily accompany the primary use on a property, as approved as part of the Design Review application.
    - Approved Accessory Structures:
        - Electrical substations
        - Water or material storage tanks
        - Generator yards
        - Chillers, including roof-top and ground mounted equipment
        - Other external equipment reasonably necessary for operations of permitted or conditional uses

Lots Size, Open Space, or Coverage Ratio

- The minimum lot width shall be 100' within this subarea, and the minimum lot size shall be 2.0 acres.
- Maximum building height – 70'
- Open space will be a minimum of 10%
- There is no maximum lot coverage for this subarea as long as all setbacks are satisfied.

Setbacks

- Parking and pavement and building setbacks in Subarea B, all of which shall be measured from either the edge of right-of-way or the perimeter boundary of Subarea B, as applicable, shall be as follows:
    - Unless otherwise specified below, setbacks from the perimeter boundary of Subarea B shall be a minimum of 50' for parking and pavement and 100' for buildings.
    - Setbacks from Road A and Watkins Road shall be a minimum of 50' from the ROW for parking and pavement and 100' from the ROW for buildings.
    - The minimum setback from the US 33 ROW will be 100' for parking, pavement, and buildings.
    - The minimum setbacks from interior public roads which are not otherwise specified herein shall be 25' from the edge of the right-of-way for parking and pavement and 50' from the edge of the right-of-way for buildings.
    - The minimum setback from the northern perimeter boundary line of this subarea shall be 25' for parking and pavement and 50' for buildings.
    - An existing private drive is located generally along the eastern edge of this subarea within a private easement area which is defined in an instrument that is of record with the Office of the Recorder of Union County and includes, but is not limited to, Wildwood Lane. Existing or replacement pavement shall be permitted to be located within the required minimum setbacks that overlap with this easement area. The minimum required setbacks from this private easement area shall no longer apply should said easement be terminated or released.
- In the event that a future parcel(s) located within or adjacent to a subarea comes under common ownership or control, or is zoned to allow compatible non-residential uses, then any minimum building, pavement, or landscaping setbacks set forth in this text as they apply to common or perimeter property line setbacks shall no longer apply.

Access, Parking, Loading, and Pedestrian Connectivity

- Access to subarea B is defined under General Development Standards as part of the Thoroughfare Plan and includes improvements to Watkins Road and the construction of a

new Road A.

- Entrances into the subarea from Watkins Road and Road A and the associated internal roadways will be defined as part of the Engineering phase of each project.

- Off-Street Parking and Loading: Parking and loading spaces shall be provided in accordance with Code Chapter 1127. For data center uses, off-street parking shall be provided at the minimum rate of one space for each employee on the main shift, and off-street loading spaces shall be provided at the minimum rate of one loading space per building.
- Pedestrian Connectivity will be determined as part of the approval of each project and will include sidewalks, and/or multi-purpose trails which will serve as a connection to the main trail system along both sides of Watkins Road and Road A, as appropriate. Public pedestrian connections shall be located within or immediately adjacent to the public street right-of-way and shall follow City Engineering requirements. No pedestrian connections shall be required along US 33.

Landscaping

- Perimeter fencing will be added to the south side along US 33 as well as both sides of Subarea B along Watkins Road. Fencing along Road A is defined in the General Development Standards. Perimeter fencing along US 33 shall be located not less than 10' from the edge of the US 33 right-of-way unless otherwise required to accommodate stormwater drainage. Perimeter fencing along Watkins Road shall be located 1' outside the Watkins Road right-of-way or the adjacent sidewalk or mixed-use path, whichever is greater.
- The landscape treatment along the eastern and western boundaries of subarea B will include a three-foot (3') mound located within the parking and pavement setback. This mounding requirement may be waived with the approval of the City Arborist if necessary to preserve and maintain existing tree stands. This landscaping treatment requirement is eliminated should subarea B be expanded in future annexations or zonings beyond the boundaries of this application.
- Service and Loading Areas: Service areas and loading docks shall be screened to limit visibility from off-site with a minimum opacity of 75%.
- Landscaping and/or the use of existing vegetation shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from public rights-of-way.
- Buffering, Preservation, Landscaping, and Screening: The following landscaping requirements shall apply to this subarea:
  - Tree Preservation Zones: A Tree Preservation Zone shall be located to preserve and protect trees in locations that are identified on the Existing Conditions Exhibits. Within Tree Preservation Zones, the developer shall preserve existing healthy and mature trees, provided that trees may be removed if they present a danger to persons or property or as necessary to extend utilities. Understory may be removed for any reason, and plants or trees that are of a noxious and invasive species may also be removed. All other existing tree stands noted on Exhibit – Subarea B Existing Conditions Plans may be removed from this Subarea. These trees will be removed as soon as zoning entitlements and environmental assessments are complete and the City of Marysville's Tree replacement program will not apply to these areas. A tree-clearing exhibit is included in this application to be certain what areas will be cleared. Within the subareas, any trees located outside of the boundaries of the tree clearing exhibit that are removed shall be subject to the provisions of the City of Marysville Codified Ordinances regarding major tree preservation and

replacement.

- Within parking areas large unbroken expanses of parking lot shall be avoided. Large lots should be separated into a series of smaller interconnected lots separated by peninsulas or islands. No individual landscape areas shall be smaller than three hundred fifty (350) square feet. For each one hundred (100) square feet of parking area, a minimum of five (5) square feet of landscaped area shall be provided. Within the parking lot landscape islands or peninsulas at least one deciduous canopy tree with a clear trunk of at least five (5) feet above the ground shall be planted. Vehicular use area requirement, one (1) standard tree with a nursery caliper of not less than two (2) inches shall be planted for each fifty (50) feet of vehicular use area and/or parking area perimeter distance.

Open Space

- As used in this text, the term "open space" shall mean "an area of land unoccupied by buildings, structures, storage or vehicular use areas, except for recreational structures, and which is generally used for the purpose of providing grassed or landscaped areas, preservation of natural features, environmental protection, preservation of scenic views, or similar purposes. In calculating minimum open space requirements in this subarea, the definition in this paragraph shall be used. Within this subarea, open spaces may be, but shall not be required to be, open for use by the general public.

Fencing

- Code Section 1123.20.c.(1) shall not apply to Subareas B. Vinyl, barbed wire, and chain link fencing shall be prohibited in this subarea, except that black vinyl-coated chain link fencing shall be permitted. The setback requirements for fencing that apply to this subarea are set forth in Codified Ordinances Section 1121.13 (M/I District) and are minimum requirements. Any fencing that is adjacent to or in front of a building façade that fronts a public roadway shall be screened with landscaping which will achieve at least 50% opacity and a height of 75% of the fence height within 5 years of installation.

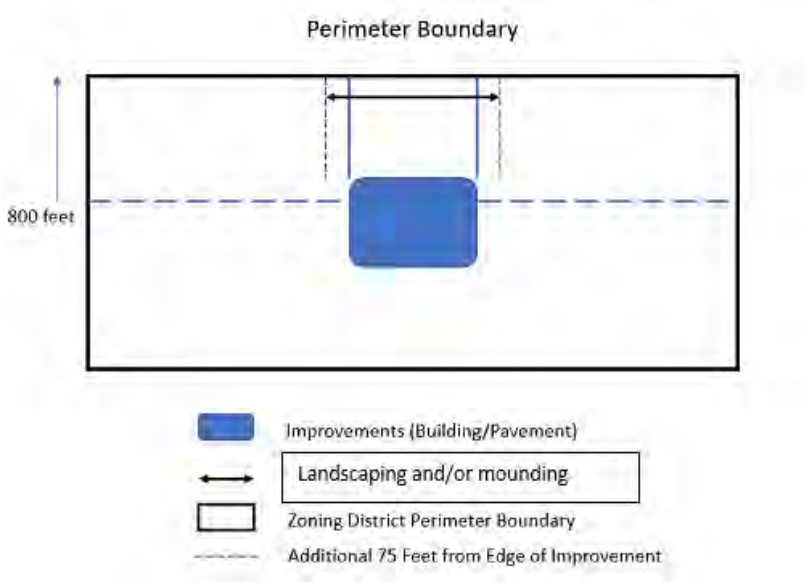
Perimeter Landscape Standards

- The following perimeter landscaping standards shall apply to the exclusion of Code Section 1125.06 as they relate to required buffering between development pertaining to any permitted or conditional use in this subarea and adjacent residential uses. For those perimeter boundaries of Subarea B which abut real property (i) containing existing residential uses or, as determined at the time that an application is filed for a building permit ("Building Permit") on real property located within this subarea, has a zoning classification which permits the development and operation of residential uses thereon, and (ii) that is not owned by the applicant for the Building Permit or by the applicant for the rezoning/Preliminary Development Plan approval that pertains to Subarea B or its affiliates (any real property meeting either of the foregoing criteria to be referred to herein as "Residential Property"), a minimum average 6-foot high mound shall be installed on the property to which the Building Permit applies along the shared property line with the abutting property. The mound shall include a landscape buffer which shall consist of a mixture of deciduous trees, evergreens, and bushes to provide an opacity of at least 80% on the date that is 4 years after planting to a minimum height of 10 feet above ground level. These mounds shall be installed within the required minimum pavement setback area as required by this zoning text. For purposes of determining which properties qualify as Residential Property hereunder, if two properties have an intervening public street right-of-way between them, they shall still be considered abutting, and in these circumstances breaks in required mounding and landscaping shall be permitted to accommodate vehicular and

pedestrian access points.

- If existing trees are found within perimeter areas that have existing screening and buffering, the mounding may be omitted and the existing trees may be utilized as the required screening. The requirement for a minimum 80% opacity within 4 years after installation is still applicable with this alternative and, therefore, if necessary, additional landscaping materials (i.e., deciduous trees, evergreens, or bushes) shall be planted along those perimeter boundary areas to meet the minimum 80% opacity requirement. The plan for these areas must be reviewed and approved by the Design Review Board.

- Phasing of Residential Screening. In recognition of the significant amount of land area and the lengths of the perimeter boundaries contained within Subarea B, for all portions of Subarea B where there is required mounding and landscaping, it may be installed in phases. For each phase of development in Subarea B, such required mounding and landscaping shall be installed when it is anticipated (as provided in plans associated with relevant applications) that buildings, paved parking areas, and/or above-ground equipment or utility infrastructure, once constructed within that phase, will be located within 800 feet of the relevant perimeter boundary line. At a minimum for each phase, this mounding and landscaping shall be installed along the portion of the relevant perimeter boundary line of the subarea between two points which are determined by extending two straight lines from the perimeter boundary line of the subarea to the furthest distance on each side where planned improvements are to be constructed in that phase, and then adjusting those lines so that they are an additional distance of 150 apart. The following illustration is being provided as an example of this requirement:



Additional buffering along Jolly Road and the adjacent property has been proposed and an exhibit has been added to this submission that details this information.

Architecture

- Building Designs - The following design requirements and criteria shall apply to all permitted building typologies in this subarea and Section 1133 of the zoning code shall not apply except with respect to Office Buildings:

- Building designs shall not mix architectural elements or ornamentation from different styles.
- Buildings shall be required to employ a consistent use of materials on all elevations.
- The number, location, spacing, and shapes of windows and door openings shall be carefully considered. Subject to functional requirements for a specific building, door openings and windows should be arranged in a regular or symmetric manner except appropriate to highlight entrances. Primary entrances shall be made sufficiently prominent that they can be easily identified from a distance, except on buildings where pedestrian traffic is expected to be minimal such as, but not necessarily limited to, data centers or warehouses, or in the context of multi-building projects where the visibility of building entrances may be obstructed.
- Elements such as meter boxes, utility conduits, generators, water and material tanks, and roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
- Additional building images for each major typology are included in the Exhibits.

- Building Forms
  - All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
  - Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. Flat roofs are permitted.
- Materials
  - Exterior building materials shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, along with contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., Hardi-plank or equivalent) shall be permitted on buildings not employing traditional styles. The use of reflective or mirrored glass shall be prohibited.
  - Primary building colors shall be natural or neutral colors, including variations in the shade of colors in order to break up long facades. Up to two (2) additional colors may be used as accent elements. Fluorescent building colors are prohibited.
  - Prefabricated metal buildings, untreated masonry block structures, and buildings featuring untreated poured concrete exterior walls are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purpose of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.
  - Generally, the quantity of materials selected for a building shall be minimized. A single material selection for each of the independent building components of roof, wall, and accents is permitted. Accents will feature at a minimum a different design element which could be an alternative material or color.
  - Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.
- Additional Standards
  - In designing buildings, the user or applicant shall take into account the following, which are intended to set a level of expectation for the quality of design:
    - Architectural designs for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall be of high quality while taking into account the unique nature of the use(s) that

will be found therein.

- Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way. Design variations on long exterior walls shall be employed in order to create visual interest. Examples of such design variations include but are not limited to, the use of offsets, recesses and/or projections, banding, windows, and/or reveals; scoring of building facades; color changes; texture or material changes; and variety in building height. The distance between offsets, recesses, and/or projections will vary depending on the size of a particular building, the size of exterior building panels, and the number and location of entry points.
- The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.
- Contemporary exterior designs, while not required, shall be encouraged in order to create architecture that does not look aged or dated even many years after the facility is built.
- HVAC, generators and similar equipment and associated gravel or concrete yards or pads shall be located subject to the minimum building setbacks.

- Roof-Mounted Equipment
  - Screening of all roof-mounted equipment shall be required on all four sides of buildings using materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided to screen the equipment from off-site view as measured from the property line of the parcel. Parapets (among other architectural elements) may be used to provide screening. Where a building is screened from view from outside of this subarea by a building located within this subarea, the Design Review Board may waive or reduce these screening requirements.
- Data Center Buildings
  - The images below are intended to demonstrate data center building types that would be acceptable for development and construction in this subarea. These images are not meant to require any particular building type to be designed in the manner that is illustrated, and a variety of building aesthetics and character is encouraged throughout the subarea. The buildings that are shown below are representations of the quality of buildings that will be manifested from compliance with the architectural requirements for this subarea:

Appendix B - Full Marysville East Section 1 Updated Text







Signage

- The standards and requirements of relevant provisions of the City's Codified Ordinances for signage shall be the baseline for permitted signage in this subarea. Notwithstanding the foregoing, an applicant may present a master signage plan as part of a Design Review Board application for subarea B – Industrial. This master signage plan will be coordinated with the residential and multi-family subareas to provide a similar design theme. Such a plan shall identify the types of signs, number of signs, maximum heights, maximum sign areas, and general designs of proposed signs (not including content that falls under state or federal constitutional protections). If approved, the master sign plan, once approved, shall provide rights, obligations, and standards for signage within the entirety of this subarea. To the extent that a master signage plan conflicts with any standard in relevant provisions of the Codified Ordinances, the standards in the master signage plan shall apply, and to the extent that the master signage plan is silent on a particular standard, the relevant standard in the Codified Ordinances shall apply.

Lighting

- All parking lot and private driveway lighting shall be cut-off type fixtures and downcast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site.

- All parking lot lighting within an individual development project shall be of the same light source type and style.
- All parking lot light poles shall be constructed of metal, shall be dark in color, and consistent throughout each individual development. Light poles, including the base, shall not exceed 28 feet in height, except that light poles located within 300 feet of properties where residential uses exist or are permitted shall be no higher than 18 feet in height, each height measurement to include the base and as measured from the pavement level.
- No permanent-colored lights which would result in a "color washing" of a building or neon or florescent lights shall be used on the exterior of any building.
- All other lighting on the site shall be in accordance with the Code.
- Street lighting must meet the City's standards and specifications.
- No light spillage onto properties that are adjacent to this subarea shall be permitted from lighting sources within this subarea.

Subarea C – Single-Family Residential

Subarea C (approximately 14.17 acres) was included in the Original Section 1 submission but rezoned to subarea B as part of Section 1B. The standards below will still exist within Section 1 but the acreage has been reduced to zero.

The open space within the development will be a minimum of 10%. Additional trails will be added to the site to get to the regional trail network that will be developed with the surrounding properties.

In implementing this subarea, the applicant will rely on the underlying Suburban Residential District (SRD) zoning designation and requirements contained in Section 1121.07, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Single Family Detached

Lots Size, Open Space, or Coverage Ratio

- Lot sizes will adhere to the requirements of the SRD zoning district and no less than 55'
- Setbacks: Front 25', Side – 7.5'; Rear – 20'
- Maximum Building Height: 35'
- Open space will be a minimum of 10%
- Lot coverage will comply with the City Code.

Density

- Maximum density of 4 units per acre

Signage

- Signage standards will follow the SRD zoning district requirements.

Subarea D – Public Common Area

The natural features in this public common area subarea (approximately 82.98 acres) will be reserved, protected, and developed as part of the network of parks and trail systems that will provide recreational opportunities and promote connectivity throughout the area. The ground in this subarea, while public, will be owned, managed, and maintained by a future community authority board which will use funds from future residents and businesses to perform these duties.

In implementing this subarea, the applicant will rely on the underlying Open Space District (OSD) zoning designation and requirements contained in Section 1121.17, except to the extent variance and divergences are identified below.

List of Permitted Uses

- Park
- Community Garden
- Commercial Recreation (outdoor)
- Essential Public Services and Utilities
- Necessary Roadway Crossings

Subarea E – Civic (Regional Pump Station)

This subarea is currently under construction for the development of a regional sewer pump station by the City of Marysville. The current 1.14-acre parcel is zoned in Paris Township and is being incorporated into this PUD to bring the ground into Marysville as part of the annexation process.

Due to its proximity to the existing and future residential developments, landscape buffer requirements will be set forth in the requirements of surrounding subareas.

In implementing this subarea, the applicant will rely on the underlying Government and Institutional District (GOV) zoning designation and requirements contained in Section 1121.16, except to the extent variance and divergences are identified below and in the upcoming Development Plan application.

List of Permitted Uses

- Essential Public Services and Utilities

ADDITIONAL INFORMATION REQUESTED

A. Explain how the development meets the proposed and specific objectives set forth in Section 1135.01

1135.01(a) General Objective: A planned unit development shall be classified as a unique zoning district or combination of districts that is subject to the provisions of this chapter. The purpose is to encourage and allow more creative and imaginative design of land development than is possible under standard zoning district regulations. A PUD is intended to allow flexibility in planning and design and overall benefits to the City. A PUD also permits the establishment of a variety of uses brought together as parts of a compatible and unified plan. This flexibility should result in a development that has unique characteristics and features that are not found in a development produced in accordance with standard zoning district and subdivision regulations.

1135.01 (b) Specific Objectives:

(1) To encourage unified projects that exhibit creative planning and design in ways that cannot be achieved through a standard zoning district, yet are consistent with all applicable plans including but not limited to the Comprehensive Plan (2018), Thoroughfare Plan, and the intent of the Ordinance.

The combined Section 1 PUD contains 5 subareas that include a mixture of uses that could not be zoned together through the standard zoning process. The Marysville comprehensive plan was used as a starting point and subareas were designed with the overall concepts in mind. For example, the major natural areas are protected and maintained, the industrial/innovation uses are aligned all the US 33 corridor with access primarily planned for Scottslawn, and the higher density residential is planned near the existing higher density residential uses and will serve as a buffer to the industrial park. The Cotton abandon railroad line to the north will serve as a natural buffer between the Innovation/Manufacturing uses and future residential/retail developments anticipated to be north. The railroad line will also help link all the interior multi-purpose trails within Marysville East as well. The blending of all these uses could not be achieved under a straight zoning district.

(2) Allow the creation of development standards that respect the unique characteristics, natural quality, and beauty of the site and the immediate vicinity and protect the community's natural resources by avoiding development on and destruction of sensitive environmental areas.

The Marysville East Combined Section #1 PUDs provides perimeter setbacks to natural areas that are larger than required by the Codified Ordinances and will protect sensitive environmental areas on-site by preserving these areas as a separate subarea (public common areas). The large open space and tree preservation area in Section #1, #1A, & #1B consists of approximately 82.98 acres. This public common area will be in ADDITION to the required open space of each developed subarea and will be commonly owned and managed through a newly created New Community Authority. Trails will be added to these common areas that link to all the other subareas and this process will be expanded with the future annexation of other areas.

(3) Promote economical and efficient use of land and reduce infrastructure costs through unified development.

The development will promote the economical and efficient use of the land and infrastructure by providing a platform for the development of various mixed uses. The industrial/innovation areas will provide businesses with jobs and will generate income tax and real estate tax revenues to support services and infrastructure improvements. The residential development will provide areas for residents and workers to call home and live in close proximity to their employers. Higher density developments maximize the value of the utilities and other infrastructure and its location around the existing retail/commercial core provides a nice buffer for the transition to industrial.

(4) To provide amenities and enhancements that will sustain the quality of life and property values within the development as well as the properties surrounding the proposed PUD.

The protected public common areas and the individual pod open spaces combined will provide for recreational activities and the ability to enjoy the natural beauty of the site and surrounding areas in Marysville through the multi-purpose trails and parks. The industrial development will create much higher property values than the current CAUV ground and will help energize the region for many years.

(5) Assure compatibility between proposed land uses within and around the PUD through appropriate development controls.

Compatibility between proposed land uses within and around the PUD is provided through the planned transition of high-density developments around the existing core commercial development as well as increased setbacks and landscape buffers within the PUD Development Standards along mixed uses. The newly created multi-family subarea will help to buffer the existing multi-family development from the industrial / innovation area and the natural features and creek to the north will buffer the single-family development from the industrial/innovation area.

(6) Where appropriate, provide for community facilities, open space, and recreational areas.

The large open space of approximately 82.98 acres across the combined Marysville East Section 1 will preserve existing natural features, with trails and connectivity added to and from each subarea. The Marysville East Sections 2 and 3 expand this open space to 136 acres and its anticipated to growth with future expansion. This preservation area will be in addition to the open spaces and trails that will be included in each subarea. Private recreation facilities (pool, fitness, dog parks) will be added to the multi-family subarea.

(7) To provide a maximum choice of business and living environments by allowing for a variety of housing, building types, and imaginative architectural design.

Across all the Marysville East PUDs, the integration of the industrial / innovation district will provide opportunities for employers to be positioned within the area and the multi-family and single-family options will provide housing options to the employees and other

existing or future residents of Marysville. The unique design of the multi-family community with Section 1 incorporates both three-story walk-up units with a townhome product that gives future residents a choice of products within the same project. Amenities with this multi-family project will be a pool, fitness center, dog parks, and trails throughout and linked to other open spaces within the overall PUD.

(8) To provide an opportunity for a mix of complementary uses otherwise not permitted within the standard zoning classifications.

The PUD will provide a mix of complementary residential and industrial / innovation uses and establish priorities for high-quality and innovative development and appropriate buffers and transitions between existing and proposed uses.

(9) To develop land in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices, and engineering principles.

By providing the PUD Development Standards and going through the appropriate Exterior/Landscape Plan review and approval process with the Design Review Board for each contemplated development within Marysville East Annexation #1, it will develop in an orderly, coordinated, and comprehensive manner that is consistent with accepted land planning, landscape architecture practices, and engineering principles.

B. Explain how the proposed development impacts public services and facilities, including but not limited to schools, water, sewer, and traffic.

Public Services:

- With each amendment to the Section 1 PUD, a service letter was provided by Marysville which warrants that all utilities and services are available and that the City is willing to take on the responsibility of servicing this area. We will be working with all service providers, which include schools, fire, police, City Engineer, traffic, parks/recreation, and City Council to put together a unique financial package that will help provide funds for these purposes.

Water:

- There is an existing 12" water main located along the north side of Watkins Road at the corner of the regional sewer pump station parcel (hydrant #1145). The initial service for the rest of the Marysville East Annexation #1 ground will be serviced by this line. In addition, Marysville just opened a new $50m+ water treatment plant in 2023, which will provide capacity for all the growth projected for the east side of Marysville and beyond.

- The engineering of other water laterals will be discussed during the engineering phase of each project with the City Engineer.

Sanitary Sewers:

- A regional pump station was constructed along Watkins Road by the City of Marysville and is part of this PUD. The regional station has capacity for the entire east side of Marysville and will include a 36" gravity lateral that will run to the north to US 36. The extension of sewer laterals to service the individual parcels included in this PUD will be worked out with the City Engineer as the projects move forward.

Other Utilities:

- Electric service for this site already exists and future improvements to these utilities will be identified and constructed as the users of the ground are identified.

- Gas service for the site is available from URE and the line is located down the west side of the Bennington property, which the property was included as part of the original Section 1 submission.

- Spectrum has facilities adjacent to the project site and can provide service to the development.

Traffic:

- A traffic study and regional thoroughfare plan update is underway with the assistance and direction of the City Engineer. This document will help identify the roadway infrastructure needed for the industrial/innovation park as well as improvements to Watkins Road and the intersections of US 36/Watkins Road and Watkins Road/Scottslawn. The developer(s), City, and Engineer will work together on a unique set of financial tools to determine the future funding of these improvements.

C. Explain how the proposed development conforms to the Marysville Comprehensive Plan.

The proposed PUD utilized the existing Marysville Comprehensive Plan as the basis for its development. Both the PUD and Comp Plan anticipated industrial/innovation uses along the US 33 corridor with most of the access to this area coming from Scottslawn. The PUD utilizes the multi-family development to buffer the existing residents to the west and the Cotton abandon railroad line to the north with the natural tree line to buffer the future single-family and retail developments from the industrial/innovation uses. The Comp Plan promotes the protection of common areas and the connection of the community to these areas, which is being accomplished with the proposed trail system. The Comp Plan also promotes mixed residential housing types which are being provided and two types, apartments, and townhomes, are intermixed among themselves providing for diversification of products within the same development.

D. Additional Development Standards.

Marysville East Annexation #1 will have upgraded design standards that include common fencing, landscaping, and tree lines along perimeter boundaries and major thoroughfares, standardized signage, and other identifiers that will create a unique gateway feel for the area. Over time, these design elements will be incorporated into the existing core development on the east side of US 33 and US 36.



SITE DATA

Total Acreage:	± 36.36 acres
Total Units:	502 Units
Townhome Units:	214 Units
Multi-family Units:	288 Units
Total Parking:	592 Spaces
Surface Parking:	532 Spaces
Garage Parking:	60 Spaces
(does not include townhome garage or driveway spaces)	
Density:	± 13.81 du/acre
Total Open Space:	± 11.39 Acres (± 31.33% of gross)

WATKINS CENTRAL - SUBAREA A ENLARGEMENT PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

EXHIBIT D1

0 60 180 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



Open Space Data:

Total Gross Acreage: ± 36.36 Acres

Total Open Space: ± 11.39 Acres (± 31.33% of gross)

Proposed 8' wide Multi-use Path:

Proposed 5' wide Sidewalk:

WATKINS CENTRAL - SUBAREA A OPEN SPACE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

EXHIBIT D2

0 60 180 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



SITE DATA

Total Acreage:	± 36.36 acres
Total Units:	502 Units
Townhome Units:	214 Units
Multi-family Units:	288 Units
Total Parking:	592 Spaces
Surface Parking:	532 Spaces
Garage Parking:	60 Spaces
(does not include townhome garage or driveway spaces)	
Density:	± 13.81 du/acre
Total Open Space:	± 11.39 Acres (± 31.33% of gross)

WATKINS CENTRAL - SUBAREA A ILLUSTRATIVE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

EXHIBIT D3

0 60 180 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

US ROUTE 36

NOTE: ADDITIONAL PATH & CROSSBUCK FENCE LOCATIONS FOR SUBAREA B TO BE DEFINED WITH FINAL LAYOUT

WATKINS ROAD

NOTE: ADDITIONAL PATH & CROSSBUCK FENCE LOCATIONS FOR SUBAREA B TO BE DEFINED WITH FINAL LAYOUT

US ROUTE 33

Plan Key:

Multi-Use Asphalt Path:

Black Crossbuck Fence:

NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

WATKINS CENTRAL - OVERALL FENCE & PATH PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

EXHIBIT D4

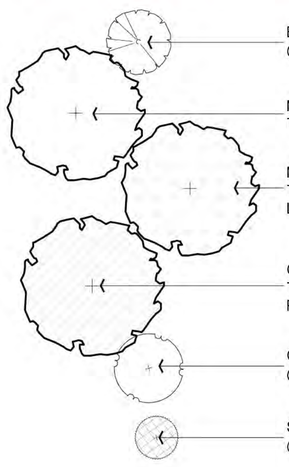
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10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

LANDSCAPE KEY PLAN



EVERGREEN TREE
@ MIN. 6' HEIGHT INSTALL

MED. TO LARGE DECIDUOUS
TREE @ MIN. 2" CAL. INSTALL

MED. TO LARGE DECIDUOUS
TREE TOWARD INTERIOR VUA
LANDSCAPE

ORNAMENTAL OR DECIDUOUS TREE
TOWARD PARKING PERIMETER
REQUIREMENT

ORNAMENTAL TREE
@ MIN. 1.75" CAL. INSTALL

SCREENING SHRUB
@ MIN. 36" HT. INSTALL

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
1	8' WIDE MULTI USE PATH	-
2	6' BENCH	SEE DETAIL G, EXHIBIT E7 FOR MORE INFORMATION
3	FOUNTAIN	-
4	TABLE AND CHAIRS	SEE DETAIL A, EXHIBIT E7 FOR MORE INFORMATION
5	CROSSBUCK FENCE	SEE DETAIL D, EXHIBIT E7 FOR MORE INFORMATION
6	CROSSBUCK FENCE WITH WELDED WIRE MESH	SEE DETAIL E, EXHIBIT E7 FOR MORE INFORMATION
7	MAIL KIOSK	SEE ARCHITECTS PLANS FOR MORE INFORMATION
8	TRASH COMPACTOR	SEE ARCHITECTS PLANS FOR MORE INFORMATION
9	GRILL	SEE DETAIL L, EXHIBIT E7 FOR MORE INFORMATION
10	COLUMN	SEE DETAIL M, EXHIBIT E7 FOR MORE INFORMATION
11	DOGGY BAG WASTE STATION	SEE DETAIL C, EXHIBIT E7 FOR MORE INFORMATION

CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES				
Platanus x acerifolia 'Bloodgood' Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	
Cladrastis kentuckea American Yellowwood	2" CAL.	B&B	AS SHOWN	
Gingko biloba 'Princeton Sentry' Princeton Sentry Ginkgo	2" CAL.	B&B	AS SHOWN	
Liquidambar styraciflua 'Moraine' Moraine Sweetgum	2" CAL.	B&B	AS SHOWN	
Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2" CAL.	B&B	AS SHOWN	
Platanus x acerfolia 'Bloodgood' Bloodgood London Planetree	2" CAL.	B&B	AS SHOWN	
Quercus macrocarpa Bur Oak	2" CAL.	B&B	AS SHOWN	
Quercus rubra Red Oak	2" CAL.	B&B	AS SHOWN	
Quercus bicolor Swamp White Oak	2" CAL.	B&B	AS SHOWN	
Taxodium distichum Baldcypress	2" CAL.	B&B	AS SHOWN	
Ulmus x 'Morton' Accolade Elm	2" CAL.	B&B	AS SHOWN	
Tilia cordata 'Green Spire' Greenspire Little Leaf Linden	2" CAL.	B&B	AS SHOWN	
Gleditsia triacanthos var. inermis 'Sunburst' Sunburst Honeylocust	2" CAL.	B&B	AS SHOWN	
Tilia cordata 'Greenspire' Greenspire Littleleaf Linden	2" CAL.	B&B	AS SHOWN	Match Form
Zelkova serrata 'Green Vase' Green Vase Zelkova	2" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES				
Magnolia virginiana Sweetbay Magnolia	1.75" CAL.	B&B	AS SHOWN	
Magnolia × loebneri 'Merrill' Merrill Magnolia	1.75" CAL.	B&B	AS SHOWN	
Amelanchier canadensis 'Glennform' Rainbow Pillar Serviceberry	1.75" CAL.	B&B	AS SHOWN	
Amelanchier x 'Autumn Brilliance' Autumn Brilliance Serviceberry	1.75" CAL.	B&B	AS SHOWN	
Carpinus caroliniana 'JFS-KW6' Native Flame® American Hornbeam	1.75" CAL.	B&B	AS SHOWN	Match Form
Cercis canadensis Eastern Redbud	1.75" CAL.	B&B	AS SHOWN	
Cercis canadensis 'Forest Pansy' Forest Pansy Eastern Redbud	1.75" CAL.	B&B	AS SHOWN	
Crataegus viridus 'Winter King' Winter King Hawthorn	1.75" CAL.	B&B	AS SHOWN	
Malus 'Snowdrift' Snowdrift crabapple	1.75" CAL.	B&B	AS SHOWN	
EVERGREEN TREES				
Abies Concolor White Fir	6' HT.	B&B	PER PLAN	
Picea abies Norway Spruce	6' HT.	B&B	PER PLAN	
Picea glauca White Spruce	6' HT.	B&B	PER PLAN	
Picea glauca 'densata' Black Hills Spruce	6' HT.	B&B	PER PLAN	
Picea omorika Serbian Spruce	6' HT.	B&B	PER PLAN	
Pinus strobus White Pine	6' HT.	B&B	PER PLAN	

WATKINS ROAD

Multi-use Path Connection

80' R/W

Small Street Trees at 30' O.C. Where Located Within 10' of Overhead Electric

Multi-Family Primary Entry Enlargement Plan See Exhibit E5 For More Information

Clubhouse Enlargement Plan See Exhibit E4 For More Information

Lift Station ± 1.14 Acres

Proposed 60' setback

25' setback

Maintenance Bldg.

Clubhouse

Pool

Dog Park

Retention Pond

Garage (12)

Garage (6)

Compactor

3-Story Garden 24 Unit

4-Unit

6-Unit

southern Mailbox Enlargement Plan See Exhibit E4 For More Information

Highway Oriented Sign Enlargement Plan See Exhibit E5 For More Informmation

US ROUTE 33

Prop. 95' bldg. setback

Proposed 25' parking setback

Landscape buffer area

WATKINS CENTRAL - SUBAREA A OVERALL LANDSCAPE

CITY OF MARYSVILLE, UNION COUNTY, OHIO

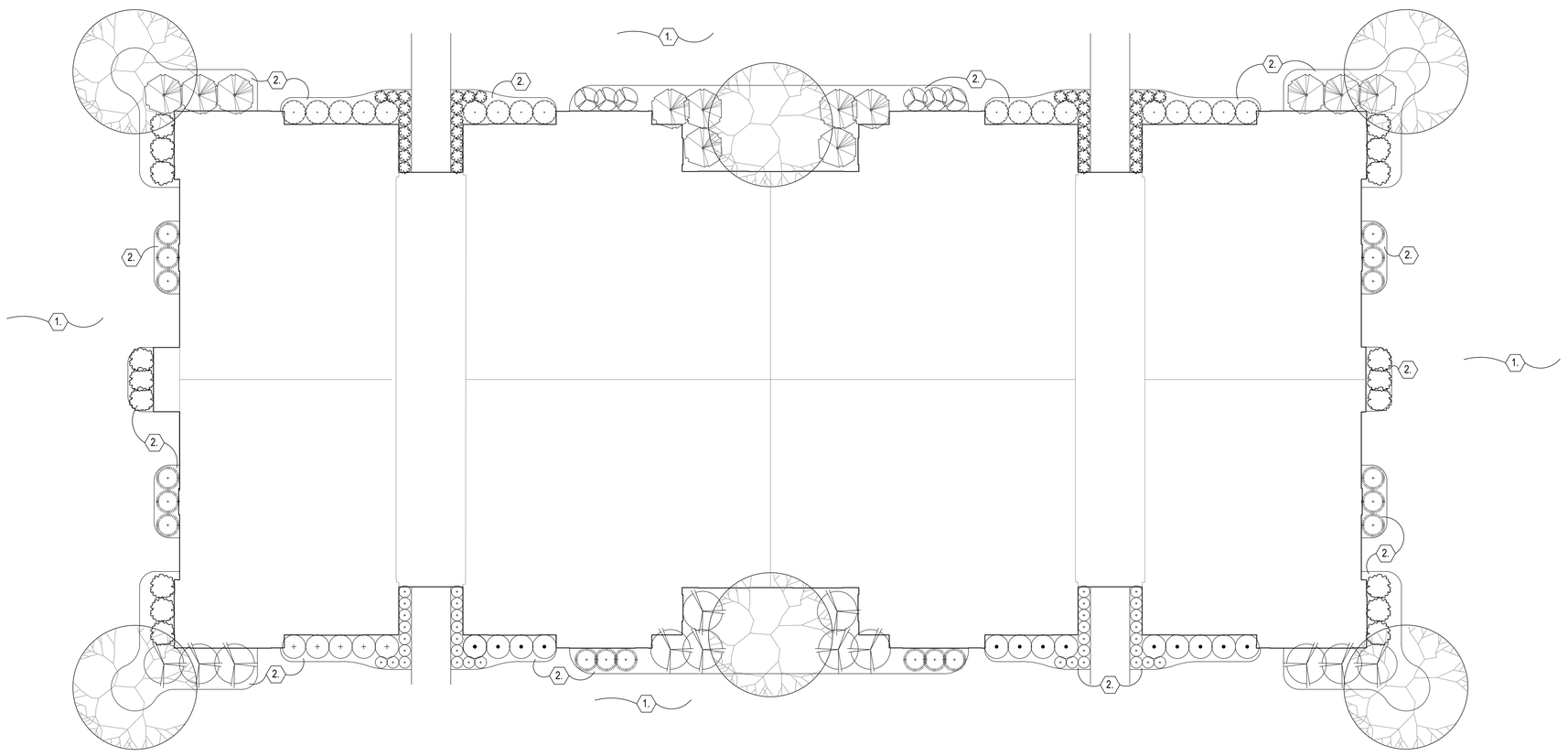
EXHIBIT E1

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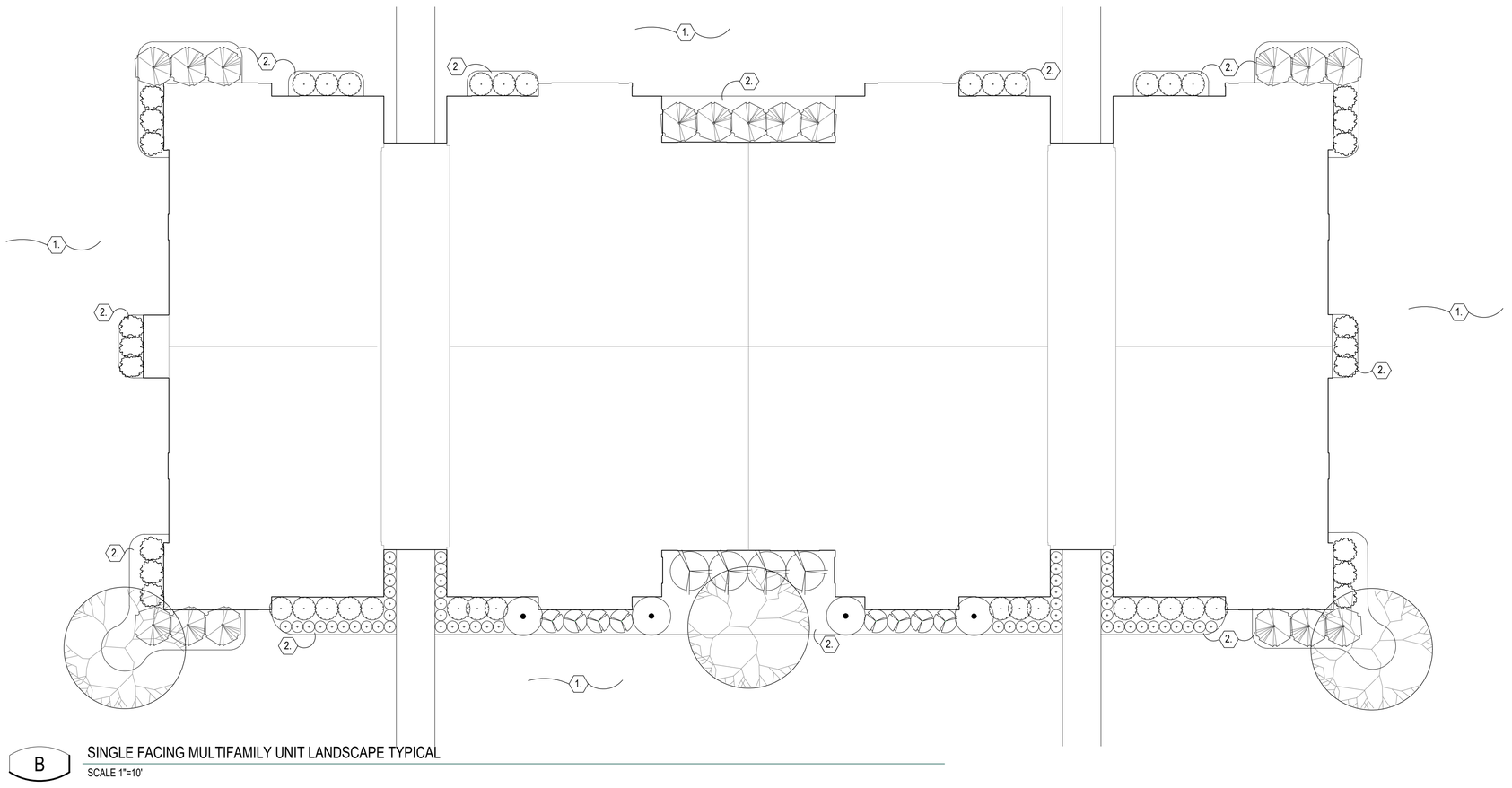
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G2 PLANNING + DESIGN

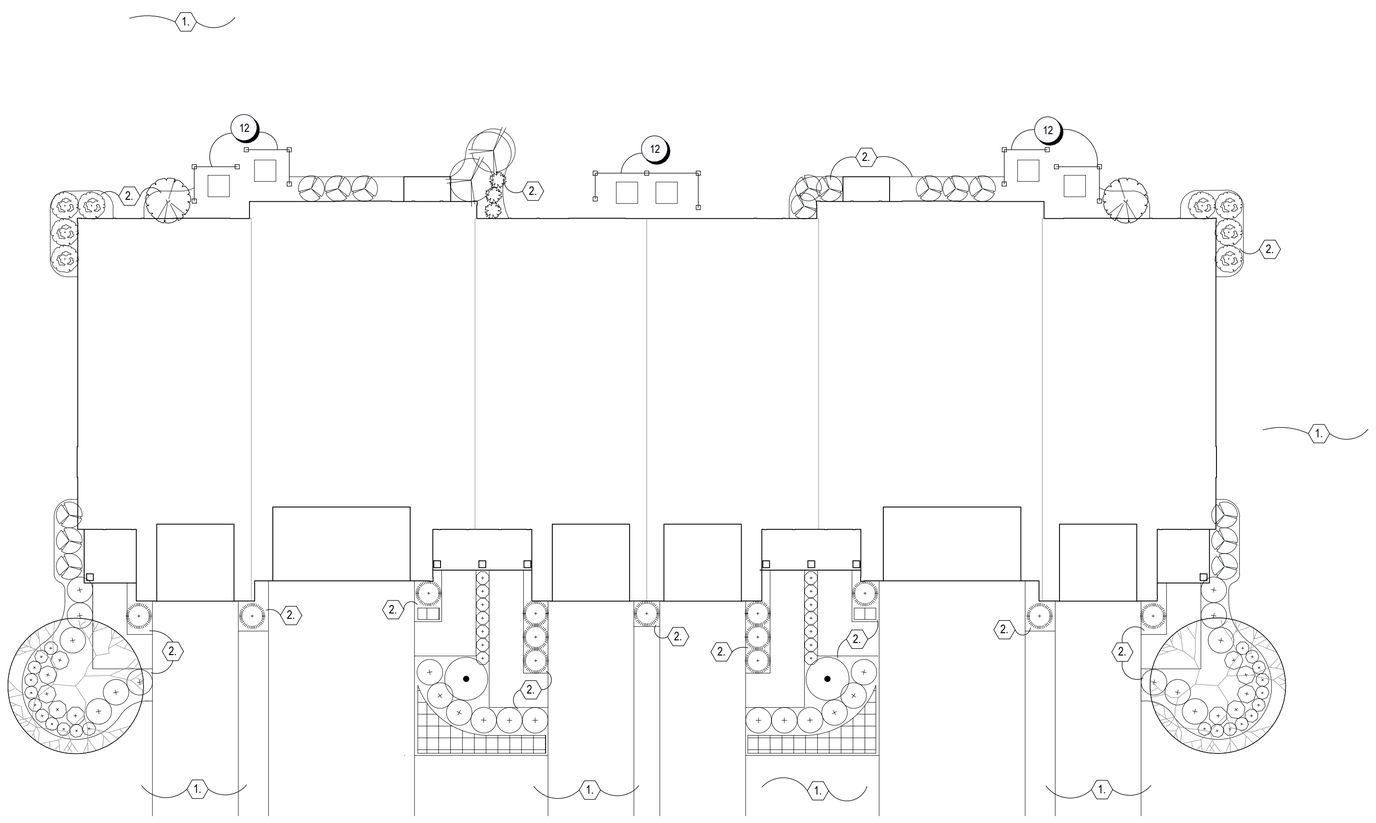
ROCKFORD DEVELOPMENT INVESTMENTS



A DOUBLE FACING MULTIFAMILY UNIT LANDSCAPE TYPICAL
SCALE 1"=10'



B SINGLE FACING MULTIFAMILY UNIT LANDSCAPE TYPICAL
SCALE 1"=10'



C SOUTH, WEST AND EAST FACING 6 UNIT TOWNHOME LANDSCAPE TYPICAL
SCALE 1"=10'

CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
ORNAMENTAL TREES				
Cercis canadensis 'JN2' Rising Sun Redbud	1.5" CAL.	B&B	AS SHOWN	
Betula 'Royal Frost' Royal Frost Birch	1.5" CAL.	B&B	AS SHOWN	NOT TO BE USED AS STREET TREE
Heptacodium miconioides Seven Son Flower	1.5" CAL.	B&B	AS SHOWN	
Fagus sylvatica 'Dawyck Gold' Dawyck Gold Columnar Beech	1.5" CAL.	B&B	AS SHOWN	
Acer palmatum 'Butterfly' Butterfly Japanese Maple	1.25" CAL.	B&B	AS SHOWN	
Taxodium distichum 'Peve Minaret' Peve Minaret Bald Cypress	1.25" CAL.	B&B	AS SHOWN	
LARGE EVERGREEN SHRUBS				
Juniperus virginiana 'Taylor' Sweetbay Magnolia	5' HT.	B&B	AS SHOWN	
Juniperus virginiana 'Grey Owl' Grey Owl Juniper	24" HT.	B&B	AS SHOWN	
Chamaecyparis pisifera 'Gold Spangle' Gold Spangle False Cypress	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Capitata' Capitata Yew	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Emerald Spreader' Emerald Spreader Yew	1.75" CAL.	B&B	AS SHOWN	
Buxus 'Green Mountain' Green Mountain Boxwood	24-30" HT.	B&B	AS SHOWN	
LARGE DECIDUOUS SHRUBS				
Hydrangea Paniculata 'Berry White' Berry White Hydrangea	24-36" HT.	#5 CONT.	PER PLAN	
Hydrangea Quercifolia 'Alice' Alice Oak Leaf Hydrangea	24-36" HT.	B&B	PER PLAN	
Syringa x prestoniae 'James Macfarlane' James Macfarlane Lilac	24-36" HT.	#5 CONT.	PER PLAN	
Viburnum plicatum 'Summer Snowflake' Summer Snowflake Viburnum	24" HT.	#5 CONT.	PER PLAN	
ORNAMENTAL DECIDUOUS SHRUBS				
Hydrangea paniculata 'Ilvobo' Bobo Hydrangea	-	#3 CONT.	AS SHOWN	
Hydrangea arborescens 'Abetwo Incrediball' Incrediball Hydrangea	-	#3 CONT.	AS SHOWN	
Callicarpa dichotoma 'Issai' Issai Beautyberry	-	#3 CONT.	AS SHOWN	
Itea virginica 'Little Henry' Little Henry Sweetspire	-	#3 CONT.	AS SHOWN	
Clethra alnifolia 'Ruby Spice' Ruby Spice Clethra	-	#3 CONT.	AS SHOWN	
Fothergilla gardenii Dwarf Fothergilla	-	#3 CONT.	AS SHOWN	
PERENNIALS, GRASSES AND GROUNDCOVERS				
Carex pennsylvanica Pennsylvania Sedge	-	#1 CONT.	AS SHOWN	
Helictotrichon sempervirens Blue Oat Grass	-	#1 CONT.	AS SHOWN	
Rudbeckia hirta 'Indian Summer' Indian Summer Rudbeckia	-	#1 CONT.	AS SHOWN	
Cimifuga racemosa 'Chocoholic' Chocoholic Black Snakeroot	-	#1 CONT.	AS SHOWN	
Eupatorium maculatum 'Little Pye' Little Pye Joe Pye Weed	-	#1 CONT.	AS SHOWN	
Echincea purpurea 'Cheyenne Spirit' Cheyenne Spirit Coneflower	-	#1 CONT.	AS SHOWN	
Asclepias tuberosa Butterflyweed	-	#1 CONT.	AS SHOWN	
Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	-	#1 CONT.	AS SHOWN	
Polystichum polyblepharum Tassel Fern	-	#1 CONT.	AS SHOWN	
Matteuccia struthiopteris Ostrich Fern	-	#1 CONT.	AS SHOWN	
Cerastium tomentosum Snow-in-Summer	-	PLUG	6" O.C.	
Ajuga reptens 'Bronze Beauty' Bronze Beauty Bugleweed	-	PLUG	6" O.C.	

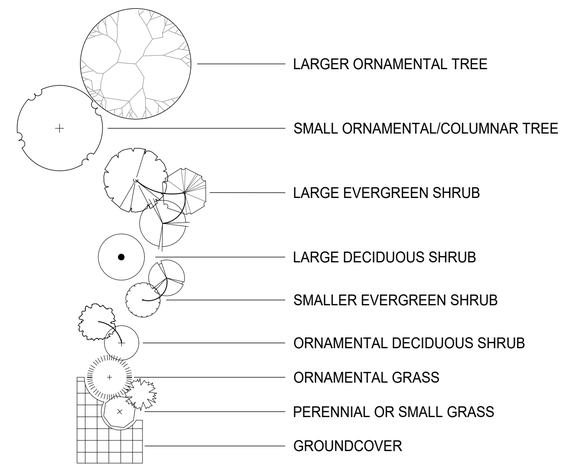
CODED LANDSCAPE NOTES

1. TURF - SOD OR SEED PER OWNER DIRECTION
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
12	AC SCREENING FENCE	SEE DETAIL F, EXHIBIT E7 FOR MORE INFORMATION

LANDSCAPE PLAN KEY



NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

WATKINS CENTRAL - UNIT TYPICAL LANDSCAPE PLANS I EXHIBIT E2

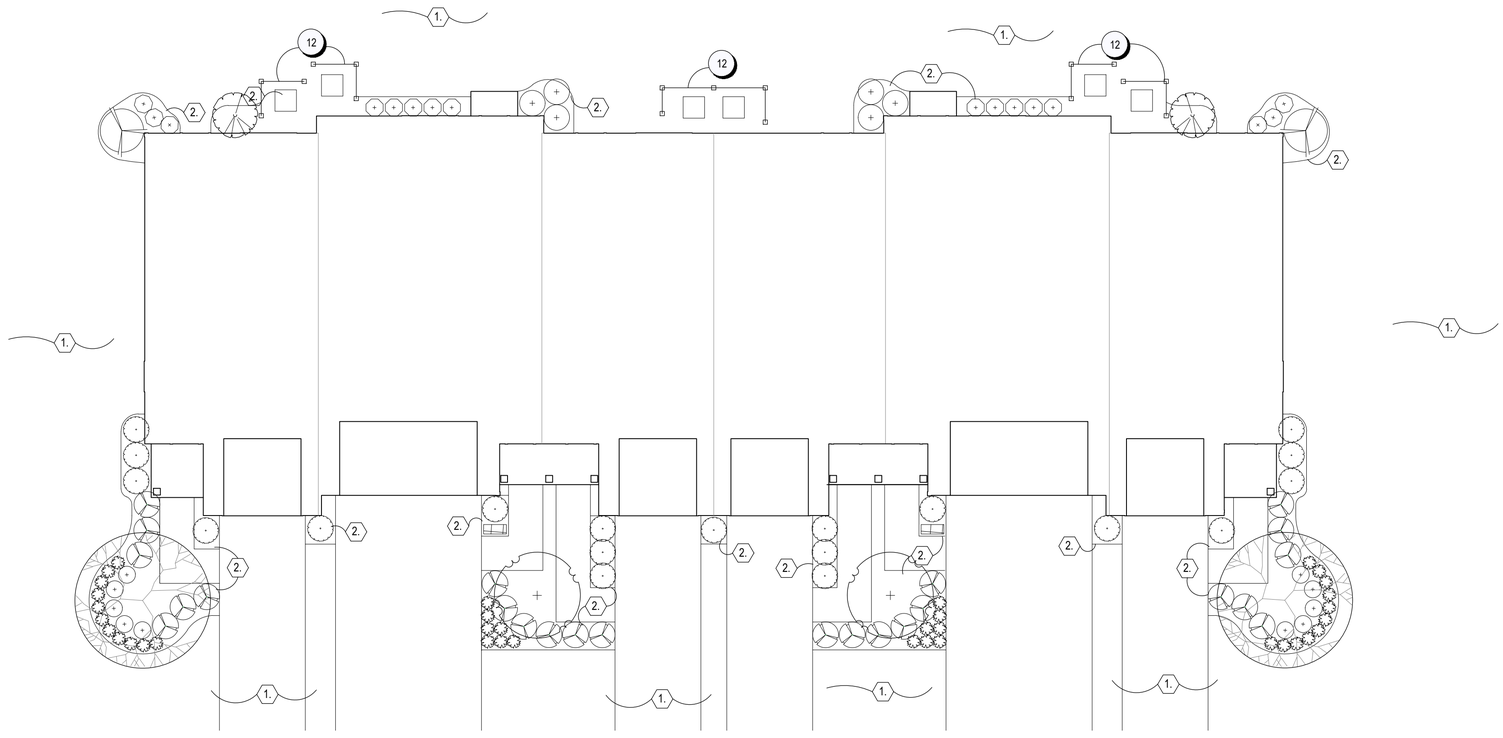
CITY OF MARYSVILLE, UNION COUNTY, OHIO

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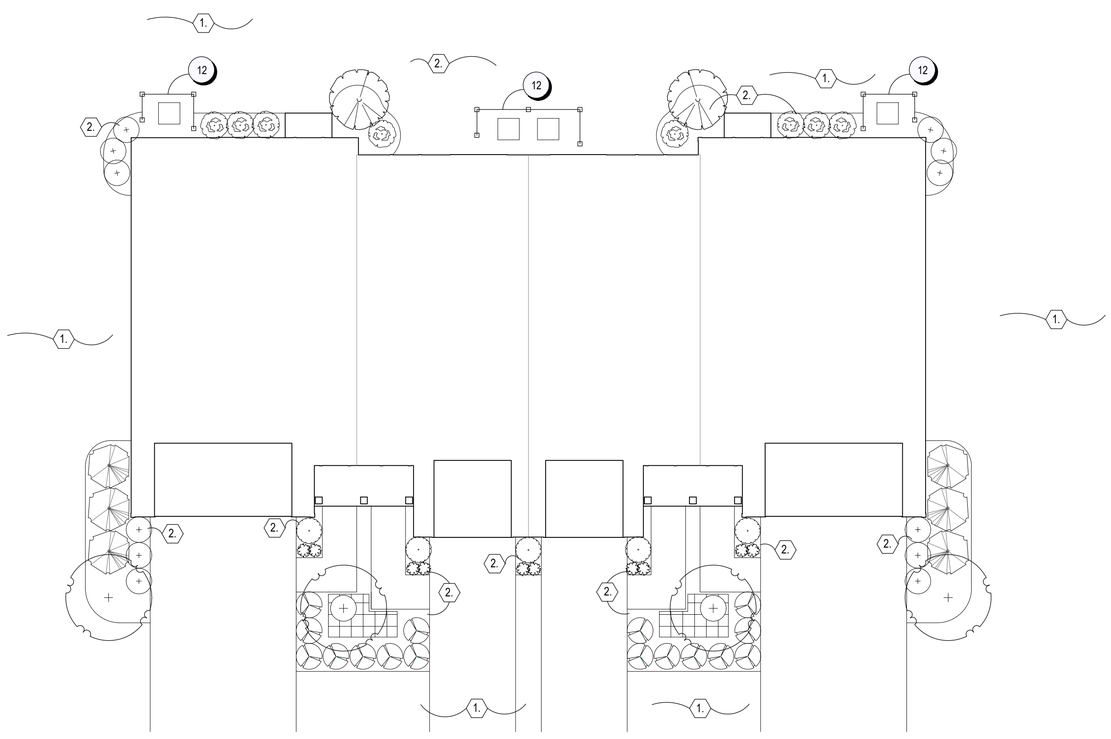
10.17.2023

G2 PLANNING + DESIGN

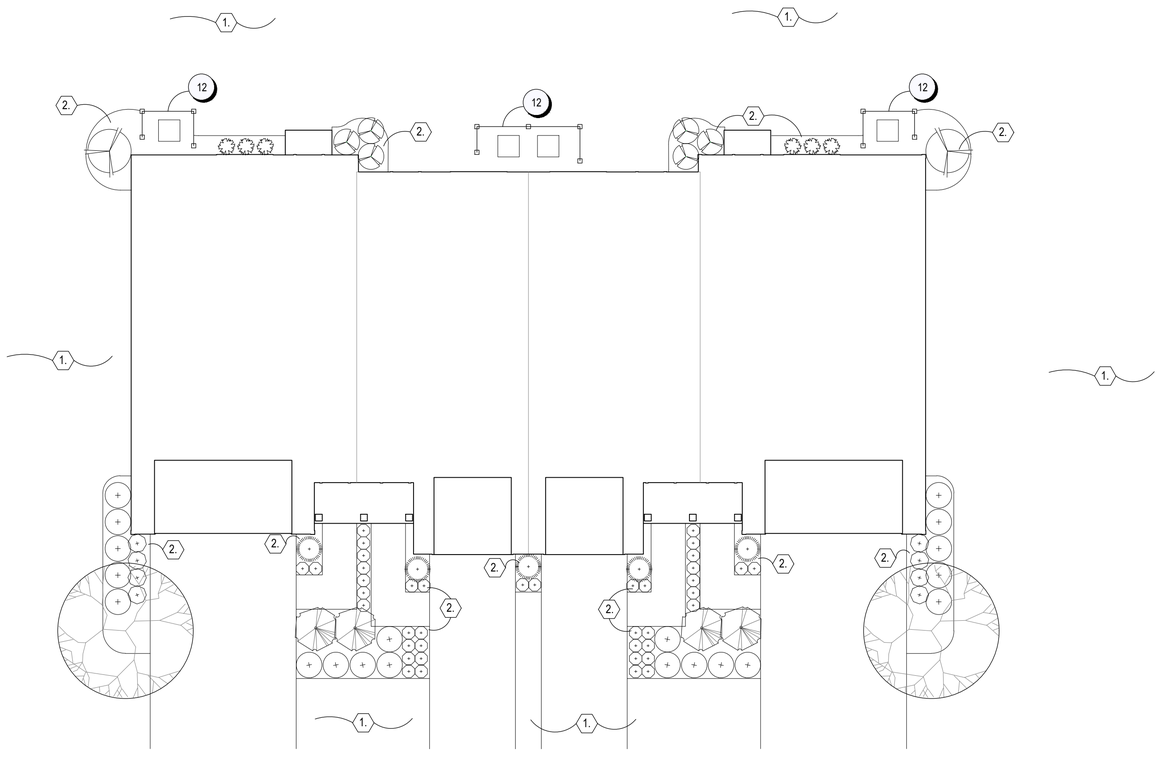
ROCKFORD DEVELOPMENT INVESTMENTS



D NORTH FACING 6 UNIT TOWNHOME LANDSCAPE TYPICAL
SCALE 1"=10'



D NORTH FACING 4 UNIT TOWNHOME LANDSCAPE TYPICAL
SCALE 1"=10'



E SOUTH, WEST AND EAST FACING 4 UNIT TOWNHOME LANDSCAPE TYPICAL
SCALE 1"=10'

NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

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Callicarpa dichotoma 'Issai' Issai Beautyberry	-	#3 CONT.	AS SHOWN	
Itea virginica 'Little Henry' Little Henry Sweetspire	-	#3 CONT.	AS SHOWN	
Clethra alnifolia 'Ruby Spice' Ruby Spice Clethra	-	#3 CONT.	AS SHOWN	
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Helictotrichon sempervirens Blue Oat Grass	-	#1 CONT.	AS SHOWN	
Rudbeckia hirta 'Indian Summer' Indian Summer Rudbeckia	-	#1 CONT.	AS SHOWN	
Cimifuga racemosa 'Chocoholic' Chocoholic Black Snakeroot	-	#1 CONT.	AS SHOWN	
Eupatorium maculatum 'Little Pye' Little Pye Joe Pye Weed	-	#1 CONT.	AS SHOWN	
Echincea purpurea 'Cheyenne Spirit' Cheyenne Spirit Coneflower	-	#1 CONT.	AS SHOWN	
Asclepias tuberosa Butterflyweed	-	#1 CONT.	AS SHOWN	
Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	-	#1 CONT.	AS SHOWN	
Polystichum polyblepharum Tassel Fern	-	#1 CONT.	AS SHOWN	
Matteuccia struthiopteris Ostrich Fern	-	#1 CONT.	AS SHOWN	
Cerastium tomentosum Snow-in-Summer	-	PLUG	6" O.C.	
Ajuga reptens 'Bronze Beauty' Bronze Beauty Bugleweed	-	PLUG	6" O.C.	

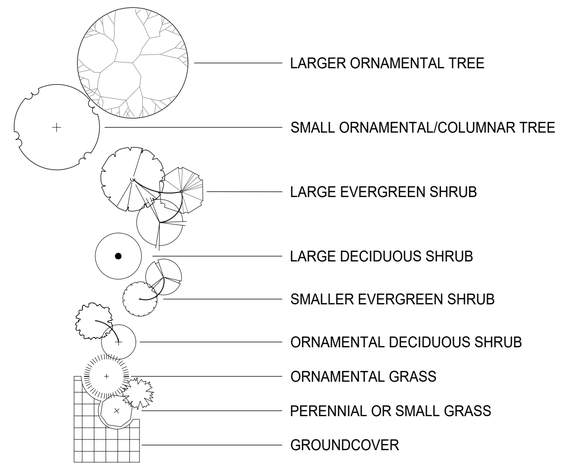
CODED LANDSCAPE NOTES

1. TURF - SOD OR SEED PER OWNER DIRECTION
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH. POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
12	AC SCREENING FENCE	SEE DETAIL F, EXHIBIT E7 FOR MORE INFORMATION

LANDSCAPE PLAN KEY



WATKINS CENTRAL - UNIT TYPICAL LANDSCAPE PLANS II EXHIBIT E3

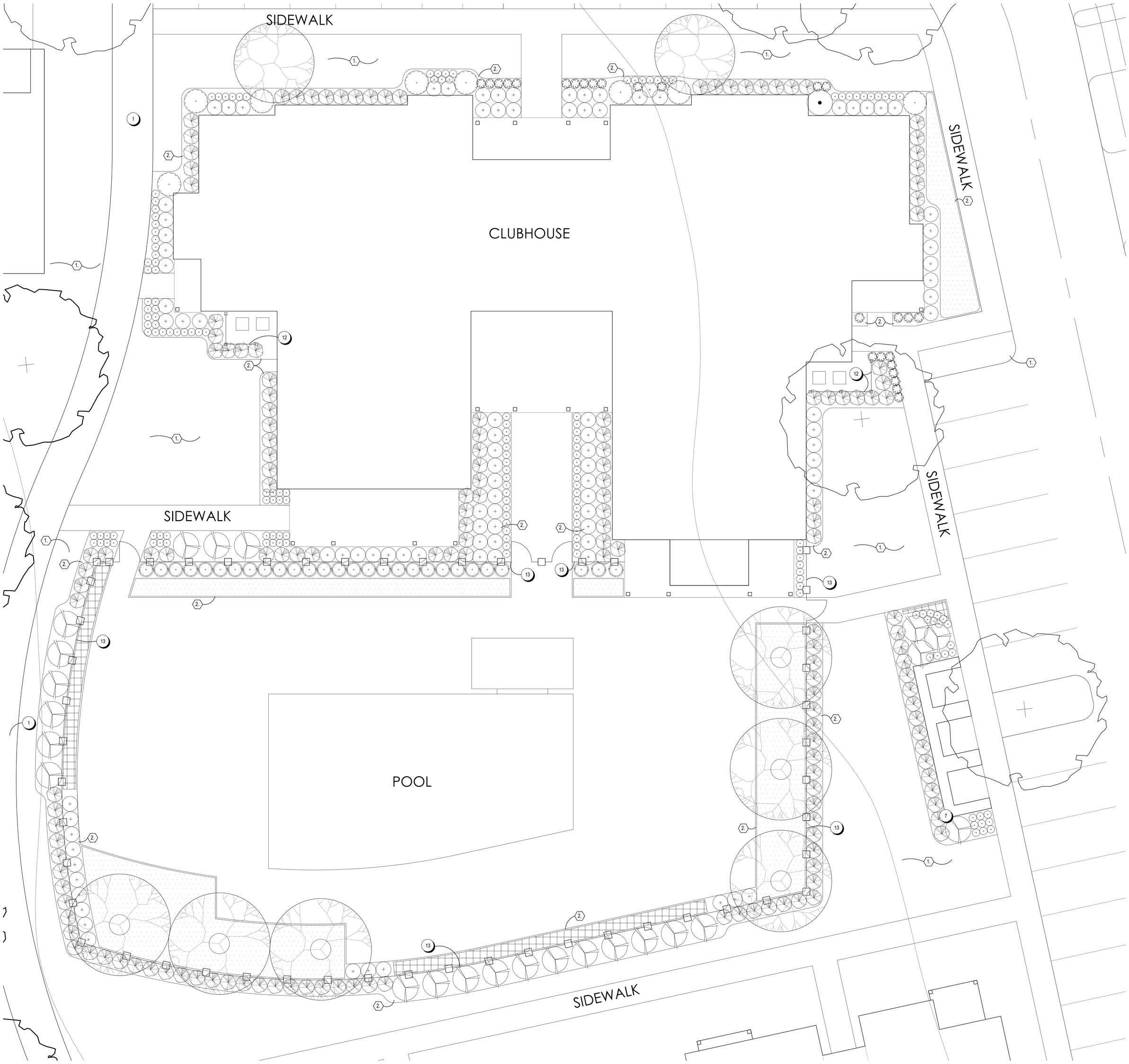
CITY OF MARYSVILLE, UNION COUNTY, OHIO

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10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
ORNAMENTAL TREES				
Aesculus x carnea 'Briotii' Briotti Horsechestnut	1.5" CAL.	B&B	AS SHOWN	
Cercis canadensis 'Flamethrower' Flamethrower Redbud	1.5" CAL.	B&B	AS SHOWN	
Betula papyrifera 'Renci' Renaissance Reflection Paper Birch	1.5" CAL.	B&B	AS SHOWN	NOT TO BE USED AS STREET TREE
Cornus controversa 'June Snow' June Snow Giant Dogwood	1.5" CAL.	B&B	AS SHOWN	
LARGE EVERGREEN SHRUBS				
Juniperus virginiana 'Taylor' Sweetbay Magnolia	5' HT.	B&B	AS SHOWN	
Juniperus virginiana 'Grey Owl' Grey Owl Juniper	24" HT.	B&B	AS SHOWN	
Chamaecyparis pisifera 'Gold Spangle' Gold Spangle False Cypress	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Capitata' Capitata Yew	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Emerald Spreader' Emerald Spreader Yew	1.75" CAL.	B&B	AS SHOWN	
Buxus 'Green Mountain' Green Mountain Boxwood	24-30" HT.	B&B	AS SHOWN	
LARGE DECIDUOUS SHRUBS				
Hydrangea Paniculata 'Berry White' Berry White Hydrangea	24-36" HT.	#5 CONT.	PER PLAN	
Hydrangea Quercifolia 'Alice' Alice Oak Leaf Hydrangea	24-36" HT.	B&B	PER PLAN	
Viburnum plicatum 'Summer Snowflake' Summer Snowflake Viburnum	24" HT.	#5 CONT.	PER PLAN	
ORNAMENTAL DECIDUOUS SHRUBS				
Hydrangea paniculata 'Ilvobo' Bobo Hydrangea	-	#3 CONT.	AS SHOWN	
Hydrangea arborescens 'Abetwo Incrediball' Incrediball Hydrangea	-	#3 CONT.	AS SHOWN	
Callicarpa dichotoma 'Issai' Issai Beautyberry	-	#3 CONT.	AS SHOWN	
Itea virginica 'Little Henry' Little Henry Sweetspire	-	#3 CONT.	AS SHOWN	
Clethra alnifolia 'Ruby Spice' Ruby Spice Clethra	-	#3 CONT.	AS SHOWN	
Fothergilla gardenii Dwarf Fothergilla	-	#3 CONT.	AS SHOWN	

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
PERENNIALS, GRASSES AND GROUNDCOVERS				
Carex pennsylvanica Pennsylvania Sedge	-	#1 CONT.	24" O.C.	
Helictotrichon sempervirens Blue Oat Grass	-	#1 CONT.	AS SHOWN	
Rudbeckia hirta 'Indian Summer' Indian Summer Rudbeckia	-	#1 CONT.	AS SHOWN	
Eupatorium maculatum 'Little Pye' Little Pye Joe Pye Weed	-	#1 CONT.	AS SHOWN	
Echincea purpurea 'Cheyenne Spirit' Cheyenne Spirit Coneflower	-	#1 CONT.	24" O.C.	
Asclepias tuberosa Butterflyweed	-	#1 CONT.	24" O.C.	
Andropogon gerardii Big Bluestem	-	#1 CONT.	AS SHOWN	
Polystichum polyblepharum Tassel Fern	-	#1 CONT.	AS SHOWN	
Matteuccia struthiopteris Ostrich Fern	-	#1 CONT.	AS SHOWN	
Cerastium tomentosum Snow-in-Summer	-	PLUG	6" O.C.	
Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	-	#1 CONT.	AS SHOWN	

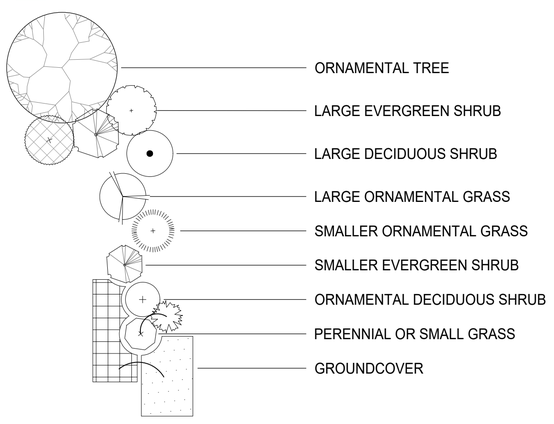
CODED LANDSCAPE NOTES

1. TURF - SOD OR SEED PER OWNER DIRECTION
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
1	8' WIDE MULTI USE PATH	-
7	MAIL KIOSK	SEE ARCHITECTS PLANS FOR MORE INFORMATION
12	AC SCREENING FENCE	SEE DETAIL F, EXHIBIT E7 FOR MORE INFORMATION
13	AMERISTAR MONTAGE PLUS MAJESTIC POOL FENCE	SEE DETAIL B, EXHIBIT E7 FOR MORE INFORMATION

LANDSCAPE PLAN KEY



NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

WATKINS CENTRAL - CLUBHOUSE LANDSCAPE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

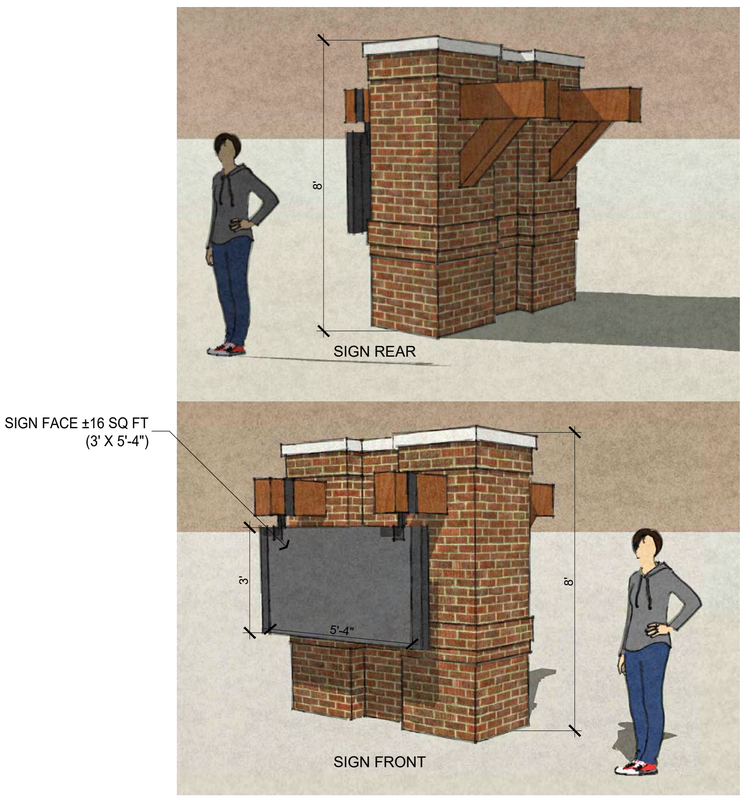
EXHIBIT E4

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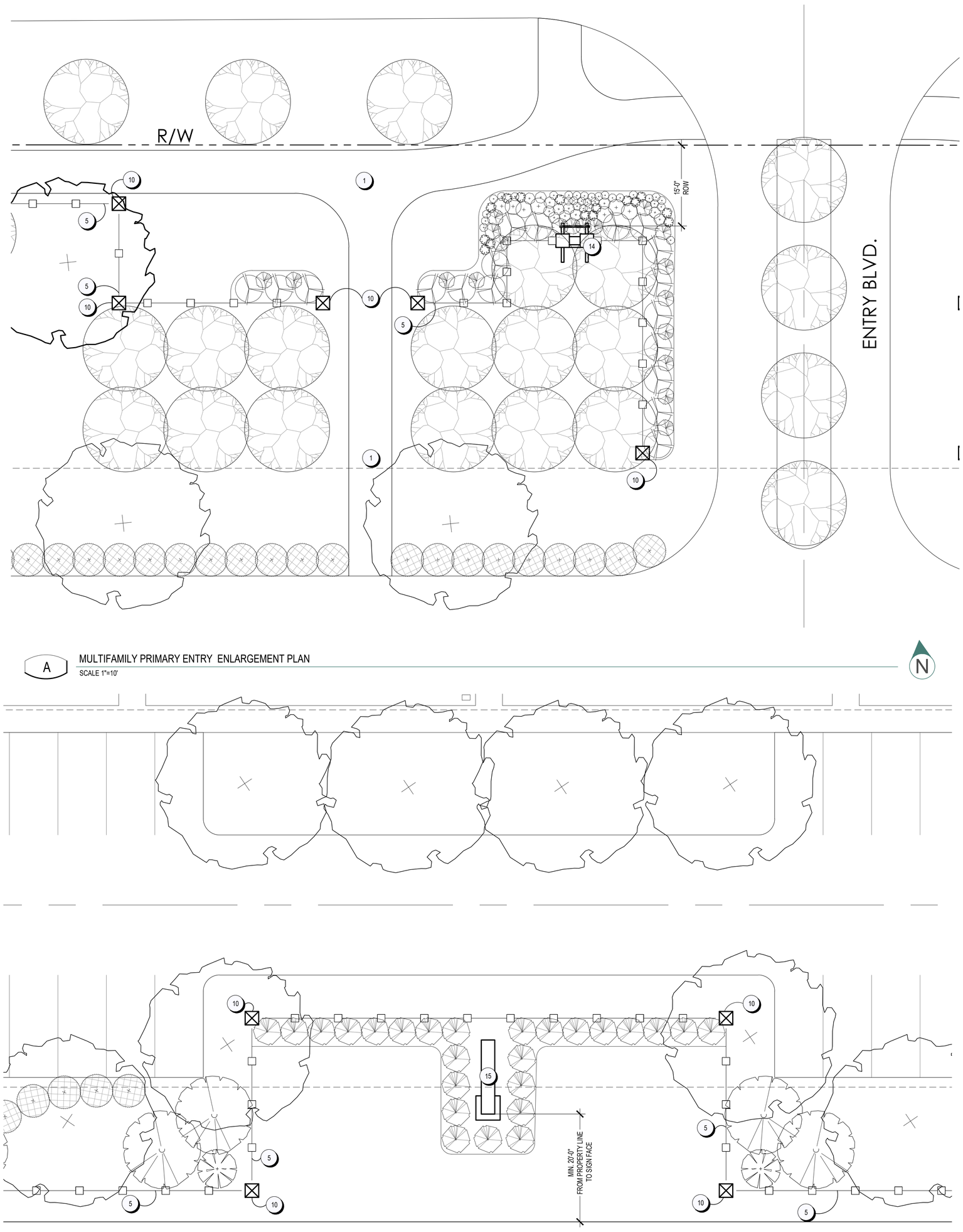
10.17.2023

G2 PLANNING + DESIGN

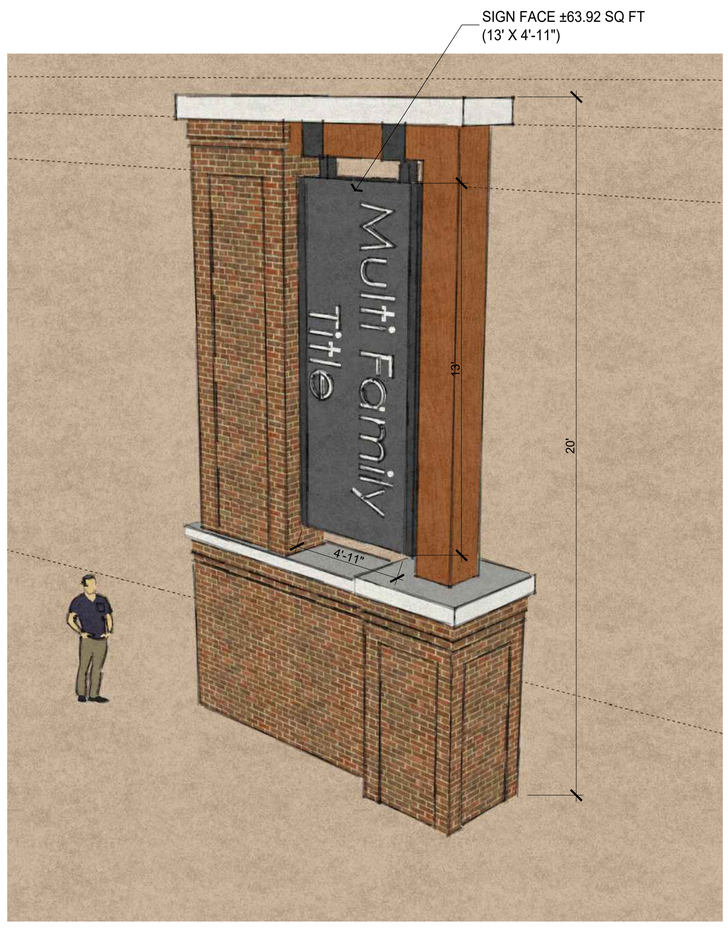
ROCKFORD DEVELOPMENT INVESTMENTS



B MULTIFAMILY ENTRY SIGN
SCALE: N.T.S.

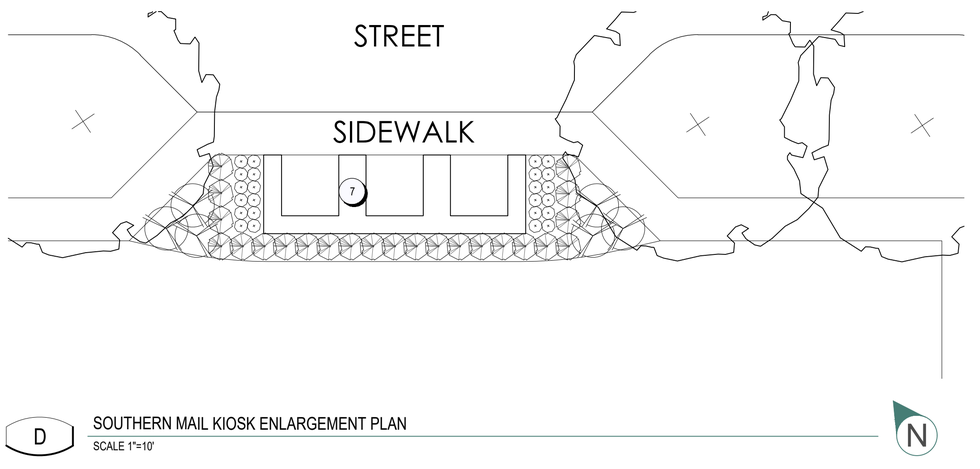


A MULTIFAMILY PRIMARY ENTRY ENLARGEMENT PLAN
SCALE 1"=10'



D DOUBLE SIDED HIGHWAY ORIENTED SIGN
SCALE: N.T.S.

C HIGHWAY ORIENTED SIGN ENLARGEMENT PLAN
SCALE 1"=10'



D SOUTHERN MAIL KIOSK ENLARGEMENT PLAN
SCALE 1"=10'

CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
ORNAMENTAL TREES				
Aesculus x carnea 'Briotii' Briotti Horsechestnut	1.5" CAL.	B&B	AS SHOWN	
Cercis canadensis 'Flamethrower' Flamethrower Redbud	1.5" CAL.	B&B	AS SHOWN	
Betula papyrifera 'Renci' Renaissance Reflection Paper Birch	1.5" CAL.	B&B	AS SHOWN	NOT TO BE USED AS STREET TREE
Cornus controversa 'June Snow' June Snow Giant Dogwood	1.5" CAL.	B&B	AS SHOWN	
LARGE EVERGREEN SHRUBS				
Juniperus virginiana 'Taylor' Sweetbay Magnolia	5' HT.	B&B	AS SHOWN	
Juniperus virginiana 'Grey Owl' Grey Owl Juniper	24" HT.	B&B	AS SHOWN	
Chamaecyparis pisifera 'Gold Spangle' Gold Spangle False Cypress	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Capitata' Capitata Yew	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Emerald Spreader' Emerald Spreader Yew	1.75" CAL.	B&B	AS SHOWN	
Buxus 'Green Mountain' Green Mountain Boxwood	24-30" HT.	B&B	AS SHOWN	
LARGE DECIDUOUS SHRUBS				
Hydrangea Paniculata 'Berry White' Berry White Hydrangea	24-36" HT.	#5 CONT.	PER PLAN	
Hydrangea Quercifolia 'Alice' Alice Oak Leaf Hydrangea	24-36" HT.	B&B	PER PLAN	
Viburnum plicatum 'Summer Snowflake' Summer Snowflake Viburnum	24" HT.	#5 CONT.	PER PLAN	
ORNAMENTAL DECIDUOUS SHRUBS				
Hydrangea paniculata 'Ilvobo' Bobo Hydrangea	-	#3 CONT.	AS SHOWN	
Hydrangea arborescens 'Abetwo Incrediball' Incrediball Hydrangea	-	#3 CONT.	AS SHOWN	
Callicarpa dichotoma 'Issai' Issai Beautyberry	-	#3 CONT.	AS SHOWN	
Itea virginica 'Little Henry' Little Henry Sweetspire	-	#3 CONT.	AS SHOWN	
Clethra alnifolia 'Ruby Spice' Ruby Spice Clethra	-	#3 CONT.	AS SHOWN	
Fothergilla gardenii Dwarf Fothergilla	-	#3 CONT.	AS SHOWN	

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
PERENNIALS, GRASSES AND GROUNDCOVERS				
Carex pennsylvanica Pennsylvania Sedge	-	#1 CONT.	24" O.C.	
Helictotrichon sempervirens Blue Oat Grass	-	#1 CONT.	AS SHOWN	
Rudbeckia hirta 'Indian Summer' Indian Summer Rudbeckia	-	#1 CONT.	AS SHOWN	
Eupatorium maculatum 'Little Pye' Little Pye Joe Pye Weed	-	#1 CONT.	AS SHOWN	
Echinacea purpurea 'Cheyenne Spirit' Cheyenne Spirit Coneflower	-	#1 CONT.	24" O.C.	
Asclepias tuberosa Butterflyweed	-	#1 CONT.	24" O.C.	
Andropogon gerardii Big Bluestem	-	#1 CONT.	AS SHOWN	
Polystichum polyblepharum Tassel Fern	-	#1 CONT.	AS SHOWN	
Matteuccia struthiopteris Ostrich Fern	-	#1 CONT.	AS SHOWN	
Cerastium tomentosum Snow-in-Summer	-	PLUG	6" O.C.	
Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	-	#1 CONT.	AS SHOWN	

CODED LANDSCAPE NOTES

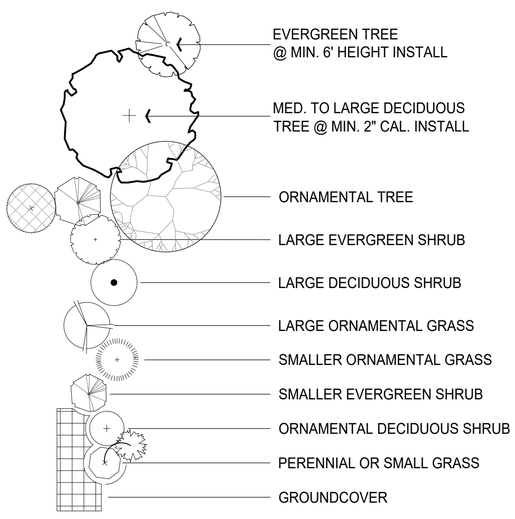
1. TURF - SOD OR SEED PER OWNER DIRECTION
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
1	8' WIDE MULTI USE PATH	-
5	CROSSBUCK FENCE	SEE DETAIL D, EXHIBIT E7 FOR MORE INFORMATION
7	MAIL KIOSK	SEE ARCHITECTS PLANS FOR MORE INFORMATION
10	COLUMN	SEE DETAIL M, EXHIBIT E7 FOR MORE INFORMATION
14	MULTI-FAMILY ENTRY SIGN	SEE DETAIL B, EXHIBIT E5 FOR MORE INFORMATION
15	DOUBLE SIDED HIGHWAY ORIENTED SIGN	SEE DETAIL D, EXHIBIT E5 FOR MORE INFORMATION

NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

LANDSCAPE KEY PLAN



WATKINS CENTRAL - SIGN ENLARGEMENT PLANS

CITY OF MARYSVILLE, UNION COUNTY, OHIO

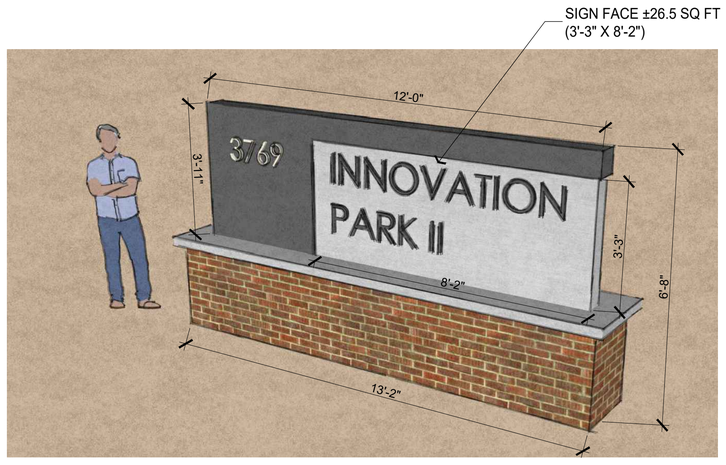
EXHIBIT E5

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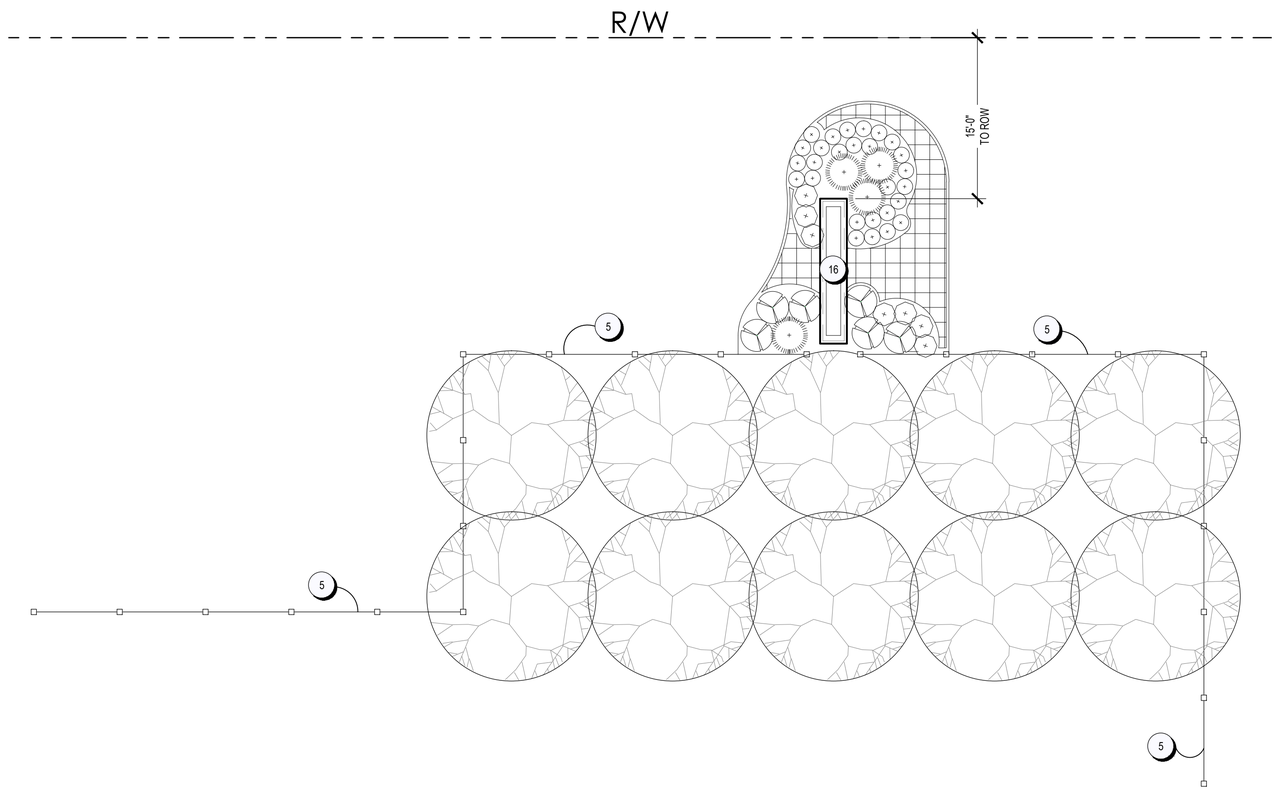
G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS

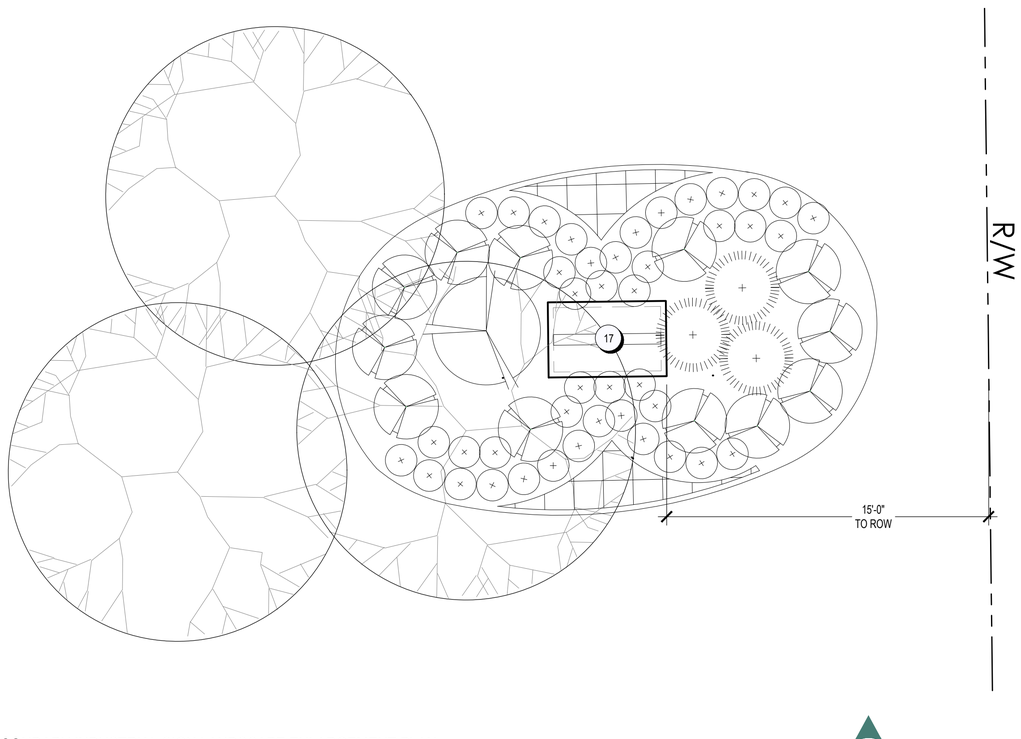


G DOUBLE SIDED PRIMARY INDUSTRIAL ENTRY SIGN
SCALE: N.T.S.

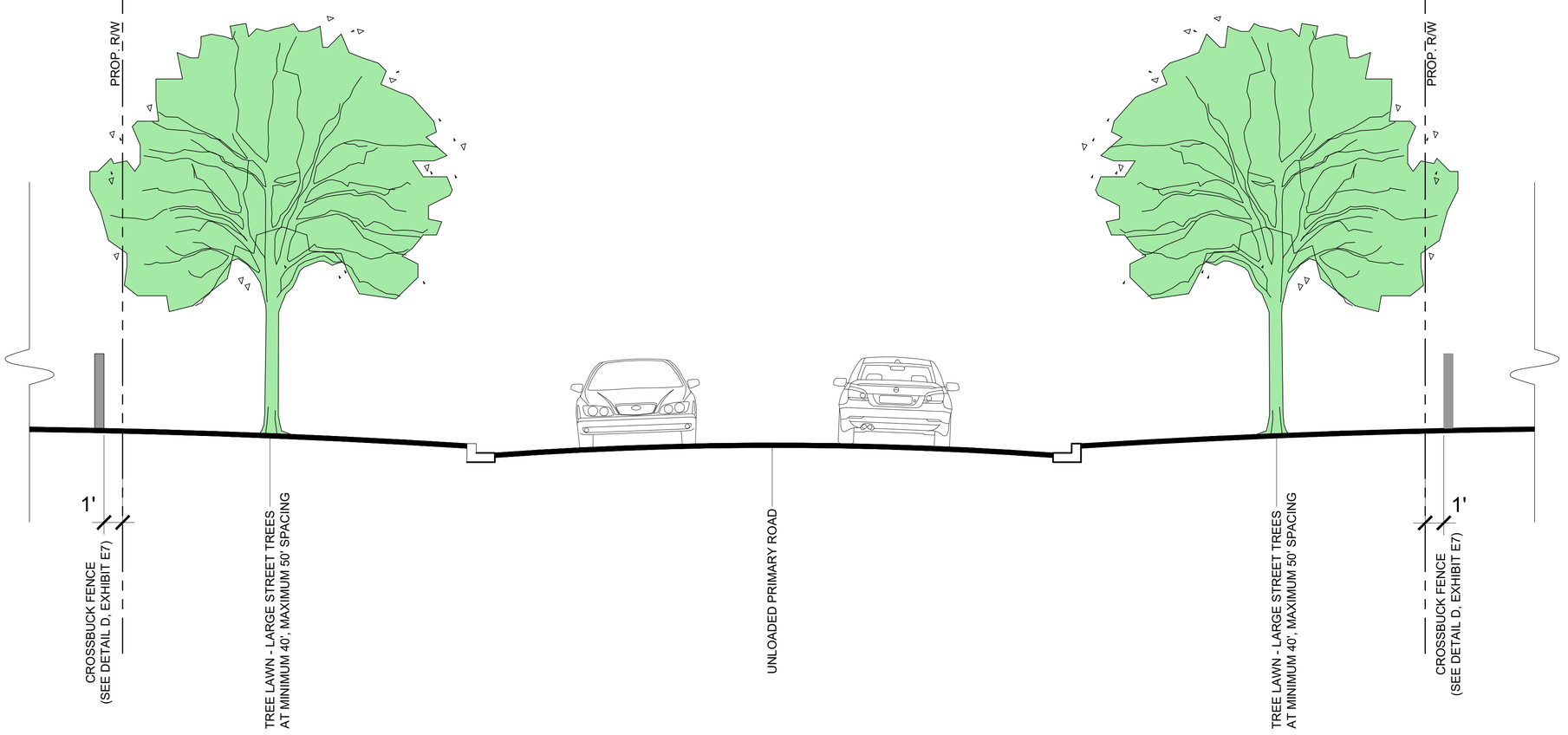
H DOUBLE SIDED SECONDARY INDUSTRIAL ENTRY SIGN
SCALE: N.T.S.



E DOUBLE SIDED PRIMARY INDUSTRIAL ENTRY SIGN LANDSCAPE ENLARGEMENT PLAN
SCALE 1"=8'



F DOUBLE-SIDED SECONDARY INDUSTRIAL SIGN LANDSCAPE ENLARGEMENT PLAN
SCALE 1"=4'



I UNLOADED PRIMARY ROAD TYPICAL SECTION
SCALE: 1"=4'

CONCEPTUAL PLANT LIST

BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
ORNAMENTAL TREES				
Aesculus x carnea 'Briotii' Briotti Horsechestnut	1.5" CAL.	B&B	AS SHOWN	
Cercis canadensis 'Flamethrower' Flamethrower Redbud	1.5" CAL.	B&B	AS SHOWN	
Betula papyrifera 'Renci' Renaissance Reflection Paper Birch	1.5" CAL.	B&B	AS SHOWN	NOT TO BE USED AS STREET TREE
Cornus controversa 'June Snow' June Snow Giant Dogwood	1.5" CAL.	B&B	AS SHOWN	
LARGE EVERGREEN SHRUBS				
Juniperus virginiana 'Taylor' Sweetbay Magnolia	5' HT.	B&B	AS SHOWN	
Juniperus virginiana 'Grey Owl' Grey Owl Juniper	24" HT.	B&B	AS SHOWN	
Chamaecyparis pisifera 'Gold Spangle' Gold Spangle False Cypress	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Capitata' Capitata Yew	3-4' HT.	B&B	AS SHOWN	
Taxus cuspidata 'Emerald Spreader' Emerald Spreader Yew	1.75" CAL.	B&B	AS SHOWN	
Buxus 'Green Mountain' Green Mountain Boxwood	24-30" HT.	B&B	AS SHOWN	
LARGE DECIDUOUS SHRUBS				
Hydrangea Paniculata 'Berry White' Berry White Hydrangea	24-36" HT.	#5 CONT.	PER PLAN	
Hydrangea Quercifolia 'Alice' Alice Oak Leaf Hydrangea	24-36" HT.	B&B	PER PLAN	
Viburnum plicatum 'Summer Snowflake' Summer Snowflake Viburnum	24" HT.	#5 CONT.	PER PLAN	
ORNAMENTAL DECIDUOUS SHRUBS				
Hydrangea paniculata 'Ilvobo' Bobo Hydrangea	-	#3 CONT.	AS SHOWN	
Hydrangea arborescens 'Abetwo Incrediball' Incrediball Hydrangea	-	#3 CONT.	AS SHOWN	
Callicarpa dichotoma 'Issai' Issai Beautyberry	-	#3 CONT.	AS SHOWN	
Itea virginica 'Little Henry' Little Henry Sweetspire	-	#3 CONT.	AS SHOWN	
Clethra alnifolia 'Ruby Spice' Ruby Spice Clethra	-	#3 CONT.	AS SHOWN	
Fothergilla gardenii Dwarf Fothergilla	-	#3 CONT.	AS SHOWN	
PERENNIALS, GRASSES AND GROUNDCOVERS				
Carex pennsylvanica Pennsylvania Sedge	-	#1 CONT.	24" O.C.	
Helictotrichon sempervirens Blue Oat Grass	-	#1 CONT.	AS SHOWN	
Rudbeckia hirta 'Indian Summer' Indian Summer Rudbeckia	-	#1 CONT.	AS SHOWN	
Eupatorium maculatum 'Little Pye' Little Pye Joe Pye Weed	-	#1 CONT.	AS SHOWN	
Echincea purpurea 'Cheyenne Spirit' Cheyenne Spirit Coneflower	-	#1 CONT.	24" O.C.	
Asclepias tuberosa Butterflyweed	-	#1 CONT.	24" O.C.	
Andropogon gerardii Big Bluestem	-	#1 CONT.	AS SHOWN	
Polystichum polyblepharum Tassel Fern	-	#1 CONT.	AS SHOWN	
Matteuccia struthiopteris Ostrich Fern	-	#1 CONT.	AS SHOWN	
Cerastium tomentosum Snow-in-Summer	-	PLUG	6" O.C.	
Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	-	#1 CONT.	AS SHOWN	

LANDSCAPE KEY PLAN

CODED LAYOUT AND MATERIAL NOTES

KEY	ITEM	NOTES
5	CROSSBUCK FENCE	SEE DETAIL D, EXHIBIT E7 FOR MORE INFORMATION
16	DOUBLE SIDED PRIMARY INDUSTRIAL ENTRY SIGN	SEE DETAIL G, EXHIBIT E6 FOR MORE INFORMATION
17	DOUBLE SIDED SECONDARY INDUSTRAIL ENTRY SIGN	SEE DETAIL H, EXHIBIT E6 FOR MORE INFORMATION

CODED LANDSCAPE NOTES

1. TURF - SOD OR SEED PER OWNER DIRECTION
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

NOTE: THE DEVELOPMENT PLAN AS DEPICTED IS CONCEPTUAL IN NATURE. FINAL LAYOUT AND DENSITY MAY VARY BASED UPON DESIGN AND ENGINEERING PROVIDED THAT FINAL LAYOUT SHALL MEET ALL REQUIREMENTS SPECIFIED HEREIN.

WATKINS CENTRAL - SIGN AND STREETSCAPE TYPICALS

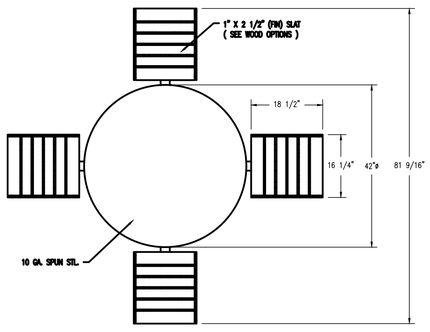
CITY OF MARYSVILLE, UNION COUNTY, OHIO

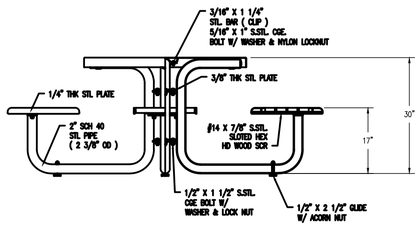
EXHIBIT E6

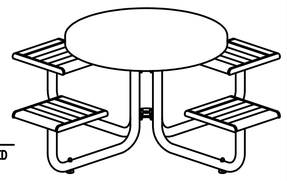
10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS







WOOD OPTIONS

☐ IPE S4S EE

☐ OTHER _____

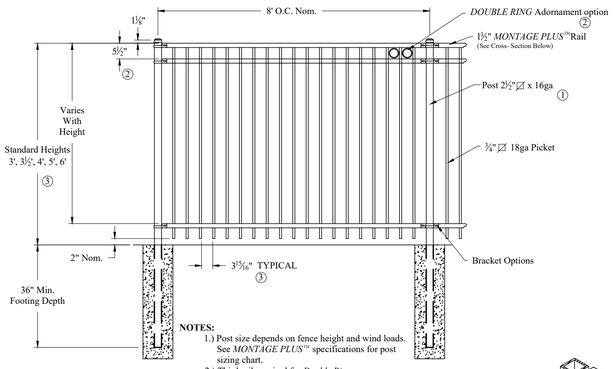
NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 2 1/2" NYLON GLIDES AND 1/2" X 5 1/2" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	TABLE	DATE DRAWN : 12/01/17 DRAWN BY : RDH DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 295–40	SHEET 1 OF 2

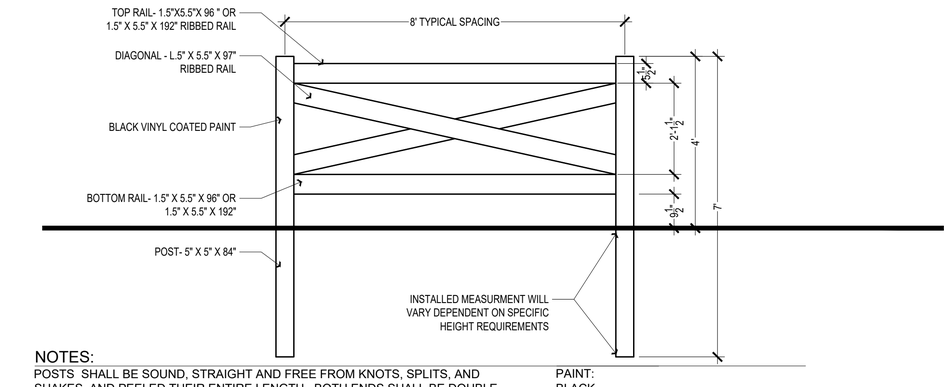
A DUMOR TABLE 295
N.T.S.



B MONTAGE PLUS MAJESTIC POOL FENCE DETAIL
N.T.S.



C DOGGY BAG WASTE STATION
N.T.S.



NOTES:

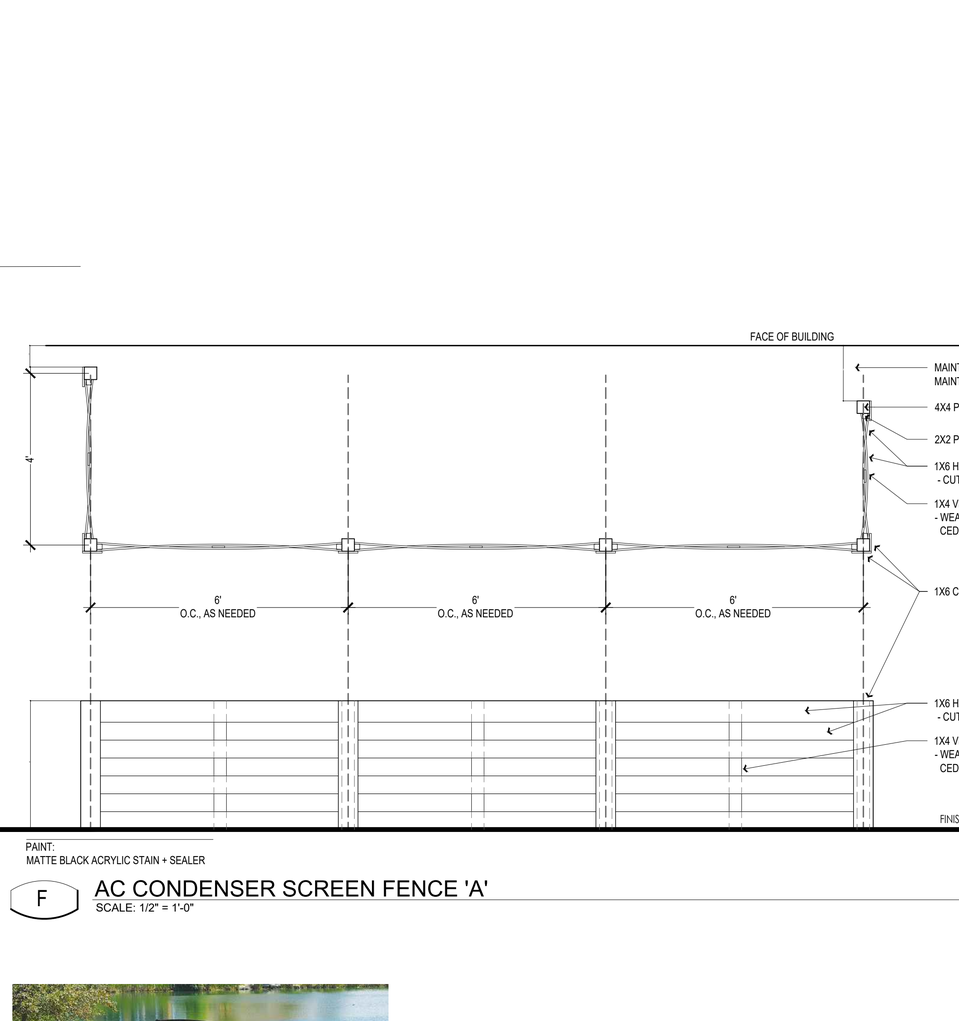
POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE .

FENCE BOARDS:
BOARDS SHALL BE 1.5" X 5.5" X 98" OR 1.5" X 5.5" X 192" POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES.

PAINT:
BLACK

FASTENERS:
NAILS-10D PLAIN SHANK BOX GALVANIZED

D CROSSBUCK FENCE
SCALE: 1/2" = 1'-0"



NOTES:

POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE .

FENCE BOARDS:
BOARDS SHALL BE 1.5" X 5.5" X 98" OR 1.5" X 5.5" X 192" POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES.

PAINT:
BLACK

FASTENERS:
NAILS-10D PLAIN SHANK BOX GALVANIZED

E DOG PARK CROSSBUCK FENCE WITH WELDED WIRE MESH
SCALE: 1/2" = 1'-0"

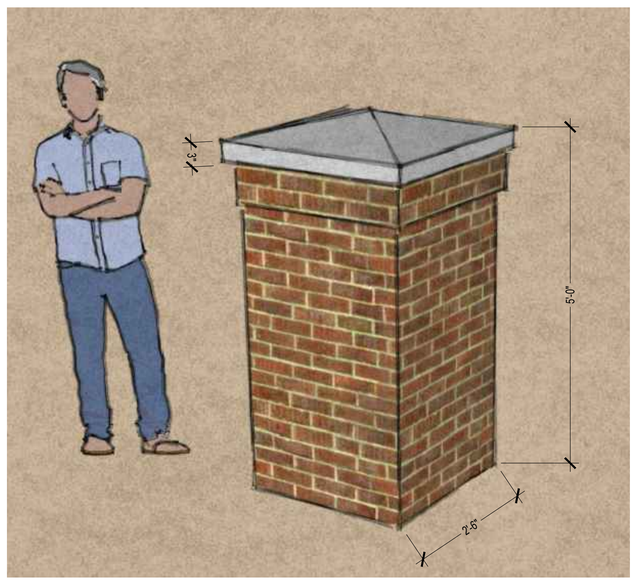
PAINT:
MATTE BLACK ACRYLIC STAIN + SEALER

F AC CONDENSER SCREEN FENCE 'A'
SCALE: 1/2" = 1'-0"

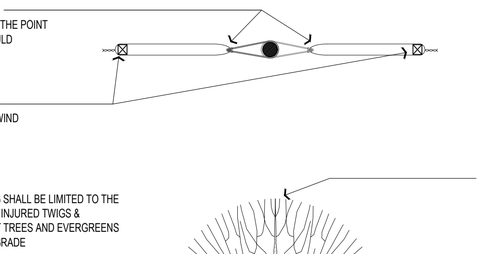


PRODUCT INFO: 6' STELLA ALUMINUM BENCH (BLACK), OR OWNER APPROVED EQUAL

G BENCH
SCALE: NTS



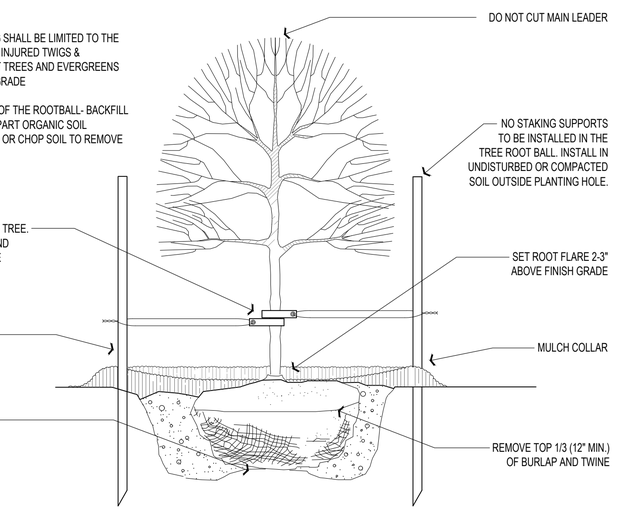
M COLUMN DETAIL
N.T.S.



STAKING PLAN DETAIL

NOTES:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2- 3" ABOVE FINISH GRADE

*DIG PLANTING HOLE TWICE THE DIAMETER OF THE ROOTBALL- BACKFILL WITH MIXTURE 4 PARTS NATIVE SOIL AND 1 PART ORGANIC SOIL CONDITIONER (LEAF COMPOST). PULVERIZE OR CHOP SOIL TO REMOVE CLODS AND CLUMPS



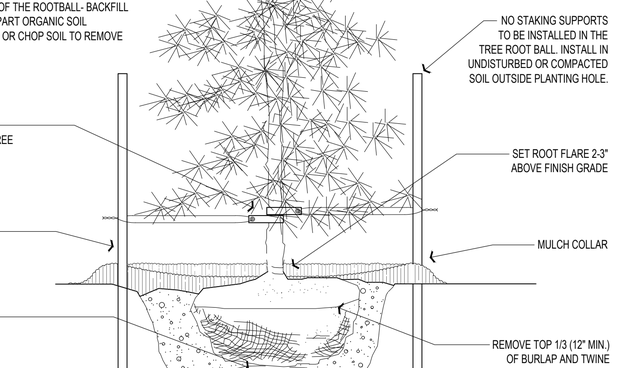
H DECIDUOUS TREE
SCALE: 1" = 1'-0"



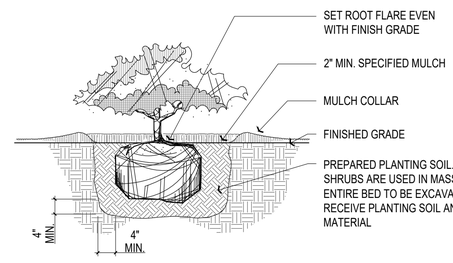
STAKING PLAN DETAIL

NOTES:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2- 3" ABOVE FINISH GRADE

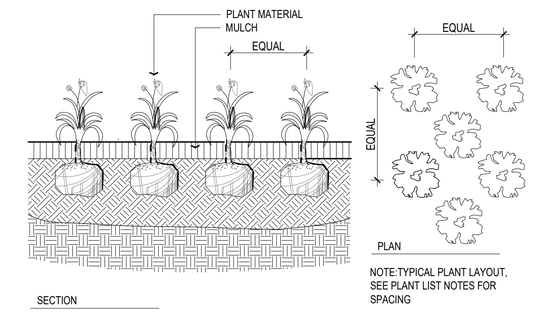
*DIG PLANTING HOLE TWICE THE DIAMETER OF THE ROOTBALL- BACKFILL WITH MIXTURE 4 PARTS NATIVE SOIL AND 1 PART ORGANIC SOIL CONDITIONER (LEAF COMPOST). PULVERIZE OR CHOP SOIL TO REMOVE CLODS AND CLUMPS



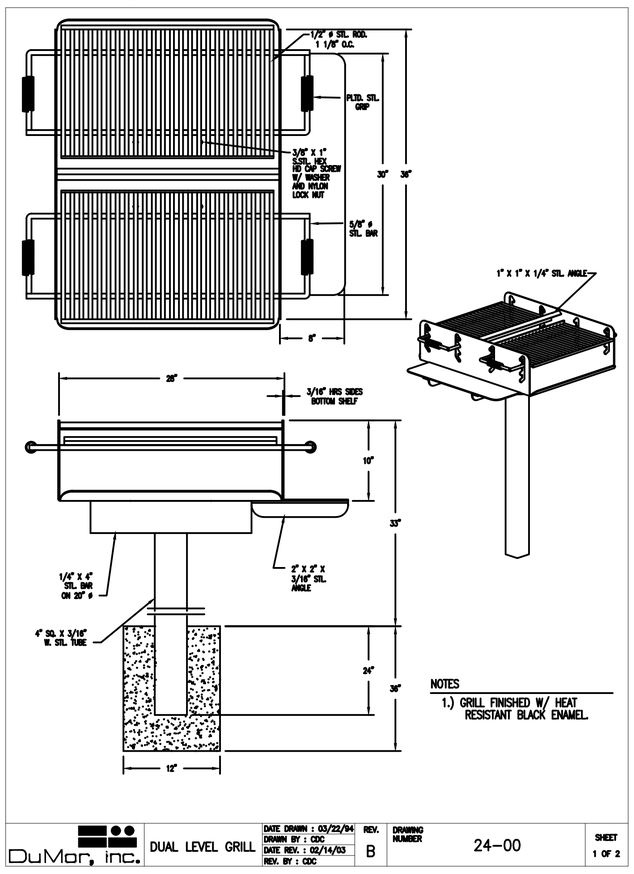
I EVERGREEN TREE
SCALE: 1" = 1'-0"



J SHRUB
SCALE: 1/2" = 1'-0"



K PERENNIALS & GROUNDCOVER
SCALE: 1" = 1'-0"



DuMor, inc.	DUAL LEVEL GRILL	DATE DRAWN : 03/22/04 DRAWN BY : CDC DATE REV. : 02/14/03 REV. BY : CDC	REV. B	DRAWING NUMBER 24–00	SHEET 1 OF 2

L GRILL 24 DETAIL
N.T.S.

WATKINS CENTRAL - SITE DETAILS

CITY OF MARYSVILLE, UNION COUNTY, OHIO

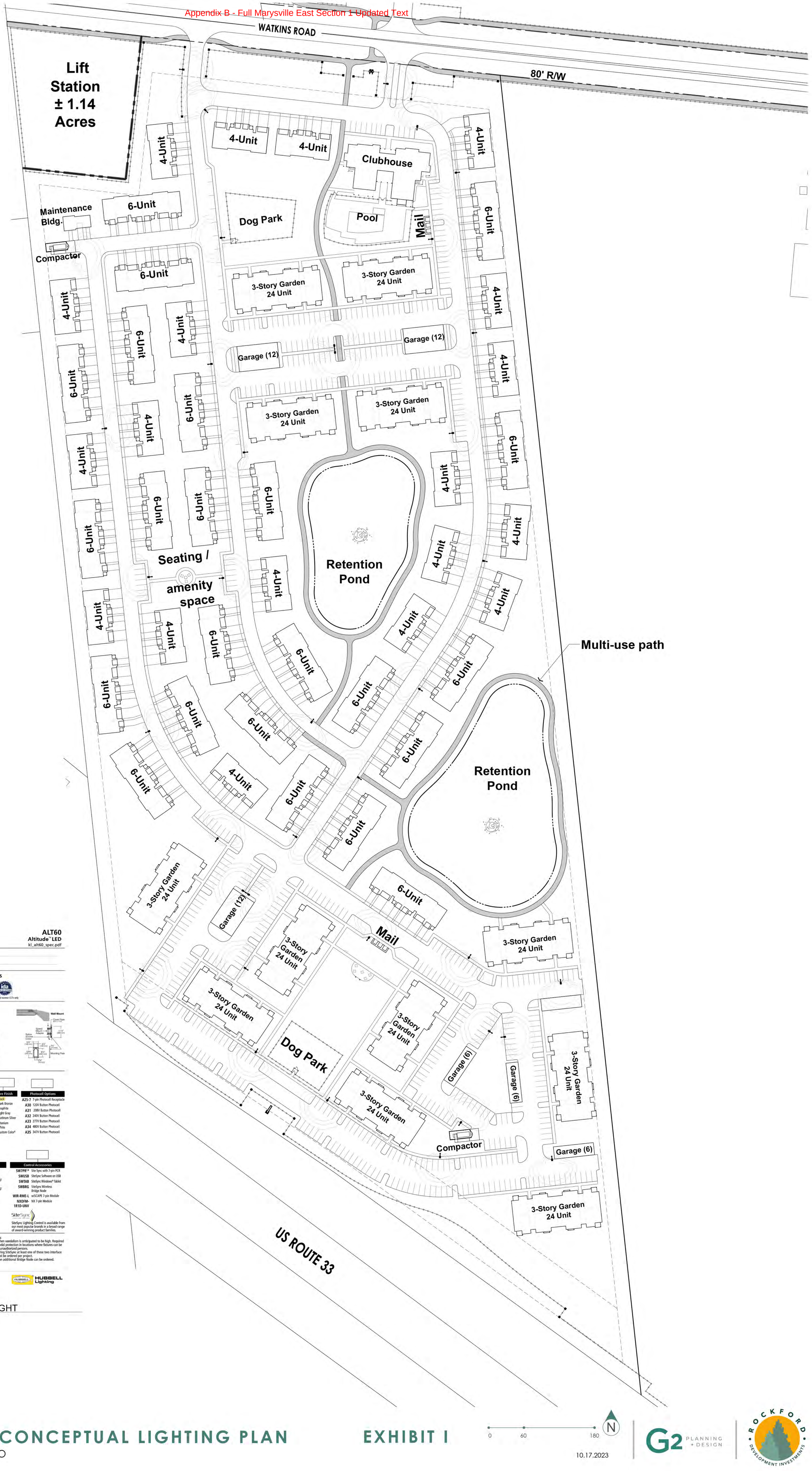
EXHIBIT E7

0 10 30 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



LIGHTING KEY

KEY	ITEM
	ALT60 ALTITUDE LED SINGLE FIXTURE
	ALT 60 ALTITUDE LED DOUBLE FIXTURE

KIM LIGHTING®

ALT60
Altitude™ LED
kl_alt60_spec.pdf

JOB _____ TYPE _____

NOTES _____ APPROVALS _____

FEATURES

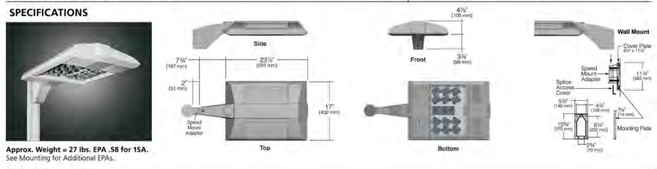
- PicoPrism® technology[1]
- Family of six sizes
- Available in 580nm, 3000K, 4000K and 5000K standard CCT
- Type 1, 2, 3, 4, 5 standard distributions
- 0-10V dimming drivers standard
- IP66 certified

CERTIFICATIONS

cULus LISTED

3000K and warmer CCTs only

SPECIFICATIONS



Approx. Weight = 27 lbs. EPA .58 for 15A.
See Mounting for Additional EPAs.

ORDERING CODE

Configuration		EPA
1A	Single Arm Mount	.95
1W	Wall Mount	n/a
HSF	Horizontal Slipfitter	n/a

*Available round poles only. EPA is for Reduce only

Fixture

Distribution	Drive Current
ALT1 Type I	P35 350mA PicoPrism
ALT2 Type II	P70 700mA PicoPrism
ALT3 Type III	
ALT4 Type IV	
ALT5 Type V	
ALTR Type R, Right	
ALTL Type L, Left	

Electrical Module

Source	Color Temperature[2]	Voltages
60L 60 LEDs, 70W for 350mA, 141W for 700mA	2K[3] 595nm	120 120V
	3K 3000K	208 208V
	4K 4000K	240 240V
	5K 5000K	277 277V
		347[4] 347V
		480[4] 480V

Fixture Finish

BL	Black
DB	Dark Bronze
GT	Graphite
LG	Light Gray
PS	Platinum Silver
TT	Titanium
WH	White
CC	Custom Color[8]

Photocell Options

A25-7	7-pin Photocell Receptacle
A30	120V Button Photocell
A31	208V Button Photocell
A32	240V Button Photocell
A33	277V Button Photocell
A34	480V Button Photocell
A35	347V Button Photocell

Fuse Options

SF	120, 277, 347 Line Volts
DF	208, 240, 480 Line Volts

Lens Option

FGL[5]	Flat Glass Lens
FPL[5, 6]	Flat Polycarbonate Lens[5, 6]

NFO Option

NFO* Neighbor Friendly Optic

*Photometry available for Type III/IV. All others, consult factory.

Control Options

Wireless

WIR-RMI-IO 120-480V, 1000' range, wiSCAPE RF control system with on/off/dim, alerts, monitoring and metering capabilities

Motion

SCH-R Round Pole Mounted Occupancy Sensor up to 30'

SCH-S Square Pole Mounted Occupancy Sensor up to 30'

Control Accessories

SW7PR[7,8]	Site Sync with 7-pin PCR
SWUSB	SiteSync Software on USB
SWTAB	SiteSync Windows® Tablet
SWBRG	SiteSync Wireless Bridge Node
WIR-RME-L	wiSCAPE 7-pin Module
NXOFM-1R1D-UNV	NX 7-pin Module

SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

Mounting Options

VSF	Vertical Slipfitter Mount for 2" pipe tenon, (2-3/8" O.D.)
SVSF	Vertical Slipfitter Mount square for 2" pipe tenon, (2-3/8" O.D.)

Side Arm Mount

3-4RD	3.3" to 4.2" O.D. round pole
4-6RD	4.5" to 6" O.D. round pole
SQ	Square Pole

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Kim Lighting reserves the right to change specifications without notice.

For Pole Spec Select: http://www.kimlighting.com/products/arms_and_poles/
For Control Spec Select: http://tnpssl.com/index.html

[1] US Patent No. D674,965 S. Other patents pending.
[2] For custom optics and color temperature configurations, contact factory.
[3] Turtle friendly. Maximum 500mA drive current for 2K amber option.
[4] 347V & 480V currents may be supplied with step-down transformer.
[5] 350mA only.
[6] Use only when vandalism is anticipated to be high. Required only for vandal protection in locations where fixtures can be reached by unauthorized persons.
[7] When ordering SiteSync at least one of these two interface options must be ordered per project.
[8] If needed, an additional Bridge Node can be ordered.

© 2022 Kim Lighting, a division of Hubbell Lighting, Inc. Specifications subject to change without notice.
701 Millennium Blvd • Greenville, SC 29607 / Tel 864.678.1000 / Website www.aal.net

HUBBELL Lighting

I KIM LIGHTING ALT 60 ALTITUDE LED LIGHT
N.T.S.

WATKINS CENTRAL - CONCEPTUAL LIGHTING PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

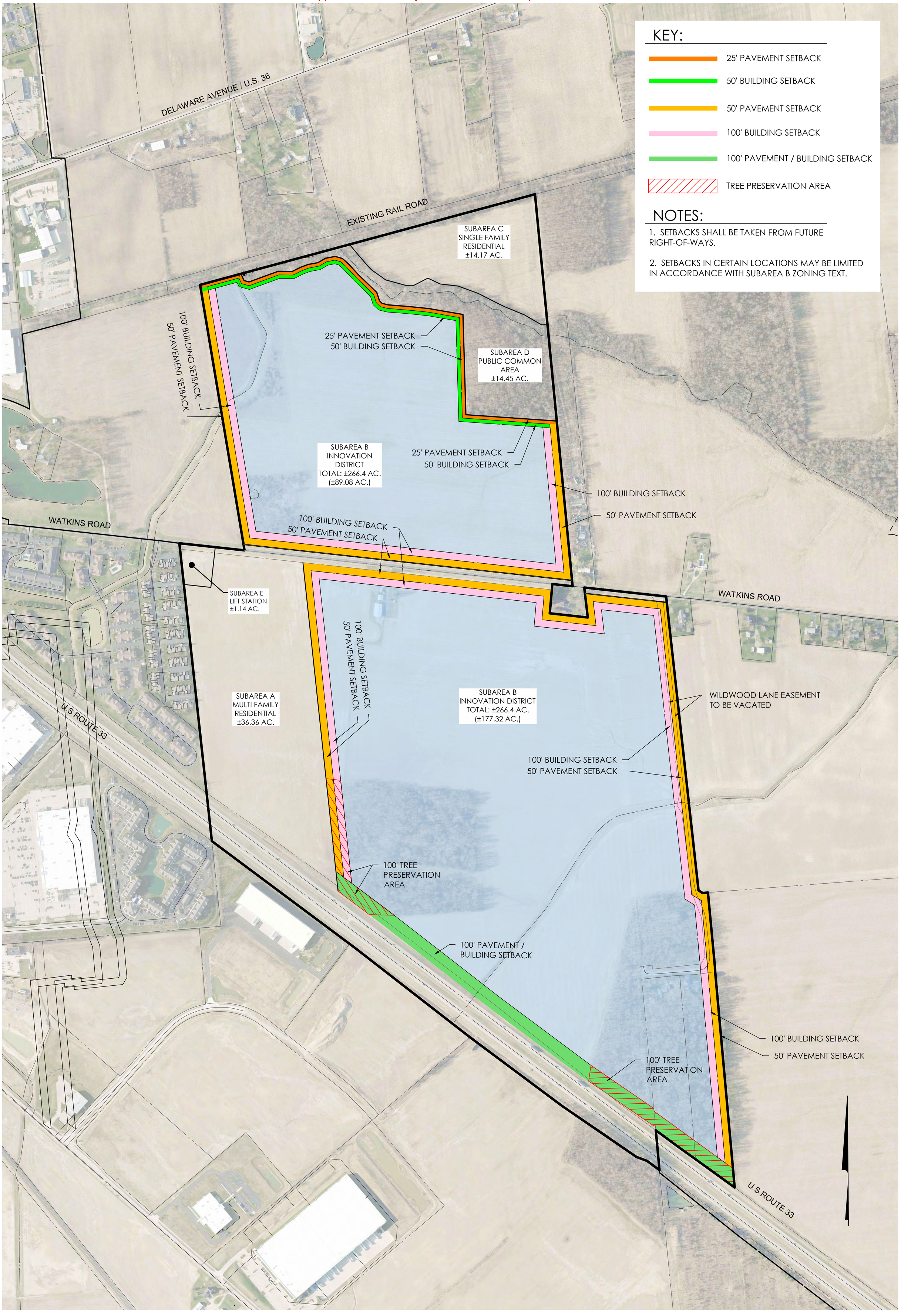
EXHIBIT I

0 60 180 N

10.17.2023

G2 PLANNING + DESIGN

ROCKFORD DEVELOPMENT INVESTMENTS



MARYSVILLE EAST ANNEXATION # 1
PUD AMENDED DEVELOPMENT PLAN

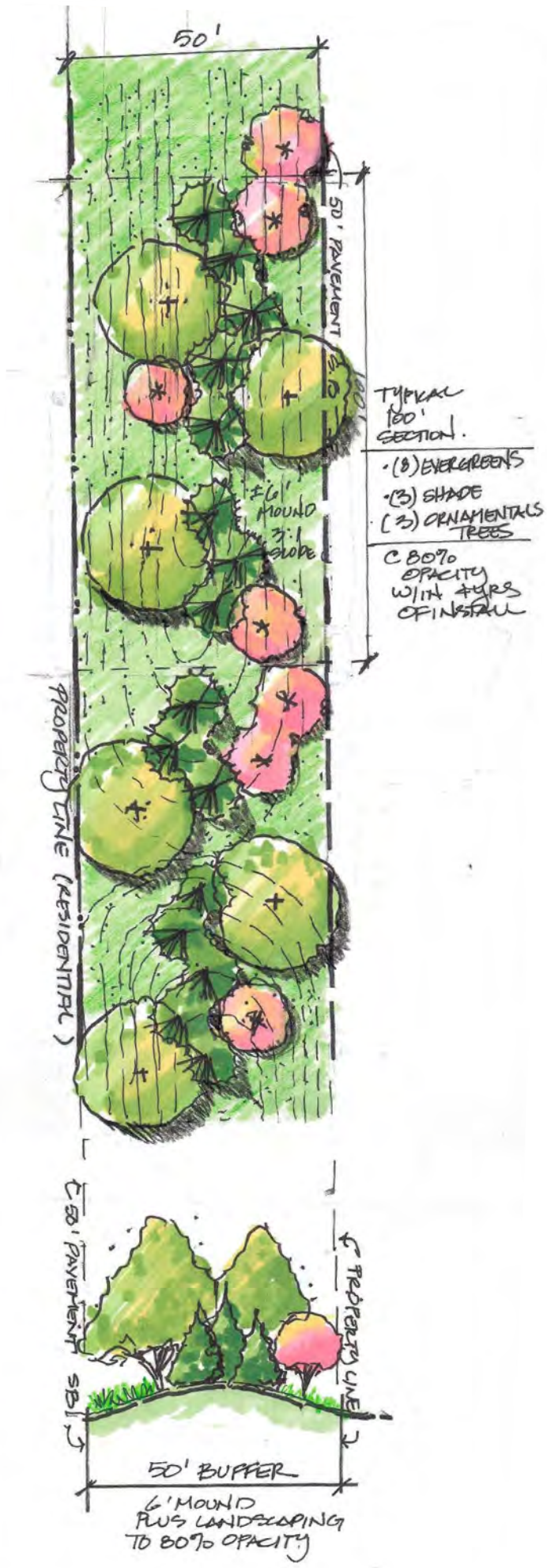
3 SITE PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

JUNE 11, 2024

GRAPHIC SCALE
0 150 300 600
1 inch = 300 feet

J:\20230023\Dwg\04Sheets\Marysville East\PUD Amended Development Plan – Annex 1 – Rev\3 Site Plan.dwg, Last Saved By: jgilliam, 6/10/2024 11:18 AM Last Printed By: Hucke, Matthew, 6/10/2024 6:08 PM (No Xrefs)



Buffer Plan & Section

MARYSVILLE EAST ANNEXATION #1

PUD DEVELOPMENT PLAN

SUBAREA B BUFFER PLAN

EMHT

CITY OF MARYSVILLE, UNION COUNTY, OHIO

1 15 30

1" = 30.0'

OCTOBER 17, 2023

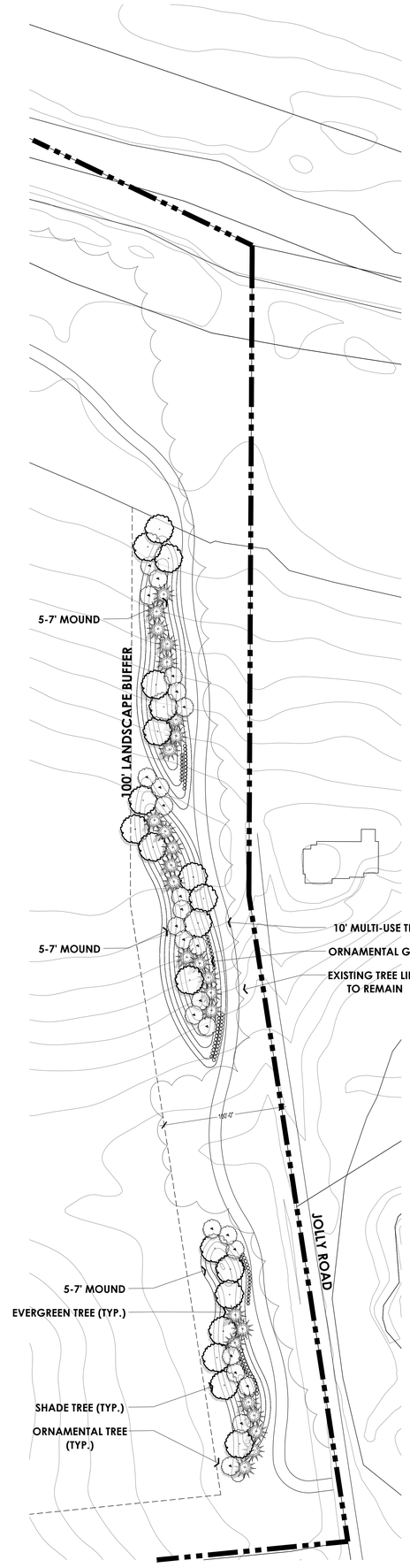
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C LANDSCAPE BUFFER ELEVATION GRAPHIC
N.T.S.



A BUFFER TYPOLOGY EXHIBIT
0 100 200 300



B LS BUFFER ENLARGEMENT
0 40 80 120

MARYSVILLE EAST - BUFFER PLAN

CITY OF MARYSVILLE, UNION COUNTY, OHIO

N

G2 PLANNING + DESIGN

..\..\..\RDH-Logo.jpg



Clubhouse - Front Elevation

3/32" = 1'-0"



Clubhouse - Rear Elevation

3/32" = 1'-0"

ROCKFORD HOMES

Marysville Apartments

Marysville, Ohio

2023-07-28

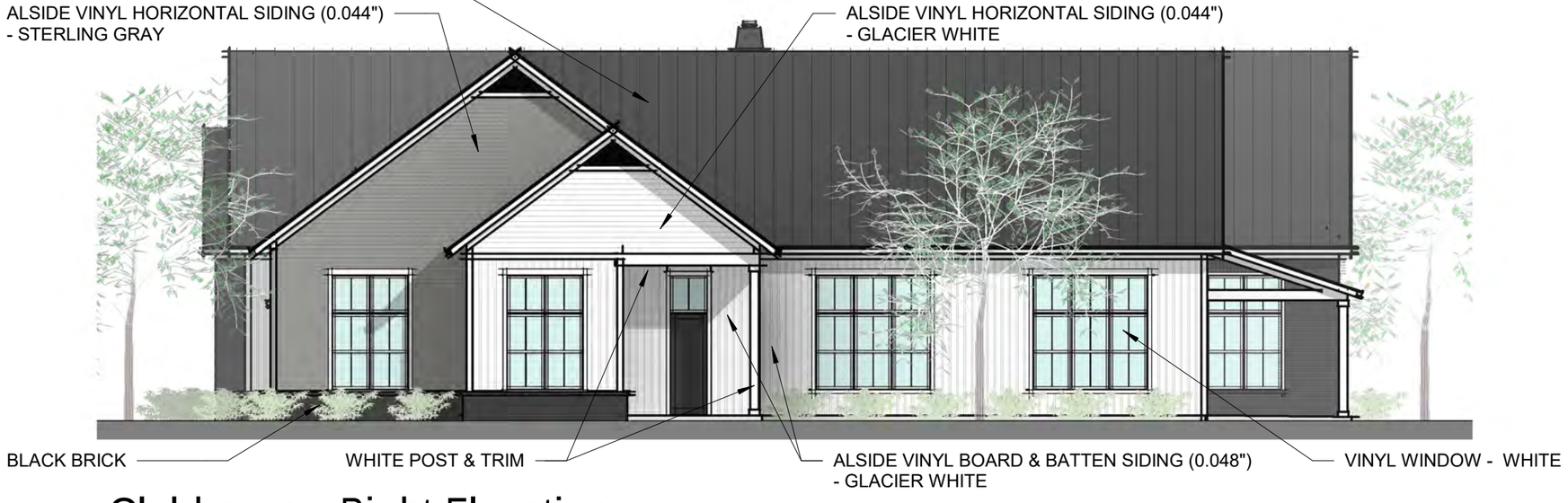
SULLIVAN BRUCK ARCHITECTS

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Clubhouse - Left Elevation

3/32" = 1'-0"



Clubhouse - Right Elevation

3/32" = 1'-0"

ROCKFORD HOMES

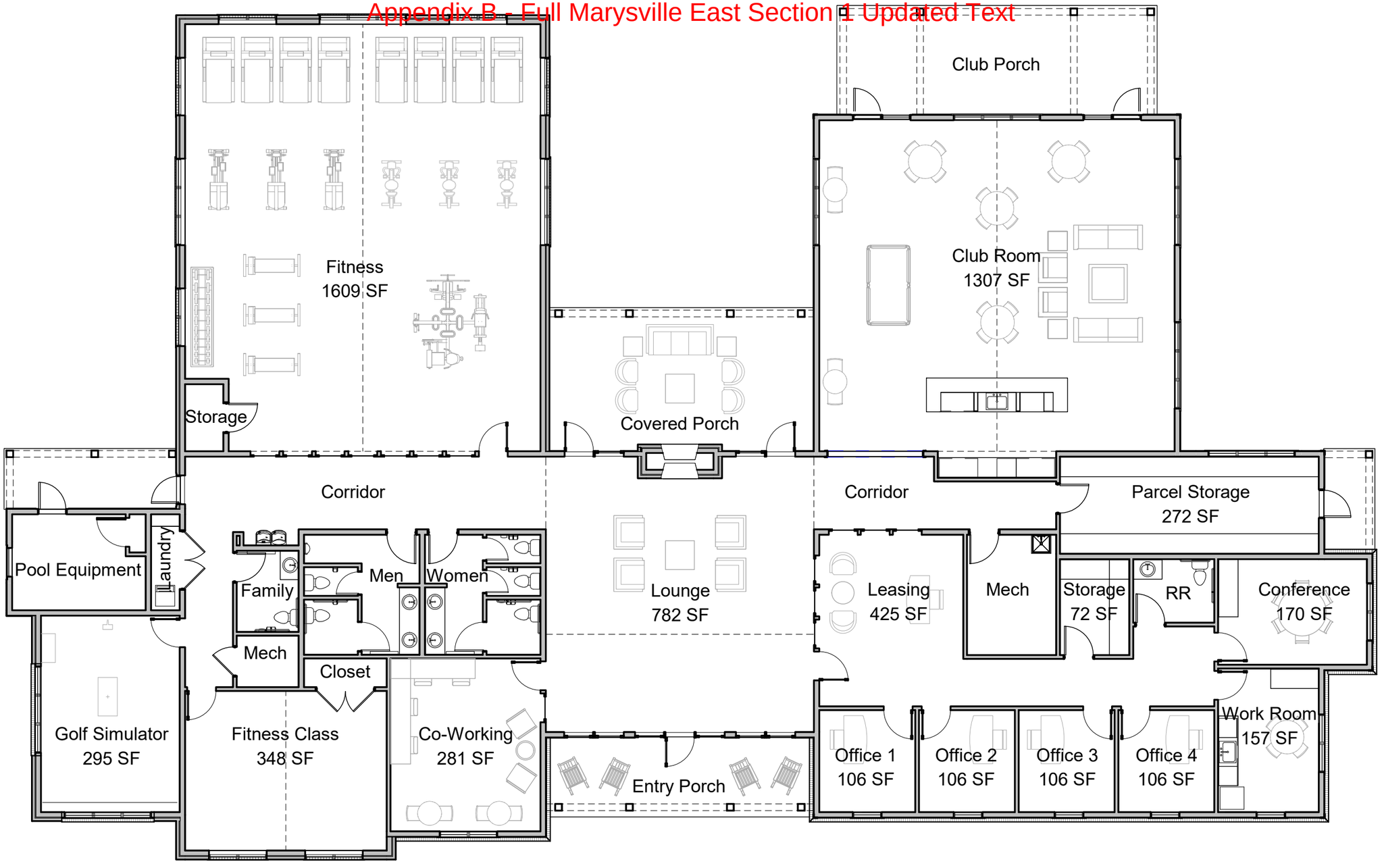
Marysville Apartments

Marysville, Ohio

2023-07-28

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Clubhouse Floor Plan

3/32" = 1'-0"

BUILDING INFO	
Gross Area:	8,044 sf
Building Height:	28'-4"

ROCKFORD HOMES

Marysville Apartments

Marysville, Ohio

2023-07-28

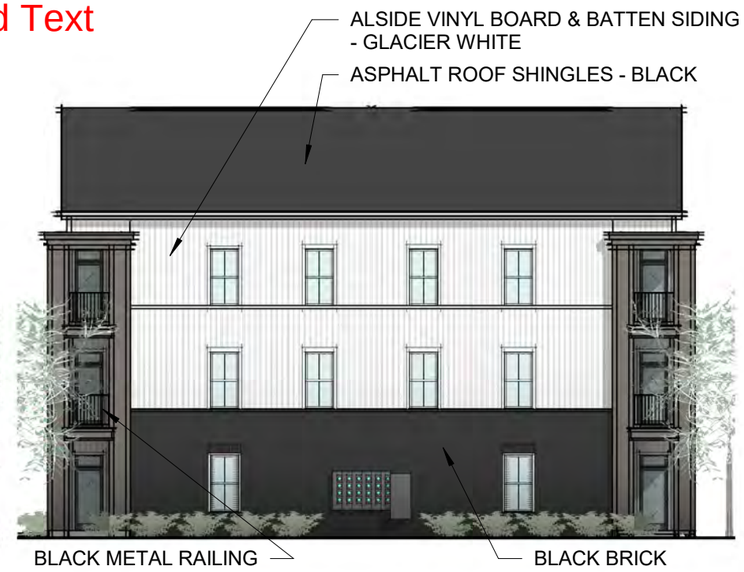
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Garden Bldg A Front Elevation

1/16" = 1'-0"



Garden Bldg A Right Side Elevation

1/16" = 1'-0"



Garden Bldg A Rear Elevation

1/16" = 1'-0"



Garden Bldg A Left Side Elevation

1/16" = 1'-0"

ROCKFORD HOMES

Marysville Apartments

Marysville, Ohio

2023-07-28

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Bldg D - 4 Unit TH Front Elevation

1/16" = 1'-0"

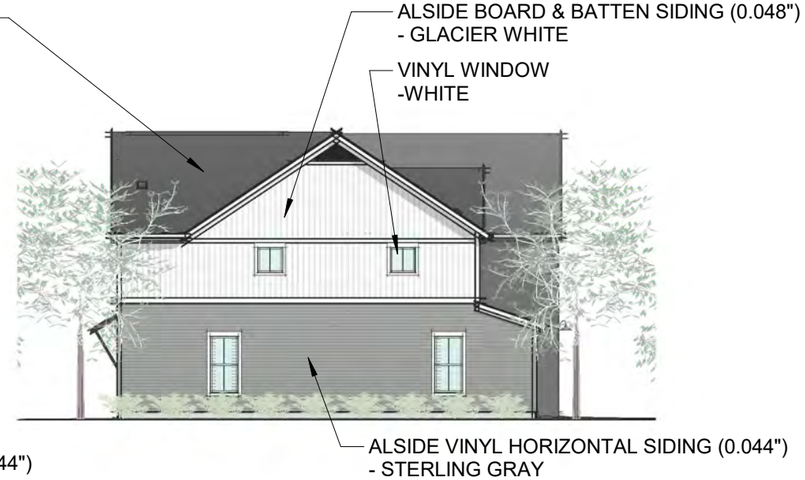
BUILDING D - 4 UNIT TOWNHOME INFO

Building Height:	29'-6"
Living Area:	5,920 sf
Garage Area:	1,376 sf
Number of Units:	4
Number of Bedrooms:	10



Bldg D - 4 Unit TH Rear Elevation

1/16" = 1'-0"



Bldg D - 4 Unit TH Typ. Side Elevation

1/16" = 1'-0"

ROCKFORD HOMES

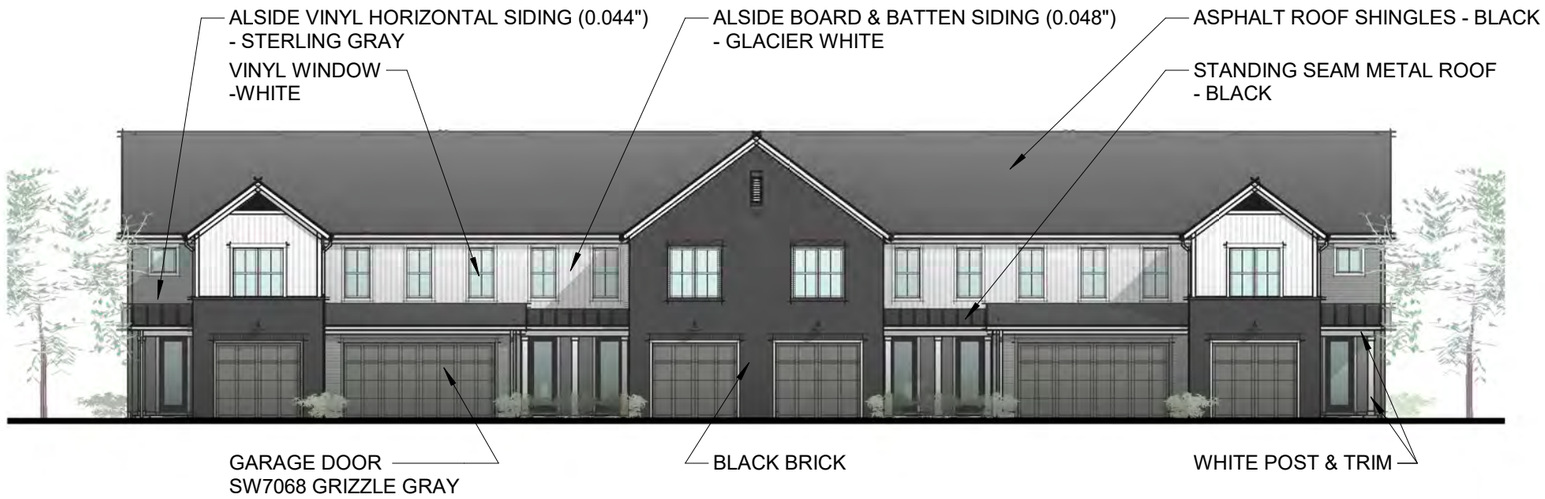
Marysville Apartments

Marysville, Ohio

2023-07-28

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BUILDING C - 6 UNIT TOWNHOME INFO

Building Height:	29'-6"
Living Area:	8,456 sf
Garage Area:	1,902 sf
Number of Units:	6
Number of Bedrooms:	14

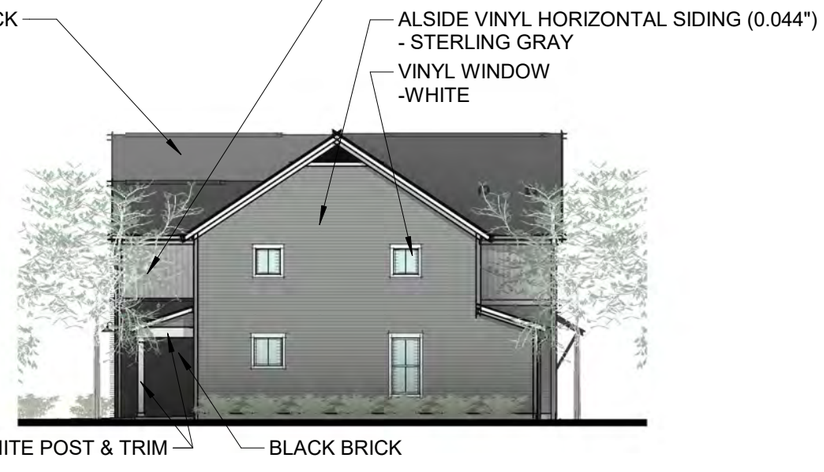
Building C - 6 Unit TH Front Elevation

1/16" = 1'-0"



Building C - 6 Unit TH Rear Elevation

1/16" = 1'-0"



Building C - 6 Unit TH Typ. Side Elevation

1/16" = 1'-0"

ROCKFORD HOMES

Marysville Apartments

Marysville, Ohio

2023-07-28

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Appendix B - Full Marysville East Section 1 Updated Text

Exhibit - Subarea B Building Typology Examples

Major Office Buildings





Warehousing and Distribution Facilities





Appendix B - Full Marysville East Section 1 Updated Text

Manufacturing, Production, and Industrial Buildings







Terry Emery

ORDINANCE _____

TO AUTHORIZE THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED $1,435,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF (I) DESIGNING, ENGINEERING, AND CONSTRUCTING VARIOUS STREET IMPROVEMENT PROJECTS, WITH SITE AND CURB IMPROVEMENTS RELATING THERETO, (II) CONSTRUCTING VARIOUS IMPROVEMENTS TO PARKS AND RECREATION FACILITIES, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO, (III) CONSTRUCTING AND IMPROVING VARIOUS STREET RESURFACING AND PAVING PROJECTS THROUGHOUT THE CITY, (IV) ACQUIRING VARIOUS FIRE, POLICE AND EMS EQUIPMENT, WITH RELATED IMPROVEMENTS AND APPURTENANCES, (V) ACQUIRING, DEVELOPING, DESIGNING, IMPROVING AND INSTALLING INFORMATION SYSTEMS AND RELATED INFORMATION TECHNOLOGY, AND (VI) PAYING COSTS ASSOCIATED WITH DESIGNING, CONSTRUCTING, FURNISHING, AND EQUIPPING A NEW FIRE STATION, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; AND RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, the City Council (the "Council") of the City of Marysville, Ohio (the "City") has issued notes dated August 13, 2024 in the aggregate principal amount of $1,435,000, which will mature August 12, 2025 (the "Outstanding Notes"), in anticipation of the issuance of bonds described herein; and

WHEREAS, it appears advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of bonds, and to retire all, or a portion, of the Outstanding Notes; and

WHEREAS, the Director of Finance of the City (the "Director of Finance") has certified to this Council that the estimated life of the improvements described in the title of this Ordinance (the "Project") which are to be financed with the proceeds of bonds and notes herein described exceeds five years, the maximum maturity of bonds being 11 years and notes being 7 years; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed $1,435,000, for the purpose of paying the cost of the Project.

SECTION II. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest

rate presently estimated to be 6.00% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 11 annual installments.

SECTION III. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes (the "Notes") in anticipation of the issuance of the Bonds.

SECTION IV. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. The Notes shall be in the amount of not to exceed $1,435,000, or such lesser amount as shall be determined by the Director of Finance and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall mature on such date as shall be determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for herein, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes, in book-entry form, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date, until the principal sum is paid or provision has been duly made therefor, and shall be numbered as determined by the Director of Finance and set forth in the Certificate of Fiscal Officer provided for herein. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer"), setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to Council after closing.

SECTION V. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

SECTION VI. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.
The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same

time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

SECTION VII. Income Tax Pledge. The City hereby covenants, pursuant to Ohio Revised Code Section 133.05(B)(7) to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and the Bonds in each year until full payment is made.

SECTION VIII. Sale of Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be sold to such purchaser or purchasers (collectively, the "Original Purchaser") as the Director of Finance shall designate in the Certificate of Fiscal Officer. The Director of Finance is authorized and directed to execute on behalf of the City a note purchase agreement, term sheet or similar document with the Original Purchaser setting forth the conditions under which the Notes are to be sold and delivered, which document shall be in such form and shall contain such terms, covenants and conditions not inconsistent with the terms of this Ordinance.

The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes shall be transferred to the City's bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

SECTION IX. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile, and shall be designated "City of Marysville, Ohio Various Purpose Notes, Series 2025B," or as otherwise

determined by the Director of Finance. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.
The Notes shall be payable as to principal and interest at the office of the Note Registrar (as defined hereinbelow) in lawful money of the United States of America without deduction for the services of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly issued and delivered under this Ordinance and are entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

SECTION X. Appointment of Note Registrar. The Director of Finance is hereby authorized and directed to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the "Note Registrar") for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this Section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Note, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for

Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

SECTION XI. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book-entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Notes, and to effect transfers of securities, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Council. Debt service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar shall furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Director of Finance and City Manager, Clerk of Council or any other officer of this Council, including the Mayor, as Council President, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Note Registrar and a Depository to be delivered in connection with the issuance of the Notes to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar,

after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

SECTION XII. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Director of Finance, or any other officer of the City, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance is hereby authorized and

directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

SECTION XIII. Appointment of Municipal Advisor. The appointment of Bradley Payne Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

SECTION XIV. Appointment of Bond Counsel. The appointment of the law firm of Bricker Graydon LLP to serve as Bond Counsel with respect to the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Director of Finance, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

SECTION XV. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the City Manager and Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth in Section 9 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Director of Finance, or other appropriate officers of the City, are hereby authorized and directed to take such action and to execute and deliver, on behalf of this Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

SECTION XVI. Satisfaction of Conditions for Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit

and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

SECTION XVII. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Ohio Revised Code Section 121.22.

SECTION XVIII. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Auditor of Union County, Ohio.

SECTION XIX. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Passed: _____

_____
PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

_____
LAW DIRECTOR

ATTEST:

_____
CLERK OF COUNCIL