

Bhuwan Pyakurel, President
Julie Towns, Ward 1
Louis Salvati, Ward 2
Teneah Chambers, Ward 3
Erin Hill, Ward 4
Angela Abram, At-Large
Mildred Johnson, At-Large
Stacie A. Baker, At-Large

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, July 13, 2026

6:30 PM

Council Chambers

1. CALL TO ORDER

2. INVOCATION - Pastor Matthew Stephens of Vineyard Christian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

- a. Regular Meeting Minutes of June 22, 2026

7. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting.

Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

a. Mayor's Comments

- 1. Presentation Regarding Flock Cameras

- b. Presentation by Tonya Kelly Regarding the Ostomy Warriors

8. PROCLAMATIONS

- a. A Proclamation Recognizing Reynoldsburg Special Olympic Participants in the Ohio Special Olympic Summer Games
- b. A Proclamation Recognizing Michael Neff-Young for Winning a Gold Medal for Bowling Representing Team Ohio in the 2026 Special Olympics USA Games

9. COMMUNICATIONS

- a. May Treasury Board Meeting Minutes
- b. June Treasury Board Meeting Minutes

10. MOTIONS

- a. A Motion to Reconsider Ordinance No. 34-2026 Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

11. REPORTS

a. **Development, Parks & Recreation Committee**

- 1. An Ordinance Authorizing the Mayor to Accept Funds from a Private Funding Organization from a Grant for a JFK Park Amenity, and Declaring an Emergency
- 2. A Resolution Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils

b. **Public Safety, Law & Courts Committee**

- 1. An Ordinance to Establish Section 705 **Permitting** Short-Term Rentals as a Chapter of the Codified Ordinances for the City of Reynoldsburg

c. **Public Service & Transportation Committee**

- 1. An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency
- 2. An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the 2026 Street Maintenance and Improvement Project (Contract B), Appropriating Funds Therefor, and Declaring an Emergency
- 3. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services Pertaining to the 2026 Street Maintenance and Improvement Project (Contract A and B), Appropriating Funds Therefor, and Declaring an Emergency
- 4. A Resolution Authorizing the Mayor to Purchase a Ford F600 4 x 4 Pick-Up Truck and Related Equipment for the Street Department and Waive Competitive Bidding
- 5. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Storm Water Department

d. **Finance & Administration Committee**

- 1. An Ordinance to Amend Ordinance No. 65-2025 for Adjustments to the Annual Budget for the City of Reynoldsburg, State of Ohio, for the Fiscal Year Ending December 31, 2026 to Add the Eastwood TIF Fund, and Declaring an Emergency

12. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils
- b. A Resolution Authorizing the Mayor to Purchase a Ford F600 4 x 4 Pick-Up Truck and Related Equipment for the Street Department and Waive Competitive Bidding
- c. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Storm Water Department

13. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Accept Funds from a Private Funding Organization from a Grant for a JFK Park Amenity, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency
- c. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to the East Main Street and Brice Road Intersection Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency
- d. An Ordinance to Amend Ordinance No. 65-2025 for Adjustments to the Annual Budget for the City of Reynoldsburg, State of Ohio, for the Fiscal Year Ending December 31, 2026 to Add the Eastwood TIF Fund, and Declaring an Emergency

14. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the 2026 Street Maintenance and Improvement Project (Contract B), Appropriating Funds Therefor, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services Pertaining to the 2026 Street Maintenance and Improvement Project (Contract A and B), Appropriating Funds Therefor, and Declaring an Emergency

15. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing an Agreement with Summit Road Industrial LLC or an Affiliate, Providing for a Project and a Property Tax Exemption Pursuant to the City's Community Reinvestment Area Program, and Declaring an Emergency
- b. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Juneteenth Event
- c. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Pride Event
- d. An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Diwali-Tihar Celebration Event

16. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance to Establish Section 705 **Permitting** Short-Term Rentals as a Chapter of the Codified Ordinances for the City of Reynoldsburg
- b. An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg

17. OTHER COUNCIL MATTERS

18. UPCOMING MEETINGS

- a. July 16, 2026 Planning & Zoning Board
July 27, 2026 Council
Council is in recess the month of August
August 6, 2026 Planning & Zoning Board
August 13 - 15, 2026 Tomato Festival
August 20, 2026 Planning & Zoning Board

19. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 22, 2026**

CALL TO ORDER

Council President Bhuwan Pyakurel called the meeting to order at 6:30 PM.

INVOCATION - Given by Rupen Trivedi

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Abram, Baker, Johnson, Pyakurel, Towns, Salvati, Chambers, Hil

APPROVAL OF AGENDA

The agenda is being amended to move the Development, Parks and Recreation Committee to follow the Finance and Administration Committee.

As there were no further changes, the agenda was approved as amended.

APPROVAL OF MINUTES

Regular Meeting Minutes for June 8, 2026

The regular meeting minutes of June 8, 2026, were approved as submitted.

COMMUNITY COMMENTS

Chris French

886 Hunt Valley Drive

Mr. French, a computer security professional and father of two, explained he was speaking solely as a volunteer for the "Undisruptible 27" project—an initiative under the Institute for Security and Technology composed of policymakers, tech experts, and industry leaders. Mr. French clarified that his remarks reflected his personal advocacy and not the views of his employer. He presented two critical timelines for Council to consider: the fact that modern hospitals can generally only operate for two hours without a stable water supply and the urgent question of whether a municipality was structurally prepared to handle a severe, fourteen-day water outage. Mr. French detailed a sophisticated, multi-year cyber campaign targeting domestic critical infrastructure by hostile nation-state actors, pointing specifically to state-sponsored Chinese hacking cells. Citing intelligence briefings from federal leadership—including a 2023 warning from former CIA Director William Burns regarding a potential military conflict over Taiwan by 2027, and subsequent 2024 directives from FBI Director Christopher Wray and the Cybersecurity and Infrastructure Security Agency

(CISA). He explained that foreign threat actors were actively pre-positioning themselves within American utility networks. The strategic objective of these digital incursions, Mr. French warned, was to launch coordinated cyberattacks against civilian water, power, and telecommunications infrastructure during a future geopolitical conflict. By dismantling baseline utilities, these actors aim to induce widespread public panic, prevent regions from sending mutual aid to one another, and break a nation's collective will to resist. He noted that numerous cyber incidents had already targeted American municipalities, including the neighboring City of Columbus. He provided a real-world example from Waterbury, Connecticut, where an accidental water main outage paralyzed two major hospitals and impacted 100,000 residents for five days. He warned that an intentional, synchronized attack across multiple cities would quickly overwhelm FEMA's response capabilities. While acknowledging that these severe scenarios represent exceptional claims, he argued that the fluid nature of global threat intelligence demands proactive local action. Mr. French formally urged City Council to explicitly integrate a prolonged, fourteen-day water outage scenario into Reynoldsburg's active emergency response planning to determine which critical medical facilities would be prioritized and preserved. He directed Council to undisruptible27.org for collaborative security resources.

Roger Gauthier

334 Pathfinder Drive

Mr. Gauthier expressed his concern and dissatisfaction at Reynoldsburg's continued participation in the rapidly expanding flock program. Flock is a private company that primarily sells license plate tracking cameras. These cameras utilize AI power technology and were upheld by the current wave of data centers in Ohio. These cameras, alongside drones and residential scanners in areas as close as Michigan, compile a nationally accessible database by cops, federal agents, and staff as well as any agencies opting into the tech using a false notion of safety and crime prevention. Mr. Gauthier argued that even if the presumed benefits of Flock were true, the trade-off with security, privacy, and the breach of constitutional rights were simply not worth it. In reality, there was zero data to prove their efficacy. He stated that he had observed many complaints of stopping late night drag racing around Reynoldsburg. Mr. Gauthier reiterated that there was already abundant misuse of Flock technology. There were far too many cases of police officers stalking women, wrongful arrest involving racial profiling of blacks, surveilling political protesters, and supplying immigrant families' movements to ICE, who then kidnap, deport, and even killing American citizens that were hardworking immigrants. Mr. Gauthier commented that there was a direct correlation between economic hardship, job security, poor education, and mental illness to crime. He requested that Council and the City remove the cameras, not replace them with another brand, and give the citizens back their privacy.

Quentin Lordier
10406 Tollgate Road

Mr. Lordier, an electrician who actively services communities across downtown and the Reynoldsburg Main Street corridor alongside his father and brother-in-law, spoke about the ongoing utilization of Flock Safety surveillance cameras. He expressed skepticism regarding the system's operational locations and municipal funding. He noted that during his frequent travels through the City, he routinely spots these automated cameras positioned along remote dirt roads and camping areas. He questioned why substantial public funds were being used for tracking low-traffic rural routes that primarily capture law-abiding individuals. He stated that this expansive technology failed to make him or the local citizens feel any safer. This Flock technology impacted working-class neighborhoods through the systemic surveillance of everyday citizens. He argued that vulnerable, hardworking families, who were simply trying to raise children and survive modern economic hardships, were being watched by automated systems for no justifiable reason. Mr. Lordier stated that the placement of the Flock technology felt less like an objective public safety initiative and more like the deliberate targeting of working-class communities. He added that his appearance before Council was a personal turning point in his civic responsibility by coming to speak before Council. He urged Council to listen to the anxieties of the tradespeople and working families who sustain the City's infrastructure.

Cameron Driskell
7375 Donald Avenue

Mr. Driskell shared with Council a deeply personal perspective on the reality of living under constant surveillance. He compared the current atmosphere to themes found in 1984. He stated that the Flock safety automated cameras were now positioned directly down the street from his home. While these systems were heavily marketed under the promise of building a safer, tighter-knit neighborhood, resident testimony indicated that the physical presence of the cameras exacted the opposite effect. Rather than feeling protected or at ease, citizens expressed a persistent, unsettling sense that their Fourth Amendment rights against unreasonable tracking were being steadily eroded every single day. Mr. Driskell described the growing mental toll of spotting these cameras pointed at traffic everywhere. The widespread saturation of license plate readers did not foster genuine public safety; instead, it injected an undercurrent of paranoia into the everyday lives of law-abiding community members. Mr. Driskell concluded that this systemic tracking failed to noticeably alter or improve local conditions, while reiterating deep concerns that the data could ultimately be used by federal agencies like ICE to target immigrant families. He urged Council to recognize that a neighborhood constantly under watch was a neighborhood operating in fear, not safety.

Libby Wallace

344 Pathfinder Drive

Ms. Wallace spoke about the series of logistical and safety issues regarding the newly implemented policies for the upcoming Fourth of July fireworks celebration at Civic Park. Ms. Wallace clarified that she did not object to the City's new mandatory wristband entry policy. However, she argued that the roll-out felt like a last-minute directive that failed to fully account for operational logistics. Specifically, she noted that the current daytime pick-up schedule for the wristbands effectively excluded working residents. Ms. Wallace recommended that the administration expand distribution to include dedicated evening and weekend hours. She urged the City to expand its communication strategy to include the marquee sign out front of City Hall by partnering with local schools to utilize their digital signage along major thoroughfares like Livingston Avenue. Ms. Wallace, whose property in the Indian Creek subdivision directly borders Civic Park, raised critical questions regarding the physical implementation of perimeter barrier fencing. She stated that neighbors were informed that temporary barriers would be erected against their residential rear fences to secure the park's boundary line. She questioned whether the City would maintain a designated pedestrian easement, explaining that multiple family and neighborhood members suffer from physical disabilities and would struggle to access their traditional fireworks viewing locations, if the layout completely blocks access behind their properties. Ms. Wallace added that the annual gridlock and traffic hazards that plagued the Indian Creek neighborhood during the fireworks with motorists routinely turning off Lancaster Avenue onto Tomahawk Drive, flooding the residential streets without realizing that Pathfinder Drive was strictly closed off at Dougherty Drive. To prevent this annual influx, she requested the City install clear directional signage on both the northbound and southbound lanes of Lancaster Avenue at the Tomahawk intersection, explicitly stating that there was no public access to Civic Park; the route is restricted to neighborhood residents only. Ms. Wallace expressed concerns about the safety of children walking through the streets and urged the Reynoldsburg Police Department to significantly increase patrols to ensure emergency access, prevent motorists from illegally blocking residential driveways, and maintain basic neighborhood safety.

Veronica Rankin

6566 Retton Road

Ms. Rankin commented that since the program's inception in 2021, the City's network—which currently features approximately twenty-two active cameras tracking a municipal footprint of roughly 43,000 residents, which was used to execute approximately 94,000 individual database searches. She expressed concern regarding the deficit of public transparency, pointing out that citizens were currently forced to file formal public records requests and wait multiple weeks to obtain baseline information regarding system operations. Ms. Rankin argued that if the administration could

instantly calculate total search volumes, it should be equally capable of readily providing immediate answers to critical oversight questions: specifically, the exact number of personnel authorized to access the network, the frequency of internal data audits, and the precise investigative parameters dictating who was being searched and for what explicit purposes. She challenged the official narrative that automated license plate readers (ALPRs) did not constitute a vehicular tracking mechanism, pointing out that cameras were now deliberately saturated across every primary municipal entrance and exit, with several high-traffic intersections featuring multiple tracking units mounted on opposing corners to log every directional movement. Ms. Rankin rejected the administrative claim that automated data collection was legally equivalent to being casually seen by a passerby on a public road, emphasizing that a physical passerby could not capture, upload, store, and retroactively index a citizen's travel history inside a permanent, searchable government database. She claimed the conventional defense that surveillance should only concern those with something to hide, asserting that a free, law-abiding citizen possesses a fundamental right to privacy and freedom of movement without being subjected to continuous, taxpayer-funded monitoring simply because technology makes it cheaper and easier. Ms. Rankin stated that genuine public safety did not require treating an entire municipal populace like potential criminal suspects. She urged City Council to listen to its constituents and begin the systematic removal of Reynoldsburg's Flock camera network and not substitute Flock with a competitor's automated vehicle tracking system. She demanded the City restore personal privacy rather than the acquisition of an alternative mass surveillance vendor.

Pranay Patel

5919 East Broad Street

Mr. Patel, representing the BAPS Shri Swaminarayan Mandir, thanked City Council for the session to be opened with a reflective invocation as the nation approaches its semi-quincentennial (250th) anniversary. He highlighted how the historical narrative of the United States has consistently been enhanced by communities of faith and enduring hope, providing individuals from vastly diverse cultural backgrounds the freedom to worship openly and contribute meaningfully to the common good. Speaking on behalf of the Mandir, a Hindu house of worship and volunteer-driven spiritual community nestled at 5419 East Broad Street, Mr. Patel explained that Hindu Americans view their faith and patriotism as profoundly interconnected through core principles of peace, compassion, love for neighbors, and deep civic responsibility. In keeping with this communal spirit, he formally extended an open invitation to family members, local neighbors, faith communities, and municipal leaders to attend the Mandir's upcoming "America 250 Open House" on Sunday, June 28th, from 1:00 p.m. to 4:00 p.m. He thanked Council President Pyakurel, Council President Pro Tempore Baker, Mayor Begeny, and all sitting representatives of Reynoldsburg City Council that they be granted wisdom in their executive decisions, patience in their policy deliberations, and sincere compassion for every constituent served, and asking that

the evening's proceedings be defined by respectful dialogue, thoughtful legislative action, and a unified dedication to the public interest.

Council President Pyakurel addressed the gallery, thanking every constituent who stepped forward to voice their personal perspective. He offered direct reassurance regarding the preceding testimonies on Flock Safety surveillance and park event logistics, stating firmly that the City is actively processing and auditing the data brought forward by residents. President Pyakurel emphasized that Council's silence during public comments does not equate to administrative apathy, clarifying that leadership is listening intently and working directly behind the scenes to synthesize the community's feedback into operational adjustments.

Councilmember Baker echoed President Pyakurel's gratitude, celebrating the packed chamber as a direct manifestation of healthy democratic governance. He observed that the freedom of citizens to approach the podium and candidly critique municipal initiatives without fear of ridicule or condescension was exactly what local democracy was designed to look like. While acknowledging that final legislative compromises or logistical answers may not always align perfectly with what every individual speaker hoped to hear, stressing the ongoing pursuit of solutions demonstrated Council's concern for residents' concerns.

Councilmember Chambers added her thanks to the participants for their emotional and analytical vulnerability, reiterating that public feedback was a vital element of the legislative process and inviting all Reynoldsburg residents to continue attending future public sessions to ensure their voices remain represented.

Mayoral Comments

Mayor Begeny announced a series of new security policies for the upcoming Independence Day fireworks celebration, scheduled for **Friday, July 3rd, at Civic Park**. These measures were a direct response to the rise of coordinated, large-scale event disruptions frequently referred to as "teen takeovers," which have necessitated a more structured approach to municipal gatherings. The objective is to prioritize Reynoldsburg residents, ensuring a safe environment for all attendees. The following protocols will be in effect for the July 3rd fireworks:

- 1) Any individual driving to Civic Park must display a **parking pass** prior to entry.
- 2) Attendance is now wristband-mandatory. Wristbands will be issued to residents 18 years of age and older. Minors must be accompanied at all times by an adult aged 21 or older. Residents walking to Civic Park must also be issued a wristband under the same age and residency criteria.

The Mayor explained that to avoid logistical bottlenecks at the park entrance, the City encourages residents to secure passes early at **City Hall**, available Monday through Friday 8 a.m. to 5 p.m. and Tuesday through Thursday (this week) and Monday through Thursday (next week) from **5:00 p.m. to 8:00 p.m.** The City remains focused

on maintaining a safe, family-friendly environment for the upcoming July 4th parade and fireworks display. Residents are encouraged to monitor City social media channels, local television, and municipal signage for any further logistical updates.

Mayor Begeny extended his gratitude to City staff and Councilmembers for the successful execution of both the recent Pride and Juneteenth celebrations. He would be hosting a "Walk and Talk" event this Thursday at 6:30 p.m., meeting at the intersection of Matterhorn and Tanya Terrace. The next mayoral town hall is scheduled for July 22nd at 6:30 p.m. at City Hall.

Auditor's Update

Auditor Strickland stated that she had attended Council to present the 2024 audit findings in a more in-depth presentation. She explained that the City Auditor is responsible for filing for the previous year by May of the next year and there were two findings that were discovered by the Auditor of State for 2024. Auditor Strickland stated that she plans to discuss bank reconciliation, financial reporting, and the risk and impact and corrective actions her team has put into place. They are not only committed to Council, but to the residents of Reynoldsburg as well. She stated that she was not able to begin working in her elected position until January of this year and when she assumed that role her office only had two staff members. They have been working to rebuild this team and have requested an extension on the 2025 audit that has now been filed.

Auditor Strickland stated that her goal is to ensure that money is safeguarded, and her office is transparent and accountable. She introduced her administrative assistant specialist, Angelia Cleveland. Ms. Cleveland stated that she receives all funding coming into the office, assists with retention files, and any correspondence or scheduling.

Auditor Strickland also introduced the Deputy Auditor, Shannon Sorrell. Ms. Sorrell stated that she has been focused on the transition period for this office and has begun working with the Mayor, as well as the Auditor, on the 2027 budget process.

Auditor Strickland introduced the finance manager, Miccau McClelland. Ms. McClelland stated that she is working on the 2025 bank reconciliation and getting procedures and processes aligned and, in general, creating better controls for their department.

Auditor Strickland introduced the tax administrator, Lori Gischel. Ms. Gischel has been with Reynoldsburg for some time and was imperative in keeping this office running during the transition. Ms. Gischel stated her main role is to ensure tax revenue collection as well as the objectives of our economic development.

Auditor Strickland also introduced the payroll specialist, Megan Long. Ms. Long stated that her main role is ensuring that all employees are paid and they are currently working to upgrade the timekeeping software.

Auditor Strickland introduced Regina Ann Campbell. She is the temporary Senior Accountant. She came in to give the department extra assistance with bank reconciliations from 2025.

Auditor Strickland also introduced Cole Wyatt, their intern from MORPC. He put together this PowerPoint for Council and has done project-based work in the past, like tax increment financing payments.

Auditor Strickland also introduced Karen, who could not attend Council; she works on accounts payable.

Auditor Strickland stated that in the audit findings overview, two material weaknesses were identified. Those weaknesses were bank reconciliations and late annual financial reporting. In the bank reconciliations, they found unreconciled variances, unidentified items, and account system errors that affected cash balances during the testing of the December 2024 bank reconciliation. There were items identified amounting to \$3,047, \$52,361, and \$128,787. The late financial reporting stated that the City's 2024 annual financial report was not filed with the Ohio Auditor of State within the 150-day statutory window and no extension was obtained. Auditor Strickland stated that this is not acceptable at all. In an effective reconciliation process, the cash balances would be accurate, complete, and verifiable across all accounts. Bank statements would reconcile the City's accounting system without unexplained gaps and errors would be caught in a timely manner. Auditor Strickland stated that the ending bank balance per report did not agree with the fund balance report by a discrepancy of \$128,787. This variance may indicate that there may have been transactions recorded incorrectly between systems, entries were posted in different periods across records, or system-level reconciliation procedures may need overall strengthening.

Auditor Strickland explained that the Ohio Revised Code 117.38 and Ohio Administrative Code 117-2-03(B) require that financial reports be filed with the Ohio Auditor of State within 150 days of the fiscal year-end for GAAP-basis entities. The 2024 filing should have been completed by May 30, 2025, but was not submitted until December 22, 2025, and the Auditors Office did not attempt to obtain an extension for this filing. She wanted to clarify that this was happening, and the report was filed before the current administration ever assumed office.

These findings matter because incomplete or inaccurate reports may result in: undetected errors, misstated records, fraud or theft exposure, and reduced transparency. Auditor Strickland stated that since January 2026, their office has rebuilt the department and has actively hired qualified staff, strengthened the internal operations, and was proactive in filing for an extension for the 2025 audit report. They are currently working on monthly book-to-book reconciliation, variance investigation and resolution, general ledger accuracy procedures, and auditor review and documentation. In the future, they are looking to provide quarterly reports to Council, they are staying on track with the 2025 audit cycle, and will be focusing on transparency and open communication.

Councilmember Johnson thanked the new administration for getting the Auditor's department caught up and rebuilding that team.

Councilmember Abram asked what is the most pressing issue they are facing currently and what their concerns are moving forward. She also asked about the posting errors and how they can strengthen the reconciliation process moving forward and if we need to go even further back to reconcile previous years' filings. Auditor Strickland stated that they are not planning to retroactively review any reports before 2024. She explained that the bank reconciliation is really the toughest thing for them to complete right now. They are looking through bank statements, star accounts, and spreadsheets to really make sense of what was happening at that time and the best path forward. Completing the 2025 report is the most important thing for their office right now. They currently have two people working to complete the 2025 auditor, and another employee working on 2026 to see if anything needs to be corrected for the 2026 report in 2027. Councilmember Abram asked how we got into this situation and how long this was an issue when all Council was ever informed of was the awards the department had received, she explained that she understands this all happened before Auditor Strickland ever assumed office. Auditor Strickland stated that she believes there were several different issues happening at the same time. The office was not fully staffed, staff members were not in the office, and she explained that she can't fix what happened in the past. All she knows now is that their team has the pressure to deliver for 2025 and 2026.

Councilmember Hill thanked Auditor Strickland for her transparency.

Councilmember Baker thanked Auditor Strickland and her team for really trying to fix this mess and stated that this is concerning. Auditor Strickland stated that her team is absolutely fantastic and that her team is working summer hours right now from 7am to 4pm to have those extra few hours to focus. Councilmember Baker asked about the new time-keeping and payroll system they are working to implement. Auditor Strickland stated that the previous system does still have good

functionality, it was just not being utilized in the best way it could be. She explained that they are moving towards UKG because the City already has a contract with them, so they are working within the confines of that contract and her administration knows how to use this system more efficiently.

Councilmember Towns thanked the department for this presentation and all the hard work they have been doing.

President Pyakurel asked when the 2025 report would be submitted. Auditor Strickland stated that their plan is to complete the work in August and to send it to an outside auditor for them to do all the filing. They are on track to complete this plan on time.

PROCLAMATIONS

A Proclamation Recognizing the City of Reynoldsburg as a Welcoming City Celebrating the Diversity of Our Residents by Acknowledging World Refugee Day

President Pyakurel stated that this Proclamation is very dear to him as he came to America as a refugee in 2009 after being in a refugee camp for 18 years. He was forced out of his country of origin, Bhutan, when he was 9 years old. He explained that his daughter was also born in the refugee camp and is very proud that she has now graduated from high school and is now going to Georgetown University this year to study policy. He stated that she is a testament to how people can grow when given the opportunity. He is thankful to live in America and is grateful to have been given this chance.

President Pyakurel read the Proclamation.

Councilmember Baker stated that this is a Proclamation that should be spoken on and congratulated his daughter on such a monumental achievement. He stated that her achievements go to show how impactful this opportunity to come to America was not just on President Pyakurel, but his whole family. He came here for a better life and was able to achieve that because he took a chance on America and made his dream a reality. He strongly believes that America is a country of immigrants, we all want the best for our families.

Councilmember Baker made a motion to approve this Proclamation. Second by Councilmember Salvati. Motion carried.

MOTIONS

An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

President Pyakurel advised that Ordinance 34-2026, approved by Council during the June 8, 2026 meeting, needed to be reconsidered. He requested a motion to reconsider this Ordinance.

Councilmember Salvati moved to reconsider Ordinance 34-2026. Second by Councilmember Towns. Motion carried.

President Pyakurel explained that this Ordinance was being reconsidered as the appropriation language needed to be corrected to reflect that the funds from Game Time were a credit toward the overall cost of the equipment instead of a reimbursement.

Councilmember Salvati moved to amend the Ordinance to accept the corrected appropriation language and account numbers. Second by Councilmember Chambers. Motion carried.

Councilmember Salvati then moved to approve Ordinance 34-2026 as amended. Second by Councilmember Baker. Roll call vote: Abram, Baker, Johnson, Pyakurel, Towns, Salvati, Chambers, Hill. The Ordinance was approved as amended.

REPORTS

Clerk of Court Report

Clerk Of Court Report for May 2026

The Clerk of Court submitted monies collected from the courts held in May 2026 in the amount of \$34,438.00.

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for June 22, 2026.

Members in attendance are: Councilmember Abram, Councilmember Chambers, Councilmember Towns, Chair Johnson, and President Pyakurel.

An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg

Assistant Attorney Triplett explained that the body of the legislation remained identical in form, regulatory structure, and legal language to the draft vetted during earlier committee sessions. However, one corrective amendment would need to be made prior to the third reading. The title would need to be corrected to remove "prohibited." Attorney Shook explained that the current title inaccurately implied that the City intended to outright prohibit short-term lodging operations within the municipality. In reality, the forty-two-page framework was designed to legally permit, license, and strictly regulate short-term rental properties to ensure zoning compliance and neighborhood stability.

Chair Johnson moved to forward this Ordinance to Council for a second reading. Second by Councilmember Towns. Motion carried

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for June 22, 2026.

Members in attendance are: Councilmember Abram, Councilmember Chambers, Councilmember Towns, Chair Hill, and President Pyakurel.

An Ordinance Authorizing the Mayor to Enter into a Contract with _____ Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman stated that this Ordinance is blank because they are trying to be proactive and avoid emergency language in the future. He explained that with the contracts the City does, because of the bidding process and the awards needing to be done within 60 days of opening the bid, they are doing their best to be more proactive. He stated that using the engineers' estimate, they are providing legislation that lists which streets they are proposing to do work on. Director Dorman stated that they do not go over 10% of what the estimated cost is for the award and Council would have to approve that moving forward. Today he is asking Council to move this legislation forward, and they will come back to the next meeting with the winning bid offer and amend the legislation to add the contractor.

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

An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to the East Main Street and Brice Road Intersection Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency

Director Dorman stated that they have been discussing the Brice Rd corridor for some time now, and they have applied for funding and continue to apply for more. They are looking at dealing with this project in phases due to the complexity of the project and the size. The first phase would be the intersection of Brice and E Main. Currently, there is construction on the Alliance building at that intersection and the old Walgreens on that corner. They would like to have this intersection realigned to create a safer flow of traffic. There are federal funds to use that should be used sooner rather than later. Once the design is done for this area, it will be brought back to Council for their approval.

Councilmember Baker thanked him and the Mayor for leading the charge on this project.

Councilmember Hill moved to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

A Resolution Authorizing the Mayor to Purchase a Camera Van and Related Equipment for the Wastewater Department and Waive Competitive Bidding

Director Dorman stated that this has been something they have been discussing for a while now. It was brought to Council a few years ago but was removed to ensure that everything was aligned and ready before bringing it to Council to request a large sum of money. He explained that in the past they had worked with a camera that was in a trailer that had to be towed around. The water and storm department are out working all year in all weather, so this is an enclosed unit that would allow for better working conditions for those employees.

Councilmember Hill moved to forward this Resolution to Council for approval. Second by Councilmember Chambers. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for June 22, 2026.

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Juneteenth Event

Director Clemens stated that the next three Ordinances are similar but event specific. Her department is requesting that the unused funds that they received in sponsorship dollars from the 2025 Juneteenth event be carried over to the 2026

budget.

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Pride Event

Director Clemens requested that the unused funds that they received in sponsorship dollars from the 2025 Pride event be carried over to the 2026 budget.

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

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Diwali-Tihar Celebration Event

Director Clemens requested that the unused funds that they received in sponsorship dollars from the 2025 Diwali-Tihar event be carried over to the 2026 budget.

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

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

Mayor Begeny stated that this Resolution is for a then-and-now for a purchase order that was opened in 2025 for the minority, female, and veteran business grants. The original purchase order was closed prior to issuing the final business grant, and they are requesting that this be opened back up so they can finish the purchase order off and close out with a specific amount.

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

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

Auditor Strickland stated that this Resolution is for a then-and-now for expenses paid before a purchase order was opened in an attempt to continue cleaning up the Auditor's department.

Councilmember Baker thanked her for ensuring that this will not be needed in the future.

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

**A Resolution to Approve Payment of Services Performed to the Auditors
Certificate of Availability of Funds**

Director Cornell stated that this Resolution is for a then-and-now for a purchase order that was opened in June 2026 for third quarter insurance premium payments, but the purchase order was opened after the date of the invoice.

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

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for June 22, 2026.

Members in attendance are: Councilmember Abram, Councilmember Chambers, Councilmember Towns, Chair Salvati, and President Pyakurel.

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

This legislation will be discussed in Executive Session.

Executive Session

Pursuant to Ohio Revised Code Section 121.22(G)(5) "matters required to be kept confidential by federal law or regulations or state statutes."

Councilmember Salvati stated Council would go into Executive Session and once complete, Council would resume with the committee meeting.

Councilmember Abram made a motion to enter into Executive Session pursuant to ORC section 121.22(G)(5) "matters required to be kept confidential by federal law or regulations or state statutes." Second by Councilmember Towns.

Roll call: Johnson — Yes; Towns — Yes; Salvati — Yes; Chambers — Yes; Hill — Yes; Abram — Yes; Baker — Yes; Pyakurel - Yes. The motion was approved 8 affirmative votes, 0 negative votes.

Council invited Mayor Begeny, Attorney Shook, Auditor Strickland, Director Meyer, and Clerk Prasher to remain in the session.

Councilmember Chambers made a motion to leave executive session. Second by Councilmember Towns.

Roll call: Johnson — Yes; Towns — Yes; Salvati — Yes; Chambers — Yes; Hill — Yes; Abram — Yes; Baker — Yes; Pyakurel - Yes. The motion was approved 8 affirmative votes, 0 negative votes.

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

RESOLUTIONS - CONSENT AGENDA

RESULT: PASSED (UNANIMOUS) 8-0

MOVER: Salvati

SECONDER: Johnson

AYES: Abram, Baker, Johnson, Pyakurel Towns, Salvati, Chambers, Hill

A Resolution Authorizing the Mayor to Purchase a Camera Van and Related Equipment for the Wastewater Department and Waive Competitive Bidding

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

CONSENT AGENDA FOR EMERGENCY ADOPTION

RESULT: PASSED (UNANIMOUS) 8-0

MOVER: Salvati

SECONDER: Towns

AYES: Abram, Baker, Johnson, Pyakurel Towns, Salvati, Chambers, Hill

An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way and Easements Necessary for the Construction of the Summit Road Improvement Project, Appropriate Funds Therefor, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

President Pyakurel announced that these Ordinances stand for a first reading.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with _____ Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency

An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to the East Main Street and Brice Road Intersection Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Juneteenth Event

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Pride Event

An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2025 Diwali-Tihar Celebration Event

CONSENT AGENDA FOR SECOND READING

Councilmember Salvati asked that these items be read separately.

An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg

Councilmember Baker asked for clarification on the maximum number of residents occupying a short-term rental. Attorney Shook stated that if there were a home

listed as a short-term rental, and it was a 5 bedroom home, the maximum occupancy for that rental would be 10 individuals.

This item stands for a second reading.

An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg

Councilmember Salvati asked when a cable company or any other company places one of those boxes on the right of way, do they remain the owner of that box and is that registered with the City. Attorney Shook stated that yes, they must register as the owner of that piece of property with the City. Councilmember Salvati asked if the City is allowed to ask the owners to remove that piece of equipment if it is broken and no longer functional. Attorney Shook stated that the City is allowed to request that they do that. Mayor Begeny stated that they do request that those pieces of equipment be removed, but it can be difficult when companies are bought and sold along with the equipment, making it difficult to find the correct entity to contact.

This item stands for a second reading.

CONSENT AGENDA FOR THIRD READING

RESULT:	PASSED (UNANIMOUS) 8-0
MOVER:	Salvati
SECONDER:	Towns
AYES:	Abram, Baker, Johnson, Pyakurel Towns, Salvati, Chambers, Hill

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Center of Science and Industry (COSI) and Appropriating Funds Therefor

An Ordinance Authorizing the Mayor to Enter into a Contract with MS Consulting for Professional Engineering Services Pertaining to Storm Sewer Improvements as Outlined in the Recently Completed Blacklick Creek Watershed Study

OTHER COUNCIL MATTERS

Councilmember Johnson thanked everyone who attended the Juneteenth event. Everyone had an awesome time. She thanked all the City officials who attended and showed their support.

Councilmember Chambers thanked everyone for their support of Juneteenth and the City's Pride event. It was so wonderful to see community members coming together to

celebrate our differences and embrace the diversity that makes Reynoldsburg the City of Respect. She added that the non-profit Kids on the Block offered free haircuts during Juneteenth. They were hosting a back-to-school bash on August 2nd in Huber Park from noon to 4pm and were seeking vendors, sponsors, and donations.

Councilmember Baker thanked Councilmember Johnson for her work in putting together the Juneteenth event. He also thanked the RPD and wished teachers a happy summer.

UPCOMING MEETINGS

July 1, 2026 Planning & Zoning Board
July 3, 2026 City Offices Closed in Celebration of July 4th
July 3, 2026 Reynoldsburg July 4th Fireworks
July 13, 2026 Council
July 16, 2026 Planning & Zoning Board
July 27, 2026 Council
August - No Council Meetings

ADJOURNMENT

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

Bhuwan Pyakurel, Council President

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Proclamation Recognizing Reynoldsburg Special Olympic Participants in the Ohio Special Olympic Summer Games

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Proclamation Recognizing Michael Neff-Young for Winning a Gold Medal for Bowling Representing Team Ohio in the 2026 Special Olympics USA Games

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

MINUTES
CITY OF REYNOLDSBURG
TREASURY INVESTMENT BOARD MEETING

May 19, 2026

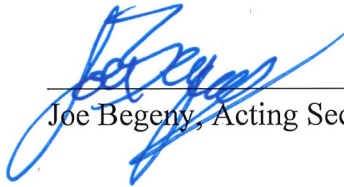
Chairman Begeny called the May meeting of the Treasury Investment Board (T.I.B.) to order at 10:01 a.m. Members present were Mayor Joe Begeny, and City Auditor Shanette Strickland.

Auditor Strickland presented the Treasury Investment Board Summary dated May 19, 2026, which showed combined interest earnings for April 2026 in the amount of \$296,249.39, of which \$53,314.09 is attributable to interest earnings on bond proceeds and the balance to the City's STAR Ohio and portfolio earnings.

The next meeting of the T.I.B. is scheduled for Tuesday, June 16, 2026 at 10 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:05 a.m.

Respectfully submitted,



Joe Begeny, Acting Secretary

**MINUTES
CITY OF REYNOLDSBURG
TREASURY INVESTMENT BOARD MEETING**

June 16, 2026

Acting Chair Strickland called the June meeting of the Treasury Investment Board (T.I.B.) to order at 10:02 a.m. Members present were City Auditor Shanette Strickland and City Attorney Chris Shook. Also present were Deputy Auditor Shannon Sorrell and Eileen Stanic from Meeder Public Investments.

The Auditor Presented:

1. Treasury Investment Board Summary dated June 10, 2026 which showed May monthly earnings as follows:

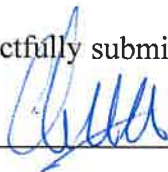
• Custodial Portfolio	
○ Operating Account	\$108,923.88.
○ Bond Proceeds	\$24,999.03
• STAR Ohio Account	
○ Operating Account	\$33,484.50
○ Bond Proceeds	\$3,462.10
Total	\$170,869.51

2. City of Reynoldsburg Investment Strategy Update dated June 16, 2026.
3. City of Reynoldsburg Investment Policy Discussion
Includes recommendations regarding amendments to the City's investment policy and codified ordinances to maximize investment flexibility for the City.

The next meeting of the T.I.B. will be Tuesday, July 21, 2026 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 11:06 a.m.

Respectfully submitted,





**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Motion to Reconsider Ordinance No. 34-2026 Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Reconsideration to be approved during this meeting.

REASON FOR EMERGENCY:

to maintain the installation timeline

STAFF REPORT:

The Reynoldsburg Parks and Recreation Department has been awarded funding in the amount of \$264,247.662 through the Ohio Parks and Recreation (OPRA) State Initiative program, in partnership with GameTime, for playground equipment, installation, and other items, per contract, for Huber Park and McPherson Park. The purchase shall be made through the OMNIA cooperative purchasing contract, utilizing GameTime as the selected vendor, thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175. Requesting funds from the unencumbered CIP Fund be encumbered into the following project account numbers:

410.000.0211.5659 Huber Park Amenities 2026 in the amount of \$350,976.26

410.000.0212.5659 McPherson Park Amenities 2026 in the amount of \$383,455.71

An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

WHEREAS, the Reynoldsburg Parks and Recreation Department has been awarded funding through the Ohio Parks and Recreation (OPRA) State Initiative Program, in partnership with GameTime; and

WHEREAS, this funding is for playground equipment, installation, and other items for the Huber and McPherson Park; and

WHEREAS, GameTime has awarded the City a \$264,247.66 credit toward the purchase of the playground equipment.

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

SECTION 1: That the Mayor is hereby authorized to accept a credit from GameTime, through the OPRA State Initiative Program, for playground equipment for Huber and McPherson Park.

SECTION 2: That funds be appropriated from the unappropriated Capital Improvement Fund (410) to account numbers 410.000.0211.5659 Huber Park Amenities 2026 for \$334,263.10 with a five percent (5%) contingency of \$16,713.16 (total \$350,976.26 and 410.00.0212.5659 McPherson Park Amenities 2026 in the amount of \$365,195.91 with a five percent (5%) contingency of \$ 18,259.80 (total \$383,455.71, which includes funds covering prevailing wage and a five percent contingency.

SECTION 3: That the Mayor is hereby authorized to enter into an agreement with the GameTime and Ohio Parks and Recreation State Initiative Program for the Project and to all other necessary requirements for acceptance of the award.

SECTION 4: That this purchase shall be made through the OMNIA cooperative purchasing contract utilizing GameTime as the selected vendor, thereby waiving competitive b pursuant to Reynoldsburg City Code Section 175.

SECTION 5: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to meet contract deadlines and complete the project on schedule; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.



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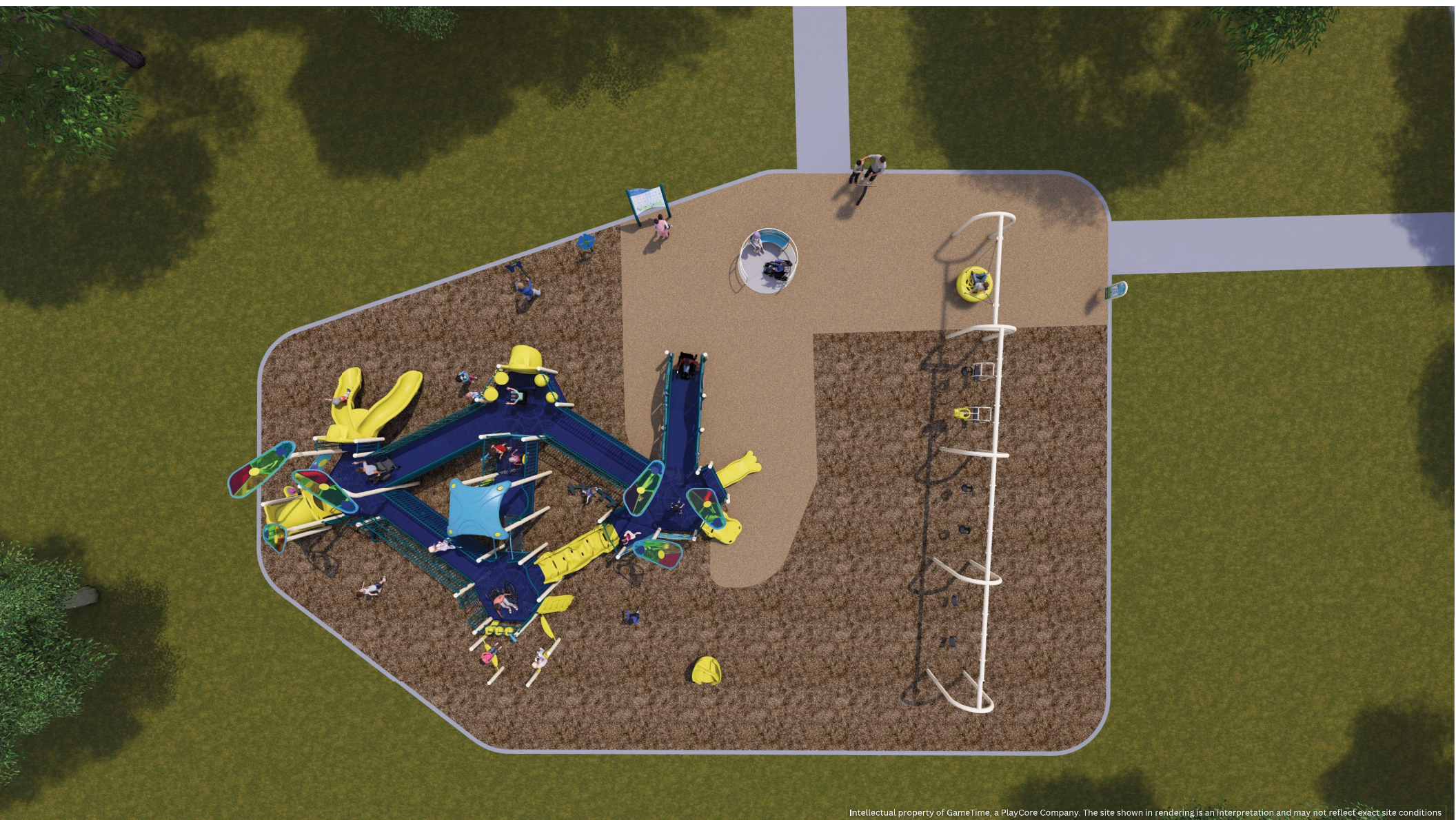
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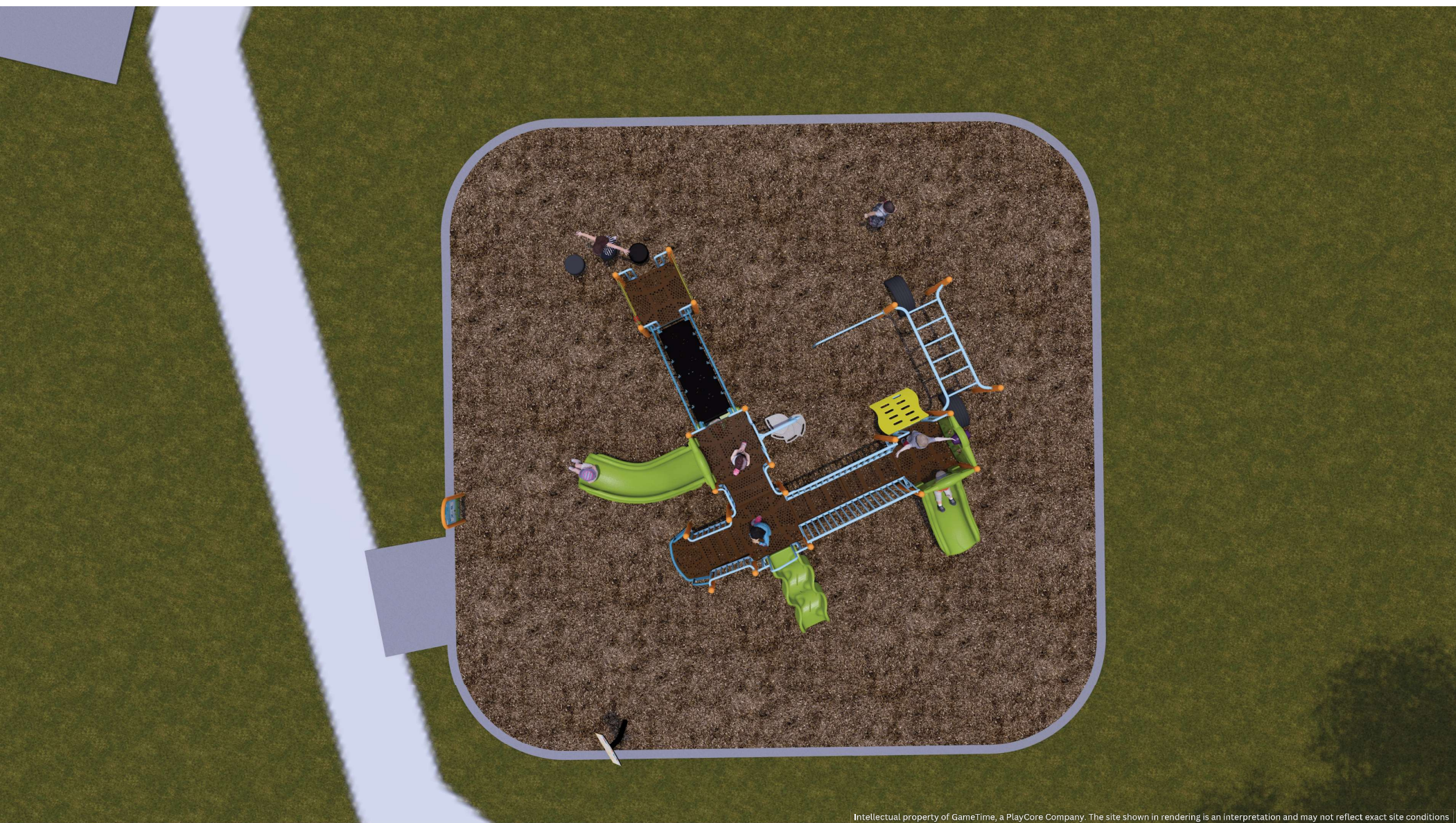


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QUOTE

108831-01-03 • 05/15/2026



Reynoldsburg Parks and Recreation - Huber Park - Revision 1 with Concrete Sidewalk Paths

Customer:

Reynoldsburg Parks & Recreation
Huber Park, 1640 Davidson Dr
Reynoldsburg, OH 43068
United States

Ship to Zip: 43068

Prepared for:

Donna Bauman
Phone: 614-322-6806
dbauman@reynoldsburg.gov

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScope Play Structure for Ages 2-12 (LREYNOLDSBURG-HUBER PARK-R1)	\$227,419.84	\$227,419.84
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	RDU	GameTime - 3 Bay PowerScope ADA Swings with (2) Belt Seats, (2) Tot Seats, (1) Expression Seat, and (1) Expression Toddler Seat with Saucer Swing Combo	\$17,241.00	\$17,241.00
1	6264	GameTime - Inclusive Whirl - Playful	\$18,034.00	\$18,034.00
1	6376	GameTime - Duo Spinner	\$2,930.00	\$2,930.00
1	6375	GameTime - Communication Board	\$2,887.00	\$2,887.00
1	105559	GameTime - Turquoise Flower -IG	\$1,615.00	\$1,615.00
1	105169	GameTime - Indigo Butterfly - IG	\$1,540.00	\$1,540.00
1	5034	GameTime - 2-5 Or 5-12 Age Appr Fiberglass Sign	\$2,084.00	\$2,084.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	EWf-12	GT-Impax - 3,970 Sq Ft (197 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$4,775.00	\$4,775.00
1	RDU	GameTime - Installation Includes: DWA Recreation responsible for the following: - Contact OUPS811- Call Before You Dig - Installation of PowerScope Play Structure - Installation of NDS Sign - (Qty: 1) - Installation of Swings - Installation of Inclusive Whirl - Installation of Duo Spinner - Installation of Communication Board - Installation of Age Sign - 2-12 Ages - Installation of Indigo Butterfly - Installation of Turquoise Flower - Installation of EWF Surfacing - Excavation of The Area - 5,325 SF - Supply and Install of 295 LF Concrete Curb Non-Prevailing wage rates Dirt spoils to be left on site Owner/General Contractor responsible for the following: - Mark private utilities - Removal of dirt spoils Pricing does NOT include permits Pricing does NOT include contractor registration	\$92,420.00	\$92,420.00

QUOTE

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A PLAYCORE Company

1	PIP	GT-Impax - 1,355 Sq Ft of Poured-in-Place Rubber Surfacing This price includes installation, supply and install of compacted stone sub-base and is based on the following: 10" compacted stone sub-base 8' Fall Height @ 3.75" Thickness with 95 SF Turn Down 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; Turn Down edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$50,920.00	\$50,920.00
1	RDU	GameTime - Supply and Install of 530 SF Concrete Sidewalk/Path Concrete Sidewalk Paths - 265 SF each (qty: 2)	\$8,650.00	\$8,650.00

Contract: OMNIA #2017001134

Big Savings!

State Initiative Funding

You received a funding amount of: \$118,273.66

Sub Total	\$430,613.91
Discount	(\$118,273.66)
Freight	\$4,280.00
Grand Total	\$316,620.25

The above contract allowance is based on the customer applying for and being awarded funding through the OPRA State Initiative program in partnership with GameTime. Approval and participation in the program is subject to OPRA's final application review, qualification requirements, and available funding. Submission of an application does not guarantee approval or funding.

- **Pricing Basis:** Pricing is based on the customer applying for and being awarded funding through this initiative in partnership with GameTime.
- **Application Deadline:** Applications must be submitted by January 19, 2026 to be considered for this funding cycle.
- **Award Notification:** Applicants may be notified of approval as late as February 6, 2026.
- **Installation Deadline:** All installations must be completed by December 2026 through GameTime's exclusive representatives in Ohio.
- **Funding Conditions:**
 - Funding assistance must be used toward the purchase of a qualified GameTime playground system.
 - To qualify for 100% matching funding assistance, the list price of the qualifying playground system must **exceed \$40,000** and be purchased with cash at order.
 - Funding assistance may also be available (up to 50% match) for select outdoor fitness equipment and certain package types.
- **Program Changes:** All dates and program requirements remain subject to change at the discretion of program administrators.
- **No Funding Guarantee:** Submission of an application does not guarantee approval or funding.

Matching funds offer applies to PowerScape® (including Spire®, Altus® and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City®, and The Stadium® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, and The Stadium®.

See full program terms at gametime.com/opra.

State Initiative program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the State Initiative program.



QUOTE

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Rubber Safety Pricing - All rubber safety surfacing quotations are valid for only 30 days. Please request a new price after that time. If an order is placed and the cost of materials has increased once the job is going to start, there may be a change order incurred.

Due to volatility of fuel prices, freight charges may change at time of delivery.

Payment terms:

Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Lead Time: Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 - 3 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.

Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

Extended Lead Times Expected:

Please be advised this Quote contains product(s) which may require extended lead times. Lead times may vary depending on the products selected.



QUOTE

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Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *an/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or it subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work including excavation or drainage, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

108831-01-03 • 05/15/2026



A PLAYCORE Company

Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.

GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/ile61tn02ynwhpyr5nngdlbuwbgl80w7>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____



QUOTE

108831-01-03 • 05/15/2026



Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

108831-01-03 • 05/15/2026



Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

108831-01-03 • 05/15/2026



Purchasing Information:

Purchase Amount: **\$316,620.25**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Courtney Swartz

Sales Representative: Levi Love

QUOTE

108829-01-04 • 05/15/2026



A PLAYCORE Company

Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1 with Concrete Sidewalk Paths

Customer:

Reynoldsburg Parks & Recreation
8020 Rodebaugh Rd
Reynoldsburg, OH 43068
United States

Ship to Zip: 43068

Prepared for:

Donna Bauman
Phone: 614-322-6806
dbauman@reynoldsburg.gov

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Play Structure for Ages 5-12 (LREYNOLDSBURG-MCPHERSON PARK-2-R1)	\$225,898.98	\$225,898.98
1	14927	GameTime - NDS Play On Sign Package		
1	RDU	GameTime - 3 Bay PowerScape ADA Swings with (2) Belt Seats, (2) Tot Seats, (1) Expression Seat, and (1) Expression Toddler Seat with Saucer Swing Combo	\$17,241.00	\$17,241.00
1	6379	GameTime - Inclusive Whirl - Musical	\$21,086.00	\$21,086.00
1	6375	GameTime - Communication Board	\$2,887.00	\$2,887.00
1	105562	GameTime - Orange Flower-IG	\$1,615.00	\$1,615.00
1	105538	GameTime - Yellow Butterfly - IG	\$1,474.00	\$1,474.00
1	5033	GameTime - 5-12 Age Appropriate Fiberglass Sign	\$2,084.00	\$2,084.00
1	RDU	GameTime - PrimeTime Play Structure for Ages 2-5	\$55,744.00	\$55,744.00
1	14927	GameTime - NDS Play On Sign Package		
1	5032	GameTime - 2-5 Age Appropriate Fiberglass Sign	\$2,084.00	\$2,084.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	EWf-12	GT-Impax - 4,276 Sq Ft (212 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$5,825.00	\$5,825.00
1	RDU	GameTime - Installation Includes: DWA Recreation responsible for the following: - Contact OUPS811- Call Before You Dig - Installation of PowerScape Play Structure - Installation of PrimeTime Play Structure - Installation of NDS Sign - (Qty: 2) - Installation of Swings - Installation of Inclusive Whirl - Installation of Communication Board - Installation of Age Signs - (Qty:2) - Installation of Orange Flower - Installation of Yellow Butterfly - Installation of EWf Surfacing - Excavation of The Area - 5,376 SF - Supply and Install of 410 LF Concrete Curb Non-Prevailing wage rates Dirt spoils to be left on site Owner/General Contractor responsible for the following: - Mark private utilities - Removal of dirt spoils Pricing does NOT include permits Pricing does NOT include contractor registration	\$108,110.00	\$108,110.00

QUOTE

108829-01-04 • 05/15/2026



A PLAYCORE Company

1	PIP	GT-Impax - 1,100 Sq Ft of Poured-in-Place Rubber Surfacing This price includes installation, supply and install of compacted stone sub-base and is based on the following: 10" compacted stone sub-base 8' Fall Height @ 3.75" Thickness with 75 LF Turn Down 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; Turn down edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$42,535.00	\$42,535.00
1	RDU	GameTime - Supply and Install of 75 SF Concrete Sidewalk/Pads Ages 5-12 - 50 SF Ages 2-5 - 25 SF	\$1,225.00	\$1,225.00

Contract: OMNIA #2017001134

Big Savings!

State Initiative Funding

You received a funding amount of: \$145,974

Sub Total	\$487,907.05
Statewide Initiative Funding Applied	(\$145,974.00)
Freight	\$4,280.00
Grand Total	\$346,213.05

QUOTE

108829-01-04 • 05/15/2026



The above contract allowance is based on the customer applying for and being awarded funding through the OPRA State Initiative program in partnership with GameTime. Approval and participation in the program is subject to OPRA's final application review, qualification requirements, and available funding. Submission of an application does not guarantee approval or funding.

- **Pricing Basis:** Pricing is based on the customer applying for and being awarded funding through this initiative in partnership with GameTime.
- **Application Deadline:** Applications must be submitted by January 19, 2026 to be considered for this funding cycle.
- **Award Notification:** Applicants may be notified of approval as late as February 6, 2026.
- **Installation Deadline:** All installations must be completed by December 2026 through GameTime's exclusive representatives in Ohio.
- **Funding Conditions:**
 - Funding assistance must be used toward the purchase of a qualified GameTime playground system.
 - To qualify for 100% matching funding assistance, the list price of the qualifying playground system must **exceed \$40,000** and be purchased with cash at order.
 - Funding assistance may also be available (up to 50% match) for select outdoor fitness equipment and certain package types.
- **Program Changes:** All dates and program requirements remain subject to change at the discretion of program administrators.
- **No Funding Guarantee:** Submission of an application does not guarantee approval or funding.

Matching funds offer applies to PowerScape® (including Spire®, Altus® and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City®, and The Stadium® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, and The Stadium®. See full program terms at gametime.com/opra.

State Initiative program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the State Initiative program.

Rubber Safety Pricing - All rubber safety surfacing quotations are valid for only 30 days. Please request a new price after that time. If an order is placed and the cost of materials has increased once the job is going to start, there may be a change order incurred.

Due to volatility of fuel prices, freight charges may change at time of delivery.

Payment terms:

Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

QUOTE

108829-01-04 • 05/15/2026



OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Lead Time: Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 - 3 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.

Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

Extended Lead Times Expected:

Please be advised this Quote contains product(s) which may require extended lead times. Lead times may vary depending on the products selected.

QUOTE

108829-01-04 • 05/15/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *an/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or it subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work including excavation or drainage, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

108829-01-04 • 05/15/2026



Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.

GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/ile61tn02ynwhpyr5nngdlbuwbgl80w7>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____



QUOTE

108829-01-04 • 05/15/2026



Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

108829-01-04 • 05/15/2026



Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

108829-01-04 • 05/15/2026



Purchasing Information:

Purchase Amount: **\$346,213.05**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Courtney Swartz

Sales Representative: Levi Love



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Accept Funds from a Private Funding Organization from a Grant for a JFK Park Amenity, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

The signed agreements were due on July 10th. An extension has been given until passage on July 13th.

STAFF REPORT:

The Parks and Recreation Department has been selected to receive a grant from a private funding organization to assist with the development of a new park amenity. As a condition of the grant agreement, the identity of the funding organization must remain confidential until the organization publicly announces the grant recipients.

Request City Council authorize the Mayor to accept the grant award and execute any documents necessary to fulfill the requirements of the grant agreement. The name of the funding organization will be disclosed following its official public announcement, in accordance with the confidentiality provisions of the grant agreement.

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FUNDS FROM A PRIVATE FUNDING ORGANIZATION FROM A GRANT FOR A JFK PARK AMENITY, AND DECLARING AN EMERGENCY

WHEREAS, the City has been advised that they will receive a grant for funding a new park amenity in JFK Park by a private funding source; and

WHEREAS, the funding will cover most of the construction of the amenity at a cost of \$250,000; and

WHEREAS, the condition of the grant agreement requests the funding organization remain confidential until the organization publicly announces the grant recipients.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg:

Section 1: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate for accepting financial assistance.

Section 2: That the Mayor is hereby authorized to accept the funds in the amount of \$250,000.00.

Section 3: That \$250,000.00, when received, be appropriated to the unencumbered Capital Improvement Fund (410) and then appropriated to account number 410.000.0214.5659 CIP Fund JFK Improvements Miscellaneous Infrastructure.

Section 4: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to meet the deadlines for the grant acceptance; therefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**A RESOLUTION ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED
RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE
REVIEW COUNCILS**

WHEREAS, the City of Reynoldsburg, Ohio has the statutory authority to create various zones that provide economic development incentives, which include Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City may consider entering into agreements with private sector entities engaging in economic development, which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, ORC 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be required to review these agreements between the City and the private sector entities to establish compliance with the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement in its zone on an annual basis for the preceding year concluding December 31st; and

WHEREAS, the recommendation of each TIRC is required to be acted on by Council within 60

days of receiving the recommendation.

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

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2025 have done so and have forwarded their recommendations to City Council.

SECTION 2. That Council hereby accepts, approves, and ratifies the TIRCs' recommendations for the following incentives listed below:

- a. Taylor Road TIF #1 – accept the report and continue the exemption agreement
- b. Taylor Road TIF #2 – accept the report and continue the exemption agreement
- c. Summit Road TIF – accept the report and continue the exemption agreement
- d. Eastwood TIF – accept the report and continue the exemption agreement
- e. 2018 Main and Brice TIF (Licking County) – accept the report and continue the exemption agreement
- f. 2018 Main and Brice TIF (Franklin County) – accept the report and continue the exemption agreement
- g. Broad Street TIF (Licking County) – accept the report and continue the exemption agreement
- h. Broad Street TIF (Franklin County) – accept the report and continue the exemption agreement
- i. Brice Road TIF – accept the report and continue the exemption agreement
- j. East Main CRA – accept the report and continue the abatement agreement
- k. Taylor Square TIF – accept the report and continue the exemption agreement

SECTION 3. That upon adoption by Council, this Resolution shall be in effect immediately following signature by the Mayor.

Reynoldsburg

MINUTES

**2026 LICKING COUNTY TIRC
MONDAY JUNE 22, 2026**

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. / 2. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 1:30 PM

Present: Michael Smith, David Edelblute, Carson Combs, Chris Shook, Shanette Strickland, Emily Hatfield (RCSD), Amy Ucan (LHLSD), Ben Streby (C-TEC), Cherrelle Turner (EFCTS), Michael Clarey, and Adam Kelley

3. Election of Vice Chair

Chris Shook nominated David Edelblute, seconded by Ben Streby; eleven affirmative votes, no negative votes; the Motion carried

4. Approval of 2025 Minutes

Carson Combs made a motion to approve the Minutes, seconded by Ben Streby; eleven affirmative votes, no negative votes; Minutes stand approved as submitted.

5. New Business

No New Business was brought before or addressed by the board.

TIF REPORT

6. Taylor Road TIF #1 (Ord. 113-2005) (RCSD)

Ms. Gishel: For 2025, we received \$103,150.06 from the Taylor Chase development.

David Edelblute made a motion to accept the report of Taylor Road TIF #1 and continue the exemption, seconded by Carson Combs; eleven affirmative votes, no negative votes; the Motion carried.

7. Taylor Road TIF #2 (Ord. 114-2005) (RCSD)

Ms. Gishel: Total collections were \$34,662.47.

Mr. Kelley requests clarification on the powers and duties of the TIRC body. Is concerned that the board is not receiving information from companies on compliance. He expresses concern over the transparency of information being provided.

Mr. Shook and Mr. Meyer provide clarification on the role of the TIRC board and the deliberate approach to providing information to the board due to recent statute taking effect that modified ORC 9.66 (D). Mr. Meyer indicates that this incentive is not for the benefit of any private entity at this time, so there is no company report to review for non-compliance. Funds are not encumbered for this particular TIF as of this time. No indication that discrimination has occurred within the TIF area.

Chris Shook made a motion to accept the report of Taylor Road TIF #2 and continue the exemption, seconded by David Edelblute; eleven affirmative votes, no negative votes; the Motion carried.

Richard D. Jones (SWLSD) arrives.

8. Summit Road TIF (Inn at Summit and DR Horton) (Ord. 115-2005) (LHLSD)

Ms. Gishel: In 2025, we collected a total of \$77,467.31. We do not have any payments to schools or debt on this TIF.

Mr. Meyer: No evidence or indication of discrimination.

Mr. Shook: Describes location of TIF and indicates that there is no developer reimbursement at this time for this TIF. Funds will likely go towards future improvements of Summit Road.

Amy Ucan made a motion to accept the report of the Summit Road TIF and continue the exemption, seconded by Ben Streby; twelve affirmative votes, no negative votes; the Motion carried.

9. * West Summit Incentive District TIF (162-20210) (SWLSD)

Mr. Meyer: Just for informational purposes. There has not been a DTE filed. This is the American Homes for Rent project.

10. Eastwood TIF (161-2022) (SWLSD)

Mr. Meyer: DTE 24 Approved by state on July 23rd, 2025 (2025-2034) for 10-years and 75%. There were no collections yet by EOY 2025. Describes location of the TIF.

Mr. Shook: Clarifies that this TIF involves a reimbursement agreement for sanitary sewer and roadway improvements.

Ben Streby made a motion to accept the report of the Eastwood TIF and continue the exemption, seconded by David Edelblute; twelve affirmative votes, no negative votes; the Motion carried.

11. * Summit Crossing Incentive Districts TIF (70-2024) (LHLSD)

Mr. Meyer: For informational purposes only. This is an M/I Homes for sale townhome project. The TIF has been created and roadway infrastructure completed, but no completed structures.

12. * Summit Crossing Commercial TIF (71-2024) (LHLSD)

Mr. Meyer: For informational purposes only. This is a commercial TIF for the apartment project next to the Summit Crossing Incentive District. Roadway has been completed but construction has not started on buildings.

13. 2018 Main and Brice TIF (Ord. 102-2018) (RCSD)

Ms. Gishel: In the Licking County portion of this TIF, we collected \$915.84.

Mr. Meyer: Describes the location of the TIF. City still has not determined what the monies for the TIF will be used for.

Carson Combs made a motion to accept the report of the 2018 Main and Brice TIF and continue the exemption, seconded by Chris Shook; twelve affirmative votes, no negative votes; the Motion carried.

14. Broad Street TIF (Ord. 103-2018) (LHLSD)

Mr. Gishel: We collected \$4,704.38 on this TIF. We do not pay any money to schools or debt on this TIF.

Mr. Meyer: Describes the location of the TIF. City still has not determined what the monies for the TIF will be used for. No reimbursement agreement exists for this TIF.

Ben Streby made a motion to accept the report of the Summit Road TIF and continue the exemption, seconded by Chris Shook; twelve affirmative votes, no negative votes, the Motion carried.

CRA REPORT

15. * East Main CRA (59-2022) (RCSD)

Mr. Meyer: No active abatement, just for notification purposes. Active abatement is in the Franklin County portion of this CRA.

16. * Taylor/ Summit CRA (01-2023) (LHSD, RCSD)

Mr. Meyer: Core 5 Project construction not completed for 1st phase. 15-year 75% Tax Abatement. Roof has been completed on the first building of the three that are planned.

17. Other Business

No New Business was brought before or addressed by the board.

18. Adjournment

Chris Shook made a motion to adjourn, seconded by Carson Combs; twelve affirmative votes, no negative votes; the Motion carried.

Michael Smith adjourned the meeting at 1:48 PM.

Reynoldsburg

MINUTES

2026 FRANKLIN COUNTY TIRC WEDNESDAY, JUNE 22, 2026

PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM 7232 E. MAIN ST, REYNOLDBURG, OH 43068

1. /2. Jo Ellen Cline, Franklin County Auditor Chief of Staff chairing at the behest of Franklin County Auditor Michael Stinziano.

Jo Ellen Cline called the meeting to order at 2:03 PM.

Present: Jo Ellen Cline, Lois Carson, Chris Shook, Shanette Strickland, Dennis Nicodemus, Emily Hatfield, Charles McCroskey, Amy Ucan, Joe Laborie and Cherrelle Turner

3. Election of Vice Chairperson

Jo Ellen Cline appoints Lois Carson with unanimous consent as the Vice-Chairperson.

3. Approval of 2025 Minutes

Dennis Nicodemus made a motion to approve the Minutes, seconded by Shanette Strickland; ten affirmative votes, no negative votes; Minutes stand approved.

4. New Business

Ms. Cline: Briefing on changes to 9.66 (D). Any materials deemed confidential by the recent change in the ORC must be addressed in executive session if a TIRC member would like more information.

TIF Report #1

5. Broad Street TIF (Ord 103-2018)

Ms. Gishel: In Franklin County we received \$318,173.63 gross.

Charles McCroskey inquires as to what the intended use of the funds from this TIF are. Mr. Meyer and Mr. Shook indicate that the city has not committed to using the funds on any infrastructure improvements as of yet. Mr. Shook elaborates that the city is considering using the funds for Waggoner Road improvements.

Lois Carson made a motion to accept the report of the Broad Street TIF and continue the exemption, seconded by Joe Laborie; ten affirmative votes, no negative votes; the Motion carried.

TIF Report #2

6. Brice Road TIF (30-99, 31-99, 32-99 Project TIF's), 2018 Main- Brice TIF (Ord. 102-2018), * Waggoner Road Incentive District TIF (92-2020), & * Wilson Ridge and Rosehill Incentive District TIF (Ord. 10-2023)

Ms. Gishel: We received \$188,184.42 from the Brice Road TIF. For the 2028 Main-Brice TIF we received \$1,539,540.82.

Mr. Meyer: Wilson Ridge and Rosehill is Ryan Homes project. April 30th, 2025 Rosehill incentive district TIF was approved (2025-2034). 10-year 75%. No collection in FY 2025. In process of submitting for Wilson Ridge. It has met its threshold. For Waggoner Road the city has received approved DTE 24's on July 21st, 2025 for districts 1 and 2 out of a total of 6 districts. July 14, 2025, state received DTE 24 for district 3, it has yet to be approved. Intending to file for district 5. Each district is a 10-year 75% TIF. M/I Homes Springhill Farms subdivision.

Chris Shook made a motion to accept the report of the TIF Report and continue the exemption, seconded by Joe Laborie; ten affirmative votes, no negative votes; the Motion carried

CRA Report

7. * Pre 94 CRA (Ord. 60-84, 95-86, 61-89, 134-89, 89-92, Combined 26-97)

Mr. Meyer: For informational purposes only. We do not have any active abatements here.

8. * East Main CRA (59-2022)

Mr. Gishel: The city confirmed that owner met local tax withholding requirements as outlined by the CRA for this period.

Mr. Meyer: CRA spans both Franklin and Licking County. We have one active CRA Agreement in this area. DTE was filed for 2025. Despite approval from the state, the grantee has indicated that property taxes have not yet been abated.

Emily Hatfield made a motion to accept the report of the East Main CRA and continue the abatement, seconded by Joe Laborie; ten affirmative votes, no negative votes; the Motion carried

9. Other Business

No other business was brought before or addressed by the Board.

10. Adjournment

Ms. Cline adjourned the meeting at 2:14 PM

Reynoldsburg

MINUTES

2026 FAIRFIELD COUNTY TIRC MONDAY, June 22, 2026

PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM 7232 MAIN ST, REYNOLDBURG, OH 43068

1/2. Dr. Carri Brown, Fairfield County Auditor

Dr. Carri Brown called the meeting to order at 2:37 PM

Present: Dr. Carri Brown, Vince Carpico, Jeff Porter, Anthony Iachini, Chris Shook, Shanette Strickland, Vince Utterback, Emily Hatfield, and Cherrelle Turner

3. Information on Fairfield County Website

Dr. Brown: Informs the board as the change in policy by Fairfield County to not list TIRC minutes on their website to stay in compliance with the new confidentiality rules from the changes to ORC 9.66 (D). If the changes that have already passed the legislature take effect via signature from the governor, then the county will again display the minutes publicly.

4. Per ORC 57.0985, the county must select a vice-chair.

Chris Shook nominated Jeff Porter, seconded by Vince Utterback; nine affirmative votes, no negative votes; the Motion carried.

4. Approval of 2025 Minutes

Jeff Porter made a motion to approve the Minutes, seconded by Shanette Strickland; nine affirmative votes, no negative votes; Minutes stand approved as submitted.

5. Executive Session

Jeff Porter made a motion to go into executive session via ORC Section 121.22 (G)(5) to discuss matters required to be kept confidential regulations of state statute.

Chris Shook requests an amendment to the motion that Shannon Sorrell, Lori Gishel, Eric Meyer, and Jonathan Kabat be included in executive session as necessary staff to conduct the business of the meeting.

Jeff Porter accepts the amendment to the motion, seconded by Anthony Iacini; nine affirmative votes, no negative votes; the Motion carried.

The Tax Incentive Review Council entered into Executive Session at 2:43 PM.

Shanette Strickland made a motion to go out of Executive Session, seconded by Emily Hatfield; nine affirmative votes, no negative votes; the Motion carried.

The Tax Incentive Review Council Executive Session ended at 2:46 PM.

6. Taylor Square TIF – Recommendation of TIRC

Chris Shook made a motion to accept the report of the Taylor Square TIF and recommend continuation of the agreement, seconded by Anthony Iacini; nine affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Dr. Brown indicates coordination will with Franklin and Licking County's scheduling when scheduling next year's meeting.

Vince Utterback made a motion to adjourn the meeting, seconded by Vince Carpico.

Dr. Carri Brown adjourned the meeting at 2:47 PM.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance to Establish Section 705 **Permitting** Short-Term Rentals as a Chapter of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Establish Section 705 **Permitting Short-Term Rentals as a Chapter of the Codified Ordinances of the City of Reynoldsburg**

WHEREAS, the state of Ohio does not regulate or license the operation of short-term rentals, leaving it up to local governments to determine how to regulate their use in municipalities; and

WHEREAS, this Council recognizes that short-term rentals have proven to require increased calls for service from first responders and can be associated with crime, noise complaints, and occupancy violations; and

WHEREAS, the City of Reynoldsburg has experienced multiple significant incidents where the use of a short-term rental property was associated with noise, firearms, and, unfortunately, injury to persons and property; and

WHEREAS, the Council of the City of Reynoldsburg seeks to prevent similar incidents in the future and promote public safety; and

WHEREAS, this Council recognizes that short-term rentals bring commercial activity into non-commercial zoning districts that property owners may reasonably expect will be free of any such commercial activity; and

WHEREAS, the Council of the City of Reynoldsburg finds it to be in the best interest of the City to enact Section 705 of the Codified Ordinances of the City of Reynoldsburg **to set guidelines for** the operation of short-term rentals **to maintain** public peace, safety, and general welfare.

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

SECTION 1. That Part Seven, Chapter 705 of the Codified Ordinances of the City of Reynoldsburg be added to read as follows:

SEE ATTACHED EXHIBIT A.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect **January 1, 2027** following signature by the Mayor.

Chapter 705

Short-term Rentals

<u>705.01</u>	Statement of purpose and intent.
<u>705.02</u>	Definitions.
<u>705.03</u>	Permit Required.
<u>705.04</u>	Short-Term Rental Registration and Renewal.
<u>705.05</u>	Short-Term Rental Operator Requirements.
<u>705.06</u>	Minimum Number of Rental Nights.
<u>705.07</u>	Grounds for Denial.
<u>705.08</u>	Grounds for Revocation.
<u>705.99</u>	Penalties.

705.01 STATEMENT OF PURPOSE AND INTENT.

Short-term rentals offer transient sleeping accommodations to guests for compensation and are a commercial activity directly analogous to the service offered by hotels. Unlike hotels, short-term rentals are not licensed or otherwise regulated by the state. The regulation of short-term rentals therefore is left to local governments. Short-term rentals have been known to require increased calls for service from emergency responders due to incidents of crime, noise disturbances, or occupancy violations. The City of Reynoldsburg has therefore adopted the following regulations for short-term rental properties to further public safety and the general welfare.

705.02 DEFINITIONS.

As used in this chapter:

(a) "Short-term rental" means any dwelling with five or fewer guestrooms that is reserved/rented wholly or partly for any form of consideration for less than thirty (30) consecutive days by a short-term rental guest, whether such consideration is paid directly by the short-term rental guest or collected by a hosting platform and remitted to the short-term rental operator. "Short-term rental" does not include a room in any hotel, motel, or bed and breakfast, as defined elsewhere in the Codified Ordinances.

(b) "Dwelling" means any structure or shelter, whether of residential or commercial design and whether of permanent or temporary construction, used, or attempted to be used, as a short-term rental.

(c) "Hosting platform" means an entity that participates in the short-term rental business/industry by providing for or facilitating a booking service through a website, application, or other digital or non-digital means whereby a short-term rental host may offer, list, advertise, or market a short-term rental to a potential short-term rental guest.

(d) "Primary Residence" means a residence that is the usual place of return for housing as documented by at least two of the following: motor vehicle registration, driver's license, tax documents, lease copy or a utility bill. An owner or permanent occupant can only have one primary residence.

(e) "Short-Term Rental Guest" means persons renting temporary lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than 30 consecutive days.

(f) "Short-Term Rental Operator" means persons operating, letting, listing, advertising, or otherwise making available, any dwelling within the City of Reynoldsburg for the purpose of a short-term rental.

Chapter 705

Short-term Rentals

705.03 PERMIT REQUIRED.

(a) No person shall operate, let, rent, list, advertise, or otherwise make available, any dwelling in any district of the City of Reynoldsburg for the purpose of a short-term rental without registering in accordance with this chapter.

(b) The dwelling being operated as a short-term rental must either be owned by the short-term rental operator or be the primary residence of the short-term rental operator.

(c) A registration application may be submitted at any time to the Mayor, or his/her designee. If the registration application is approved, such registration shall take effect on the day of approval and shall expire on December 31st of the year approved; provided, however, that if an initial registration application is approved on or after September 1, the registration shall be effective until December 31 of the next calendar year.

(1) Registration to operate a short-term rental shall be renewed by the applicant before the end of each calendar year.

(2) The deadline for submitting an application for renewal shall be the first Monday of November of the year in which the registration is set to expire. Failure to renew shall result in expiration on December 31st. If a permit is successfully renewed, it shall be in effect for the next calendar year, beginning on January 1st and expiring on December 31st of the same year.

(d) The short-term rental operator must maintain a copy of the permit on premises.

705.04 SHORT-TERM RENTAL REGISTRATION AND RENEWAL.

(a) An application for a short-term rental permit, and/or renewal of a permit, shall be made to the Mayor, or his/her designee, upon approved forms, for an application fee of \$225. City Council shall have authority to amend the fee amount from time to time to reflect the costs of administering this chapter.

(b) The application for a permit to operate a short-term rental shall contain the following information:

(1) Name of the applicant, including mailing address, telephone number, and email address;

(2) Sufficient information to demonstrate compliance with either the permanent occupancy or ownership requirements outlined in § 705.03(b);

(3) The names of all hosting platforms that are used by the short-term rental host and proof of rental insurance for the unit rental;

(4) The names of all advertising outlets in which the short-term rental host intends to advertise such rental if the short-term rental host is not using a hosting platform;

(5) The maximum number of occupants that will be accommodated at the short-term rental, not to exceed two per bedroom;

(6) The maximum number of motor vehicles that will be permitted to park at the short-term rental; this number shall not exceed the number that can be garaged on-premises, plus two that may park in a driveway, plus two that may park on-street;

(7) An affidavit attesting that the short-term rental operation is in compliance with all applicable local, state, and federal laws and regulations concerning the provision of sleeping accommodations to transient guests.

(c) The applicant must notify the Mayor, or his/her designee, of any change in information contained in the permit application within ten days of the change.

(d) Any change in ownership of the dwelling shall void the current registration and shall require submission and approval of a new registration application.

Chapter 705

Short-term Rentals

(e) A short-term rental shall be assigned an individual registration account number that must be prominently posted with the unit on a hosting platform or in any other advertisement regarding the unit. Said valid registration shall be displayed but removed upon expiration.

705.05 SHORT-TERM RENTAL OPERATOR REQUIREMENTS.

- (a) One short-term rental registration per short-term rental operation may be issued.
- (b) A short-term rental host shall provide written notice to a short-term rental guest of any known, non-obvious, or concealed condition, whether human-made or artificial, which may present a danger to the short-term rental guest, and shall designate a local 24-hour emergency contact person for the short-term rental.
- (c) *Records required.* Short-term rental hosts that offer short-term rentals shall retain and, upon request, make available to the Mayor, or his/her designee, official records to demonstrate compliance with this section, including, but not limited to, ownership or primary residency, the dates and duration of each stay in the short-term rental, the rate charged for each short-term rental on each night, the maximum occupancy permitted at the short-term rental, and the maximum number of motor vehicles permitted at the short-term rental. Additionally, short-term rental operators must retain and, upon request, make available to the Mayor, or his/her designee, information regarding any specific rental stay, including, but not limited to, the number of renters/guests that will be present, the duration of the stay and approximate time frames for occupancy, the number of vehicles that will be present, and a contact number for the rental host that may be used 24/7 for any issues related to the short-term rental unit during the stay.

705.06 MINIMUM NUMBER OF RENTAL NIGHTS.

- (a) Short-term rental operators are prohibited from offering a stay of only one or two nights. For each rental period or stay, transient guests must book at least three nights total.

705.07 GROUNDS FOR DENIAL.

- (a) The Mayor, or his/her designee, shall approve a registration, or grant the renewal of an existing registration, except as provided in divisions (b) and (c) of this section.
- (b) The Planning Director, or his/her designee, shall deny any application for a new registration, or renewal of registration, if any of the following are shown to have occurred at the short-term rental property:
 - (1) The applicant makes a material misrepresentation of fact on the application;
 - (2) The applicant or owner of the short-term rental has been convicted of violating § 705.06;
 - (3) The short-term rental host is not in good standing with the Regional Income Tax Agency (RITA).
 - (4) The short-term rental has a documented history of repeated conduct that endangers neighborhood safety or of conditions interfering with the use and enjoyment of property within its vicinity; or of conduct in violation of § 705.06.
- (c) Evidence of conduct under divisions (a) and (b) of this section need only be that of de facto violation of law; evidence of conviction is not a prerequisite for denial unless specifically indicated.

705.08 GROUNDS FOR REVOCATION.

- (a) The Mayor, or his/her designee, may revoke and/or suspend a short-term rental registration if a unit is listed on a hosting platform or advertised elsewhere without the registration number as

Chapter 705

Short-term Rentals

required under § 705.04(e); or is perpetuating conditions interfering with use and enjoyment of properties within its vicinity; or is delinquent in filing or payment with the Regional Income Tax Agency (RITA); or has exceeded the limitation set forth in § 705.06. Conditions interfering with use and enjoyment of properties within the vicinity of a short-term rental include, but are not limited to:

(1) Noise audible beyond the boundary of the property on which the short-term rental is located;

(2) Occupancy by a number of guests exceeding the maximum number included in the registration for the short-term rental;

(3) Parking of a number of motor vehicles exceeding the maximum number included in the registration for the short-term rental; or

(4) Uninvited entry of short-term rental occupants upon private property within 500 feet of the short-term rental.

(b) A violation of any of the conditions in § 705.08(a) shall result in progressive discipline:

(1) Upon the first violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering for six months from the date of termination.

(2) Upon the second violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering for one year from the date of termination.

(3) Upon the third violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering at any time in the future.

705.99 PENALTIES.

(a) Whoever violates any provision of this chapter shall be guilty of an unclassified misdemeanor and shall be fined not more than \$250. Upon subsequent convictions within a two-year period, the penalty shall be an unclassified misdemeanor but the guilty party shall be fined not more than \$1,000, in addition to any other penalties as imposed by this chapter.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

two read emergency

REASON FOR EMERGENCY:

in order to meet project timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT A), APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the 2026 Street Improvement Project; and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and best for the project is Strawser Paving Company; and

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, the experience to properly complete the project, and has recommended that the contract for the 2026 Street Maintenance and Improvements Project be awarded to Strawser Paving Company for \$4,242,419.70.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Strawser Paving Company for the 2026 Street Maintenance and Improvement Project in the amount of \$4,242,419.70 for associated project costs as follows.

SECTION 2. That an additional \$339,394.00 be authorized in contingency funds for the 2026 Street Maintenance and Improvement Project for a total not to exceed project cost as follows:

BASE BID TOTAL	\$4,242,419.70
Contingency (8%):	\$339,394.00
TOTAL	\$4,581,813.70

SECTION 3. That the following appropriations shall be made in an amount of \$3,213,121.70 from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 4. That an amount of \$878,551.00 from the unappropriated Water Fund (710) be appropriated to account 710.000.0209.5659 2026 Street Improvement & Maintenance Miscellaneous Infrastructure.

SECTION 5. That an amount of \$440,141.00 from the unappropriated Storm Water Fund (740) be appropriated to account 740.000.0209.5623 2026 Street Improvement & Maintenance Stormwater Lines.

SECTION 6. That an amount of \$50,000.00 from the unappropriated Permissive Tax Fund (230) be appropriated to account 230.000.0209.5651 Street Resurfacing

SECTION 7. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



MEMO

Date: June 29, 2026
To: William Dorman, Director of Public Service
From: Mitchell Yake, PE
Subject: 2026 Street Program – Contract A - Bid Results
Copies: File

EMH&T has completed bid tabulation and analysis. The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors and 10% for Contingency and Construction Services. For this memo, EMH&T is assuming the City will want to select the apparent low bidder, Strawser Paving Company with a base bid in the amount of \$ 4,242,419.70

Base Bid Amount:.....\$ 4,242,419.70
Recommended Contingency (~10%):.....\$ 425,000.00
Construction Management/Inspection (DLZ):.....\$ TBD

Total Construction Phase Budget:.....\$ 4,667,419.70 + DLZ Fee

I have attached the Bid Tabulation to this memorandum for your review. The prices for all bids are competitive and within reason of our probable engineers estimate. EMH&T has prepared a formal Award Recommendation Letter and Notice of Award for the City's execution. Once the funding legislation is in place, return signed copies of the Notices of Award to EMH&T to prepare the contracts to be routed for execution and deliver to City. If you have any other questions, please feel free to contact me at 614-775-4209.

Attachments: Bid Tabulation
Award Recommendation Letters
Notice of Award



June 29, 2026

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: 2026 Street Program – Contract A

Dear Mr. Dorman,

We have completed our analysis of the bids received on June 26, 2026, for the Reynoldsburg **2026 Street Program – Contract A**. Based on our review of the public bid results, we recommend that the contract be awarded to Strawser Paving Company for the amount of **\$ 4,242,419.70** for the work included under the Base Bid. Strawser Paving Company appears to be qualified for this type of work, and their prices are competitive compared to recent projects of similar scope. Strawser Paving Company has completed work in the City in recent years.

Please review the enclosed information. Once City Council authorizes the contracts for construction, please have the Mayor sign the Notice of Award and forward it to me. Once I receive that, we will prepare conformed copies of the contract documents and forward them to the selected Contractors for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read 'Mitchell Yake'.

Mitchell Yake, PE

Attachments:

Bid Tabulation
Notice of Award

City of Reynoldsburg, Ohio
2026 Street Program - Contract A

EMH&T JN: 2026-0267
Bids Received: June 26, 2026

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Company 1595 Frank Road Columbus, OH 43223		Decker Construction Company 3042 McKinley Avenue Columbus, OH 43204	
						Price	Extension	Price	Extension	Price	Extension
Base Bid											
1	CMSC	203	Excavation and Pavement Removal (Road Reconstruction)	3,344	CY	\$60.50	\$202,312.00	\$80.00	\$267,520.00	\$52.09	\$174,188.96
2	CMSC	203*	Excavation & Granular Replacement with Item 304 Limestone, D=6"	1,004	SY	\$44.00	\$44,176.00	\$48.00	\$48,192.00	\$41.66	\$41,826.64
3	CMSC	204	Subgrade Compaction (Road Reconstruction)	10,032	SY	\$2.50	\$25,080.00	\$2.25	\$22,572.00	\$2.46	\$24,678.72
4	CMSC	204*	Geogrid: Tensor BX-1200 or Equal	10,032	SY	\$3.00	\$30,096.00	\$3.00	\$30,096.00	\$3.50	\$35,112.00
5	CMSC	253*	Full Depth Pavement Repair, Per Detail	84	SY	\$125.00	\$10,500.00	\$240.00	\$20,160.00	\$309.16	\$25,969.44
6	CMSC	254	Planing, T=2.5-in +/- (To Concrete Base)	49,439	SY	\$4.00	\$197,756.00	\$3.40	\$168,092.60	\$5.00	\$247,195.00
7	CMSC	254	Planing, T=1.5-in +/- (Alley Resurfacing)	2,284	SY	\$3.80	\$8,679.20	\$3.40	\$7,765.60	\$6.13	\$14,000.92
8	CMSC	259*	Driveway Replacement, Type 3B, Per R-3	29	SY	\$115.50	\$3,349.50	\$150.00	\$4,350.00	\$174.20	\$5,051.80
9	CMSC	301	Bituminous Aggregate Base, T=3-in	836	CY	\$192.50	\$160,930.00	\$240.00	\$200,640.00	\$231.82	\$193,801.52
10	CMSC	304	Aggregate Base, T=6-in	1,672	CY	\$110.00	\$183,920.00	\$90.00	\$150,480.00	\$81.76	\$136,702.72
11	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	12,322	Gal	\$4.50	\$55,449.00	\$3.00	\$36,966.00	\$4.60	\$56,681.20
12	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	22,248	LF	\$5.50	\$122,364.00	\$5.00	\$111,240.00	\$6.08	\$135,267.84
13	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5-in, PG 64-22	418	CY	\$253.00	\$105,754.00	\$300.00	\$125,400.00	\$263.32	\$110,067.76
14	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5-in, PG 64-22 (Resurfacing)	4,441	TONS	\$129.80	\$576,441.80	\$146.00	\$648,386.00	\$133.70	\$593,761.70
15	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), T=1.5-in +/-	418	CY	\$220.00	\$91,960.00	\$260.00	\$108,680.00	\$249.32	\$104,215.76
16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0-in +/- (Resurfacing)	2,747	TONS	\$126.50	\$347,495.50	\$150.00	\$412,050.00	\$133.70	\$367,273.90
17	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential). Class "COC MS"	485	SY	\$129.80	\$62,953.00	\$150.00	\$72,750.00	\$159.30	\$77,260.50
18	CMSC	604	Remove and Replace Curb and Gutter Inlet, Per ST-10	20	EA	\$5,500.00	\$110,000.00	\$1,500.00	\$30,000.00	\$8,300.60	\$166,012.00
19	CMSC	608	Detectable Warning System, 2' x 4', Per COC 1551, Type E, Red	74	EA	\$495.00	\$36,630.00	\$150.00	\$11,100.00	\$576.45	\$42,657.30
20	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10A	6,582	SF	\$15.00	\$98,730.00	\$15.00	\$98,730.00	\$20.55	\$135,260.10
21	CMSC	608	Concrete Curb Ramps & Sidewalk, Per R-10A	3,091	SF	\$14.00	\$43,274.00	\$15.00	\$46,365.00	\$20.55	\$63,520.05
22	CMSC	609	Remove & Replace Concrete Curb & Gutter (Continuous), T=6-in, Per R-6	7,684	LF	\$55.00	\$422,620.00	\$39.00	\$299,676.00	\$40.55	\$311,586.20
23	CMSC	609	Remove & Replace Concrete Curb & Gutter (Spot), T=6-in, Per R-6	651	LF	\$65.00	\$42,315.00	\$65.00	\$42,315.00	\$65.80	\$42,835.80
24	CMSC	609*	Remove & Replace Concrete Curb & Gutter (Spot), T=6-in, Per R-6	1,510	LF	\$65.00	\$98,150.00	\$65.00	\$98,150.00	\$65.80	\$99,358.00
25	CMSC/SS	644	Stop Bars, 24-in White	195	LF	\$11.00	\$2,145.00	\$9.50	\$1,852.50	\$10.45	\$2,037.75
26	CMSC/SS	644	Crosswalk Line, 12-in White	2,600	LF	\$6.00	\$15,600.00	\$4.20	\$10,920.00	\$4.64	\$12,064.00
27	SS	SPEC	Mill Butt Joints	865	LF	\$25.00	\$21,625.00	\$8.00	\$6,920.00	\$14.00	\$12,110.00
28	CMSC	423	Crack Sealing with Routing, Type IV	840	Lbs	\$15.00	\$12,600.00	\$17.50	\$14,700.00	\$19.58	\$16,447.20
29	CMSC	608*	Remove and Replace Concrete Sidewalk, T=4-in, Per R-9	980	SF	\$20.00	\$19,600.00	\$15.00	\$14,700.00	\$20.55	\$20,139.00
30	CMSC	801	6-in Water Pipe and Fittings with Backfill Per Plan	85	LF	\$225.00	\$19,125.00	\$878.00	\$74,630.00	\$347.33	\$29,523.05
31	CMSC	801	8-in Water Pipe and Fittings with Backfill Per Plan	2,378	LF	\$275.00	\$653,950.00	\$242.00	\$575,476.00	\$283.72	\$674,686.16
32	CMSC	801*	Ductile Iron Fittings, Increase or Decrease	500	Lbs	\$6.00	\$3,000.00	\$7.00	\$3,500.00	\$12.25	\$6,125.00
33	CMSC	802	6-in Valve and Appurtenances	4	Ea.	\$2,000.00	\$8,000.00	\$2,375.00	\$9,500.00	\$2,139.65	\$8,558.60
34	CMSC	802	8-in Valve and Appurtenances	10	Ea.	\$2,800.00	\$28,000.00	\$3,180.00	\$31,800.00	\$3,116.73	\$31,167.30
35	CMSC	805	3/4-in Water Service, Transferred (Short) with New Box	19	Ea.	\$4,500.00	\$85,500.00	\$3,585.00	\$68,115.00	\$4,212.26	\$80,032.94
36	CMSC	805	3/4-in Water Service, Transferred (Long) with New Box	20	Ea.	\$5,800.00	\$116,000.00	\$4,270.00	\$85,400.00	\$5,550.21	\$111,004.20

City of Reynoldsburg, Ohio
2026 Street Program - Contract A

EMH&T JN: 2026-0267
Bids Received: June 26, 2026

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Company 1595 Frank Road Columbus, OH 43223		Decker Construction Company 3042 McKinley Avenue Columbus, OH 43204	
						Price	Extension	Price	Extension	Price	Extension
37	CMSC	808	6-in Water Main Abandoned	1	Ea.	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$24,191.00	\$24,191.00
38	CMSC	809	Fire Hydrant, Type A (Per Std Dwg. L-6637A)	4	Ea.	\$8,300.00	\$33,200.00	\$4,100.00	\$16,400.00	\$7,040.43	\$28,161.72
39	CMSC	810*	6-in Fire Hydrant Extension	2	Ea.	\$1,700.00	\$3,400.00	\$705.00	\$1,410.00	\$1,185.11	\$2,370.22
40	CMSC	810*	12-in Fire Hydrant Extension	1	Ea.	\$1,900.00	\$1,900.00	\$820.00	\$820.00	\$1,323.07	\$1,323.07
41	CMSC	811*	Increase or Decrease in Excavation or Backfill	100	CY	\$75.00	\$7,500.00	\$87.00	\$8,700.00	\$106.06	\$10,606.00
42	CMSC	Spec.	As-built Coordinate Table	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$5,355.00	\$5,355.00
43	CMSC	207	Sedimentation and Erosion Control	1	LS	\$7,500.00	\$7,500.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
44	CMSC	614	Maintaining Traffic, As Per Plan	1	LS	\$75,000.00	\$75,000.00	\$85,500.00	\$85,500.00	\$183,785.00	\$183,785.00
45	CMSC	623	Construction Layout Stakes	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$38,000.00	\$38,000.00
46	CMSC	624	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
47	CMSC	653	Topsoil Furnished and Placed, D=3"	20	CY	\$75.00	\$1,500.00	\$185.00	\$3,700.00	\$150.00	\$3,000.00
48	CMSC	659	Seeding and Mulching	130	SY	\$7.00	\$910.00	\$40.00	\$5,200.00	\$10.00	\$1,300.00
49	CMSC	659	Watering	1	LS	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
*Contingency Items											
BIDDER'S TOTAL FOR BASE BID =						\$4,263,990.00		\$4,242,419.70		\$4,614,273.04	
CORRECTED BIDDER'S TOTAL FOR BASE BID =						N/A		N/A		N/A	
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder										
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder										
BIDDER'S TOTAL FOR CONTRACT A =						\$4,263,990.00		\$4,242,419.70		\$4,614,273.04	
						BY:  Mitchell Yake, PE					
						Evans, Mechwart, Hambleton & Tilton, Inc.					
						5500 New Albany Road					
						Columbus, OH 43054					

2026 Street Program - Contract A

EMH&T JN: 2026-0267

Bids Received: June 26, 2026

Bids Received: June 26, 2026

Bid	Contractor	Bid Amount	Contingency Budget (10%)	Inspection Budget (10%)	Total Budget Amount
Base Bid	JLD Construction Services LLC	\$4,242,419.70	\$424,241.97	\$424,241.97	\$5,090,903.64



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the 2026 Street Maintenance and Improvement Project (Contract B), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Two-read emergency

REASON FOR EMERGENCY:

in order to meet bid document timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY, INC. PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT B), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg opened bids for the 2026 Street Improvement Project (Contract B); and

WHEREAS, the City Engineer has reviewed the proposal that was submitted and has determined that the lowest and best bid for the project is Pavement Technology, Inc.; and

WHEREAS, the City Engineer has also concluded that Pavement Technology, Inc. has the ability, resources, experience to properly complete the project, and has the recommendation for the 2026 Street Maintenance and Improvements Project (Contract B) be awarded to Pavement Technology, Inc. for \$27,939.84.

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

REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Pavement Technology, Inc. for the 2026 Street Maintenance and Improvement Project (Contract B) in the amount of \$27,939.84 for associated project costs.

SECTION 2. That an additional \$2,235.00 be authorized as contingency funds for the 2026 Street Maintenance and Improvement Project for a total not to exceed project cost as follows:

BASE BID TOTAL	\$27,939.84
Contingency (8%):	\$2,235.00
GRAND TOTAL	\$30,174.84

SECTION 3. That the following appropriations shall be made in an amount of \$30,174.84 from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



MEMO

Date: June 29, 2026

To: William Dorman, Director of Public Service

From: Mitchell Yake, PE

Subject: 2026 Street Program – Contract B - Bid Results

Copies: File

EMH&T has completed bid tabulation and analysis. The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors and 10% for Contingency and Construction Services. For this memo, EMH&T is assuming the City will want to select the apparent low bidder, Pavement Technology, Inc. with a base bid in the amount of \$ 27,939.84

Base Bid Amount:.....\$ 27,939.84

Recommended Contingency (~10%):.....\$ 2,800.00

Construction Management/Inspection (DLZ):.....\$ TBD

Total Construction Phase Budget:.....\$ 30,739.84 + DLZ Fee

I have attached the Bid Tabulation to this memorandum for your review. The prices for all bids are competitive. EMH&T has prepared a formal Award Recommendation Letter and Notice of Award for the City's execution. Once the funding legislation is in place, return signed copies of the Notices of Award to EMH&T to prepare the contracts to be routed for execution and deliver to City. If you have any other questions, please feel free to contact me at 614-775-4209.

Attachments: Bid Tabulation
Award Recommendation Letters
Notice of Award



June 29, 2026

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: 2026 Street Program – Contract B

Dear Mr. Dorman,

We have completed our analysis of the bids received on June 26, 2026, for the Reynoldsburg **2026 Street Program – Contract B**. Based on our review of the public bid results, we recommend that the contract be awarded to Pavement Technology, Inc. for the amount of **\$ 27,939.84** for the work included under the Base Bid. Pavement Technology, Inc. appears to be qualified for this type of work, and their prices are competitive compared to recent projects of similar scope. Pavement Technology, Inc. has completed work in the City in recent years.

Please review the enclosed information. Once City Council authorizes the contracts for construction, please have the Mayor sign the Notice of Award and forward it to me. Once I receive that, we will prepare conformed copies of the contract documents and forward them to the selected Contractors for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read 'Mitchell Yake', written in a cursive style.

Mitchell Yake, PE

Attachments:

Bid Tabulation
Notice of Award

City of Reynoldsburg, Ohio

2026 Street Program - Contract B

EMH&T JN: 2026-0267

Bids Received: June 26, 2026

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Pavement Technology, Inc. 24144 Detroit Road Westlake, OH 44145	
						Price	Extension	Price	Extension
Base Bid									
1	SS	SPEC	Reclamite, Asphalt Rejuvenating Agent	21,828	SY	\$2.00	\$43,656.00	\$1.28	\$27,939.84
*Contingency Items									
BIDDER'S TOTAL FOR BASE BID =						\$43,658.00		\$27,939.84	
CORRECTED BIDDER'S TOTAL FOR BASE BID =						N/A		N/A	
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder								
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder								
BIDDER'S TOTAL FOR CONTRACT B =						\$43,658.00		\$27,939.84	
BY: 									
Mitchell Yake, PE									
Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054									



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services Pertaining to the 2026 Street Maintenance and Improvement Project (Contract A and B), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Two-read emergency

REASON FOR EMERGENCY:

In order to coincide with the bid document timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DLZ FOR CONSTRUCTION INSPECTION SERVICES PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT A AND B), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the 2026 Street Improvement Project (Contract A and B); and

WHEREAS, the City Engineer has reviewed the bids submitted and determined that the lowest and best bidders are Strawser Paving Company (Contract A) and Pavement Technology, Inc. (Contract B); and

WHEREAS, the City Engineer has also concluded that both Strawser Paving Company (Contract A) and Pavement Technology, Inc. (Contract B) have the ability, resources, experience to properly complete this project; and

WHEREAS, DLZ has provided the following proposal for Construction Inspection Services

pertaining to the City's 2026 Street Improvement Project (Contract A and B) in the amount of \$304,923.20.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with DLZ for \$304,923.20 for Construction Inspection Services pertaining to the City's 2026 Street Improvement Project (Contract A and B).

SECTION 2. That \$304,923.20 be appropriated from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to further facilitate the project to meet contract deadlines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



July 6, 2026

Mr. William Dorman
Public Service/Building Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

RE: Construction Management, Inspection & Material Testing Proposal
City of Reynoldsburg General Engineering Services Agreement – Task 27
2026 Paving Program – Contract A

William,

As you requested, DLZ has prepared this scope of services for Construction Management, Inspection and Material Testing for the City's 2026 Paving Program for Contract A. We have also attached our fee estimate sheet. DLZ proposes to perform the following:

SCOPE OF SERVICES

DLZ will provide field personnel, equipment, laboratory services and office support personnel to perform Construction Services as detailed below:

1. Construction Management/Administration

- 1.1. Assist in scheduling and conducting a preconstruction coordination meeting.
 - 1.1.1. DLZ will provide the following:
 - 1.1.1.1. Sign-in sheet.
 - 1.1.1.2. Meeting agenda.
 - 1.1.1.3. Prepare final meeting minutes.
- 1.2. Assist in scheduling and conducting weekly progress meetings, or less frequently based upon the needs of the City and/or project.
 - 1.2.1. DLZ will provide the following:
 - 1.2.1.1. Sign-in sheet.
 - 1.2.1.2. Meeting agenda.
 - 1.2.1.3. Prepare final meeting minutes.
- 1.3. DLZ will coordinate, log, and track shop drawings and submittals. Review and final determination of shop drawing and submittal acceptance will be performed by others.
- 1.4. DLZ will coordinate, log, and track RFI's. Review and final determination of RFI's will be performed by others.
- 1.5. DLZ will coordinate waterline chlorination requests.
- 1.6. Schedule and conduct on-site field meetings as needed.
- 1.7. Review initial and monthly progress schedules.
- 1.8. Provide recommendations with respect to time extension requests generated by the Contractor.

- 1.9. Provide recommendations and guidance to mitigate delays.
 - 1.10. Review Contractor generated pay applications and change orders.
 - 1.11. Provide recommendations and guidance with respect to project change orders.
 - 1.12. Issue Field Work Orders and Engineering Field Letters as needed.
2. Construction Inspection & Materials Testing
- 2.1. Provide an on-site field representative to observe and document construction activities and perform materials testing as required based on the maximum hours and rates as indicated on the attached fee estimate.
 - 2.2. Prepare daily documentation of site activities to include quantity tracking.
 - 2.3. Coordinate with project affected residents or businesses and help remediate concerns or issues.
 - 2.4. Observe conformance with the approved plans for installation of site storm, sanitary sewer, and waterline to include pipe mandrel testing, pressure testing and chlorination.
 - 2.5. Provide a Construction Observer Manager or Engineer on-site for proof rolls.
 - 2.6. Perform compaction testing using a Density Gauge (nuclear or non-nuclear) on right-of-way (ROW) embankment, utility backfill material within the upper 3-feet of the excavation, aggregate base, and asphalt concrete as required.
 - 2.7. If necessary, Laboratory testing will be performed on backfill materials, concrete, and asphalt concrete in accordance with the appropriate ASTM standard, ACI or other appropriate testing procedures and in accordance with the contract documents.
 - 2.8. Perform, prepare, and track project completion punch list.
 - 2.9. DLZ will maintain a field redline/as-built set of plans during construction duration and provide those plans to the Design Engineer for preparation of record drawings.
 - 2.10. Project documentation will be stored and accessed from DLZ's web-based Project Management System, e-Builder.
3. Exclusions
- 3.1. DLZ will not be responsible for the Contractor's means, methods, safety procedures, schedule, and survey.
 - 3.2. DLZ will not coordinate, document, or otherwise aid with utility relocations or ROW acquisition. These items will be performed by others.
 - 3.3. DLZ will not provide, prepare, or otherwise aid with Right-of-Way monumentation. These items will be performed by others.
 - 3.4. DLZ will not provide any project Survey services.

Services will be certified by a DLZ licensed Professional Engineer registered in the State of Ohio.

We propose to provide experienced technical personnel to perform the necessary testing in accordance with the project specifications. In addition, we propose to accomplish the work on a unit-rate basis in accordance with our attached fee schedule.



CLOSING

We appreciate the opportunity to provide the City of Reynoldsburg Construction Services for this very important project. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

DLZ OHIO INC.

Jody D. Sucharski, PE (OH, PA, IN, SC), CCM
Construction Services Director

AUTHORIZED – CITY OF REYNOLDSBURG

Name

Date

City of Reynoldsburg
REY - 2026 Paving Program
Contract A - Task 27
Fee Estimate - DLZ Ohio, Inc.

Task No.	Task	Staff Man-hours											LABOR	DIRECT COSTS	SUBCONSULTANT FEE	TASK TOTAL
		CM/CE2	PM/CE1	SPI	SPI OT	SWPPP PI	SWPPP PI OT									
	Billing Rates	\$275.00	\$205.26	\$127.51	\$191.27	\$100.00	\$150.00									
1.0	General															
1.01	Pre Bid Meeting	1	1									2	\$480.26			
1.02	Pre Construction Meeting	4	4	2								10	\$2,176.06			
1.03	Progress Meetings	12	24									36	\$8,226.24			
1.04	Pay Application Review	20	40									60	\$13,710.40			
1.05	Shop Drawing Review	20	40									60	\$13,710.40			
1.06	Constructability Plan Review											0	\$0.00			
1.07	Change Orders	20	40									60	\$13,710.40			
1.08	Active Project Management	60	120									180	\$41,131.20			
		137	269	2	0	0	0	0	0	0	0	408				\$93,144.96
2.0	PMIS (Project Management Information System)															
2.01	e-Builder License \$2,000 Each											0	\$0.00			
2.02												0	\$0.00			
		0	0	0	0	0	0	0	0	0	0	0				\$0.00
3.0	Field Project Representation															
3.01	General On-site Representation			720	80							800	\$107,108.40			
3.02	Sanitary Sewer											0	\$0.00			
3.03	Storm Sewer											0	\$0.00			
3.04	Water Line			120	16							136	\$18,361.44			
3.05	Streets - Boxout/Prep											0	\$0.00			
3.06	Electric/Lighting											0	\$0.00			
3.07	Curb & Gutter											0	\$0.00			
3.08	Streets - Fine Grade/Proofroll											0	\$0.00			
3.09	Streets - Aggregate Base											0	\$0.00			
3.10	Streets - Asphalt											0	\$0.00			
3.11	SWPPP Inspections (Monthly and Rain Events)					32						32	\$3,200.00			
3.12	Close-out Punch List			40								40	\$5,100.40			
		0	0	880	96	32	0	0	0	0	0	1008				\$133,770.24
4.0	Testing/Vehicle/Subsistence															
4.01	Concrete Cylinders (\$27 per cylinder)											120	\$3,240.00			
4.02	Moisture Density Curves & Gradation (\$93 per sample)											0	\$0.00			
4.03	Asphalt Content by Nuclear Method (\$379 per samples)											3	\$1,137.00			
4.04	Asphalt Sieve Analysis/Gradation (\$137 per samples)											7	\$959.00			
4.05	Asphalt Solvent Extraction/AC Content (\$270 per samples)											7	\$1,890.00			
4.06	Asphalt BSG (\$137 per samples)											4	\$548.00			
4.07	Asphalt MSG/Rice Test (\$150 per samples)											4	\$600.00			
4.08	Asphalt Marshall Specimens (\$137 per samples)											4	\$548.00			
4.09	Asphalt Percent Air Voids (\$62 per sample)											4	\$248.00			
4.10	Asphalt Content by Nuclear Method (\$81 per sample)											0	\$0.00			
4.11	Compaction Equipment (\$70 per day)											20	\$1,400.00			
4.12	Concrete Equipment (\$70 per day)											40	\$2,800.00			
4.13	Vehicle (\$75 per day)											130	\$9,750.00			
																\$23,120.00
	Total Hours	137	269	882	96	32	0	0	0	0	0	1416			DBE	0%
	Total Costs												\$226,915.20	\$23,120.00	incl. in labor and direct costs	\$250,035.20



July 6, 2026

Mr. William Dorman
Public Service/Building Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

RE: Construction Management, Inspection & Material Testing Proposal
City of Reynoldsburg General Engineering Services Agreement – Task 28
2026 Paving Program – Contract B

William,

As you requested, DLZ has prepared this scope of services for Construction Management, Inspection and Material Testing for the City's 2026 Paving Program for Contract B. We have also attached our fee estimate sheet. DLZ proposes to perform the following:

SCOPE OF SERVICES

DLZ will provide field personnel, equipment, laboratory services and office support personnel to perform Construction Services as detailed below:

1. Construction Management/Administration

- 1.1. Assist in scheduling and conducting a preconstruction coordination meeting.
 - 1.1.1. DLZ will provide the following:
 - 1.1.1.1. Sign-in sheet.
 - 1.1.1.2. Meeting agenda.
 - 1.1.1.3. Prepare final meeting minutes.
- 1.2. Assist in scheduling and conducting weekly progress meetings, or less frequently based upon the needs of the City and/or project.
 - 1.2.1. DLZ will provide the following:
 - 1.2.1.1. Sign-in sheet.
 - 1.2.1.2. Meeting agenda.
 - 1.2.1.3. Prepare final meeting minutes.
- 1.3. DLZ will coordinate, log, and track shop drawings and submittals. Review and final determination of shop drawing and submittal acceptance will be performed by others.
- 1.4. DLZ will coordinate, log, and track RFI's. Review and final determination of RFI's will be performed by others.
- 1.5. Schedule and conduct on-site field meetings as needed.
- 1.6. Review initial and monthly progress schedules.
- 1.7. Provide recommendations with respect to time extension requests generated by the Contractor.
- 1.8. Provide recommendations and guidance to mitigate delays.



- 1.9. Review Contractor generated pay applications and change orders.
- 1.10. Provide recommendations and guidance with respect to project change orders.
- 1.11. Issue Field Work Orders and Engineering Field Letters as needed.
2. Construction Inspection & Materials Testing
 - 2.1. Provide an on-site field representative to observe and document construction activities and perform materials testing as required based on the maximum hours and rates as indicated on the attached fee estimate.
 - 2.2. Prepare daily documentation of site activities to include quantity tracking.
 - 2.3. Coordinate with project affected residents or businesses and help remediate concerns or issues.
 - 2.4. Perform, prepare, and track project completion punch list.
 - 2.5. Project documentation will be stored and accessed from DLZ's web-based Project Management System, e-Builder.
3. Exclusions
 - 3.1. DLZ will not be responsible for the Contractor's means, methods, safety procedures, schedule, and survey.
 - 3.2. DLZ will not provide any project Survey services.

Services will be certified by a DLZ licensed Professional Engineer registered in the State of Ohio.

We propose to provide experienced technical personnel to perform the necessary testing in accordance with the project specifications. In addition, we propose to accomplish the work on a unit-rate basis in accordance with our attached fee schedule.

CLOSING

We appreciate the opportunity to provide the City of Reynoldsburg Construction Services for this very important project. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

DLZ OHIO INC.

Jody D. Sucharski, PE (OH, PA, IN, SC), CCM
Construction Services Director

AUTHORIZED – CITY OF REYNOLDSBURG

Name

Date

City of Reynoldsburg
REY - 2026 Paving Program
Contract B - Task 28
Fee Estimate - DLZ Ohio, Inc.

Task No.	Task	Staff Man-hours											LABOR	DIRECT COSTS	SUBCONSULTANT FEE	TASK TOTAL
		CM/CE2	PM/CE1	SPI	SPI OT	SWPPP PI	SWPPP PI OT					TOTAL				
	Billing Rates	\$275.00	\$205.26	\$127.51	\$191.27	\$100.00	\$150.00									
1.0	General															
1.01	Pre Bid Meeting	1	1									2	\$480.26			
1.02	Pre Construction Meeting	4	4	2								10	\$2,176.06			
1.03	Progress Meetings	4	4									8	\$1,921.04			
1.04	Pay Application Review	8	16									24	\$5,484.16			
1.05	Shop Drawing Review	8	20									28	\$6,305.20			
1.06	Constructability Plan Review											0	\$0.00			
1.07	Change Orders	8	16									24	\$5,484.16			
1.08	Active Project Management	8	20									28	\$6,305.20			
		41	81	2	0	0	0	0	0	0	0	124				\$28,156.08
2.0	PMIS (Project Management Information System)															
2.01	e-Builder License \$2,000 Each											0	\$0.00			
2.02												0	\$0.00			
		0	0	0	0	0	0	0	0	0	0	0				\$0.00
3.0	Field Project Representation															
3.01	General On-site Representation			160	16							176	\$23,461.84			
3.02	Sanitary Sewer											0	\$0.00			
3.03	Storm Sewer											0	\$0.00			
3.04	Water Line											0	\$0.00			
3.05	Streets - Boxout/Prep											0	\$0.00			
3.06	Electric/Lighting											0	\$0.00			
3.07	Curb & Gutter											0	\$0.00			
3.08	Streets - Fine Grade/Proofroll											0	\$0.00			
3.09	Streets - Aggregate Base											0	\$0.00			
3.10	Streets - Asphalt											0	\$0.00			
3.11	SWPPP Inspections (Monthly and Rain Events)											0	\$0.00			
3.12	Close-out Punch List			8								8	\$1,020.08			
		0	0	168	16	0	0	0	0	0	0	184				\$24,481.92
4.0	Testing/Vehicle/Subsistence															
4.01	Concrete Cylinders (\$27 per cylinder)											0	\$0.00			
4.02	Moisture Density Curves & Gradation (\$93 per sample)											0	\$0.00			
4.03	Asphalt Content by Nuclear Method (\$379 per samples)											0	\$0.00			
4.04	Asphalt Sieve Analysis/Gradation (\$137 per samples)											0	\$0.00			
4.05	Asphalt Solvent Extraction/AC Content (\$270 per samples)											0	\$0.00			
4.06	Asphalt BSG (\$137 per samples)											0	\$0.00			
4.07	Asphalt MSG/Rice Test (\$150 per samples)											0	\$0.00			
4.08	Asphalt Marshall Specimens (\$137 per samples)											0	\$0.00			
4.09	Asphalt Percent Air Voids (\$62 per sample)											0	\$0.00			
4.10	Asphalt Content by Nuclear Method (\$81 per sample)											0	\$0.00			
4.11	Compaction Equipment (\$70 per day)											0	\$0.00			
4.12	Concrete Equipment (\$70 per day)											0	\$0.00			
4.13	Vehicle (\$75 per day)											30	\$2,250.00			
																\$2,250.00
	Total Hours	41	81	170	16	0	0	0	0	0	0	308			DBE	0%
	Total Costs												\$52,638.00	\$2,250.00	incl. in labor and direct costs	\$54,888.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Authorizing the Mayor to Purchase a Ford F600 4 x 4 Pick-Up Truck and Related Equipment for the Street Department and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Per Chapter 175 competitive bidding is not required:

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

Authorize the Mayor to enter into contract with Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram, 5887 N. Meadows Dr., Grove City OH 43123 to purchase one (1) Ford F600 Franklin County contract # 0210-24

Authorize the Mayor to enter into contract with Ace Truck Body to purchase one (1) utility truck body
State of Ohio contract # 179-26

The funds are appropriated in the Street Department 2026 budget; account #260-268-5632

Total cost not to exceed \$200,000.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A FORD F600 4 X 4 PICK-UP TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Street Department Superintendent has determined that the City needs to purchase and replace a utility truck; and

WHEREAS, the vehicle and equipment will be purchased through the Franklin County and state of Ohio purchasing contracts; and

WHEREAS, the purchase price of the truck was included in the 2026 budget and will not exceed the budgeted amount of \$200,000.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a Ford F-600 pick-up truck and related equipment from Byers Chevrolet, Ford, Chrysler, Dodge, Jeep, Ram.

SECTION 2. That the Mayor is authorized to purchase from ACE Truck Body, Inc, a utility body

SECTION 3. That the purchase price is not to exceed \$200,000 using funds approved in the 2026 Budget paid from account number 260-268-5632 Motor Vehicle.

SECTION 4. The purchase shall be made using the Franklin County Contract #0210-24, and state of Ohio Contract #179-26 thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175.

SECTION 5. This Resolution shall take effect immediately upon passage by Council and following the signature of the Mayor.



6/15/2026

City of Reynoldsburg
Attention: Chris Kienle

2027 Ford F600 4WD regular cab chassis

MSRP	\$78,110.00
Selling price	\$69,635.00
Agreement	480.00
Less Ford discount	(2,000.00)
Title/license fee	41.00
Total amount due	\$68,156.00

Please feel free to reach out with any questions. This price is based using the current contract that Byers Ford was awarded from Franklin County Commissioners that expires on 3/2031.

Sincerely,

Tom Allen
Byers Ford



Preview Order R052 - F6L 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 06/15/2026 10:46:15 Receipt: NA

Dealership Name : Byers Ford, LLC

Sales Code : F47065

Dealer Rep.	Thomas Allen	Type	Fleet	Vehicle Line	Superduty	Order Code	R052
Customer Name	REYNOLDSBURG	Priority Code	H3	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F600 4X4 CHASSIS CAB DRW/169	\$62455	\$59332	22000# GVWR PACKAGE	\$0	\$0
169 INCH WHEELBASE	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
TOTAL BASE VEHICLE	\$62455	\$57260	SNOW PLOW PREP PACKAGE	\$350	\$319
OXFORD WHITE	\$0	\$0	TRAILER BRAKE CONTROLLER	\$300	\$273
CLOTH 40/20/40 SEAT	\$100	\$91	350 AMP ALTERNATOR	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	EXTERIOR BACKUP ALARM	\$280	\$255
PREFERRED EQUIPMENT PKG.680A	\$0	\$0	DUAL BATTERY	\$0	\$0
.XL TRIM	\$0	\$0	REAR VIEW CAMERA & PREP KIT	\$515	\$468
.AIR CONDITIONING -- CFC FREE	\$0	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0	SECURITY PACKAGE: 1 YR INCL	\$0	\$0
6.7L POWER STROKE V8 DIESEL	\$10995	\$10006	SPECIAL DEALER ACCOUNT ADJUSTM	\$0	\$-1506
10-SPEED AUTO TORQSHIFT	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-2072
245/70R19.5G BSW ALL POSITION	\$0	\$0	FUEL CHARGE	\$0	\$16.48
4.30 RATIO LIMITED SLIP AXLE	\$0	\$0	NET INVOICE FLEET OPTION (B4A)	\$0	\$7
FORD FLEET SPECIAL ADJUSTMENT	\$0	\$-640	PRICED DORA	\$0	\$0
FRONT LICENSE PLATE BRACKET	\$0	\$0	ADVERTISING ASSESSMENT	\$0	\$0
PLATFORM RUNNING BOARDS	\$320	\$291	DESTINATION & DELIVERY	\$2795	\$2795
			MSRP	INVOICE	
TOTAL BASE AND OPTIONS			\$78110	\$69635.48	
DISCOUNTS			NA	NA	
TOTAL			\$78110	\$69635.48	

"CITY OF REYNOLDSBURG STREET DEPT"

THIS QUOTATION IS VALID UNTIL END OF Q2 - 2026

Please sign and return to confirm order

x _____



QUOTE _____

Name Chris Kienle
Company City of Reynoldsburg Street Department
Address 7806 E Main Street
City Reynoldsburg **State** OH **Zip** 43068
Phone 614-322-5800 **E-Mail** ckienle@reynoldsburg.gov
End User Sign Truck - Scott & Ron

Date: 5/17/2026
Sales
Rep: Rick Tschiggfrie
Order
Date:
PO #:

Chassis 2026 **Make** Ford **WB** CA/CT 84"
Information: **Order #** **VIN #**

Model F600
Engine 6.7L Diesel
GVWR 22,000#

Qty	Description	Unit Price	Total
1	SELLAR TMAX1-11 Aluminum Crane Body - 60"T - Street Side - 52"T Curb Side * Full Aluminum Side Packs with Exception of Street Side Rear Crane Compartment * 21" Workbench Bumper w/(2) Large Grab Handles & Slide-Out Steps for Easy Entry * LineX Cargo Area, Tailgate, Workbench Bumper & Bumper Extensions * Street Side & Curb Side Compartments Same Config - Front Transverse Fully Open * Full Height Aluminum Gravel Guards - D-Rings - Class V Hitch w/7-Way RV Socket * 20 Gallon Hydraulic Reservoir Mounted in Front of Cargo Area - DEF Fill Bracket * LED Compartment Lights - Electrical Wired to Ford Upfitter Switches STELLAR 8621 CRANE PACKAGE w8600# Capacity - 21' of Reach * Stellar CDT Plus -Boom Rest Utilizing Mounting Channel - Fully Hydraulic/Proportional * Full Wireless Radio Remote Control - Super Spring Installed Crane Side to Level Truck * Full Hydraulic Outriggers - Boom Rest - Holster for Transmitter in Cab COMPARTMENT ORIENTATION * Sign Containment System in SS1V w/Stop - Raised Floor with Storage in CS1V * SS2V - Slide-Master for Post Pounder - SS Hor - (2) Shelves w/Dividers * SSRV - Crane Compartment - Also Houses Hose Reel/FLR - CS2V - (1) Shelf w/Div * CSH - HDAlum Drawer Set 52"W (3) 3" (1) 5" with Lightbar - Bale Style Handle * CSRV - HDAlum Drawer Set - 18"W (4) 3" (2) 5" (1) 7" w/Lightbar - Bale Style * Ultimate Power 2000 Watt Inverter Installed Above Drawer Set w/Aux Outlet VMAC DTM-70-H Air Compressor for Ford 6.7L Diesel 10-Speed Transmission * Direct Mount PTO Driven Rotary Screw Air Compressor - 70 CFM Air Compressor * Air/Oil Separator Tank - Digital Display Box - Liquid Cooled - Start/Stop - Off E-Brake * 25 Gallon Combined Twin Air Tanks Installed Below Body * Hydraulic Pump Off Compressor to Run Stellar 8621 Crane & Outriggers ADDITIONAL ITEMS: * ECCO SA951 Smart Back-Up Alarm - Installation of Ford Supplied Back-Up Camera * Mudflaps - TT Seat Covers - Wtech Floor Liners & Window Visors - 304SS Exhaust Tip * Whelen 56" Justice Lightbar - Amber Green - Stellar Rear Strobes Activated * Whelen 4-Corner MCRNSP Amber/Green Strobe System - (2) Front (2) Rear * K&K 32" x 60" Lightbar w/Pedestal & 12V Powered Mount Raise/Lower Auto System * Cast Aluminum Flip-Up Step in Cargo Area - Reinforced * Rack System on SS Top - 4" T x 6" B Alminum Angle - Adjustable Front to Back Thank You - Rick Tschiggfrie - FOB: Reynoldsburg, OH ***End of Quotation***		\$ 129,995.00
This order not binding until approved by a company official. All quotations & delivery promises made and orders accepted subject to delays caused by fire, accident, strike or other causes beyond our control. Deliveries delayed by any of the above conditions shall not constitute cause for cancellation of this order. Price subject to change without notice.		SubTotal	\$ 129,995.00
		Freight	
		Taxes (7.5%)	exempt
		TOTAL	\$ 129,995.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Storm Water Department

APPROVALS:

Joe Begeny
Shanette Strickland
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This mower has been replaced, and the old one will be auctioned off.

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG STORM WATER DEPARTMENT

WHEREAS, the City of Reynoldsburg Storm Water Department is requesting the removal of a Scag lawn mower, asset # 01591 from the City's Fixed Asset List; and

WHEREAS, this item has been replaced and is no longer warranted for the day-to-day operations of the Storm Water Department and will be auctioned.

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

SECTION 1. That the City Auditor be and is hereby authorized to remove the following item from the City's Fixed Asset List. Asset #01591, Scag zero turn mower, serial #4350188.

SECTION 2. That upon adoption by Council, this Resolution shall be effective immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance to Amend Ordinance No. 65-2025 for Adjustments to the Annual Budget for the City of Reynoldsburg, State of Ohio, for the Fiscal Year Ending December 31, 2026 to Add the Eastwood TIF Fund, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

to account of revenue funds already received

STAFF REPORT:

AN ORDINANCE TO AMEND ORDINANCE NO. 65-2025 PROVIDING FOR ADJUSTMENTS TO THE ANNUAL BUDGET FOR THE CITY OF REYNOLDSBURG, STATE OF OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 TO ADD THE EASTWOOD TIF FUND, AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the provisions of Section 5.03 (4) of the Charter of the City of Reynoldsburg, Ohio, the City Council adopted the municipal budget for the fiscal year beginning January 1, 2026 with appropriations effective January 1, 2026 and ending December 31, 2026.

WHEREAS, the Mayor has submitted a proposed budget with estimates and explanatory data; and

WHEREAS, the Auditor has recommended appropriations to supplement the previously approved budget to include payments for the Eastwood TIF.

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

SECTION 1. That the annual budget of the City of Reynoldsburg, as established by Ordinance No. 65-2025, is amended by the Council, as recommended by the Auditor, and is hereby adopted.

SECTION 2. That the following appropriations be made from the unappropriated General Fund (110) to the following funds:

978.000.4000.4651	Eastwood TIF	\$1,000,000.00
978.000.4000.5373	Treasurer's Fees	\$ 6,500.00

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to account for incoming Eastwood TIF revenues; therefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**A RESOLUTION ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED
RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE
REVIEW COUNCILS**

WHEREAS, the City of Reynoldsburg, Ohio has the statutory authority to create various zones that provide economic development incentives, which include Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City may consider entering into agreements with private sector entities engaging in economic development, which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, ORC 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be required to review these agreements between the City and the private sector entities to establish compliance with the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement in its zone on an annual basis for the preceding year concluding December 31st; and

WHEREAS, the recommendation of each TIRC is required to be acted on by Council within 60

days of receiving the recommendation.

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

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2025 have done so and have forwarded their recommendations to City Council.

SECTION 2. That Council hereby accepts, approves, and ratifies the TIRCs' recommendations for the following incentives listed below:

- a. Taylor Road TIF #1 – accept the report and continue the exemption agreement
- b. Taylor Road TIF #2 – accept the report and continue the exemption agreement
- c. Summit Road TIF – accept the report and continue the exemption agreement
- d. Eastwood TIF – accept the report and continue the exemption agreement
- e. 2018 Main and Brice TIF (Licking County) – accept the report and continue the exemption agreement
- f. 2018 Main and Brice TIF (Franklin County) – accept the report and continue the exemption agreement
- g. Broad Street TIF (Licking County) – accept the report and continue the exemption agreement
- h. Broad Street TIF (Franklin County) – accept the report and continue the exemption agreement
- i. Brice Road TIF – accept the report and continue the exemption agreement
- j. East Main CRA – accept the report and continue the abatement agreement
- k. Taylor Square TIF – accept the report and continue the exemption agreement

SECTION 3. That upon adoption by Council, this Resolution shall be in effect immediately following signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Authorizing the Mayor to Purchase a Ford F600 4 x 4 Pick-Up Truck and Related Equipment for the Street Department and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Per Chapter 175 competitive bidding is not required:

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

Authorize the Mayor to enter into contract with Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram, 5887 N. Meadows Dr., Grove City, OH 43123 to purchase one (1) Ford F600 Franklin County contract #0210-24

Authorize the Mayor to enter into contract with Ace Truck Body to purchase one (1) utility truck body
State of Ohio contract #179-26

The funds are appropriated in the Street Department 2026 budget; account #260-268-5632

Total cost not to exceed \$200,000.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A FORD F600 4 X 4 PICK-UP TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Street Department Superintendent has determined that the City needs to purchase and replace a utility truck; and

WHEREAS, the vehicle and equipment will be purchased through the Franklin County and state of Ohio purchasing contracts; and

WHEREAS, the purchase price of the truck was included in the 2026 budget and will not exceed the budgeted amount of \$200,000.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a Ford F-600 pick-up truck and related equipment from Byers Chevrolet, Ford, Chrysler, Dodge, Jeep, Ram.

SECTION 2. That the Mayor is authorized to purchase from ACE Truck Body, Inc, a utility body

SECTION 3. That the purchase price is not to exceed \$200,000 using funds approved in the 2026 Budget paid from account number 260-268-5632 Motor Vehicle.

SECTION 4. The purchase shall be made using the Franklin County Contract #0210-24, and state of Ohio Contract #179-26 thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175.

SECTION 5. This Resolution shall take effect immediately upon passage by Council and following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Storm Water Department

APPROVALS:

Joe Begeny
Shanette Strickland
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This mower has been replaced, and the old one will be auctioned off.

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG STORM WATER DEPARTMENT

WHEREAS, the City of Reynoldsburg Storm Water Department is requesting the removal of a Scag lawn mower, asset # 01591 from the City's Fixed Asset List; and

WHEREAS, this item has been replaced and is no longer warranted for the day-to-day operations of the Storm Water Department and will be auctioned.

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

SECTION 1. That the City Auditor be and is hereby authorized to remove the following item from the City's Fixed Asset List. Asset #01591, Scag zero turn mower, serial #4350188.

SECTION 2. That upon adoption by Council, this Resolution shall be effective immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Accept Funds from a Private Funding Organization from a Grant for a JFK Park Amenity, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

The signed agreements were due on July 10th. An extension has been given until passage on July 13th.

STAFF REPORT:

The Parks and Recreation Department has been selected to receive a grant from a private funding organization to assist with the development of a new park amenity. As a condition of the grant agreement, the identity of the funding organization must remain confidential until the organization publicly announces the grant recipients.

Request City Council authorize the Mayor to accept the grant award and execute any documents necessary to fulfill the requirements of the grant agreement. The name of the funding organization will be disclosed following its official public announcement, in accordance with the confidentiality provisions of the grant agreement.

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FUNDS FROM A PRIVATE FUNDING ORGANIZATION FROM A GRANT FOR A JFK PARK AMENITY, AND DECLARING AN EMERGENCY

WHEREAS, the City has been advised that they will receive a grant for funding a new park amenity in JFK Park by a private funding source; and

WHEREAS, the funding will cover most of the construction of the amenity at a cost of \$250,000; and

WHEREAS, the condition of the grant agreement requests the funding organization remain confidential until the organization publicly announces the grant recipients.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg:

Section 1: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate for accepting financial assistance.

Section 2: That the Mayor is hereby authorized to accept the funds in the amount of \$250,000.00.

Section 3: That \$250,000.00, when received, be appropriated to the unencumbered Capital Improvement Fund (410) and then appropriated to account number 410.000.0214.5659 CIP Fund JFK Improvements Miscellaneous Infrastructure.

Section 4: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to meet the deadlines for the grant acceptance; therefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2026 Street Maintenance and Improvement Project, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

two read emergency

REASON FOR EMERGENCY:

in order to meet project timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT A), APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the 2026 Street Improvement Project; and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and best for the project is Strawser Paving Company; and

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, the experience to properly complete the project, and has recommended that the contract for the 2026 Street Maintenance and Improvements Project be awarded to Strawser Paving Company for \$4,242,419.70.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Strawser Paving Company for the 2026 Street Maintenance and Improvement Project in the amount of \$4,242,419.70 for associated project costs as follows.

SECTION 2. That an additional \$339,394.00 be authorized in contingency funds for the 2026 Street Maintenance and Improvement Project for a total not to exceed project cost as follows:

BASE BID TOTAL	\$4,242,419.70
Contingency (8%):	\$339,394.00
TOTAL	\$4,581,813.70

SECTION 3. That the following appropriations shall be made in an amount of \$3,253,121.70 from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 4. That an amount of \$878,551.00 from the unappropriated Water Fund (710) be appropriated to account 710.000.0209.5659 2026 Street Improvement & Maintenance Miscellaneous Infrastructure.

SECTION 5. That an amount of \$440,141.00 from the unappropriated Storm Water Fund (740) be appropriated to account 740.000.0209.5623 2026 Street Improvement & Maintenance Stormwater Lines.

SECTION 6. That an amount of \$50,000.00 from the unappropriated Permissive Tax Fund (230) be appropriated to account 230.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing

SECTION 7. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to the East Main Street and Brice Road Intersection Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR ENGINEERING DESIGN SERVICES PERTAINING TO THE EAST MAIN STREET AND BRICE ROAD INTERSECTION IMPROVEMENTS PROJECT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY

Whereas, EMH&T will provide final engineering design services for the East Main Street and Brice Road Intersection Improvement Project; and

Whereas, the final design will address current safety concerns for vehicular and pedestrian traffic traveling through and adjacent to this intersection, including the realignment of Brice Road; and

Whereas, the City has applied and received federal funds to help offset future construction costs; and

Whereas, the total cost for the final engineering design services is \$914,000.00 funded

through Capital Improvement Fund (410).

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

Section 1. That the Mayor authorize EMH&T to conduct final engineering design services for the East Main Street and Brice Road Intersection Improvement Project.

Section 2. That an amount of \$914,000.00 be approved and appropriated from the CIP Fund (410) to account number 410.000.0213.5659 2026 East Main Street & Brice Road Intersection Improvement Project Miscellaneous Infrastructure.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to move the project forward; wherefore. upon adoption by Council, this Ordinance



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance to Amend Ordinance No. 65-2025 for Adjustments to the Annual Budget for the City of Reynoldsburg, State of Ohio, for the Fiscal Year Ending December 31, 2026 to Add the Eastwood TIF Fund, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

to account of revenue funds already received

STAFF REPORT:

AN ORDINANCE TO AMEND ORDINANCE NO. 65-2025 PROVIDING FOR ADJUSTMENTS TO THE ANNUAL BUDGET FOR THE CITY OF REYNOLDSBURG, STATE OF OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 TO ADD THE EASTWOOD TIF FUND, AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the provisions of Section 5.03 (4) of the Charter of the City of Reynoldsburg, Ohio, the City Council adopted the municipal budget for the fiscal year beginning January 1, 2026 with appropriations effective January 1, 2026 and ending December 31, 2026.

WHEREAS, the Mayor has submitted a proposed budget with estimates and explanatory data; and

WHEREAS, the Auditor has recommended appropriations to supplement the previously approved budget to include payments for the Eastwood TIF.

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

SECTION 1. That the annual budget of the City of Reynoldsburg, as established by Ordinance No. 65-2025, is amended by the Council, as recommended by the Auditor, and is hereby adopted.

SECTION 2. That the following appropriations be made from the unappropriated General Fund (110) to the following funds:

978.000.4000.4651	Eastwood TIF	\$510,000.00
978.000.4000.5373	Treasurer's Fees	\$ 6,500.00

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to account for incoming Eastwood TIF revenues; therefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Pavement Technology, Inc. Pertaining to the 2026 Street Maintenance and Improvement Project (Contract B), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Two-read emergency

REASON FOR EMERGENCY:

in order to meet bid document timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY, INC. PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT B), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg opened bids for the 2026 Street Improvement Project (Contract B); and

WHEREAS, the City Engineer has reviewed the proposal that was submitted and has determined that the lowest and best bid for the project is Pavement Technology, Inc.; and

WHEREAS, the City Engineer has also concluded that Pavement Technology, Inc. has the ability, resources, experience to properly complete the project, and has the recommendation for the 2026 Street Maintenance and Improvements Project (Contract B) be awarded to Pavement Technology, Inc. for \$27,939.84.

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

REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Pavement Technology, Inc. for the 2026 Street Maintenance and Improvement Project (Contract B) in the amount of \$27,939.84 for associated project costs.

SECTION 2. That an additional \$2,235.00 be authorized as contingency funds for the 2026 Street Maintenance and Improvement Project for a total not to exceed project cost as follows:

BASE BID TOTAL	\$27,939.84
Contingency (8%):	\$2,235.00
GRAND TOTAL	\$30,174.84

SECTION 3. That the following appropriations shall be made in an amount of \$30,174.84 from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services Pertaining to the 2026 Street Maintenance and Improvement Project (Contract A and B), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Two-read emergency

REASON FOR EMERGENCY:

In order to coincide with the bid document timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DLZ FOR CONSTRUCTION INSPECTION SERVICES PERTAINING TO THE 2026 STREET MAINTENANCE AND IMPROVEMENT PROJECT (CONTRACT A AND B), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the 2026 Street Improvement Project (Contract A and B); and

WHEREAS, the City Engineer has reviewed the bids submitted and determined that the lowest and best bidders are Strawser Paving Company (Contract A) and Pavement Technology, Inc. (Contract B); and

WHEREAS, the City Engineer has also concluded that both Strawser Paving Company (Contract A) and Pavement Technology, Inc. (Contract B) have the ability, resources, experience to properly complete this project; and

WHEREAS, DLZ has provided the following proposal for Construction Inspection Services

pertaining to the City's 2026 Street Improvement Project (Contract A and B) in the amount of \$304,923.20.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with DLZ for \$304,923.20 for Construction Inspection Services pertaining to the City's 2026 Street Improvement Project (Contract A and B).

SECTION 2. That \$304,923.20 be appropriated from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 260.000.0209.5651 2026 Street Improvement & Maintenance Street Resurfacing.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to further facilitate the project to meet contract deadlines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

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

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

in order to meet project timelines

STAFF REPORT:

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH SUMMIT ROAD INDUSTRIAL LLC OR AN AFFILIATE, PROVIDING A PROJECT AND A PROPERTY TAX EXEMPTION PURSUANT TO THE CITY'S COMMUNITY REINVESTMENT AREA PROGRAM, AND DECLARING AN EMERGENCY

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

WHEREAS, pursuant to said Community Reinvestment Area Program, this Council by Ordinance No. 97-2023 approved the designation of the geographic area described in said Ordinance as the Eastern Community Reinvestment Area (the "Community Reinvestment Area"); and

WHEREAS, Summit Road Industrial LLC, an Ohio limited liability company, or an affiliate (the "Company") plans to construct commercial or industrial buildings on an approximately 80-acre

site on parcel #10701780800000 located on Summit Road SW between Main Street and Refugee Road (the "Project"); and

WHEREAS, the Company has submitted an application to the City requesting a property tax exemption for the Project, and the City desires to enter into a Community Reinvestment Area Agreement (the "Agreement") with the Company, a substantially final form of which is on file with the Clerk of Council, and which Agreement further defines and describes the Project and the terms of the tax exemption; and

WHEREAS, the Project is located in the Southwest Licking Local School District and the Licking County Joint Vocational School District, and the Board of Education of the Southwest Licking Local School District and the Board of Education of the Licking County Joint Vocational School District (the "School Districts") have been notified of the proposed Agreement in accordance with Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, this Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into the Agreement with the Company, and that fulfillment of such Agreement will carry out the purposes of the Community Reinvestment Area Program

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

SECTION 1. Approval of Agreement. This Council hereby approves the Agreement providing for the Project and for an exemption from real property taxation of 75% of the increase in the assessed valuation of real property resulting from improvements to real property for a 15-year period for each building comprising the Project upon completion of that building (as evidenced by a temporary certificate of occupancy (or its equivalent)). That Agreement shall be in substantially the form of the Agreement on file with the Clerk of Council, with such revisions as are approved by the City Attorney; and this Council hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 2. Ratification of Notices. This Council hereby ratifies the notices given to the School Districts and the estimates therein that the amount of taxes charged and payable on any portion of the assessed valuation of the new structures subject to the exemption from real property taxation approved herein that will not be exempted from such taxation under the Agreement equals or exceeds twenty-five per cent of the amount of total taxes of the new structures subject to the exemption from real property taxation.

SECTION 3. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance, the terms and conditions of the aforesaid Agreement and the requirements and policies of the Community Reinvestment Area Program.

SECTION 4. Delivery. Pursuant to Section 3735.671 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of the Agreement to the Director of the Ohio Department of Development within fifteen days after the Agreement is entered into. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the

Ohio Department of Development a status report required under Section 3735.672 of the Ohio Revised Code.

SECTION 5. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including O.R.C. 121.22.

SECTION 6. Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that this ordinance is required to be immediately effective so that the Project may commence immediately to provide for creation of jobs and economic opportunities, which are vitally needed in order to enhance revenues for the City and to improve the economic welfare of the people, therefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 13, 2026

RE: An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 907 RIGHTS-OF-WAY MANAGEMENT POLICY OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg regulates the use or occupation of all rights-of-way in the City, the issuance of right-of-way permits, and set forth the related policies; and

WHEREAS, the City intends to repeal and replace the existing management of the City's rights-of-way as outlined in Chapter 907 to more accurately reflect the current standards and best practices; and

WHEREAS, this Council has determined that it is in the best interests of the City, its residents, and business, to establish these new standards reflective of other municipalities.

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

SECTION 1. That Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg be repealed and the same is hereby replaced to read as follows:

SEE ATTACHED EXHIBIT A

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

CHAPTER 907. RIGHTS-OF-WAY MANAGEMENT POLICY

907.01 DECLARATION OF FINDINGS AND PURPOSE, SCOPE, DEFINITIONS.

(A) *Findings and purpose.*

- (1) The City of Reynoldsburg, Ohio (the "city") is vitally concerned with the use of all rights-of-way in the city as such rights-of-way are a valuable and limited resource which must be utilized to promote the public health, safety, and welfare including the economic development of the city.
- (2) Changes in the public utilities and communication industries have increased the demand and need for access to rights-of-way and placement of facilities and structures therein.
- (3) It is necessary to comprehensively plan and manage access to, and structures and facilities in, the rights-of-way to promote efficiency, discourage uneconomic duplication of facilities, lessen the public inconvenience of uncoordinated work in the rights-of-way, and promote the public health, safety, and welfare.
- (4) It is the policy of the city to obtain the reasonable fair market value for the sale or disposition of any property interest that is no longer needed for use as a right-of-way.
- (5) The city has authority under the Laws and Constitution of the State of Ohio, including but not limited to Article 18, Sections 3, 4 and 7, to regulate public and private entities which use the rights-of-way.

(B) *Scope.* The provisions of this Chapter shall apply to all users of the Rights-of-way as provided herein. To the extent that anything in this Chapter 907 conflicts with other sections of the Code, then the provisions of this Chapter 907 shall control.

(C) *Definitions.* For the purposes of Chapter 907 the following terms, phrases, words, and their derivations have the meanings set forth herein. When not inconsistent with the context, words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "Sections" are, unless otherwise specified, references to Sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

- (1) "ABANDONED" means the designation given to a Facility, except for a Small Cell Facility or Wireless Support Structure in the Right-of-way, when its operations or use are discontinued in a manner that is not in accordance with Section 907.02(g); or for a period exceeding ninety (90) consecutive days or a total of one hundred eighty (180) days in any three hundred sixty-five-day period, without notice of the discontinued operations or use given to the City by the Provider and without the City's approval; and except for a period of discontinued operations or use that has been caused by acts of God. Small Cell Facilities or Wireless Support Structures shall be deemed Abandoned if the Facilities or Support Structures are unused for a period of three hundred sixty-five (365) days without the Operator otherwise notifying the City and receiving the City's approval.
- (2) "AFFILIATE" means each Person who falls into one or more of the following categories: (a) each Person having, directly or indirectly, a controlling interest in a Provider, (b) each Person in which a Provider has, directly or indirectly a controlling interest, (c) each officer, director, general partner, limited partner or shareholder holding an interest of fifteen percent (15%) or more, joint venturer or joint venture partner, of a Provider, and (d) each Person, directly or indirectly, controlling, controlled by, or under common control with the Provider; provided that Affiliate shall in no event mean any limited

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- partner or shareholder holding an interest of less than fifteen percent (15%) of such Provider, or any creditor of such Provider solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, such Provider.
- (3) "ANTENNA" means communications equipment that transmits or receives radio frequency signals in the provision of Wireless Service.
 - (4) "APPLICANT" means any Person who seeks to obtain a Certificate of Registration and/or a Permit.
 - (5) "APPLICATION" means the process by which an Applicant submits a request to obtain a Certificate of Registration and/or a Permit.
 - (6) "APPLICATION FEE" means the fee paid to the City for application for a Certificate of Registration pursuant to Section 907.03(a).
 - (7) "BANKRUPTCY CODE" means the United States Bankruptcy Code of 1978, as amended including regulations promulgated by Title 11 of the United States Code.
 - (8) "BEST EFFORT(S)" means the best reasonable efforts under the circumstances, taking into consideration, among other appropriate matters, all applicable Laws, regulations, safety, engineering and operational codes, available technology, human resources, and cost.
 - (9) "CABLE FRANCHISE" means the same as "franchise" in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (10) "CABLE OPERATOR" means the same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (11) "CABLE SERVICE" means the same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (12) "CERTIFICATE OF REGISTRATION" means the document issued to each Provider and its unique System to occupy the Rights-of-way within the City that outlines the terms of that occupancy of the Rights-of-way.
 - (13) "CITY" means The City of Reynoldsburg, Ohio.
 - (14) "CITY COUNCIL" means the governing body of the City of Reynoldsburg, Ohio.
 - (15) "CITY OF COLUMBUS" means the City of Columbus, Ohio and/or its divisions or departments.
 - (16) "Mayor" means the duly elected Mayor of the City of Reynoldsburg, Ohio or her/his designee.
 - (17) "CODE (or C.O.)" means the codified ordinances of Reynoldsburg, Ohio.
 - (18) "COLLOCATION OR COLLOCATE" means to install, mount, maintain, modify, operate, or replace Wireless Facilities on a Wireless Support Structure.
 - (19) "CONFIDENTIAL/PROPRIETARY INFORMATION" means all information that has been either identified or clearly marked as confidential/proprietary by the Provider prior to any submission.
 - (20) "CONSTRUCT" means, but not be limited to, digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing Facilities, other than landscaping, ornamental plantings in, on, above, within, over, below, under or through any part of the Rights-of-way. Construct shall also include the act of opening and/or cutting into the surface of any paved, unimproved or improved surface that is any part of the Right-of-way.
 - (21) "CONSTRUCTION" means, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing Facilities, other than landscaping, ornamental plantings in,
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- on, above, within, over, below, under or through any part of the Rights-of-way. Construction shall also include the act of opening and/or cutting into the surface of any paved, unimproved or improved surface that is part of the Right-of-way.
- (22) "CONSTRUCTION BOND" means a bond posted to ensure proper and complete Construction and/or repair of a Facility and the affected Rights-of-way pursuant to a Permit.
 - (23) "CONSTRUCTION AND MAJOR MAINTENANCE PLAN" means a written plan including maps of the expected location, design, other related equipment and Facilities of a Provider which describes in full the Construction intended to be accomplished by the Provider in the Rights-of-way over the next calendar year.
 - (24) "CONSTRUCTION PERMIT" means the Permit specified in Section 907.14 et seq. which must be obtained before a Person may Construct in, locate in, occupy, maintain, move or remove Facilities from, in or on the Rights-of-way.
 - (25) "COUNTY" means Franklin County, Ohio, Licking County, Ohio, or Fairfield County, Ohio. County specifically excludes any and all contractors, agents or other Persons acting on behalf of said County(s).
 - (26) "CREDIBLE" means worthy of being believed.
 - (27) "DECORATIVE POLE" means a pole, arch, or structure other than a street light pole placed in the Right-of-Way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for the following: (i) electric lighting; (ii) specifically designed informational or directional signage; or (iii) temporary holiday or special event attachments.
 - (28) "DESIGN GUIDELINES" means detailed guidelines and specifications promulgated by the City in accordance with ORC 4939 for the design and installation of Small Cell Facilities and Wireless Support Structures in the Right-of-way.
 - (29) "DIRECTOR OF FINANCE" means the duly appointed elected City Auditor of the City of Reynoldsburg, Ohio.
 - (30) "DIRECTOR OF PUBLIC SERVICE" means the duly appointed Director of Public Service of the City of Reynoldsburg, Ohio or her/his designee.
 - (31) "EMERGENCY" means a condition that poses a clear and immediate danger to life or health, or of a significant loss of property.
 - (32) "FACILITY(IES)" means any tangible thing located in any Rights-of-way within the City, and includes Wireless Facilities and Wireless Support Structures; but shall not include boulevard plantings, ornamental plantings or gardens planted or maintained in the Rights-of-way between a Person's property and the street edge of pavement.
 - (33) "FCC" means the Federal Communications Commission, or any successor thereto.
 - (34) "FERC" means the Federal Energy Regulatory Commission as created and amended in accordance with the Federal Power Act, 16 U.S.C. 792, or its statutory successor.
 - (35) "FINANCE DIRECTOR" means the duly elected City Auditor of the City of Reynoldsburg, Ohio.
 - (36) "FULL" means unable to accommodate any additional Facilities as determined by the Mayor following a reasonable analysis taking into consideration all applicable Law; commonly accepted industry standards; and routine engineering practices.
 - (37) "HEIGHT" means the distance measured from the pre-existing grade level to the highest point on the structure, including the Small Cell Facility, even if said highest point is an Antenna or lightening protection device.
 - (38) "HISTORIC DISTRICT" means a building, property, or site, or group of buildings, properties, or sites that are either of the following:
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- A. Listed in the national register for historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C.
- B. A registered historic district as defined in ORC 149.311.
- (39) "IN" when used in conjunction with Rights-of-way, means in, on, above, within, over, below, under or through a Rights-of-way.
- (40) "INSPECTOR" means any Person authorized by the Mayor Service to carry out inspections related to the provisions of Chapter 907.
- (41) "LAW" means any local, state and/or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff or other requirement in effect either at the time of execution of Chapter 907 or at any time during the location of, and/or while a Provider's Facilities are located in the public Rights-of-way.
- (42) "LAW DIRECTOR" means the duly elected City Attorney of the City of Reynoldsburg, Ohio.
- (43) "MICRO WIRELESS PERMIT" means a permit, which must be obtained before a person can construct, modify, collocate or replace a Small Cell Facility or Wireless Support Structure, as set forth in Section 907.07 et seq., in or on the Rights-of-way.
- (44) "MINOR MAINTENANCE PERMIT" means a Permit, which must be obtained before a Person can perform minor maintenance, as set forth in Section 907.16, in or on the Rights-of-way.
- (45) "OCCUPY OR USE" means, with respect to a public Right-of-way, to place a tangible thing in a public Right-of-way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.
- (46) "OMUTCD" means the Ohio Manual of Uniform Traffic Control Devices which is the uniform system of traffic control devices promulgated by the Ohio Department of Transportation pursuant to ORC 4511.09.
- (47) "ORC" means the Revised Code of the State of Ohio.
- (48) "OHIO UTILITY PROTECTION SERVICE" means the utility protection service as defined in ORC 153.64 and/or Section 3781.26 or a statutory successor thereto.
- (49) "OPEN VIDEO SERVICE" means any video programming Services provided to any Person through the use of Rights-of-way, which Person is certified by the FCC to operate an Open Video System pursuant to § 651 et seq. of the Telecommunications Act of 1996 (codified at 47 U.S.C. Title VI, Part V), regardless of the facilities used.
- (50) "OPERATOR" means Wireless Service Provider, Cable Operator, or a Video Service Provider that operates a Small Cell Facility and provides Wireless Service. For purposes of this chapter, Operator includes a Wireless Service Provider, Cable Operator, or a Video Service Provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(20), as services that are fixed in nature or use unlicensed spectrum.
- (51) "PERMIT" means a Construction Permit, a Minor Maintenance Permit or a Micro Wireless Permit, as the context requires.
- (52) "PERMIT COST" means all direct, incidental and indirect costs actually incurred or realized by the City for Permit issuance, Permit oversight and pavement degradation resulting from Construction activity.
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- (53) "PERMIT FEE" means money paid to the City for a Permit to Construct in the Rights-of-way and/or Collocate Small Cell Facilities and/or Wireless Support Structures in the Rights-of-Way, as the context requires, and as required by Chapter 907.
- (54) "PERMITTEE" means any Person to whom a Construction Permit and/or, Minor Maintenance Permit and/or a Micro Wireless Permit has been granted by the City and not revoked.
- (55) "PERSON" means any natural person or corporate entity, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- (56) "PROVIDER" means a Person who owns or operates a System and has a valid Certificate of Registration. The City, County, Schools, Small Cell Facility Operators and Cable Operators operating pursuant to a valid Cable Franchise, or Video Service Provider operating pursuant to a valid Video Service Authorization shall also be considered Providers.
- (57) "PUBLIC UTILITY" means a Wireless Service Provider as defined in division (A)(20) of ORC 4927.01 or any company described in ORC 4905.03 except in divisions (B) and (I) of that section, which company also is a Public Utility as defined in ORC 4905.02; and includes any electric supplier as defined in ORC 4933.81.
- (58) "PUCO" means the Public Utilities Commission of Ohio as defined in ORC 4901.02.
- (59) "REGISTRATION MAINTENANCE FEE" means the money paid to the City to maintain a Certificate of Registration and compensate the City for all actual costs incurred by the City in the management, administration and control of the Rights-of-way of the City, and which are not reasonably recoverable by the City through Construction Permit Fees or other approved recovery mechanisms.
- (60) "REMOVAL BOND" means a bond posted to ensure the availability of sufficient funds to remove a Provider's Facilities upon abandonment or disuse, or discontinuance of a Provider's use or occupation of the Rights-of-way.
- (61) "RESTORATION" means the process and the resultant effects by which a Rights-of-way is returned to a condition as good as or better than its condition immediately prior to the Construction. Restoration shall occur in accordance with the Rules and Regulations as may be enacted or amended from time to time.
- (62) "RIGHT(S)-OF-WAY" means the surface of, and the space within, through, on, across, above or below, the paved or unpaved portion of any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which, on or after July 2, 2002, is owned or controlled by the City. Right-of-Way excludes a private easement.
- (63) "RIGHT(S)-OF-WAY COST" means all direct, incidental and indirect costs borne by the City for the management and administration of the Rights-of-way and this Chapter.
- (64) "RULE(S) AND REGULATION(S)" means any rules or regulations adopted by the Mayor Service pursuant to Section 907.06(e).
- (65) "SCHOOLS" means the Reynoldsburg Local School District, Southwestern Licking School District, or Licking Heights School District. Schools specifically exclude any and all contractors, agents or other Persons acting on behalf of said Schools.
- (66) "SERVICE(S)" means the offering of any service or Utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision (for a fee or otherwise) of any service or Utility between two (2) or more points for a proprietary purpose to a class of users other than the general public that in the opinion of the Mayor constitutes a service.
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- (67) "SMALL CELL FACILITY" a wireless facility that meets both of the following requirements:
- A. Each Antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six (6) cubic feet in volume.
 - B. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (68) "STATE" means the State of Ohio.
- (69) "SUPPLEMENTARY APPLICATION" means any application made to Construct on or in more of the Rights-of-way than previously allowed, to extend a Permit that had already been issued, or to otherwise modify or amend the specifics of a Permit application.
- (70) "SYSTEM" means any System of conduit, cables, ducts, pipes, wires, lines, towers, antennae, wave guides, optic fiber, microwave, laser beams and any associated converters, equipment or Facilities or Utilities designed and constructed for the purpose of producing, receiving, amplifying, delivering or distributing Services within the City. A System shall specifically include, but not necessarily be limited to: electric distribution and/or transmission systems, natural or artificial gas distribution and/or transmission systems, water distribution systems, storm sewer systems, sanitary sewer systems, cable television systems, video service networks, telecommunications systems (whether voice, video, data, or other), fiber optic systems, and wireless communications systems.
- (71) "SYSTEM REPRESENTATIVE" means the specifically identified agent/employee of a Provider who is authorized to direct field activities of that Provider and serve as official notice agent for System related information. Any such System Representative shall be required to be available at all times to receive notice of and immediately direct response to System related emergencies or situations.
- (72) "TRANSFER" means the disposal by the Provider, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of fifty-one percent (51%) or more at one time of the ownership or controlling interest in the System, or fifty-one percent (51%) cumulatively over the term of a Certificate of Registration of such interests to a corporation, partnership, limited partnership, trust, or association or Person or group of Persons acting in concert.
- (73) "TRENCHLESS TECHNOLOGY" means, but not be limited to, the use of directional boring, horizontal drilling, microtunneling and other techniques in the Construction of underground portions of Facilities which result in the least amount of disruption and damage to Rights-of-way as possible.
- (74) "UNDERGROUND FACILITY(IES)" means all lines, cables, conduits, pipes, posts, tanks, vaults and any other Facilities which are located wholly or partially underneath Rights-of-way.
- (75) "UNUSED FACILITY(IES)" means facilities located in the Rights-of-way which have remained unused for twelve (12) months and for which the Provider is unable to provide the City with a Credible plan detailing the procedure by which the Provider intends to begin actively using such Facilities within the next twelve (12) months, or that it has a potential purchaser or user of the Facilities who will be actively using the Facilities within the next twelve (12) months, or that the availability of such Facilities is required by the Provider to adequately and efficiently operate its System.
- (76) "UTILITY(IES)" means any water, sewer, gas, drainage, sprinkler or culvert pipe and any electric power, telecommunications, signal communications, cable television or video service provider conduit, fiber, wire, cable, or an operator thereof.
- (77) "UTILITY CORRIDOR(S)" means those specific areas of the Rights-of-way designated as such by the Mayor pursuant to Section 907.03(e)(1).
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- (78) "UTILITY POLE" A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. Utility Pole excludes street signs and decorative poles.
- (79) "VIDEO SERVICE" means the same as "video service" in ORC 1332.21(J).
- (80) "VIDEO SERVICE AUTHORIZATION (or VSA)" means a "video service authorization" as issued to a Video Service Provider by the Director of the Ohio Department of Commerce in accordance ORC 1332.24(A)(1).
- (81) "VIDEO SERVICE NETWORK" means the same as "video service network" in ORC 1332.21(L).
- (82) "VIDEO SERVICE PROVIDER (or VSP)" means the same as "video service provider" in ORC 1332.21(M).
- (83) "WIRELESS FACILITY" means:
- A. Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 - 1. Equipment associated with wireless communications;
 - 2. Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of the technological configuration.
 - B. The term includes Small Cell Facilities.
 - C. The term does not include any of the following:
 - 1. The structure or improvements on, under, or within which the equipment is Collocated;
 - 2. Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
- (84) "WIRELESS SERVICE" means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using Wireless Facilities.
- (85) "WIRELESS SERVICE PROVIDER" means a person who provides Wireless Service as defined in division (A)(19) of ORC 4927.01.
- (86) "WIRELESS SUPPORT STRUCTURE" means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or Utility Pole is capable of supporting Small Cell Facilities. As used in this chapter, Wireless Support Structure excludes all of the following:
- A. A Utility Pole or other facility owned or operated by a municipal electric utility;
 - B. A Utility Pole or other facility used to supply traction power to public transit systems including railways, trams, streetcars, and trolleybuses.
- (87) "WORKING DAY" means any Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding legal holidays observed by the City.

907.02 RIGHTS-OF-WAYS ADMINISTRATION.

- (A) Administration. The Mayor shall be the principal city official responsible for the administration of Chapter 907, except as otherwise provided herein. The Mayor may delegate any or all of the duties hereunder to the Mayor's designee.
- (B) Rights-of-way occupancy. Each Person who occupies, uses or seeks to occupy or use the Rights-of-way to operate a system located in the Rights-of-way, or who has, or seeks to have, a system located in any rights-of-way, shall apply for and obtain a Certificate of Registration pursuant to Chapter 907. Any person owning, operating or maintaining a system in the rights-of-way without a Certificate of Registration, including persons

operating under a permit, license or franchise issued by the City prior to the effective date of Chapter 907 shall apply for and obtain a Certificate of Registration from the City, unless exempted by Section 907.02(d). Application will consist of providing the information set forth in Section 907.03 and as reasonably required by the Mayor or Mayor's designee.

- (C) No Construction Without a Certificate of Registration. Following the effective date of Chapter 907, no Person shall Construct or perform any work on or in any Rights-of-way nor shall a Provider use any System or any part thereof located on or in any Rights-of-way without first obtaining a Certificate of Registration. Whoever violates this section is guilty of a misdemeanor of the fourth degree as provided for in Section 907.99.
- (D) Exceptions.
- (1) The following entities are not obligated to obtain a Certificate of Registration: the City and resellers of Services or Persons that do not own any System or Facilities in the Rights-of-way.
 - (2) The following entities are required to participate in the Certificate of Registration process, but shall be exempt from the financial obligations of the Application Fee required by Section 907.03(a) and the Registration Maintenance Fee required by Section 907.05(a); Cable Operators for the purpose of providing only Cable Service and operating pursuant to a valid Cable Franchise; Video Service Provider for the purpose of providing only Video Service and operating pursuant to a valid Video Service authorization issued in accordance with ORC 1332.24; any entity which possesses an existing and valid non-terminable, non-amendable or non-revocable written privilege or authority previously granted by the City for the use or occupancy of the Right-of-way, whereby such exemption shall be limited to for specific term and limited conditions or obligations as previously granted; the Schools; the City of Columbus; and the County. In addition, Cable Operators shall be exempt from any requirement of the Certificate of Registration process that is in direct conflict with the requirements of, and/or specifically exempted by, a valid Cable Franchise with the City.
- (E) Systems in Place Without a Certificate of Registration. Any System or part of a System found in the Rights-of-way for which a Certificate of Registration has not been obtained or an exemption has been otherwise authorized by Chapter 907, shall be deemed to be a nuisance and an unauthorized use of the Rights-of-way. The City may exercise any remedies or rights it has at Law or in equity, including, but not limited to, abating the nuisance; taking possession of the Facilities and/or non-complying portion of such System; and/or prosecuting the violator.
- (F) Future Uses. Subject to applicable Law, in allowing Providers and Permittees to place Facilities in the Rights-of-way, the City shall not be liable for any damages caused thereby to any Provider's Facilities that are already in place or that shall be placed in the Rights-of-way unless those damages arise out of the sole negligence, gross negligence, willful misconduct, or fraud of the City. No Provider is entitled to rely on the provisions of this Chapter as creating a special duty to any Provider.
- (G) Discontinuance of Operations, Abandoned and Unused Facilities.
- (1) A Provider who has discontinued or is discontinuing its operations of any System in the City shall:
 - A. Provide information satisfactory to the City that the Provider's obligations for its System in the Rights-of-way under this section and any other sections in the Code have been lawfully assumed by another Applicant and/or Provider; or
 - B. Submit a written proposal to re-use its Facilities in a manner that promotes the City's goals of providing innovative and economic solutions to efficiently and economically utilize limited Rights-of-way capacity. Such proposal must be approved or denied by the Mayor or Mayor's designee. The denial of a proposal to re-use its Facilities in a manner that promotes the City's goals of providing innovative and economic solutions to efficiently and economically utilize limited Rights-of-way capacity shall be done in writing and describe the City's reasons for such a denial. The denial may be appealed by the Provider to the Mayor. The decision of the Mayor shall be final; or

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- C. Submit a written proposal for abandonment of Facilities in place indicating why good engineering practice would support this type of solution. The Mayor or Mayor's designee must approve or deny said proposal. The denial of a proposal to abandon facilities in place shall be done in writing and describe the reasons for such a denial. The denial may be appealed by the Provider to the Mayor. The decision of the Mayor shall be final; or
 - D. Completely remove all specifically identified portion(s) of its System in a manner acceptable to the City within a reasonable amount of time if the City believes that there exists a reasonable justification for such removal; or
 - E. Submit to the City within a reasonable amount of time and in accordance with ORC 4905.20 and 4905.21, a proposal for transferring ownership of its Facilities to the City. If a Provider proceeds under this clause, the City may, at its option where lawful:
 - 1. Purchase the Facilities; or
 - 2. Unless a valid removal bond has already been posted pursuant to Section 907.18(b), require the Provider to post a bond in an amount sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the Facilities.
- (2) Facilities of a Provider that fail to comply with this section and which remain Unused Facilities shall be deemed to be Abandoned. Abandoned Facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at Law or in equity, including, but not limited to:
- A. Abating the nuisance;
 - B. Taking possession of the Facilities and restoring them to a useable condition subject to a finding of the PUCO pursuant to the requirements of ORC 4905.20 and 4905.21; or
 - C. Requiring removal of the Facilities by the Provider or by the Provider's surety.
- (3) If the City requires a Provider to remove Unused Facilities in any Rights-of-way, the City shall use reasonable efforts to direct that this removal occur in conjunction with other scheduled excavations of the Rights-of-way. If the City abates the nuisance it may take all action necessary to recover its costs and to abate said nuisance, including, but not limited to, those methods set forth in ORC 715.261.
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- (H) Nature of Issuance. A Certificate of Registration shall not convey equitable or legal title in the Rights-of-way. A Certificate of Registration is only the nonexclusive, limited right to occupy Rights-of-way in the City, for the limited purposes and for the limited period stated in the Certificate of Registration and in accordance with Chapter 907 of the Code. The rights to occupy the Right-of-way may not be subdivided or subleased; provided, however, that two (2) or more Providers may locate Facilities in the same area of the Rights-of-way so long as each such Provider complies with the provisions of Chapter 907. Such Providers may file a joint application for a Construction Permit. A Certificate of Registration does not excuse a Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on Facilities of others, including the City's Facilities. A Certificate of Registration does not prevent a Provider from leasing space in or on the Provider's System, so long as the sharing of Facilities does not cause a violation of Law, including the provisions of Chapter 907. A Certificate of Registration does not excuse a Provider from complying with any provisions of the Code or other applicable Law.
- (i) Other Approvals, Permits, and Agreements. In addition to a Certificate of Registration, Providers shall obtain any and all regulatory approvals, permits, authorizations, or licenses necessary for the offering or provision of such Services from the appropriate federal, state and local authorities and upon the City's reasonable request, shall provide copies of such documents to the City. Further, a Certificate of Registration issued pursuant to Chapter 907 shall not entitle a Provider to use, alter, convert to, or interfere with, the Facilities,

easements, poles, conduits, lines, pipelines, wires, fiber, cable or any other real or personal property of any kind whatsoever under the management or control of the City.

907.03 CERTIFICATE OF REGISTRATION APPLICATIONS.

- (A) Certificate of Registration Applications. To obtain a Certificate of Registration to construct, own, or maintain any system within the City, or to obtain a renewal of a Certificate of Registration issued pursuant to this Chapter, an Application must be filed with the City on the form adopted by the City which is hereby incorporated by reference. For all Applications the City shall collect an Application Fee. The Application Fee shall be equal to all the actual and direct costs incurred by the City that are associated with receiving, reviewing, processing and granting (or denying) an Application. At the time of its decision to either grant or deny an Application the City shall calculate and assess all actual and direct costs involved in receiving, reviewing, processing and granting (or denying) the Application and provide a written invoice to the Applicant for the appropriate amount. The City shall require that the Applicant remit all Application Fee amounts invoiced within thirty (30) days of its decision to either grant or deny a Certificate of Registration. Any Applicant who fails to timely remit such invoiced Application Fee amounts shall be subject to the penalties of this Chapter, the imposition of any other legal or equitable remedies available to the City and the immediate revocation of any Certificate of Registration having been issued. Information Required for Application to Obtain a Certificate of Registration.
- (B) Information Required to Obtain a Certificate of Registration.
- (1) The Applicant shall keep all of the information required in this section current at all times, provided further that Applicant or Provider shall notify the City of any changes to the information required by this section within thirty (30) days following the date on which the Applicant or Provider has knowledge of such change. The information provided to the City at the time of Application shall include, but not be limited to:
 - A. Each Applicant's name, legal status (i.e. partnership, corporation, etc.), street address and e-mail address, if applicable, and telephone and facsimile numbers; and
 - B. The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a System Representative. The System Representative shall be available to the City at all times. Current information regarding how to contact the System Representative in an Emergency shall be provided at the time of Application and shall be updated as necessary to assure accurate contact information is available to the City at all times; and
 - C. A certificate of insurance where required to be provided to meet the requirements of this section shall:
 1. Verify that an insurance company licensed to do business in the State of Ohio has issued an insurance policy to the Applicant;
 2. Verify that the Applicant is insured on an occurrence basis against claims for personal injury, including death, as well as claims for property damage arising out of the:
 - (i) Use and occupancy of the Rights-of-way by the Applicant, its officers, agents, employees and contractors; and
 - (ii) Placement and use of Facilities in the Rights-of-way by the Applicant, its officers, agents, employees and contractors, including, but not limited to, protection against liability arising from any and all operations, damage of Underground Facilities and collapse of property;

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3. Name the City, its elected officials, officers, employees, agents and volunteers as an additional insured as to whom the comprehensive general liability and completed operation and products liability insurance required herein are in force and applicable and for whom defense will be provided as to all such coverage, as is required within Chapter 907;
 4. Require that the City be notified thirty (30) days in advance of cancellation of, or coverage changes in, the policy. The liability insurance policies required by this section shall contain the following endorsement:
 - (i) "It is hereby understood and agreed that this policy may not be diminished in value, canceled nor the intention not to renew be stated, until thirty (30) days after receipt by the City, by registered mail, return receipt requested, of a written notice addressed to the Mayor or her/his designee of such intent to cancel, diminish or not to renew."

Within thirty (30) days after receipt by the City of said notice, and in no event later than five (5) days prior to said cancellation, the Provider (or Applicant) shall obtain and furnish to the City a certificate of insurance evidencing replacement insurance policies.

5. Satisfy the requirements for comprehensive liability coverage, automobile liability coverage and umbrella coverage as follows:
 - (i) Comprehensive general liability insurance: comprehensive general liability insurance to cover liability, bodily injury, and property damage must be maintained. Coverage must be written on an occurrence basis, with the following minimum limits of liability and provisions, or their equivalent:
 - (1) Bodily injury:
Each occurrence—One million dollars (US \$1,000,000.00)
Annual aggregate—Three million dollars (US \$3,000,000.00)
 - (2) Property damage:
Each occurrence—One million dollars (US \$1,000,000.00)
Annual aggregate—Three million dollars (US \$3,000,000.00)
 - (3) Personal Injury:
Annual aggregate—Three Million Dollars (US \$3,000,000.00)
 - (4) Completed operations and products liability shall be maintained for six (6) months after the termination of a certificate of registration.
 - (5) Property damage liability insurance shall include coverage for the following hazards: E - explosion, C - collapse, U - underground.
 - (B) *Comprehensive auto liability insurance*: Comprehensive auto liability insurance to cover owned, hired, and non-owned vehicles must be maintained. Applicant may maintain comprehensive auto liability insurance as part of applicant's comprehensive general liability insurance, however, said insurance is subject to approval by the Mayor or the Mayor's designee. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:
 - (1) Bodily injury:
Each occurrence—One million dollars (US \$1,000,000.00)

Annual aggregate—Three million dollars (US \$3,000,000.00)

(2) Property damage:

Each occurrence—One million dollars (US \$1,000,000.00)

Annual aggregate—Three million dollars (US \$3,000,000.00)

- (2) Additional insurance: The City reserves the right to require any other insurance coverage it deems necessary after review of any proposal submitted by Applicant.
- (3) Self-insurance: Those Applicants maintaining a book value in excess of fifty million dollars (\$50,000,000.00) may submit a statement requesting to self-insure. If approval to self-insure is granted, Applicant shall assure the City that such self-insurance shall provide the City with no less than would have been afforded to the City by a third party insurer providing Applicant with the types and amounts of coverage detailed in this section. This statement shall include:
- A. Audited financial statements for the previous year; and
 - B. A description of the Applicant's self-insurance program; and
 - C. A listing of any and all actions against or claims made against Applicant for amounts over one million dollars (\$1,000,000.00) or proof of available excess umbrella liability coverage to satisfy all total current claim amounts above fifty million dollars (\$50,000,000.00).
 - D. The Mayor or Mayor's designee may modify or waive these requirements if they are not necessary in determining the sufficiency of the self-insurance. The Mayor or Mayor's designee may request applicable and pertinent additional information if it is necessary in determining the sufficiency of the self-insurance.
- (4) The City's examination of, or failure to request or demand, any evidence of insurance in accordance with Chapter 907 shall not constitute a waiver of any requirement of this section and the existence of any insurance shall not limit Applicant's obligations under Chapter 907.
- (5) Documentation that Applicant or Provider maintains standard workers' compensation coverage as required by Law. Similarly, Provider shall require any subcontractor to provide workers' compensation coverage in amounts required by Law for all of the subcontractor's employees.
- (6) If the Person is a corporation, upon specific request of the City, a copy of the certificate of incorporation (or its legal equivalent) as recorded and certified to by the secretary of state (or legal equivalent) in the state or country in which incorporated.
- (7) A copy of the Person's certificate of authority from the PUCO and/or the FCC and/or FERC, if the Person is lawfully required to have or actually does possess such certificate from said commission(s) and any other approvals, permits, or agreements as set out in Section 907.02(i).
- (8) Upon request of the City, a narrative (or if applicable PUCO/FCC/FERC application information) describing Applicant's proposed activities in the City including Credible information detailing Applicant's financial, managerial, and technical ability to fulfill Applicant's obligations under Chapter 907 and carry on Applicant's proposed activities.
- (C) Criteria for Issuance of a Certificate of Registration.
- (1) In deciding whether to issue a Certificate of Registration, the City shall consider:
- A. Whether the issuing of the Certificate of Registration will contribute to the health, safety, and welfare of the City and its citizens.
 - B. Whether issuing of the Certificate of Registration will be consistent with Chapter 907.
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- C. Whether Applicant has submitted a complete Application and has secured all certificates and other authorizations required by Law in order to Construct and operate a System in the manner proposed by the Applicant.
 - D. Whether the Applicant is delinquent on any taxes or other obligations owed to the City, County or State of Ohio.
 - E. Unless Applicant is otherwise exempted from such consideration by ORC 4939.03(C)(5), whether the Applicant has the requisite financial, managerial, and technical ability to fulfill all its obligations under this Chapter and the issuance of a Certificate of Registration.
 - F. Any other applicable Law.
- (D) Grant or Denial of an Application for a Certificate of Registration.
- (1) The City, not later than sixty (60) days after the date of filing by an Applicant of a completed Application for a Certificate of Registration, shall grant or deny the Application.
 - (2) If an Application for a Certificate of Registration is denied, the City shall provide to the Applicant, in writing, the reasons for denying the Application and such other information as the Applicant may reasonably request to obtain consent.
- (E) Obligations of a Provider Upon Receipt of a Certificate of Registration. In addition to the other requirements set forth herein, in the City's Design Guidelines, and in the Rules and Regulations each Provider shall:
- (1) Use its Best Efforts to cooperate with other Providers and users of the Rights-of-way and the City for the best, most efficient, and least obtrusive use of Rights-of-way, consistent with safety, and to minimize traffic and other disruptions; and
 - (2) When possible, participate in joint planning, Construction and advance notification of Rights-of-way work, as may be required by the City; and
 - (3) Upon reasonable written notice, and at the direction of the Mayor, promptly remove or rearrange Facilities as necessary for public safety; and
 - (4) Perform all work, Construction, maintenance or removal of Facilities within the Rights-of-way, in accordance with good engineering, construction and arboricultural practice (if applicable), including any appropriate state building codes, safety codes and Law and use Best Efforts to repair and replace any street, curb or other portion of the Rights-of-way, or Facilities located therein, to a condition to be determined by the Mayor to be adequate under current standards and not less than materially equivalent to its condition prior to such work and to do so in a manner which minimizes any inconvenience to the public, the City and other Providers, all in accordance with all applicable provisions of this Chapter, any Rules and Regulations and Design Guidelines the City may adopt and the Code; and
 - (5) Construct, install, operate and maintain its Facilities and System in a manner consistent with all applicable Laws, ordinances, construction standards and governmental requirements including, but not limited to, The National Electric Safety Code, National Electric Code and applicable FCC, FERC, or other federal, state and/or local regulations; and
 - (6) Be on notice that removal of trees, or the use of vegetation management programs within the Rights-of-way of the City require prior written approval by the Mayor or his/her designee. Any such activities, unless an Emergency, shall only be performed following the prior written approval of the Mayor or his/her designee and must be performed in accordance with the then most current standard horticultural and arboreal practices as promulgated by entities such as the National Arbor Day Foundation, the International Society of Arboriculture, and the Tree Care Industry, all as may be required by the City. Pruning shall at a minimum meet or exceed the requirements of the most current version of the American National Standards Institute ANSI A300 standard. Any additionally required horticultural and arboreal practices and guidelines shall be described in the Rules and Regulations
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- adopted by the Mayor pursuant to Section 907.06(e). Emergency removal of trees or the use of vegetation management programs within the Rights-of-way of the City may be performed in Rights-of-way as described herein and in accordance with the Rules and Regulations, but the Mayor or his/her designee shall be provided notice of such Emergency work being performed within two (2) Business Days of the start of the work. Any non-emergency tree removal or the use of vegetation management programs within the Rights-of-way that is performed without the Mayor or designee's written permission shall subject a Person to the penalties of Section 907.99 and may further require that the tree or vegetation be replaced, at the sole expense of the responsible Person, with a healthy tree or vegetation of like kind and quality; and
- (7) Warrant that all worker facilities, conditions and procedures that are used during Construction, installation, operation and maintenance of the Provider's Facilities within the Rights-of-way shall comply with all applicable standards of the Federal Occupational Safety and Health Administration; and
 - (8) Use its Best Efforts to cooperate with the City in any Emergencies involving the Rights-of-way; and
 - (9) Provider shall, weather permitting, remove all graffiti within ten (10) calendar days of notice. Provider shall use all reasonable efforts to remove any and all graffiti on any of the Provider's Facilities located within the City Rights-of-way. Should the Provider fail to do so, the City may take whatever action is necessary to remove the graffiti and bill the Provider for the cost thereof; and
 - (10) Providers shall use all reasonable efforts to field identify their Facilities in the Rights-of-way whenever Providers are notified by the City that the City has determined that such identification is reasonably necessary in order for the City to begin planning for the Construction, paving, maintenance, repairing, relocating or in any way altering any street or area in the Rights-of-way as defined in this Chapter. The City shall notify the Providers of the City's date to begin the process at least thirty (30) days prior to the commencement of said activities. In field identifying Facilities:
 - A. Providers shall identify all Facilities that are within the affected Rights-of-way using customary industry standards and distinct identification; and
 - B. Facilities will be so marked as to identify the Provider responsible for said Facilities; and
 - C. Should any such marking interfere with the Facilities function, create a safety problem or violate any safety code, alternative methods of marking the Facilities may be approved by the Mayor; and
 - D. All marking should be clearly readable from the ground and include the product name or logo only. No advertising will be permitted.
 - (11) A Provider that is replacing an existing Utility Pole shall be responsible to coordinate with all other Providers to ensure the orderly transfer of all lines or cables to the replacement Utility Pole, the removal of the existing Utility Pole, and the restoration of the Rights-of-way within thirty (30) days weather permitting after the replacement Utility Pole is installed. Upon request, the Mayor may grant the Provider additional time for good cause.
- (F) Establishment of Utility Corridors.
- (1) The Mayor or Mayor's designee may assign specific corridors within the Rights-of-way, or any particular segment thereof as may be necessary, for each type of Facilities that are, or that the City expects, may someday be, located within the Rights-of-way.
 - (2) Any Provider whose Facilities are in the Rights-of-way and are in a position at variance with Utility Corridors established by the Mayor or Mayor's designee shall at the time of the next Construction of the area, excluding normal maintenance activities, move such Facilities to their assigned position within the Rights-of-way. Existing underground Facilities located within a designated Utility Corridor shall not be required to relocate into adjacent or alternative portions of the Rights-of-way unless they are in conflict with an actual or proposed public improvement project. The above requirements may be
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waived by the City for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the Facilities, public safety, customer service needs, Law precluding such underground Facilities, and hardship to the Provider. If a Provider is denied a requested waiver from the above requirements by the Mayor's designee, the Provider may appeal the denial to the Mayor. The decision of the Mayor shall be final

- (3) The Mayor or Mayor's designee shall make every good faith attempt to accommodate all existing and potential users of the Rights-of-way as set forth in this Chapter.
- (4) Providers may enter into written agreements to use existing poles and conduits with the owners of same and shall use Best Efforts to install their Facilities within the Rights-of-way.
- (5) No Facility placed in any Rights-of-way shall be placed in such a manner that interferes with normal travel on such Rights-of-way.
- (6) Unless otherwise stated in a Certificate of Registration or Permit, all Facilities within the Rights-of-way shall be Constructed and located in accordance with the Code and with the following provision:
 - A. Whenever all existing Facilities that have been traditionally located overhead are located underground in a certain area within the City, a Provider who desires to place its Facilities in the same area must also locate its Facilities underground.
 - B. Whenever a Provider is required to locate or re-locate Facilities underground within a certain area of the City, every Provider with Facilities within the same area of the City shall concurrently re-locate their Facilities underground.
 - C. The above requirements may be waived by the City for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the Facilities, public safety, customer service needs, Law precluding such undergrounding of Facilities; and hardship to the Provider. If a Provider is denied a requested waiver from the above requirements, the Provider may appeal the denial to the Mayor.

(G) Historic Districts.

- (1) Except as otherwise provided by Law, the City shall have the authority to prohibit the use or occupation of the Right-of-way by a Provider if the Right-of-way for which the Provider seeks use and occupancy lies within a Historic District.
- (2) As a condition for approval for the co-location or installation of Small Cell Facilities and/or Wireless Support Structures in an area of the City designated as a Historic District, the City may:
 - A. Require reasonable, technically feasible, and nondiscriminatory design or concealment measures for the Small Cell Facilities and Wireless Support Structures.
 - B. Request that a provider comply with the design and aesthetic standards of the Historic District or a residential district, as provided for in the City's Design Guidelines..
 - C. Request that a provider explore the feasibility of using certain camouflage measures to improve the aesthetics of the Small Cell Facilities and Wireless Support Structures to minimize the impact to the area aesthetics.
- (3) This section may not be construed to limit the City's authority to enforce local codes, administrative rules, or Rules and Regulations adopted by ordinance, which are applicable to a historic area designated by the State or City and historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

907.04 REPORTING REQUIREMENTS.

- (A) Construction and Major Maintenance Plan. Each Provider shall, at the time of initial Application and by January 1 of each following year, file a Construction and Major Maintenance Plan with the Mayor or Mayor's designee. Such Construction and Major Maintenance Plan shall be provided for all geographical areas requested by the City, up to and including the entire geographical area of the City. It shall be submitted using a format(s) mutually agreeable to the Provider and the City and shall contain the information determined by the Mayor to be necessary to facilitate the coordination and reduction in the frequency of Construction in the Rights-of-way. The Construction and Major Maintenance Plan shall include, but not be limited to, all currently scheduled and/or anticipated Construction projects for the next calendar year, if none are scheduled or anticipated then the Plan shall so state. The Provider shall use its Best Efforts in supplying this information and shall update the Construction and Major Maintenance Plan on file with the City whenever there is a material change in scheduled and/or anticipated Construction projects. In an effort to assist Providers with the completion of their annual Construction and Major Maintenance Plan, the Mayor, on or before October 1 of each year, will send each Provider's System Representative a descriptive narrative (and any mapping information reasonably available) for all the planned Right-of-way improvements and/or scheduled maintenance that the City then currently intends to undertake during the next calendar year. The City may, in its sole discretion, update and/or modify the descriptive narrative and mapping information provided.
- (B) Mapping Data. With the filing of its Application for a Certificate of Registration, a Provider shall be required to accurately inform the City of the number of miles (rounded up to the nearest mile) of Right-of-way the Provider's System then currently occupies and begin submitting to the City all information that currently exists and which can be provided regarding the location of its Facilities in the Right-of-way in hard copy or in the most advanced format (including, but not limited to, electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. Unless otherwise required by Section 907.14(b), a Provider shall have up to one year from the date of the Provider's initial filing of an Application for a Certificate of Registration to completely submit all the mapping data for a Provider's System in the entire geographical area of the City which it owns or over which it has control that are located in any Rights-of-way of the City in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The Provider shall supply the mapping data on paper if the Mayor or Mayor's designee determines that the format currently being used by the Provider is not capable of being read by the City. Anytime after the issuance of a Certificate of Registration, and upon the reasonable request of the City, a Provider shall be required to provide to the City any additional location information for any Facilities which it owns or over which it has control that are located in any Rights-of-way of the City required by the City. Unless otherwise required by Law, any and all actual direct, incidental and indirect costs incurred by the City during the process of reviewing, inputting and/or converting a Provider's mapping information to comport with the City's then current standard format (whether electronic or otherwise) shall be directly billed to, and must be timely remitted by, the Provider. Failure to pay such mapping costs within sixty (60) days of receipt of an invoice shall subject an Applicant or Provider to revocation of its Certificate of Registration and the penalties of Section 907.99. Further, each Provider that has been issued a Certificate of Registration shall accurately inform the City on or before each subsequent January 1 of the number of miles (rounded up to the nearest mile) of Right-of-way the Provider's System then occupied as of the immediately previous December 1. The Mayor or Mayor's designee may, in the future, adopt additional specifications and further define or modify the mapping data requirements under this section for reasons including, but not limited to, changes in technology or the Law regarding public disclosure of a Provider's mapping information. When the City

modifies and/or amends the mapping data requirements, the City shall use Best Efforts to avoid unreasonably increasing the burden to the Providers that may be associated with satisfying the amended mapping requirements. When the mapping requirements of Section 907.04(b) are amended, each Provider shall be served with a copy of the new specifications or modifications by regular U.S. Mail to the System Representative identified in each Certificate of Registration and in accordance with Section 907.20(d); provided, however, that any failure of any Provider to actually receive such notice shall not in any way affect the validity or enforceability of said specifications or modifications.

- (C) Exemption from Disclosure. A Provider shall notify the City if the Provider believes that any specific document or portion of a document being submitted to the city is exempt from the public records disclosure requirements of ORC § 149.43. The notification shall be in writing and indicate the specific document or portion of a document that the provider believes is exempt from disclosure. The notification shall include the legal basis for the claimed exemption, including the applicable statutory reference and any additional information necessary to make a determination of exemption for each specific document or portion of a document. If a public records request is made for documents submitted by a Provider, the City will consider the written notification in making its own independent determination of whether a specific document or a portion of a document is exempt from the disclosure requirements of ORC § 149.43. To the extent permitted by law, the city will endeavor to use reasonable Best Efforts to notify the provider of the request prior to making the document available for inspection or copying.

907.05 COMPENSATION FOR CERTIFICATE OF REGISTRATION.

- (A) Compensation. As compensation for the City's costs to administer Chapter 907, manage, administer and control the Rights-of-way and maintain each Certificate of Registration issued, every Provider or any Person operating a System shall pay to the City a Registration Maintenance Fee. The Registration Maintenance Fee shall be determined and assessed to Providers and other Persons operating a System or otherwise using and occupying the Rights-of-way in accordance with the following process and formula:
- (B) The fees specified in this Section may be modified or adjusted or waived by regulation; provided, however, that such fees shall be calculated to only recover the City's actual and incurred costs of planning, regulating, purchasing, maintaining and governing the rights-of-way, including any costs of joint planning, joint utility and telecommunications facilities placed in the right-of-way by the City for the future use of permittees, enforcement of this chapter, and related costs and overheads, including but not limited to an appropriate allocation of the costs of any geographic information systems utilized by the City, unless otherwise required by law.
- (C) The Mayor may enter into agreements with permittees under which permittees may provide facilities or services, or both, to the city in lieu of all or a portion of such fees. All such agreements shall be approved by council.
- (D) Timing. Registration maintenance fees shall be paid in advance by January 1st of each calendar year. Registration Maintenance Fees shall be paid in full for the first year of the registration as a condition of the Certificate of Registration becoming effective. Fees may be prorated from the effective date of the certificate of registration to the end of the calendar year if less than one (1) full year.
- (E) Taxes and Assessments. To the extent taxes or other assessments are imposed by any taxing authority or community authority on the use of City property as a result of a Provider's use or occupation of the Rights-of-way, the Provider shall be responsible for payment of such taxes or assessments. Such payments shall be in addition to any other fees payable pursuant to Chapter 907 and shall not be considered an offset to, or in lieu of, the fees and charges listed in Chapter 907. The Registration Maintenance Fee is not in lieu of any tax, fee, or other assessment except as specifically provided in Chapter 907, or as required by applicable Law.

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- (F) Interest on Late Payments. In the event that any Registration Maintenance Fee is not paid to the City by April 1, the Provider shall pay a monthly late charge of one percent (1%) of the unpaid balance for each month or any portion thereof for which payment is not made.
 - (G) No Accord and Satisfaction. No acceptance by the City of any Registration Maintenance Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such Registration Maintenance Fee payment be construed as a release of any claim the City may have for additional sums payable.
 - (H) Cost of Publication. A Provider shall assume all actual and direct newspaper or other appropriate publication costs of up to one thousand dollars (\$1,000.00) associated with its certificate of Registration that may be required by Law or that may otherwise be required by its Application for a Certificate of Registration or other Permit as provided for herein.

907.06 OVERSIGHT AND REGULATION.

- (A) Reports. Upon reasonable request of the City, a Provider shall provide the City with a list of any and all material communications, public reports, petitions, or other filings, either received from or submitted to any municipal, county, state or federal agency or official (and any response thereto submitted by or received by a Provider), and any other information or report reasonably related to a Provider's obligations under Chapter 907 which in any way materially effects the operation of the System or a Provider's representations and warranties set forth herein, but not including tax returns or other filings which are confidential. Upon request, a Provider shall promptly, but in no case later than thirty (30) business days following the request, deliver to the City a complete copy of any item on said list. Upon the request of the City, a Provider shall promptly submit to the City any information or report reasonably related to a Provider's obligations under Chapter 907, its business and operations with respect to the System or its operation, in such form and containing such information as the City shall specify. Such information or report shall be accurate and complete and supplied within thirty (30) days.
- (B) Confidentiality. All information submitted to the City that is considered Confidential Information, trade secret and/or proprietary information or information that upon public its disclosure would be highly likely to place critical portions of the Provider's System in real danger of vandalism, sabotage or an act of terrorism, must be clearly marked as such when submitted. The City shall endeavor to exercise all reasonable legal protections so as not to publicly disclose to any third party such information unless required by Law. The City shall, following receipt of a request for public disclosure of clearly marked trade secret and/or proprietary information submitted by a Provider, endeavor to use reasonable Best Efforts to timely place the Provider's System Representative on notice that such a request for public disclosure has been made.
- (C) Provider's Expense. All reports and records required under Chapter 907 shall be furnished at the sole expense of a Provider.
- (D) Right of Inspection and Audit. The City's designated representatives shall have the right to inspect, examine, or audit during normal business hours and upon reasonable notice to a Provider under the circumstances; documents, records, or other information which pertain to a Provider's operation of a System within the City that are related to its obligations under Chapter 907. All such documents shall be made available within the City or in such other place that the City may agree upon in writing in order to facilitate said inspection, examination, or audit.
- (E) Rules and Regulations. The City may propose and adopt (and from time to time amend) the Rules and Regulations regarding Chapter 907, Design Guidelines, Construction standards and occupancy requirements of the Right-of-way. Prior to the initial adoption of the Rules and Regulations, the City shall provide written notice and a copy of the proposed language of such adoption, via United States Regular Mail, to each Provider who holds a then current Certificate of Registration. Each Provider shall then have thirty (30) days following the date of the City's mailing to provide written comment regarding the proposed language to the City. At least forty-five (45) days, but not more than sixty (60) days following the date of the City's mailing,

the City shall schedule and hold a meeting, to make available a forum at which all then current Providers may address any questions, concerns and make reasonable suggestions regarding the proposed new Rules and Regulations. The City shall, following said meeting and the review of the Providers' comments and suggestions, adopt the Rules and Regulations in a manner that best serves the City.

907.07 SMALL CELL FACILITIES AND WIRELESS SUPPORT STRUCTURES.

- (A) Use of Rights-of-Way. In accordance with ORC Ch. 4939, this section establishes terms and conditions for the use of the Right-of-way by an Operator to Collocate Small Cell Facilities and Construct, maintain, modify, operate, or replace Wireless Support Structures to distribute Wireless Service in the City.
- (B) Applicability. The application procedures, permit fees, and auditing procedures outlined in this chapter shall be applicable to applications to establish wireless facilities. However, Wireless Facilities that are not Small Cell Facilities or Wireless Support Structures as defined in this chapter are not subject to this section.
- (C) Certificate of Registration Required. In accordance with this chapter, and unless otherwise prohibited by Law, each Person who occupies, uses, or seeks to Occupy or Use the Rights-of-way to operate a Small Cell Facility or Wireless Support Structure in the Right-of-way, or who has, or seeks to have, a Small Cell Facility or Wireless Support Structure located in any Right-of-way, shall apply for and obtain a Certificate of Registration for the System pursuant to this chapter.
- (D) Construction Permit and Minor Maintenance Permit Required. All applications for the construction or modification of a Small Cell Facility or Wireless Support Structure shall comply with the Construction Permit and Right-of-way Minor Maintenance Permit requirements set forth in this chapter and any other applicable Law.
- (E) Micro Wireless Permit Submission. In addition to the requirements in (c) and (d) of this Section 907.07, a Micro Wireless Permit shall be submitted by any Person that seeks to Construct, modify, Collocate, or replace a Small Cell Facility or Wireless Support Structure in any Right-of-way. The City's consent shall not be required for the replacement of a Small Cell Facility and/or Wireless Support Structure with a Small Cell Facility and/or Wireless Support Structure, respectively, that is consistent with the City's Design Guidelines and is substantially similar to the existing Small Cell Facility and/or Wireless Support Structure, or the same size or smaller than the existing Small Cell Facility and/or Wireless Support Structure and complies with the requirements for Construction Permits as provided in this chapter.
 - (1) For processing a Micro Wireless Permit, the city may charge a fee for each Small Cell Facility and/or Wireless Support Structure in accordance with Law and as listed on the Micro Wireless Permit forms.
 - (2) The City shall grant or deny a Micro Wireless Permit in accordance with any required timelines under Law or any other timeline provided for in the City's Design Guidelines, whichever shall be more favorable to the Applicant.
 - A. If the City fails to approve or deny a Micro Wireless Permit within the required time period, provided that the time period is not otherwise tolled in accordance with the provisions of this section, the Micro Wireless Permit shall be deemed granted upon the requesting entity notifying the City that the time period for granting or denying the request of consent has lapsed.
 - (3) Requests for consent that do not meet the requirements listed on the application or stated herein or in the City's Design Guidelines shall be deemed incomplete or shall otherwise be denied by the City.
 - A. If a Micro Wireless Permit is deemed incomplete, within thirty (30) days of receiving the application, the City shall provide written notice to the Applicant that clearly and specifically delineates all missing documents or required information.
 - 1. Once the Applicant submits the documents or information in response to the City's notice of incompleteness, the time period for review resumes and the City shall grant, deny, or

deem the Micro Wireless Permit to be incomplete due to not providing the information identified in the original notice of incompleteness.

2. For a Micro Wireless Permit that is deemed incomplete for a second or subsequent time, the city shall continue to follow the process in Section 907.07(e)(3)(A)(i) of this section until such time that a complete Application is received from the Applicant. At such time, the City shall, within the required time period for review, grant or deny the Micro Wireless Permit.
- B. If a Micro Wireless Permit is denied, the City shall provide in writing its reasons for denying the request, supported by substantial, competent evidence, and such information that the Applicant may reasonably request to obtain consent.
 1. Except in the case of a Public Utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or a Cable Operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, the city, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.
- (4) The City shall permit a Person seeking to Construct, modify, Collocate, or replace more than one (1) Small Cell Facility or more than one Wireless Support Structure within the Right-of-way to file a consolidated application for consent.
 - A. No more than thirty (30) Small Cell Facilities or thirty (30) Wireless Support Structures shall be proposed within a single Application to receive a single Permit for the Construction, modification, Collocation, or replacement of Small Cell Facilities or Wireless Support Structures in the Right-of-way.
 - B. A single Application may only address multiple Small Cell Facilities or Wireless Support Structures if they each involve substantially the same type of Small Cell Facility and/or substantially the same type of Wireless Support Structure.
 - C. If an Applicant intends to submit five (5) or more Small Cell Facilities or Wireless Support Structures in a single Application, a pre-application meeting that includes the Applicant and the public service department may be required by the City in order to help expedite the permitting process. This pre-application meeting may also include a site visit if so requested by the City.
 - D. The City may separately address Applications for which incomplete information has been received or which are denied.
- (5) If the number of requests for consent is likely to result in difficulty processing Applications within the time limits set forth in Law due to the lack of resources of the City, then the City may toll the time limits as follows:
 - A. The time period for the City to grant or deny a Micro Wireless Permit may be tolled for up to twenty-one (21) days for the first fifteen (15) requests for consent for Small Cell Facilities or Wireless Support Structures received by the City above the thresholds provided in the table below within any consecutive thirty-day period:

Population of city at the time that the Small Cell facility or Wireless Support Structure request for consent is received:	Number of applications:
30,000 persons or less	15 applications or more
30,001 to 40,000 persons	20 applications or more
40,001 to 50,000 persons	25 applications or more
50,001 to 60,000 persons	30 applications or more
60,001 to 100,000 persons	60 applications or more

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- B. For every additional fifteen (15) requests for consent that the City receives above the thresholds provided in the table above, the City may toll the time period to grant or deny its consent for up to fifteen (15) additional days.
- C. In no instance shall the city toll the time period for any Small Cell Facility or Wireless Support Structure Micro Wireless Permit by more than ninety (90) consecutive days.
- D. Upon request by the Applicant, the City shall provide written notice of the time limit for a Small Cell Facility or Wireless Support Structure Micro Wireless Permit.
- (F) Annual Charge. The total annual charge to reimburse the City for Collocation of a Small Cell Facility by an Operator to a Wireless Support Structure owned by the City and located in the Right-of-way shall be in accordance with Law.
- (G) Term. The City's approval term of a Collocation to a Wireless Support Structure shall be for a period of not less than ten (10) years, with a presumption of renewal for successive five-year terms, unless otherwise terminated or not renewed for cause or by mutual agreement between the Operator and the City.
- (1) An Operator may remove its Small Cell Facilities at any time subject to applicable Permit requirements and may stop paying annual charges or fees established by Law.
- (2) In the event that use of a Small Cell Facility or Wireless Support Structure is discontinued, the owner shall submit written notice to the City to discontinue use and the date when the use shall be discontinued. If the Small Cell Facility or Wireless Support Structure is not removed within three hundred sixty-five (365) days of discontinued use, the Small Cell Facility or Wireless Support Structure shall be considered Abandoned in accordance with ORC Ch. 4939 and the City may remove the Small Cell Facility or Wireless Support Structure at the owner's expense.
- (H) Design Guidelines. The Mayor or Mayor's designee is authorized to establish, implement and amend, from time to time, Design Guidelines regarding, among other things: (1) the location of any ground-mounted Small Cell Facilities; (2) the location of a Small Cell Facility on a Wireless Support Structure; (3) the appearance and concealment of Small Cell Facilities, including those relating to materials used for arranging, screening or landscaping; and (4) the design and appearance of a Wireless Support Structure, including any Height requirements adopted by the City.
- (1) The City, as opposed to the Construction of a new Wireless Support Structure in the Right-of-way, shall prefer locating Small Cell Facilities on existing Wireless Support structures without increasing the Height of the Wireless Support Structure by more than five (5) feet, including the Antenna and any associated shroud or concealment material.
- (2) The City shall permit, consistent with Law and for the purpose of providing Wireless Service, Collocation of a Small Cell Facility by an Operator to a Wireless Support Structure owned by the City and located in the Right-of-way, provided that the Operator comply with the Design Guidelines under (h) of Section 907.07 and any reasonable terms and conditions for such Collocation that are adopted by the City and consistent with the Design Guidelines and this chapter.
- A. The City may condition approval of the Collocation on replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with its construction or safety standards.
- B. A replacement or modification of the Wireless Support Structure shall conform to the applicable Design Guidelines and the City's applicable specifications for the type of structure being replaced.
- C. The City may retain ownership of a replacement Wireless Support Structure.
- D. The City may require removal and relocation of a Small Cell Facility or Wireless Support Structure, at the Permittee's sole expense, in order to accommodate Construction of a public improvement project by the City.

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- (3) The City may propose an alternate location to the proposed location of a new Wireless Support Structure that is within one hundred (100) feet of the proposed location or within a distance that is equivalent to the width of the Right-of-way in or on which the new Wireless Support Structure is proposed, whichever is greater, which the Operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

907.08 REGISTRATION TERM.

The term of each Certificate of Registration granted under Chapter 907 shall be valid from the date of issuance until such time as it is revoked, terminated, has lapsed or is properly amended.

907.09 INDEMNITY.

- (A) Indemnity Required. Each Certificate of Registration issued pursuant to Chapter 907 shall contain provisions whereby Providers agree to defend, indemnify and hold the City and its agents, officers, elected officials, employees, volunteers, and subcontractors harmless from and against all damages, costs, losses or expenses:
- (1) For the repair, replacement, or restoration of City property, equipment, materials, structures and Facilities which are damaged, destroyed or found to be defective as a result of such Provider's acts or omissions; and
 - (2) From and against any and all claims, demands, suits, causes of action, and judgments:
 - A. For damage to or loss of the property of any Person, and/or the death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any Person;
 - B. Arising out of, incident to, concerning or resulting from the act or omissions of such Provider, its agents, employees, and/or subcontractors, in the performance of activities pursuant to such Certificate of Registration, no matter how, or to whom, such loss may occur.
- (B) In any event, all Persons using or occupying the Rights-of-way agree to defend, indemnify and hold harmless the City as set forth above as a condition of their use and occupancy of the Rights-of-way.
- (C) For small cell facilities and wireless support structures, in addition to Section 907.09(A), any operator who owns or operates small cell facilities or wireless support structures in the public way shall indemnify, protect, defend, and hold the municipal corporation and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the operator who owns or operates small cell facilities and wireless service in the public way, any agent, officer, director, representative, employee, affiliate or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in a public way.

907.10 CIVIL FORFEITURES.

In addition to any other penalties set forth in this Chapter 907 and the remedy of specific performance, which may be enforced in a court of competent jurisdiction, the City may assess an additional penalty of civil forfeiture for failure to comply with any provision of Chapter 907. Such penalty shall be a monetary sum, payable to the City, in the amount of five hundred dollars (\$500.00) per twenty-four-hour day of violation and any subsequent portion of a day less than twenty-four (24) hours in length. Prior to assessing said penalty, the City will provide written notice to the Provider detailing the failure to comply with a specific provision of Chapter 907. Such notice shall also indicate that said penalty shall be assessed in fifteen (15) calendar days subsequent to the date of receipt if

compliance is not achieved. If a Provider desires to challenge such penalty, Provider must request a hearing before the Mayor within ten (10) days of service of the notice. Such hearing shall be held within thirty (30) days of the Provider's request. If Provider requests such hearing before the Mayor, such penalty shall be temporarily suspended. However, if, after the hearing, the Mayor determines that Provider failed to comply with the specific provision(s) of Chapter 907 referenced in the notice, such penalty shall be assessed starting with the fifteen (15) calendar days after receipt of the notice referenced in this section and continuing each day thereafter until compliance is achieved. The determination of the Mayor shall be final. The Provider may file an administrative appeal pursuant to ORC Ch. 2506. The penalty shall continue to accrue during the appeal unless the Provider obtains a stay and posts a supersede as bond pursuant to ORC 2505.09 or the Provider comes into full compliance with Chapter 907.

§ 907.11 TERMINATION OF CERTIFICATE OF REGISTRATION.

- (A) Default Notice Provided. The City through its Mayor shall give written notice of default to a Provider if the City, in its sole discretion, determines that a Provider has:
- (1) Violated any material provision or requirement of the issuance or acceptance of a Certificate of Registration or any Law and failed to cure as may be required; or
 - (2) Evaded or attempted to evade any provision of the issuance of a Certificate of Registration or the acceptance of it; or
 - (3) Practiced any fraud or deceit upon City; or
 - (4) Made a material misrepresentation of fact in the Application for a Certificate of Registration.
- (B) Cure Required. If a Provider fails to cure a default within thirty (30) calendar days after such notice is served by the City then such default shall be a material default and City may exercise any remedies or rights it has at Law or in equity to terminate the Certificate of Registration. If the Mayor or Mayor's designee decides there is cause or reason to terminate, the following procedure shall be followed:
- (1) City shall serve a Provider with a written notice of the reason or cause for proposed termination and shall allow a Provider a minimum of ten (10) calendar days to cure its breach.
 - (2) If the Provider fails to cure within ten (10) calendar days, the Mayor's designee may declare the Certificate of Registration terminated.
 - (3) The Provider shall have ten (10) calendar days to appeal the termination to the Mayor. All such appeals shall be in writing. If the Mayor's designee determines there was not a breach, then the Mayor shall overturn the decision. Otherwise, the Mayor shall affirm the decision to terminate. The determination of the Mayor shall be final.

§ 907.12 UNAUTHORIZED USE OF PUBLIC RIGHTS-OF-WAY.

- (A) No Use Without Authorization. No Person shall use the Rights-of-way to operate a System that has not been authorized by the City in accordance with the terms of Chapter 907 and been issued a Certificate of Registration.
- (B) No Use Without Certificate of Registration. No Person shall place or have placed any Facilities in, on, above, within, over, below, under, or through the Rights-of-way, unless allowed under Chapter 907 or having been issued a Certificate of Registration.
- (C) Unauthorized Use a Violation. Each and every unauthorized use shall be deemed to be a violation and a distinct and separate offense. Each and every day any violation of Chapter 907 continues shall constitute a distinct and separate offense.

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- (D) Distinct and Separate Offense. No Person shall fail to comply with the provisions of Chapter 907. Each and every failure to comply shall be deemed a distinct and separate offense. Each and every day any violation of Chapter 907 continues shall constitute a distinct and separate offense.
 - (E) Penalty Assessed. The violation of any provision of Chapter 907 shall be unlawful and a misdemeanor offense. The penalty for any violation of Chapter 907 shall be as provided in Section 907.99.

§ 907.13 RIGHTS OF INDIVIDUALS.

- (A) No Discrimination. No provider shall deny service, deny access, or otherwise discriminate against any other person on the basis of race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture. A provider shall comply at all times with all other applicable law relating to nondiscrimination.
- (B) Equal Employment. A provider shall adhere to the applicable equal employment opportunity requirements of law, as now written or as amended from time to time.
- (C) Privacy. A provider shall adhere to subscriber privacy Laws and shall take reasonable steps to prevent the invasion of any other person's right of privacy or other personal rights through the use of the system as such rights are delineated or defined by applicable law. A provider shall not, without lawful court order or other legal authority, utilize any system's capability for unauthorized personal surveillance of any person.

§ 907.14 ASSIGNMENT OR TRANSFER OF OWNERSHIP AND RENEWAL.

- (A) Assignment or Transfer Approval Required. A Certificate of Registration shall not be assigned or transferred, either in whole or in part, other than to an Affiliate, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignment or transfer of Certificate of Registration, including an assignment or transfer by means of a fundamental corporate change, requires the written approval of the City.
 - (B) Procedure to Request Assignment or Transfer Approval. The parties to the assignment or transfer of Certificate of Registration shall make a written request to the City for its consent in the form of the Certificate of Registration Application. The City shall reply in writing within sixty (60) days of actual receipt of the request and shall indicate its approval of the request or its determination that a hearing is necessary. City may conduct a hearing on the request within thirty (30) days of such determination if it determines that a sale or transfer of the Certificate of Registration adversely affects the City.
 - (C) Notice and Hearing. Notice of a hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the City. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.
 - (D) Review by City. The City will review the qualifications (including, but not limited to, legal, technical and financial where appropriate) of the proposed assignee or transferee and terms of the existing Certificate of Registration. City will make its decision in writing setting forth any conditions for assignment or transfer. Within one hundred twenty (120) days of actual receipt of the request for assignment or transfer, the City shall approve or deny such assignment or transfer request in writing.
 - (E) Fundamental Corporate Change. For purposes of this section, fundamental corporate change means the sale or transfer of a controlling interest in the stock of a corporation or the sale or transfer of all or a majority of a corporation's assets, merger (including a parent and its subsidiary corporation), consolidation or creation of a subsidiary corporation. For the purposes of this section, fundamental partnership change means the sale or transfer of all or a majority of a partnership's assets, change of a general partner in a limited partnership, change from a limited to a general partnership, incorporation of a partnership, or change in the control of a partnership.
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- (F) Certificate of Registration and Assignee/Transferee Replacement Issuance Required. In no event shall a transfer or assignment of ownership or control be ultimately acceptable to the City without transferee or assignee requesting and being issued a replacement Certificate of Registration within ninety (90) days of transfer or assignment.
- (G) Not a Transfer. Notwithstanding anything to the contrary, no such consent or approval shall be required for a transfer or assignment to any Person controlling, controlled by or under the same common control of the original holder of the Certificate of Registration.

§ 907.15 CONSTRUCTION PERMITS.

- (A) Construction Permit Requirement. Except as otherwise provided in the Code, no Person may Construct in any Rights-of-way without first having obtained a Construction Permit as set forth below. This requirement shall be in addition to any requirements set forth in the Code.
- (1) A Construction Permit allows the Permittee to Construct in that part of the Rights-of-way described in such Construction Permit and to obstruct travel over the specified portion of the Rights-of-way by placing Facilities described therein, to the extent and for the duration specified therein.
 - (2) A Construction Permit is valid only for the dates and the area of Rights-of-way specified in the Construction Permit itself and shall in no event be valid for more than one hundred eighty (180) days from the construction start date.
 - (3) No Permittee may Construct in the Rights-of-way beyond the date or dates specified in the Construction Permit unless such Permittee:
 - A. Submits a Supplementary Application for another Construction Permit before the expiration of the initial Construction Permit; and
 - B. Is granted a new Construction Permit or Construction Permit Extension.
 - (4) Original Construction Permits issued pursuant to Section 907.15 shall, when possible, be conspicuously displayed at all times at the indicated work site and shall be available for inspection by Inspectors and authorized City personnel. If the original Construction Permit involves work conducted simultaneously at multiple locations, each location shall display a photocopy of the original Construction Permit. If the original Construction Permit is not conspicuously displayed at the indicated work site, then upon request, the original Construction Permit must be produced within twelve (12) hours or the first earliest Business Hour, whichever is later. For purposes of this section, Business Hour shall mean the hours between 8:00 a.m. and 5:00 p.m. during a Business Day.
- (B) Construction Permit Applications.
- (1) Application for a Construction Permit, unless an Emergency shall be made to the Mayor no less than fourteen (14) Business Days prior to the requested start of Construction.
 - (2) All Construction Permit Applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:
 - A. Credible evidence that the Applicant (where required) has been issued a Certificate of Registration or proof that the Applicant has written authority to apply for a Construction Permit on behalf of a party that has been issued a Certificate of Registration; and
 - B. Submission of a completed Construction Permit Application in the form required by the City, including, but not limited to, all required attachments, and scaled, dated drawings showing the location and area of the proposed project, number and location of street crossings, and the location of all then known existing and proposed Facilities of the Applicant or Provider within the proposed project area. All drawings, plans and specifications submitted with the Application shall comply with applicable technical codes, Rules and Regulations, or Design Guidelines where applicable, and be certified as to being in such compliance by trained technical personnel

acceptable to the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The City reserves the right, in circumstances that the Mayor considers unique, complex or unusual, to request that certain submitted drawings, plans and specifications be accompanied by the certification of a registered licensed professional engineer; and

- C. A City approved traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the OMUTCD, to prevent injury or damage to Persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
- D. If the Applicant wants to install new Facilities, evidence that there is no surplus space and evidence that the Applicant has received an appropriate Permit and is adhering to the City's Rules and Regulations; and
- E. If Applicant is proposing an above ground installation on existing poles within the Rights-of-way, the applicant shall provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. The size and Height of the existing poles; and
 - 2. Based on the facilities currently on the existing poles, the excess capacity currently available on such poles before installation of Applicant's Facilities; and
 - 3. Based on the facilities currently on the existing poles, the excess capacity for like or similar Facilities that will exist on such poles after installation of Applicant's Facilities; and
- F. If the Applicant proposes to install new poles within the Rights-of-way, the Applicant shall provide:
 - 1. Credible evidence satisfactory to the City that there is no excess capacity on existing poles or in existing underground systems; and
 - 2. Credible evidence to the City that it is not financially and/or technically practicable for the Applicant to make an underground installation or locate its facilities on existing poles; and
 - 3. The location, size, Height, color, and material of the proposed poles; and
 - 4. Credible evidence satisfactory to the City that the Applicant will adhere to all the applicable Laws concerning the installation of new poles.
- G. If Applicant is proposing an underground installation in existing ducts or conduits within the Rights-of-way, the Applicant shall provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. Based on the existing facilities, the excess capacity for like or similar facilities currently available in such ducts or conduits before installation of Applicant's Facilities; and
 - 2. Based on existing facilities, the excess capacity for like or similar facilities that will exist in such ducts or conduits after installation of Applicant's Facilities.
- H. If Applicant is proposing an underground installation within new ducts or conduits to be constructed within the Rights-of-way, the Applicant must provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. The location, depth, size, and quantity of proposed new ducts or conduits; and
 - 2. The excess capacity for like or similar equipment that will exist in such ducts or conduits after installation of Applicant's Facilities.
- I. A preliminary Construction schedule and completion date; and
- J. Payment of all money then due to the City for:

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1. Permit Fees;
 2. Any loss, damage, or expense suffered by the City as a result of Applicant's prior Construction in the Rights-of-way or any Emergency actions taken by the City.
 3. Any Certificate of Registration issued to the Applicant/Person whose Facilities are being Constructed.
 4. Any other money due to the City from the Applicant/Person whose Facilities are being Constructed.
- K. When a Construction Permit is requested for purposes of installing additional Systems or any part of a System, the posting of a Construction Bond and Removal Bond, acceptable to the City and subject to Chapter 907, for the additional Systems or any part of a System is required.
- L. Upon request, the City may modify or waive the information requirements if they are not necessary in evaluating the Construction Permit application. The City may request applicable and pertinent additional information if it is necessary in evaluating the Construction Permit application.
- (c) Issuance of Permit; Conditions.
- (1) If the City determines that the Applicant has satisfied the requirements of Chapter 907 and the Construction Permit process, the Mayor shall issue a Construction Permit subject to the provisions of Section 907.14(c)(2).
 - (2) The City may impose reasonable conditions upon the issuance of the Construction Permit and the performance of the Permittee thereunder in order to protect the City's investment in the Right-of-way, protect the public health, safety and welfare, to ensure the structural integrity of the Rights-of-way, to protect the property and safety of other users of the Rights-of-way, or to minimize the disruption and inconvenience to the traveling public.
- (d) Construction Permit Fees
- (1) The City shall collect a Construction Permit Fee equal to the actual and direct cost incurred by the City that is associated with receiving, reviewing, processing and granting (or denying) the Construction Permit and any oversight of the Construction Permit or the Construction work associated therewith. Following completion of the Construction work for which a Construction Permit has been granted (or at the time of the denial of Construction Permit) the City shall calculate and assess all actual and direct costs involved in receiving, reviewing, processing and granting (or denying) the Construction Permit and any oversight of the Construction Permit or Construction Work associated therewith. Quarterly, the City will cause the Director of Finance to issue a written invoice to a Provider that lists and summarizes the costs for each Construction Permit issued to and/or completed by the Provider over the previous ninety (90) days. The Provider shall remit payment to the City for the original quarterly invoice within thirty (30) days after the Director of Finance issues such invoice. Any Applicant who fails to timely remit such invoiced Construction Permit Fee amounts shall be subject to the penalties of this Chapter, the imposition of any other legal or equitable remedies available to the City and the immediate revocation of any Certificate of Registration or Construction Permit having been issued.
 - (2) The City may in addition to these direct and actual costs listed in Section 907.14(d)(1) may include in the Construction Permit Fee the cost of the value of degradation and reduction in the useful life of the Rights-of-way that will result from Construction that has taken place therein. "Degradation and the reduction in the useful life" for the purpose of this section means the accelerated depreciation of the Rights-of-way caused by Construction in or disturbance of the Rights-of-way, resulting in the need to reconstruct or repair such Rights-of-way earlier than would be required if the Construction did not occur.
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- (3) Except as otherwise provided herein, no future Construction Permits shall be issued to an Applicant without payment of all outstanding Construction Permit Fee invoices within thirty (30) days of the issuance of the original invoice. The City shall be exempt from payment of Construction Permit Fees. Construction Permit Fees that were paid for a Permit that the City has revoked due to breach and in accordance with the terms of Section 907.11 or Section 907.17(e) are not refundable.
- (e) Joint applications. Applicants are encouraged to submit joint Applications for Construction Permits to work in the Rights-of-way at the same place and time. Joint Applicants shall have the ability to divide amongst themselves, in proportions the parties find appropriate, any applicable Construction Permit Fees.

§ 907.16 CONSTRUCTION, RELOCATION AND RESTORATION.

(a) Utility Engineering Study Required.

- (1) Prior to commencement of any initial Construction, extension, or relocation of Facilities in the Rights-of-way, except for repair, maintenance or replacement with like Facilities or relocations requested or caused by a third party (excluding the City) or another Permittee, a Permittee shall conduct a utility engineering study on the proposed route of Construction expansion or relocation if requested by the Mayor. Where such Construction and/or relocation is requested or caused by a third party, every Permittee located within the Rights-of-way at issue or involved with the work shall use all Best Efforts to cooperate and assist any other Permittee or person who is directed by the City to perform the required utility engineering study. A utility engineering study consists of, at minimum, completion of the following tasks:
- A. Secure all available "as-built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed Construction route.
 - B. Visibly survey and record the location and dimensions of any Facilities along the proposed Construction route, including, but not limited to, manholes, valve boxes, utility boxes, posts and visible street cut repairs.
 - C. Determine and record the presence and precise location of all Underground Facilities the Applicant or Person on whose behalf the Permit was applied for owns or controls in the Rights-of-way along the proposed System route. Upon request of the Mayor, a Permittee shall also record and identify the general location of all other Facilities in the Rights-of-way along the proposed System route. For the purposes of this section, general location shall mean the alignment of other Facilities in the Rights-of-way, but shall not necessarily mean the depth of other Facilities in the Rights-of-way.
 - D. Plot and incorporate the data obtained from completion of the tasks described in Section 907.15 (a)(1)(A)—(C) on the Construction Permittee's proposed System route maps and Construction plans.
 - E. Where the proposed location of Facilities and the location of existing Underground Facilities appear to conflict on the plans drafted in accordance with Section 907.14(a)(1)(D), Permittee has the option of either utilizing non-destructive digging methods, such as vacuum excavation, at the critical points identified to determine as precisely as possible, the horizontal, vertical and spatial position, composition, size and other specifications of the conflicting Underground Facilities, or re-designing the Construction plans to eliminate the apparent conflict. Unless waived by the Mayor, a Permittee shall not excavate more than a three (3) feet by three (3) feet square hole in the Rights-of-way to complete this task.
 - F. Based on all of the data collected upon completion of the tasks described in this section, adjust the proposed System design to avoid the need to relocate other Underground Facilities.
- (2) The City may modify the scope of the utility engineering study as necessary depending on the proposed Construction plans.

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- (B) Copy to City. Upon completion of the tasks described in Section 907.15(a), the Construction Permittee shall submit the proposed System route maps and Construction Plans, with the results of the utility engineering study, in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The Provider shall supply the mapping data on paper if the Mayor determines that the format currently being used by the Provider is not capable of being read by the City.
- (C) Qualified Firm. All utility engineering studies conducted pursuant to this section shall be performed by the Permittee if, in the discretion of the Mayor, the Construction Permittee is qualified to complete the project itself, alternatively utility engineering studies shall be performed by a firm specializing in utility engineering that is approved by the City.
- (D) Cost of Study. The Permittee shall bear the cost of compliance with Section 907.15(a)–(c).
- (E) Construction Schedule. Unless otherwise provided for in Chapter 907 or in the Rules and Regulations, or unless the Mayor waives any of the requirements of this section due to unique or unusual circumstances, a Permittee shall be required to submit a written Construction schedule to the City fourteen (14) Working Days before commencing any work in or about the Rights-of-way, and shall further notify the City not less than two (2) Working Days in advance of any excavation in the Rights-of-way. This section shall apply to all situations with the exception of circumstances under Section 907.17(d)(1) (Emergency Situations) and Section 907.16 (Minor Maintenance).
- (F) Location of Facilities.
- (1) The placement of new Facilities and replacement of old Facilities, either above ground or underground, shall be completed in conformity with applicable Laws and the City's Rules and Regulations.
 - (2) The City shall have the power to prohibit or limit the placement of new or additional Facilities within the Rights-of-way if the Right-of-way is Full. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the Rights-of-way, but shall be guided primarily by considerations of the public health, safety and welfare, the condition of the Rights-of-way, the time of year with respect to essential Utilities, the protection of existing Facilities in the Rights-of-way, future City and County plans for public improvements, development projects which have been determined to be in the public interest and nondiscriminatory and competitively neutral treatment among Providers.
- (G) Least Disruptive Technology. All Construction or maintenance of Facilities shall be accomplished in the manner resulting in the least amount of damage and disruption of the Rights-of-way. Specifically, every Permittee when performing underground Construction, if technically and/or technologically feasible and not economically unreasonable, shall utilize Trenchless Technology, including, but not limited to, horizontal drilling, directional boring, and microtunneling. In addition, all cable, wire or fiber optic cable installed in the subsurface Rights-of-way pursuant to Chapter 907 may be required to be installed in conduit, and if so required, no cable, wire or fiber optic cable may be installed pursuant to Chapter 907 using "direct bury" techniques.
- (H) Special Exceptions. The City, in its sole discretion, may grant a special exception to the requirements of Section 907.15(f) and 907.15(g) if a Permittee, upon application, demonstrates with written evidence that:
- (1) The exception will not create any threat to the City's investment or in the Rights-of-way, the public health, safety or welfare.
 - (2) Permittee demonstrates that the increased economic burden and the potential adverse impact on the Permittee's Construction schedule resulting from the strict enforcement of the requirement actually or effectively inhibits the ability of the Permittee to provide Services in the City.
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- (3) The Permittee demonstrates that the requirement unreasonably discriminates against the Permittee in favor of another Person.
 - (4) The requirements requested by the City herein create an unreasonable economic burden for the Permittee that outweighs any potential benefit to the City.

(I) Relocation of Facilities.

- (1) A Provider shall as promptly as reasonably possible and at its own expense, permanently remove and relocate its Facilities in the Rights-of-way whenever the City finds it necessary to request such removal and relocation. In instances where the City requests removal and/or relocation, the City shall waive all applicable Construction Permit Fees. Upon removal and/or relocation, the Provider shall restore the Rights-of-way to the same or better condition it was in prior to said removal or relocation. If existing poles are required to be removed and/or relocated, then the existing poles will be replaced with poles of the same or similar size. In accordance with Law, the Mayor may request relocation and/or removal in order to prevent unreasonable interference by the Provider's Facilities with:
 - A. A public improvement undertaken or approved by the City.
 - B. The City's investment in the Right-of-way.
 - C. When the public health, safety, and welfare requires it, or when necessary to prevent interference with the safety and convenience of ordinary travel over the Rights-of-way.
 - D. The sale, conveyance, vacation, or narrowing of all or any part of a Right-of-way.
- (2) Notwithstanding the foregoing, a Provider who has Facilities in the Right-of-way subject to a vacation or narrowing that is not required for the purposes of the City, shall have a permanent easement in such a vacated portion or excess portion in conformity with ORC 723.041.
- (3) If, in the reasonable judgment of the City, a Provider fails to commence removal and/or relocation of its Facilities as designated by the City, within thirty (30) days after the City's removal order, or if a Provider fails to substantially complete such removal, including all associated repair of the Rights-of-way of the City, within twelve (12) months thereafter, then, to the extent consistent with applicable Law, the City shall have the right to:
 - A. Declare that all rights, title and interest to the Facilities belong to the City with all rights of ownership, including, but not limited to, the right to connect and use the Facilities or to effect a transfer of all right, title and interest in the Facilities to another Person for operation; or
 - B. Authorize removal of the Facilities installed by the Provider in, on, over or under the Rights-of-way of the City at Provider's cost and expense, by another Person; however, the City shall have no liability for any damage caused by such action and the Provider shall be liable to the City for all reasonable costs incurred by the City in such action; and
 - C. To the extent consistent with applicable Law, any portion of the Provider's Facilities in, on, over or under the Rights-of-way of the City designated by the City for removal and not timely removed by the Provider shall belong to and become the property of the City without payment to the Provider, and the Provider shall execute and deliver such documents, as the City shall request, in form and substance acceptable to the City, to evidence such ownership by the City.

(J) Pre-Excavation Facilities Location.

- (1) Before the start date of any Rights-of-way excavation, each Provider who has Facilities located in the area to be excavated shall, to the best of its ability, mark the horizontal and approximate vertical placement of all its Facilities.
 - (2) All Providers shall notify and work closely with the excavation contractor in an effort to establish the exact location of its Facilities and the best procedure for excavation.
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(K) Rights-of-way Restoration.

- (1) The work to be done under the Permit, and the Restoration of the Rights-of-way as required herein, weather permitting, must be completed within the dates specified in the Permit. In addition to its own work, the Permittee must restore the general area of the work, and the surrounding areas, including trench backfill, paving and its foundations in accordance with the Code and Rules and Regulations. If a Permittee is unable to timely complete the restoration of Rights-of-way due to unreasonable inclement weather conditions, the Permittee shall complete the restoration of the Rights-of-way as soon as weather conditions make it possible to do so and upon said completion notify the City.
- (2) In approving an Application for a Construction Permit, the City may have the Permittee restore the Rights-of-way or the City may restore the Rights-of-way itself at the Permittee's cost if the Permittee has in the past not abided by requirements of Chapter 907.
- (3) If the City chooses to allow Permittee to restore the Right-of-way, the Permittee shall at the time of Application for a Construction Permit post a Construction Bond in an amount determined by the City to be sufficient to cover the cost of restoring the Rights-of-way to its approximate pre-excitation condition. If, twelve (12) months after completion of the Restoration of the Right-of-way, the City determines that the Rights-of-way have been properly restored, the surety on the Construction Bond shall be released.
- (4) The Permittee shall perform the work according to the standards and with the materials specified by the City. The City shall have the authority to prescribe the manner and extent of the Restoration, and may do so in written procedures of general application or on a case-by-case basis. The City in exercising this authority shall be guided by the following standards and considerations: the number, size, depth and duration of the excavations, disruptions or damage to the Rights-of-way; the traffic volume carried by the Rights-of-way; the character of the neighborhood surrounding the Rights-of-way; the pre-excitation condition of the Rights-of-way; the remaining life-expectancy of the Rights-of-way affected by the excavation; whether the relative cost of the method of Restoration to the Permittee is in reasonable balance with the prevention of an accelerated depreciation of the Rights-of-way that would otherwise result from the excavation, disturbance or damage to the Rights-of-way; and the likelihood that the particular method of Restoration would be effective in slowing the depreciation of the Rights-of-way that would otherwise take place. Methods of Restoration may include, but are not limited to, patching the affected area, replacement of the Rights-of-way base at the affected area, and in the most severe cases; milling, overlay and/or street reconstruction of the entire area of the Rights-of-way affected by the work.
- (5) By restoring the Rights-of-way itself, the Permittee guarantees its work and shall maintain it for twelve (12) months following its completion. During this twelve (12) month period, it shall, upon notification from the Mayor, correct all Restoration work to the extent necessary using the method required by the Mayor. Weather permitting, said work shall be completed within five (5) calendar days of the receipt of the notice from the Mayor, unless otherwise extended by the Mayor.
- (6) If the Permittee fails to restore the Rights-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all repairs required by the City, the City, at its option, may do such work. In that event, the Permittee shall pay to the City, within thirty (30) days of invoicing, the Restoration cost of restoring the Rights-of-way and any other costs incurred by the City. Upon failure to pay, the City may call upon any bond or letter of credit posted by Permittee and/or pursue any and all legal and equitable remedies.
- (7) If the work to be done under the Permit is being done at the same location and the same period of time as work by the City and/or another Permittee(s), then the Mayor may reasonably apportion the Restoration responsibility among the City, Providers and/or other Persons.

(L) Damage to Other Facilities.

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- (1) In the case of an Emergency, and if possible after reasonable efforts to contact the Provider seeking a timely response, when the City performs work in the Rights-of-way and finds it necessary to maintain, support, or move a Provider's Facilities to protect those Facilities, the costs associated therewith will be billed to that Provider and shall be paid within thirty (30) days from the date of billing. Upon failure to pay, the City may pursue all legal and equitable remedies in the event a Provider does not pay or the City may call upon any bond or letter of credit posted by the Permittee and pursue any and all legal or equitable remedies. Each Provider shall be responsible for the cost of repairing any damage to the Facilities of another Provider caused during the City's response to an Emergency occasioned by that Provider's Facilities.
 - (2) Each Provider shall be responsible for the cost of repairing any City-owned Facilities in the Rights-of-way which the Provider or its Facilities damage.
- (M) Rights-of-way Vacation.
- (1) If the City sells or otherwise transfers a Right-of-way which contains the Facilities of a Provider, such sale or transfer shall be subject to any existing easements of record and any easements required pursuant to ORC 723.041.
- (N) Installation Requirements. The excavation, backfilling, Restoration, and all other work performed in the Rights-of-way shall be performed in conformance with all applicable Laws, Rules and Regulations, other standards as may be promulgated by the Mayor.
- (O) Inspection. When the Construction under any Permit hereunder is completed, the Permittee shall notify the Mayor.
- (1) The Permittee shall make the Construction site available to the Inspector and to all others as authorized by Law for inspection at all reasonable times during the execution and upon completion of the Construction.
 - (2) At the time of inspection, the Inspector may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public, violates any Law or which violates the term and conditions of the Permit and/or Chapter 907. The City may inspect the work, however; the failure of the City to inspect the work does not alleviate the responsibility of the Permittee to complete the work in accordance with the approved Permit and the requirements of Chapter 907.
 - (3) The Inspector may issue an order to the Permittee for any work which does not conform to the Permit and/or applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the Permit. The order may be served on the Permittee as provided in Section 907.20(d). An order may be appealed to the Mayor's designee. The decision of the Mayor's designee may be appealed to the Mayor whose decision shall be final. If not appealed, within ten (10) days after issuance of the order, the Provider shall present proof to the Mayor that the violation has been corrected. If such proof has not been presented within the required time, the Mayor may revoke the Permit pursuant to Section 907.17(e).
- (P) Other Obligations.
- (1) Obtaining a Construction Permit does not relieve Permittee of its duty to obtain all other necessary Permits, licenses, and authority and to pay all fees required by any other Laws.
 - (2) Permittee shall comply with all requirements of all Laws, including the Ohio Utility Protection Service.
 - (3) Permittee shall perform all work in conformance with all applicable Laws and standards, and is responsible for all work done in the Rights-of-way pursuant to its Permit, regardless of who performs the work.
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- (4) No Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Section 907.17(d)(1).
 - (5) Permittee shall not obstruct a Right-of-way so that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. The Mayor may waive this requirement if it is technically or economically unreasonable in the circumstances.
 - (6) Private vehicles other than necessary Construction vehicles may not be parked within or adjacent to a Permit area. The loading or unloading of trucks adjacent to a Permit area is prohibited unless specifically authorized by the Permit.
- (Q) Undergrounding Required. Any owner of property abutting upon a street or alley where Service Facilities are now located underground and where the Service connection is at the property line, shall install or cause others to install underground any Service delivery infrastructure from the property line to the buildings or other structures on such property to which such Service is supplied. Where not otherwise required to be placed underground by Chapter 907, a Provider shall locate Facilities underground at the request of an adjacent property owner, provided that such placement of Facilities underground is consistent with the Provider's normal construction and operating standards and that the additional costs of such undergrounding over the normal aerial or above ground placement costs of identical Facilities are borne directly by the property owner making the request. A Provider, under any circumstance shall, upon the reasonable request of the City, always use Best Efforts to place Facilities underground. Where technically possible and not economically unreasonable or unsafe (based upon the technology employed and Facilities installed), all Facilities to be installed by a Provider under the Right-of-way shall be installed in conduit.

§ 907.17 MINOR MAINTENANCE PERMIT.

- (A) Right-of-way Minor Maintenance Permit Requirement. No Person shall perform Minor Maintenance of Facilities in the Rights-of-way without first having obtained a Right-of-way Minor Maintenance Permit as set forth in this Chapter. Minor Maintenance means: (i) the routine repair or replacement of Facilities with like Facilities not involving Construction and not requiring traffic control for more than two (2) hours at any one location; (ii) or the routine repair or replacement of Facilities with like Facilities not involving Construction and taking place on thoroughfares and arterials between the hours of 9:00 a.m. and 3:00 p.m.; (iii) or the routine repair or replacement of Facilities with like Facilities not involving construction on all Rights-of-ways, other than thoroughfares and arterials, that does not impede traffic and is for a period of less than eight (8) contiguous hours; (iv) or Construction other than on thoroughfares and arterials that takes less than eight (8) contiguous hours to complete, does not impede traffic and does not involve a pavement cut. The Mayor may adopt Rules and Regulations pursuant to Section 907.06(e) that clarify the definition of Minor Maintenance and/or provide a process for a Provider to determine whether particular activity constitutes Minor Maintenance.
- (1) A Right-of-way Minor Maintenance Permit allows the Right-of-way Minor Maintenance Permittee to perform all minor maintenance in any part of the Rights-of-way as required.
 - (2) A Right-of-way Minor Maintenance Permit is valid from the date of issuance until revoked by the Mayor.
 - (3) A Right-of-way Minor Maintenance permit must be displayed or upon request produced within twelve (12) business hours.
 - (4) A Right-of-way Minor Maintenance Permit by itself shall under no circumstances provide a Permittee with the ability to cut pavement without seeking additional authority from the Mayor.
- (B) Right-of-way Minor Maintenance Permit Applications. Application for a Right-of-way Minor Maintenance Permit shall be made to the Mayor. In addition to any information required by the Mayor, all Right-of-way
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Minor Maintenance Permit Applications shall contain, and will only be considered complete upon compliance with the following provisions:

- (1) Credible evidence that the Applicant has obtained a Certificate of Registration or proof that the Applicant has written authority to apply for a Right-of-way Minor Maintenance Permit on behalf of a party that has been issued a Certificate of Registration.
 - (2) Submission of a completed Right-of-way Minor Maintenance Permit Application in the form required by the Mayor.
 - (3) A statement that the Applicant will employ protective measures and devices that, consistent with the OMUTCD, will prevent injury or damage to Persons or property and to minimize disruptions to the efficient movement of pedestrian and vehicular traffic.
- (C) Issuance of Right-of-way Minor Maintenance Permits; Conditions.
- (1) If the Mayor determines that the Applicant has satisfied the requirements of this Chapter and the Right-of-way Minor Maintenance Permit process, the Mayor shall issue a Right-of-way Minor Maintenance Permit subject to the provisions of this Chapter.
 - (2) The City may impose reasonable conditions, in addition to the Rules and Regulations enacted by the Mayor, upon the issuance of the Right-of-way Minor Maintenance Permit and the performance of the Right-of-way Minor Maintenance Permittee thereunder in order to protect the public health, safety, and welfare, to ensure the structural integrity of the Rights-of-way, to protect the property and safety of other users of the Rights-of-way, to protect the City's investment in the Right-of-way, or to minimize the disruption and inconvenience to the traveling public.
- (D) Right-of-way Minor Maintenance Permit Fees. The Mayor shall not charge a fee for the issuance of the Right-of-way Minor Maintenance Permit but may revoke the Right-of-way Minor Maintenance Permit as any other Permit may be revoked under this Chapter.

§ 907.18 ENFORCEMENT OF PERMIT OBLIGATION.

- (A) Mandatory Denial of Permit. Except in the case of an Emergency, no Permit will be granted:
- (1) To any Person who has not yet made an Application or who is occupying any Right-of-way without a valid Certificate of Registration; or
 - (2) To any Person who has outstanding debt owed to the City unless payment in full has been placed in an escrow account approved by the City Auditor and the Law Director; or
 - (3) To any Person as to whom there exists grounds for the revocation of a Permit; or
 - (4) If, in the discretion of the Mayor, the issuance of a Permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The Mayor, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the Rights-of-way considerations relating to the public health, safety and welfare and/or the City's investment in the Right-of-way.
- (B) Permissive Denial of Permit. The Mayor or Mayor's designee may deny a Permit in order to protect the public health, safety and welfare, and/or protect the City's investment in the Right-of-way to prevent interference with the safety and convenience of ordinary travel over the Rights-of-way, or when necessary to protect the Rights-of-way and its users.
- (1) The Mayor or Mayor's designee, in her/his discretion, may consider one or more of the following factors:
 - A. The extent to which Rights-of-way space where the Permit is sought is available; and/or

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- B. The competing demands for the particular space in the Rights-of-way; and/or
 - C. The availability of other locations in the Rights-of-way or in other Rights-of-way for the proposed Facilities; and/or
 - D. The applicability of Chapter 907 or other regulations of the Rights-of-way that affect location of Facilities in the Rights-of-way; and/or
 - E. The degree of compliance of the Provider with the terms and conditions of its Certificate of Registration, Chapter 907, and other applicable ordinances and regulations; and/or
 - F. The degree of disruption to surrounding communities and businesses that will result from the use of that part of the Rights-of-way; and/or
 - G. The condition and age of the Rights-of-way, and whether and when it is scheduled for total or partial re-construction; and/or
 - H. The balancing of the costs of disruption to the public and damage to the Rights-of-way, against the benefits to that part of the public served by the expansion into additional parts of the Rights-of-way; and/or
 - I. Whether such Applicant or its agent has failed within the past three (3) years to comply, or is presently not in full compliance with, the requirements of Chapter 907 or, if applicable, any other Law.
- (2) Under no circumstances will open cutting take place on any street except where:
- A. An absolute emergency situation constitutes that an open cut is necessary; and/or
 - B. Vital services to resident(s) or business(es) are needed or have been cut off and there is no reasonable alternative (such as jacking or boring) in supplying or restoring such services; and/or
 - C. The Mayor or Mayor's designee determines it is in the best interests of the City that such an open cut take place.
- (C) Discretionary Issuance of Permit.
- (1) Notwithstanding the provisions of Sections 907.17(a)(1) and 907.17(a)(2), the Mayor or Mayor's designee may issue a Permit in any case where the Permit is necessary;
- A. To prevent substantial economic hardship to a customer of the Permit Applicant, if established by Credible evidence satisfactory to the City; or
 - B. To allow such customer to materially improve its Service; or
 - C. To allow a new economic development project to be granted a Permit under this section.
- (2) To be granted a Permit under this section, the Permit Applicant must not have had knowledge of the hardship, the plans for improvement of Service, or the development project when it was required to submit its list of next year projects.
- (D) Work Done Without A Permit in Emergency Situations.
- (1) Each Provider shall, as soon as is practicable, immediately notify the City of any event regarding its Facilities which it considers to be an Emergency. The Provider may proceed to take whatever actions are necessary in order to respond to the Emergency. Within five (5) business days, unless otherwise extended by the City, after the occurrence or discovery of the Emergency (whichever is later), the Provider shall apply for the necessary Permits, pay the fees associated therewith or have those fees attributed to its quarterly invoice balance in accordance with Section 907.14(d) and fulfill the rest of the requirements necessary to bring itself into compliance with Chapter 907 for any and all actions taken in response to the Emergency. In the event that the City becomes aware of an Emergency
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regarding a Provider's Facilities, the City may use Best Efforts to contact the Provider or the System Representative of each Provider affected, or potentially affected, by the Emergency. In any event, the City may take whatever action it deems necessary in order to respond to the Emergency, the cost of which shall be borne by the Provider whose Facilities caused the Emergency.

- (2) Except in the case of an Emergency, any Provider who Constructs in, on, above, within, over, below or through a Rights-of-way without a valid Permit must subsequently obtain a Permit, pay double the calculated fee for said Permit, pay double all the other fees required by the Code, deposit with the City the fees necessary to correct any damage to the Rights-of-way and comply with all of the requirements of Chapter 907.

(E) Revocation of Permits.

- (1) Permittees hold Permits issued pursuant to the Code as a privilege and not as a right. The City reserves its right, as provided herein, to revoke any Permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any Law, ordinance, Rule or Regulation, or Design Guideline where applicable, or any provision or condition of the Permit. A substantial breach by Permittee shall include, but shall not be limited to, the following:
- A. The violation of any provision or condition of the Permit; or
 - B. An evasion or attempt to evade any provision or condition of the Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens; or
 - C. Any material misrepresentation of fact in the Application for a Permit; or
 - D. The failure to maintain the required Construction or Removal Bonds and/or insurance; or
 - E. The failure to obtain and/or maintain, when required, a Certificate of Registration; or
 - F. The failure to complete the Construction in a timely manner; or
 - G. The failure to correct a condition of an order issued pursuant to Section 907.15(o)(3).
- (2) If the City determines that the Permittee has committed a substantial breach of a term or condition of any Law, or any condition of the Permit, the City shall serve a written demand upon the Permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the Permit. Upon a substantial breach, as stated above, the City may place additional or revised conditions on the Permit.
- (3) By the close of the next business day following receipt of notification of the breach, Permittee shall contact the City with a plan, acceptable to the Mayor, for its correction. Permittee's failure to so contact the City, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the Permit.
- (4) If a Permittee commits a second substantial default as outlined above, Permittee's Permit will automatically be revoked and the Permittee will not be allowed further Permits for up to and including one full year, except for Emergency repairs.
- (5) If a Permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including Restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

§ 907.19 CONSTRUCTION AND REMOVAL BONDS.

- (A) Construction Bond. Prior to the commencement of any Construction, a Construction Permittee, excluding the County, shall deposit with the City an irrevocable, unconditional letter of credit and/or surety bond in an amount determined by the Mayor or Mayor's designee to be appropriate based upon fair and reasonable criteria. Unless a Construction default, problem or deficiency involves an Emergency or endangers the safety

of the general public, the Mayor shall serve written notice to the Construction Permittee detailing the Construction default, problem or deficiency. If the Mayor or Mayor's designee determines that correction or repair of the Construction default, problem or deficiency has not occurred or has not been substantially initiated within ten (10) calendar days after the date following service and notification and detailing the Construction default, problem or deficiency, then the City may attach the letter of credit or surety bond. Upon attachment, written notice shall be served on the Construction Permittee by the Mayor or Mayor's designee.

- (b) Removal Bond. Upon issuance of a Certificate of Registration and continuously thereafter, and until one hundred twenty (120) days after a Provider's Facilities have been removed from the Rights-of-way, (unless the City notifies the Provider that a reasonably longer period shall apply), a Provider shall deposit with the City and maintain an irrevocable, unconditional letter of credit or surety bond in an amount equal to or greater than one hundred thousand dollars (\$100,000.00), the City shall make all reasonable efforts to allow Provider a period of five (5) calendar days after serving notification in writing to correct or repair any default, problem or deficiency prior to the attachment of the letter of credit or surety bond regarding the removal of Facilities. Upon attachment, written notice shall be provided to the Provider by the City.
- (c) Blanket Bond.
 - (1) In lieu of the Construction Bond required by Section 907.20(a) and the Removal Bond required by Section 907.18(b), Provider may deposit with the City an irrevocable, unconditional letter of credit and/or surety bond in the amount of five million dollars (\$5,000,000.00). Unless a Construction default, problem or deficiency involves an Emergency or endangers the safety of the general public, the City shall make all reasonable effort to allow Permittee a period of five (5) calendar days after sending notification in writing to correct or repair any default, problem or deficiency prior to City's attachment of the letter of credit or surety bond.
- (D) Self-Bonding. In lieu of the Construction Bond required by Section 907.19(a), the Removal Bond required by Section 907.21(b) and the Blanket Bond required by Section 907.19(c), those Providers maintaining a book value in excess of fifty million dollars (\$50,000,000.00) may submit a statement to the City requesting to self-bond. If approval to self-bond is granted, a Provider shall assure the City that such self-bonding shall provide the City with no less protection and security than would have been afforded to the City by a third party surety providing Provider with the types and amounts of bonds detailed in the above named sections. This statement shall include:
 - (1) Audited financial statements for the previous year; and
 - (2) A description of the Applicant's self-bonding program.
 - (3) Other applicable and pertinent information as reasonably requested by the City.
- (E) Purposes.
 - (1) The bonds required by this section, and any self-bonding to the extent it has been permitted, shall serve as security for:
 - A. The faithful performance by the Permittee or Provider of all terms, conditions and obligations of Chapter 907; and
 - B. Any expenditure, damage, or loss incurred by the City occasioned by the Permittee or Provider's violation of Chapter 907 or its failure to comply with all rules, regulations, orders, Permits and other directives of the City issued pursuant to Chapter 907; and
 - C. The payment of all compensation due to the City, including Permit Fees; and
 - D. The payment of premiums (if any) for the liability insurance required pursuant to Chapter 907; and

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- E. The removal of Facilities from the Rights-of-way pursuant to Chapter 907; and
 - F. The payment to the City of any amounts for which the Permittee or Provider is liable that are not paid by its insurance or other surety; and
 - G. The payment of any other amounts which become due to the City pursuant to Chapter 907 or the Law.
- (F) Form. The bond documents required by this section and any replacement bond documents shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be canceled or not renewed by the surety nor the intention to cancel or not to renew be stated by the surety until ninety (90) days after completion of Construction of the Facilities and, notwithstanding the foregoing, shall in no case be canceled or not renewed by the surety until at least ninety (90) days' written notice to City of surety's intention to cancel or not renew this bond."

§ 907.20 INDEMNIFICATION AND LIABILITY.

(A) City Does Not Accept Liability.

- (1) By reason of the acceptance of an Application, the grant of a Permit or the issuance of a Certificate of Registration, the City does not assume any liability:
 - A. For injuries to Persons, damage to property, or loss of Service claims; or
 - B. For claims or penalties of any sort resulting from the installation, presence, maintenance or operation of Facilities.

(B) Indemnification.

- (1) By applying for and being issued a Certificate of Registration with the City a Provider is required, or by accepting a Permit a Permittee is required to protect, defend, indemnify, and hold harmless the City's agents, elected officials, officers, employees, volunteers and subcontractors from all costs, liabilities, claims, and suits for damages of any kind arising out of the Construction, presence, installation, maintenance, repair or operation of its Facilities, or out of any activity undertaken in or near on a Rights-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit. A Provider or Permittee shall not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City's agents, elected officials, officers, employees, volunteers, and subcontractors for any claim nor for any award arising out of the presence, installation, maintenance or operation of its Facilities, or any activity undertaken in or near a Rights-of-way, whether the act or omission complained of is authorized, allowed or prohibited by a Permit. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Provider, Permittee or to the City; and the Provider or Permittee, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. Any and all exercise of the above shall be consistent with, but not limited to, the following:
 - A. To the fullest extent permitted by Law, all Providers and Permittees shall, at their sole cost and expense, fully indemnify, defend and hold harmless the City, its elected officials, agents, officers, employees, volunteers and subcontractors from and against any and all lawsuits, claims (including without limitation worker's compensation claims against the City or others), causes of actions, actions, liability, and judgments for injury or damages (including, but not limited to, expenses for reasonable legal fees and disbursements assumed by the City in connection therewith); and
 - 1. Persons or property, in any way arising out of or through the acts or omissions of Provider or Permittee, its subcontractors, agents or employees attributable to the occupation by the Provider or Permittee of the Rights-of-way, to which Provider's or Permittee's negligence

shall in any way contribute, and regardless of whether the City's negligence or the negligence of any other party shall have contributed to such claim, cause of action, judgment, injury or damage; and

2. Arising out of any claim for invasion of the right of privacy, for defamation of person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent or any other right of any person, firm and corporation by the Provider, but excluding claims arising out of or related to the City's actions; and
 3. Arising out of Provider or Permittee's failure to comply with the provisions of Law applicable to Provider or Permittee in its business hereunder.
- B. The foregoing indemnification is conditioned upon the City:
1. Giving Provider or Permittee prompt notice of any claim or the commencement of any action, suit or proceeding for which indemnification is sought; and
 2. Affording the Provider or Permittee the opportunity to participate in any compromise, settlement, or other resolution or disposition of any claim or proceeding subject to indemnification; and
 3. Cooperate in the defense of such claim and making available to the Provider or Permittee all pertinent information under the City's control.
- C. The City shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof, and the Provider or Permittee shall pay all reasonable fees and expenses of such separate counsel if employed.

§ 907.21 GENERAL PROVISIONS.

- (A) Non-exclusive Remedy. The remedies provided in Chapter 907 are not exclusive or in lieu of other rights and remedies that the City may have at Law or in equity. The City is hereby authorized at any time to seek legal and equitable relief for actual or threatened injury to the public Rights-of-way, including damages to the Rights-of-way, whether caused by a violation of any of the provisions of Chapter 907 or other provisions of the Code.
- (b) Severability. If any section, subsection, sentence, clause, phrase, or portion of Chapter 907 is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any Permit, right or any portions of this section are illegal or unenforceable, then any such Permit or right granted or deemed to exist hereunder shall be considered as a revocable Permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such a revocable Permit shall be the same requirements and conditions as set forth in the Permit, right or registration, respectively, except for conditions relating to the term of the Permit and the right of termination. If a Permit or right shall be considered a revocable Permit as provided herein, the Permittee must acknowledge the authority of the City to issue such revocable Permit and the power to revoke it.
- (c) Reservation of Regulatory and Police Powers. The City, by the granting of a Permit or by issuing a Certificate of Registration pursuant to Chapter 907, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Ohio and under the Charter of the City of Reynoldsburg to regulate the use of the Rights-of-way. The Permittee by its acceptance of a Permit, or Provider by applying for and being issued a Certificate of Registration, is deemed to acknowledge that all lawful powers and rights,

regulatory power, or police power, or otherwise as now are or the same as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Permittee or Provider is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general Laws and ordinances enacted by the City pursuant to such powers.

- (d) Method of Service. Any notice or order of the City shall be deemed to be properly served if a copy thereof is:
- (1) Delivered personally; or
 - (2) Successfully transmitted via facsimile transmission to the last known fax number of the person to be served; or
 - (3) Left at the usual place of business of the person to whom it is to be served upon and with someone who is eighteen (18) years of age or older; or
 - (4) Sent by certified, preposted U.S. mail to the last known address; or
 - (5) If the notice is attempted to be served by certified, preposted U.S. mail and then returned showing that the letter was not delivered, or the certified letter is not returned within fourteen (14) days after the date of mailing, then notice may be sent by regular, preposted, first-class U.S.; or
 - (6) If the notice is attempted to be served by regular, first class U.S. mail, postage prepaid, and the letter is then returned showing that the letter was not delivered, or is not returned within fourteen (14) days after the date of mailing, then notice shall be posted in a conspicuous place in or about the structure, building, premises or property affected by such notice.
- (e) Applies to All Providers. Chapter 907 shall apply to all Providers and all Permittees unless expressly exempted.
- (f) Police Powers. All Persons' rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. All persons shall comply with all applicable Laws enacted by the City pursuant to its police powers. In particular, all persons shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities, unless otherwise prohibited by Law.
- (g) Compliance. No Person shall be relieved of its obligation to comply with any of the provisions of Chapter 907 by reason of any failure of the City to enforce prompt compliance.
- (h) Foreclosure and Receivership.
- (1) Upon the filing of any voluntary or involuntary petition under the Bankruptcy Code by or against any Provider and/or Permittee, or any action for foreclosure or other judicial sale of the Provider and/or Permittee Facilities located within the Rights-of-way, the Provider and/or Permittee shall so notify the City within fourteen (14) calendar days thereof and the Provider and/or Permittee's Certificate of Registration or Permit (as applicable) shall be deemed void and of no further force and effect.
 - (2) The City shall have the right to revoke, pursuant to the provisions of the Code, any Certificate of Registration or Permit granted pursuant to Chapter 907, subject to any applicable provisions of Law, including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Provider and/or Permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of aid one hundred and twenty (120) days or unless:
 - A. Within one hundred and twenty (120) days after election or appointment, such receiver or trustee shall have fully complied with all the provisions of the relevant Certificate of Registration, any outstanding Permit, Chapter 907, and remedied all defaults thereunder; and

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- B. Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Facilities, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the relevant Certificate of Registration, Permit and Chapter 907.
- (i) Choice of Law and Forum. This Chapter 907 and the terms and conditions of any Certificate of Registration or Permit shall be construed and enforced in accordance with the substantive Laws of the City, State of Ohio and United States, in that order. As a condition of the grant of any Permit or issuance of any Certificate of Registration all disputes shall be resolved in a court of competent jurisdiction for Franklin County, Ohio.
- (j) Force Majeure. In the event any Person's performance of any of the terms, conditions or obligations required by Chapter 907 is prevented by a cause or event not within such Person's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a Provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.
- (k) No Warranty. The City makes no representation or warranty regarding its right to authorize the Construction of Facilities on any particular Rights-of-way. The burden and responsibility for making such determination shall be upon the Person installing Facilities in the Rights-of-way.
- (l) Continuing Obligation and Holdover. In the event a Provider or Permittee continues to operate all or any part of the Facilities after the termination, lapse, or revocation of a Certificate of Registration, such Provider or Permittee shall continue to comply with all applicable provisions of this Chapter and other Laws throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the Certificate of Registration, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution. Any conflict between the issuance of a Certificate of Registration or of a Permit and any other present or future lawful exercise of the City's regulatory or police powers shall be resolved in favor of the latter.
- (m) Appeals. All appeals provided for by this Chapter and any notification to the City required by this Chapter shall be in writing and sent via certified U.S. mail to the City as specified in this Chapter 907.
- (n) City Facilities. As part of City required standards wherever Rights-of-way are under Construction, if deemed advisable and practicable by the Mayor, the City may install all such Facilities deemed necessary to accommodate future Provider needs. Any such installed Facilities shall be City property and may be conveyed to any Person under such terms and conditions as are deemed advisable by the City.
- (o) Section Headings. Section headings are for convenience only and shall not be used to interpret any portion of this Chapter.

§ 907.99 PENALTIES.

In addition to any other penalties set forth in this Chapter, and the remedy of specific performance which may be enforced in a court of competent jurisdiction the following penalties shall apply:

- (1) Any Person violating the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. Each day such violation continued shall be deemed a separate offense.