



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

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, January 22, 2024

6:30 PM

Council Chambers

1. **CALL TO ORDER**
2. **INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. Special Meeting Minutes of December 18, 2023
 - b. Regular Meeting Minutes of January 8, 2024

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. Presentation by Lauren Cardoni with MORPC

8. **REPORTS**

- a. **West Licking Fire District Report - December**
- b. **Liquor Permit**
 1. LB Sunoco Liquor Permit
- c. **There is no Development, Parks & Recreation Committee meeting.**

d. Public Safety, Law & Courts Committee

1. A Resolution Authorizing the Mayor to Enter into a Contract with the Franklin County Sheriff's Office to Become a Member of the Franklin County DUI Task Force for 2024
2. A Resolution to Authorize the Mayor to Purchase Crash Response Equipment from Precision Laser and Instruments Trimble Forensic

e. Public Service & Transportation Committee

1. A Resolution Authorizing the Mayor to Enter into a Contract with Subsite Electronics for the Repair of the Transtar Camera System and Waive Competitive Bidding

f. There is no Finance & Administration Committee meeting.

9. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter into a Contract with Subsite Electronics for the Repair of the Transtar Camera System and Waive Competitive Bidding
- b. A Resolution to Authorize the Mayor to Purchase Crash Response Equipment from Precision Laser and Instruments Trimble Forensic
- c. A Resolution Authorizing the Mayor to Enter into a Contract with the Franklin County Sheriff's Office to Become a Member of the Franklin County DUI Task Force for 2024

10. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

11. OTHER COUNCIL MATTERS

- a. Review of Rules of Council

12. UPCOMING MEETINGS

- a. January 27, 2024 Special Council Meeting Retreat - 9:00am City Hall Main Conference Room
February 8, 2024 Planning & Zoning Board
February 12, 2024 City Council
February 22, 2024 Planning & Zoning Board
February 26, 2024 City Council

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 18, 2023**

CALL TO ORDER

INVOCATION - Reverend Dr. Toni Kleckley

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Baker, Johnson, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

ABSENT: Cotner

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES - There are no minutes for approval.

COMMUNITY COMMENTS

Mayor Begeny

Mayor Begeny wished everyone a happy holiday season and thanked President Jenkins for all she has done.

250th Anniversary of the Boston Tea Party - DAR

Linda Young and Bonnie Murdaugh from the Daughters of the American Revolution gave a presentation about the 250th anniversary of the Boston Tea Party. Their purpose is to honor patriots and honor history. They invited Council to participate as they prepared for America's 250th anniversary. They thanked Council for all they do for the City.

PROCLAMATIONS

A Proclamation Recognizing Leanora "Angie" Jenkins Contributions to the Reynoldsburg City Council

Councilmember Lawson-Rowe started by giving praise to her forever Council President Angie Jenkins.

Councilmember Lawson-Rowe read the Proclamation.

President Jenkins stated that it had been an incredible journey, and she would not be here if it weren't for formal Councilmember Bryant and her determination and she thanked her for that. She stated that it had been great and that they, herself, Councilmember Strickland, and Councilmember Lawson-Rowe, made history as the first African American women elected. They were asked to submit articles to the Ohio History Museum and were recently included in a new book title *The Radical Imagination of Black Women: Ambition, Politics, and Power*. For this contribution, she is proud. She has always been committed to giving back to the community. She began as a radio newscaster at Xavier College where she was a student. She also worked for the Cincinnati Chamber of Commerce. She was also a program assistant for Tony Brown Journal, special interest stories about the African American community. She assisted with a program for Vietnam soldiers, worked in family and family services as a caseworker, and worked with Angels Wings with Delta Air Lines to assist families that had incidents with the airline. She also worked for the medical board, the nursing board administrators, the department of health, FEMA, H1N1 and Ebola health crises, and bio-health statistics. She also worked with the Attorney General's office to protect Ohio consumers. She has always had positions involved in helping her community and is happy to pave the way for women who look like her. She knows she made her mom proud and knows she has left a legacy to be proud of. She wanted to thank the City for their help and especially thanked Clerk Prasher, stating that she could not have done it without her. She thanked the citizens of Reynoldsburg for having faith in her and allowing her to be their Council President-Elect.

REPORTS

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 18, 2023.

Member in attendance are: Councilmember Pyakurel, Councilmember Lawson-Rowe, Councilmember Strickland, Chair Salvati, and President Jenkins.

A Resolution Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2024 and Waive Competitive Bidding

Director Boller stated that their broker received two offers for coverage; one was from our current carrier for \$34,374, the second offer was from another company for \$28,500, so that is a 17% decrease with more coverage. Our ransomware is increasing from \$1 million to \$2 million, the hardware replacement limit will go from \$1 million to \$2 million, increased reputational harm limits will go from \$1 million to \$2 million, and it will reduce the retention limit from \$40 thousand to \$25 thousand. Our waiting period will also drop from 12 hours to 8 hours. There will be a \$2000

terrorism policy added, so in total, it will be \$30,500 per year.

Councilmember Salvati moved to forward this Resolution to Council for approval. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2024, and Declaring an Emergency

This Ordinance has been returned to committee for further discussion.

Attorney Shook stated that the only real significant change he has in his budget for 2024 is that his department is going to be taking over all the outside counsel funds from other departments. Previously, they had outside counsel fees for employment matters with the HR department, bond filings with the Auditor's office, and specialized development matters with the development department. They will continue to use these outside specialists, but the budget will be moved over to the Attorney's office. They are asking for \$80,000 in outside counsel fees to cover all of these departments.

Auditor Cicak started by thanking President Jenkins for her leadership, especially throughout the pandemic. He stated that NovaTime has a \$6100 update, so that has been included in their budget. The outside auditor, who does the state audits, was also renewed and that is \$25,000 with an increase of \$1700. They added \$17,000 for Baker Tilly and the credit card fees for community events have dropped \$1500.

Councilmember Salvati moved to amend this Ordinance to include all updated information in the Ordinance that was included in this packet. Second by Councilmember Pyakurel. Motion carried.

Councilmember Salvati moved to forward this amended Ordinance to Council for a third reading and emergency approval. Second by Councilmember Pyakurel. Motion carried.

An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades for the City of Reynoldsburg, and Declaring an Emergency

This Ordinance has been returned to committee for further discussion.

Councilmember Pyakurel thanked Auditor Cicak for all the information he has provided him with since the last meeting.

Auditor Cicak stated that they are going back and looking at the actual job duties of these positions to make sure they are going through the correct processes. They hope to get this settled later in the year.

Councilmember Strickland thanked Auditor Cicak and Director Boller for working together on this, making sure that the correct processes are completed.

Councilmember Salvati moved to amend this Ordinance to accept the changes as identified by Chapter 160 Exhibit A provided by Director Boller included in this packet. Second by Councilmember Strickland. Motion carried.

Councilmember Salvati moved to forward this amended Ordinance to Council for a third reading and approval. Second by Councilmember Pyakurel. Motion carried.

Public Service and Transportation Committee

This is the Public Service & Transportation Committee meeting for December 18, 2023.

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

A Resolution Authorizing the Mayor to Enter into a Contract Extension with the Franklin County Public Health Department and Clarke Environmental Mosquito Management Inc. for Mosquito Management Services from January 1, 2024 through December 31, 2024

Director Dorman stated that when West Nile became a concern, many communities decided to expand their mosquito services. The department of health did not have the staff for that at the time, so they contracted this work out. Clark Environmental was the best bid they received, and they will do perimeter control for City events as well as regular spraying.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

A Resolution Authorizing Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for General Engineering Consulting and Professional Design Services

Director Dorman stated that this Resolution is for an agreement with EMH&T. They received 9 or 10 proposals, which is the most they've received in a long time, but chose to continue working with EMH&T as their general engineering consultant. They also selected a back-up engineering firm. They also separated out inspection

services and design services in this agreement because they are very different jobs.

Councilmember Strickland thanked Director Dorman for allowing them to be part of this process. She also asked if these scores are available somewhere. Director Dorman said they are available and are public record.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

A Resolution Authorizing the Mayor to Enter into an Agreement with Sands Decker for Back-up General Engineering Consulting and Professional Design Services

Director Dorman stated that this is the same as the previous Resolution for back-up engineering in case our primary engineer has a conflict of interest.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

A Resolution Authorizing the Mayor to Enter into an Agreement with DLZ to Provide Project Inspection Services and General Engineering Consulting and Professional Design Services

Director Dorman stated that DLZ will be doing the inspection services alongside the contractor to ensure the project is done correctly. The engineering design services and the inspection services are now separate and will be provided by different contractors.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

A Resolution Authorizing the Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Back-up Inspection Services

Director Dorman stated that this Resolution sets the back-up provided for inspection services, which is EMH&T.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

A Resolution to Authorize the Mayor to Enter into an Intergovernmental

Agreement with Etna Township as it Pertains to Contracting a Taylor Road Traffic Study

Mayor Begeny stated that ODOT is in the design and planning stage for an on and off ramp at Taylor Road and 70. It will be the third part of a very large project. They are partnering with Etna Township to do a traffic study for this entire area. This project should not exceed \$49,000. Etna Township will reimburse the City up to \$16,000.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

An Ordinance to Amend Chapter 174 Procedure for the Selection of Design Professionals of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

Director Dorman stated that this Ordinance was modified to match the current RFP we had. They are mainly moving from a four-year contract to a two-year contract while also breaking it down into engineering services and inspection services rather than one item.

Councilmember Pyakurel asked why they were trying to move from four years to two years. Director Dorman stated that this would potentially allow them to save money or contract different engineering services based on specialties. It also allows for a one-year extension.

Councilmember Strickland moved to forward this Ordinance to Council for a first reading and emergency approval. Second by Councilmember Baker. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with _____ for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

Mayor Begeny stated that since Waggoner Road is such a large project, they wanted to try and have this Ordinance in committee with the information and estimates before actually signing the contract to try to avoid having to pass emergency language. At the next meeting, they hope to have the contractor selected, and they will amend the Ordinance to include any additional information.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for December 18, 2023.

Members in attendance are: Councilmember Baker, Councilmember Johnson, Chair Lawson-Rowe, and President Jenkins.

A Resolution Authorizing the Mayor to Enter Into an Agreement With Axon Enterprise, Inc. to Purchase the TASER 10 Certification Bundles and Waive Competitive Bidding

Lieutenant Bender stated that this Resolution is to enter into an agreement to purchase Tasers. These items have been budgeted for in the 2024 budget and are being purchased at the Ohio State bid price.

Councilmember Baker asked if these are to replace the current Tasers or additional Tasers. Lieutenant Bender stated that these are to replace the old Tasers as they have aging technology that is no longer supported.

Councilmember Lawson-Rowe moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

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

Lieutenant Bender stated that this Resolution is to allow for the sale of a 2013 Ford Taurus that was used by the patrol bureau. The vehicle has over 106,000 miles. The vehicle will be sold on an online auction.

Councilmember Lawson-Rowe moved to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

A Resolution Authorizing the Mayor to Enter Into an Intergovernmental Agreement with the City of Columbus for 911 Services

Lieutenant Bender stated that this Resolution is to enter into an agreement with the city of Columbus, Department of Public Safety. This is an agreement for 9-1-1 services and equipment. Costs associated with this agreement have been budgeted for in the 2024 budget.

Councilmember Lawson-Rowe moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

There is no Development, Parks & Recreation Committee meeting.

RESOLUTIONS - CONSENT AGENDA

RESULT:	PASSED (UNANIMOUS)
MOVER:	Baker
SECONDER:	Lawson-Rowe
AYES:	Baker, Johnson, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A Resolution Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2024 and Waive Competitive Bidding

A Resolution Authorizing the Mayor to Enter into a Contract Extension with the Franklin County Public Health Department and Clarke Environmental Mosquito Management Inc. for Mosquito Management Services from January 1, 2024 through December 31, 2024

A Resolution Authorizing the Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for General Engineering Consulting and Professional Design Services

A Resolution Authorizing the Mayor to Enter into an Agreement with Sands Decker for Back-up General Engineering Consulting and Professional Design Services

A Resolution Authorizing the Mayor to Enter into an Agreement with DLZ to Provide Project Inspection Services and General Engineering Consulting and Professional Design Services

A Resolution Authorizing the Mayor to Enter into an Agreement with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Back-up Inspection Services

A Resolution Authorizing the Mayor to Enter Into an Agreement With Axon Enterprise, Inc. to Purchase the TASER 10 Certification Bundles and Waive Competitive Bidding

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

A Resolution Authorizing the Mayor to Enter Into an Intergovernmental Agreement with the City of Columbus for 911 Services

A Resolution to Authorize the Mayor to Enter into an Intergovernmental Agreement with Etna Township as it Pertains to Contracting a Taylor Road Traffic Study

CONSENT AGENDA FOR EMERGENCY ADOPTION

RESULT:	PASSED (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Pyakurel
AYES:	Baker, Johnson, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

An Ordinance Amending Ordinance No. 137-98 to Extend the Exemption from Taxation for the Taylor Square TIF Area for an Additional Thirty Years, and Declaring an Emergency

An Ordinance to Amend Ordinance No. 102-18, as Amended by Ordinance No. 174-2021, to Extend the Exemption from Taxation for the Brice-Main TIF Area, and Declaring an Emergency

An Ordinance to Amend the Personnel Procedure Manual Regarding Holidays, Network Devices, Use of Space Heaters, and Lactation Breaks, and Declaring an Emergency

An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades for the City of Reynoldsburg, and Declaring an Emergency

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2024, and Declaring an Emergency

An Ordinance to Transfer Funds Among Various General Fund Accounts, and Declaring an Emergency

An Ordinance to Amend Chapter 174 Procedure for the Selection of Design Professionals of the Code of Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Authorizing the Mayor to Enter into a Contract with _____ for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

CONSENT AGENDA FOR SECOND READING

An Ordinance to Amend Section 331.42 Texting While Driving Prohibited of the Codified Ordinances for the City of Reynoldsburg

CONSENT AGENDA FOR THIRD READING

RESULT:	PASSED (UNANIMOUS)
MOVER:	Baker
SECONDER:	Strickland
AYES:	Baker, Johnson, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

An Ordinance to Approve the Final Plat Plans (Phases 2 & 3) for the Eastwood Development Project

An Ordinance to Establish Section 941.24 Annexation of the Code of Ordinances for the City of Reynoldsburg to Require Annexation into the City for Water and Sanitary Sewer Services

OTHER COUNCIL MATTERS

Councilmember Strickland thanked President Jenkins for her leadership and friendship. She stated that they started out doing things in the community together for their families and to see how she has grown into such a great person and president, she will forever be in her heart. She appreciates her and what she has been able to learn from her. President Jenkins thanked Councilmember Strickland for her support.

Councilmember Baker stated that it has been an honor to work with President Jenkins. He recalled that in 2019 when President Jenkins was first elected, he noted that his daughter now has women that look like her on this stage that she can look up to, and he still believes that now. Councilmember Baker thanked RPD, teachers, doctors, nursing staff, and those that work in retail. President Jenkins thanked Councilmember Baker.

UPCOMING MEETINGS

As there was no further business, President Jenkins ended her last meeting at 8:35pm.

December 22, 2023 City Offices Closed
December 25, 2023 City Offices Closed
December 29, 2023 City Offices Closed
January 1, 2024 City Offices Closed
January 4, 2024 Planning & Zoning Board - Cancelled



January 8, 2024 Council Organizational Meeting
January 15, 2024 MLK Day City Offices Closed
January 18, 2024 Planning & Zoning Board
January 22, 2024 Council

Meredith Lawson-Rowe, President of
Council

Mollie Prasher, Clerk of Council



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 8, 2024**

CALL TO ORDER

INVOCATION - Hezekiah Martin of Southfield Community Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Cotner, Baker, Johnson, Lawson-Rowe, Strickland, Salvati, Pyakurel, Hill
ABSENT:

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes of December 11, 2023

The regular meeting minutes of December 11, 2023 were approved as submitted.

COMMUNITY COMMENTS

Mayor Begeny welcomed Meredith Lawson-Rowe as the new Council President and Councilmember Erin Hill as the new representative from Ward 4 to Council. He explained that 2024 would be a big year for the City with the start of the Waggoner Road project and the building of a new Parks & Recreation/Service Building. The next City event would be his State of the City address on Thursday, February 15th in Council Chambers. He indicated that he was looking forward to a great year.

PROCLAMATIONS

A Proclamation Recognizing Martin Luther King, Jr. and His Day of Service

Councilmember Strickland read the proclamation. Councilmember Baker expressed his appreciation for Dr. Martin Luther King, Jr. and the importance of continuing his dream by promoting giving back through community service.

COMMUNICATIONS

December Treasury Board Meeting Minutes

MOTIONS

A Motion to Confirm the Mayor and Council President Appointment of Shanette Strickland, Bhuwan Pyakurel, and Attorney Chris Shook to the Fairfield, Franklin, and Licking County Tax Incentive Review Councils

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

A Motion to Confirm the Mayor and Council President Appointment of Bhuwan Pyakurel and Shanette Strickland to Various Community Reinvestment Area Housing Councils.

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

A Motion to Hereby Appoint Auditor Stephen Cicak and Attorney Chris Shook to Serve on the Volunteer Peace Officers' Dependent Fund Board

This is an annual appointment. Auditor Cicak and Attorney Shook are designated appointees to this Board per the Ohio Revised Code and require Council's approval of their appointment.

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

A Motion to Recommend the Appointment of Mildred Johnson as the Council Representative to the Reynoldsburg Visitors Bureau

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

A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2024

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

A Motion to Reappoint Mollie Prasher to Serve as Clerk of Council for the Period Beginning February 1, 2024 through January 31, 2026

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

A Motion to Designate the City Attorney to Attend the Required Trainings Related to Public Records Laws and Sunshine Laws on Behalf of the City Council

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

A Motion to Recommend the Appointment of Temporary Council Committee Chairs

President Lawson-Rowe moved to recommend the appointment of Lou Salvati as temporary chair of the Development, Parks & Recreation Committee; Bhuwan Pyakurel as temporary chair of the Public Safety, Law & Courts Committee; Shanette Strickland as the temporary chair of the Public Service and Transportation Committee, and Stacie Baker as the temporary chair of the Finance & Administration Committee.

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

A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 8, 2024 until the Next Council Organizational Meeting in January 2024

President Lawson-Rowe moved to recommend the appointment of Lou Salvati, Barth Cotner, Mildred Johnson, and Erin Hill to the Development, Parks & Recreation Committee; the appointment of Bhuwan Pyakurel, Barth Cotner, Mildred Johnson, and Erin Hill to the Public Safety, Laws & Court Committee; the appointment of Shanette Strickland, Barth Cotner, Mildred Johnson, and Erin Hill to the Public Service and Transportation Committee, and the appointment of Stacie Baker, Lou Salvati, Bhuwan Pyakurel and Shanette Strickland to the Finance & Administration Committee.

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

A Motion to Recommend the Appointment of Shanette Strickland to Serve as the President Pro Tempore of Council for the Period Beginning January 8,

2024 until the Next Council Organizational Meeting in January 2025

RESULT:	PASSED 5-3
MOVER:	Salvati
SECONDER:	Johnson
AYES:	Cotner - No, Baker - No, Johnson - Yes, Strickland - Yes, Salvati - Yes, Pyakurel - No, Hill - Yes, Lawson Rowe - Yes

Following the motion to appoint Councilmember Strickland President Pro Temp, Councilmember Baker moved to nominate Councilmember Pyakurel as President Pro Temp with a second by Councilmember Pyakurel. As the motion to appoint Councilmember Strickland was already on the table, a vote was taken to appoint Councilmember Strickland.

REPORTS

Auditor's Reports

The Auditor's Office submitted the budget by department and classification for the months of August, September, and October of 2023.

Auditor's Reports, August, 2023

Auditor's Reports, September, 2023

Auditor's Reports, October, 2023

Liquor Permit

Liquor Permit Transfer for AAP Partners LLC

Chief Baker reported that Kwik N Cold Inc., located at 7592 & 7596 East Main Street is transferring their C1 and C2 liquor permits to AAP Partners LLC. There were four calls to this location with the previous owner and issues with communications. The Liquor Board, however, feels there should be no issues with the new owner. The recommendation is to approve the transfer with no hearing.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for January 8,

2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Temporary Chair Salvati and President Lawson-Rowe.

Appointment of Committee Chair and Vice Chair

The Committee must select its Chair and Vice Chair.

Election of Committee Chair

Temporary Chair Salvati opened the floor for nominations. Councilmember Johnson made a motion to nominate Councilmember Salvati as chair of the Development, Parks & Recreation Committee. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carried.

Election of Committee Vice Chair

Councilmember Salvati opened the floor for vice chair nominations. Councilmember Johnson nominated Councilmember Cotner to be Vice Chair. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carries.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for January 8, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Temporary Chair Pyakurel and President Lawson-Rowe.

Appointment of Committee Chair and Vice Chair

The Committee must select its Chair and Vice Chair.

Election of Committee Chair

Temporary Chair Pyakurel opened the floor for nominations. Councilmember Johnson made a motion to nominate Councilmember Pyakurel as chair of the Safety, Law & Courts Committee. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carried.

Election of Committee Vice Chair

Councilmember Pyakurel opened the floor for vice chair nominations.

Councilmember Pyakurel nominated Councilmember Johnson to be Vice Chair. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carries.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for January 8, 2024.

Members in attendance are: Councilmember Cotner, Councilmember Johnson, Councilmember Hill, Temporary Chair Strickland, and President Lawson-Rowe.

Appointment of Committee Chair and Vice Chair

The Committee must select its Chair and Vice Chair.

Election of Committee Chair

Temporary Chair Strickland opened the floor for nominations. Councilmember Johnson made a motion to nominate Councilmember Strickland as chair of the Public Service & Transportation Committee. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carried.

Election of Committee Vice Chair

Councilmember Strickland opened the floor for vice chair nominations.

Councilmember Strickland nominated Councilmember Johnson to be Vice Chair. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

This legislation has returned to Council as a contractor has been recommended and the cost and funding for the project has been identified; therefore, the Ordinance needed to be amended.

Mayor Begeny advised that the bid results were in, and a recommendation has been brought to Council recommending Complete General Contracting as the lowest and best bid with a final price of \$10,590,223.05. This project is very complex and will be the City's water, sewer, sidewalk, and roads project for 2024. I want to thank all the departments that have been part of pulling this project

together. The City intends to keep the residents notified regarding all aspects of the project's progress as well as maintain a stricter project timeline.

Councilmember Strickland moved to amend this Ordinance to approve Complete General Contracting as the contractor with a bid price of \$10,590,223.05 with a contingency six percent (\$635,413.38) and to designate all the various funding sources. Second by Councilmember Johnson. The Ordinance was amended.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for January 8, 2024.

Members in attendance are: Councilmember Pyakurel, Councilmember Salvati, Councilmember Strickland, Temporary Chair Baker and President Lawson-Rowe.

Appointment of Committee Chair and Vice Chair

The Committee must select its Chair and Vice Chair.

Election of Committee Chair

Temporary Chair Baker opened the floor for nominations. Councilmember Salvati made a motion to nominate Councilmember Baker as chair of the Finance & Administration Committee. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carried.

Election of Committee Vice Chair

Councilmember Baker opened the floor for vice chair nominations. Councilmember Baker nominated Councilmember Pyakurel to be Vice Chair. As there were no further nominations, nominations were closed and a voice vote was taken. Motion carries.

CONSENT AGENDA FOR SECOND READING

An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

CONSENT AGENDA FOR THIRD READING

RESULT: PASSED (UNANIMOUS)

MOVER:	Baker
SECONDER:	Salvati
AYES:	Cotner, Baker, Johnson, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

**An Ordinance to Amend Section 331.42 Texting While Driving Prohibited of
the Codified Ordinances for the City of Reynoldsburg**

OTHER COUNCIL MATTERS

Councilmember Strickland reminded everyone about the MLK Breakfast on Saturday, January 13th. This year, sponsors were obtained to support giving three scholarships to Reynoldsburg high school students. Pastor John Pope will be the guest speaker. The event is sold out.

Councilmember Baker wanted to thank police officers, nurses, doctors, teachers, retail workers for their sacrifices and hard work.

UPCOMING MEETINGS

As there was no further business, President Lawson-Rowe closed the meeting at 7:07pm.

January 15, 2024 MLK Day City Offices Closed
January 18, 2024 Planning & Zoning Board
January 22, 2024 Council
February 1, 2024 Planning & Zoning Board
February 12, 2024 Council
February 19, 2024 Presidents Day City Office Closed
February 26, 2024 Council

Meredith Lawson-Rowe, President of
Council

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: West Licking Fire District Report - December

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

DECEMBER BOARD STATS

Total Calls by Township/City	
Etna	119
Harrison	67
Jersey	14
Kirkersville	7
New Albany	11
Pataskala	240
Reynoldsburg	129
Hebron	40
Union	49
Mutual Aid	46
Total	722

Apparatus Name	
45B401	115
45E402	37
45E405	28
45M401	202
45M402	97
45M403	192
45M404	175
45M405	52
45M406	87
45B402/Admin Chiefs	35
45R401	114
45E406	53
45TWR403/E403	110

Total Calls by Shift		
Shift		Total
1 Unit		244
2 Unit		243
3 Unit		235
Total		722

Mutual Aid Response	
M/A Received	M/A Given
69	46

District Response Average	
	5:03

Total Calls by Station		
Station		Total
Station 401		198
Station 402		81
Station 403		125
Station 404		170
Station 405		50
Station 406		98
Total		722

Dispatch to On scene Average	
Etna	6:15
Harrison	4:18
Jersey	5:32
Kirkersville	5:28
New Albany	5:26
Pataskala	4:46
Reynoldsburg	5:34
Hebron	2:52
Union	5:23



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: Liquor Permit

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: LB Sunoco Liquor Permit

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

This request is for a transfer of a C1 and C2 liquor permit.

NOTICE TO LEGISLATIVE
AUTHORITY

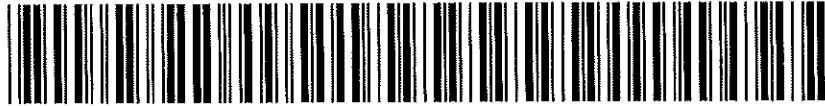
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5073946		TRFO		LB SUNOCO INC	
PERMIT NUMBER		TYPE		7616 E MAIN ST	
05	07	2021		REYNOLDSBURG OH 43068	
ISSUE DATE					
12	21	2023			
FILING DATE					
C1	C2	PERMIT CLASSES			
25	220	B	F30523		
TAX DISTRICT		RECEIPT NO.			

FROM 12/27/2023

86744320005				SUBU PETROLEUM INC	
PERMIT NUMBER		TYPE		DBA MAIN STREET FOOD MART	
05	07	2021		7616 E MAIN ST	
ISSUE DATE		REYNOLDSBURG OH 43068			
12	21	2023			
FILING DATE					
C1	C2	PERMIT CLASSES			
25	220				
TAX DISTRICT		RECEIPT NO.			



MAILED 12/27/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/29/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 5073946**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: A Resolution Authorizing the Mayor to Enter into a Contract with the Franklin County Sheriff's Office to Become a Member of the Franklin County DUI Task Force for 2024

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A AGREEMENT WITH FRANKLIN COUNTY SHERIFF'S DEPARTMENT TO REDUCE ALCOHOL RELATED TRAFFIC ACCIDENTS

WHEREAS, the Franklin County Sheriff's Office has received a Franklin County DUI Task Force grant from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant; and

WHEREAS, the City of Reynoldsburg Police Department has been invited to participate in this Task Force to target enforcement by sworn law enforcement officers performed at approved problem sites determined by the Task Force "problem ID process;" and

WHEREAS, targeted enforcement will be conducted in support of the Franklin County DUI Task Force goals, which are to decrease the incidence of DUI violations.

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 sign a agreement with the Franklin County Sheriff's Department to participate in the Franklin County DUI Task Force to reduce alcohol related traffic accidents.

SECTION 2. This Resolution will be effective upon approval by Council and the signature of the Mayor.

DUI TASK FORCE CONTRACT
FFY 2024

THIS AGREEMENT, entered into as of this 1st day of October 2023 by and between:
FRANKLIN COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "Lead Agency") and
YOUR AGENCIES FULL NAME (hereinafter referred to as the "sub-grantee"), WITNESSETH:

WHEREAS, the Lead Agency has received a Franklin County DUI Task Force grant from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUBGRANTEE

Targeted enforcement by sworn law enforcement officers performed at approved problem sites determined by the Task Force "problem ID process." Targeted enforcement will be conducted in support of the Franklin County DUI Task Force goals, which are to decrease the incidence of DUI violations,

1. Decrease the number of alcohol-related fatal traffic crashes in Franklin County to no more than 39 crashes in FFY 2024.

Use the low manpower sobriety checkpoint model to conduct low-cost, highly effective sobriety checkpoints throughout Franklin County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

In addition:

- A. Law Enforcement Reports: The sub-grantee will report enforcement activity on forms approved by the Franklin County DUI Task Force. Activity Reports will be submitted to the Lead Agency no later than five (5) days after the completion of an enforcement activity. Justification for sites selected for enforcement activity should be documented and maintained as a part of the sub-grantee's file for this agreement.
- B. Training Certification: The sub-grantee will assure that all enforcement personnel involved in Franklin County DUI Task Force enforcement-related activity will be certified in the Standard Field Sobriety Testing (SFST) Training.
- C. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time

permanent staffs are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants. Officers will be paid at one and one half (1 ½) their normal hourly rate, regardless of days off or holiday. Part time personnel will be paid at their normal rate of pay.

- D. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- E. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in both the "*Click it or Ticket*" and the "*Drive Sober or Get Pulled Over*" mobilizations. Agencies will be required to report their activity to the Ohio Department of Public Safety, Ohio Traffic Safety Office by the required deadlines. Dates of the mobilizations will be announced later.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed \$20,000.00. The contracting parties may revise this amount in writing.

To be eligible for reimbursement, sub-grantee will complete and submit a progress report by the 8th calendar day of the following end of each month to the Lead Agency. The sub-grantee shall complete and submit a GR-12 detailing name and rank of officer working the overtime activity date and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the DUI Task Force activities.

III. FRINGE RATE

The sub-grantee will provide a fringe rate (in a percentage form) for their agency that includes Retirement and Medicare. This percentage may be subject to change throughout the life of the contract. **The sub-grantee's reported fringe rate as of the date of this contract is _____.** If the sub-grantee makes a change to their reported fringe rate, they must immediately notify the Lead Agency in writing.

IV. DELIVERY OF SERVICES

The sub-grantee will complete all work between October 1, 2023, and no later than September 30, 2024.

V. SUBCONTRACTORS

Sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the DUI Task Force without prior approval from the Lead Agency.

The sub-grantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

VI. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this contract for a minimum of three years, pursuant to the requirements of the Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government or the Lead Agency to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three years after the completion of this contract.

Sub-grantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the Lead Agency before the start of this contract.

VII. ASSURANCE REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the Lead Agency and the additional sub-grantee provisions both of which are attached hereto as an appendix.

VIII. SANCTIONS FOR NON-COMPLIANCE

Should sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

"The opinion, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the State of Ohio, the National Highway Traffic Safety Administration, the Federal Highway Administration, or the Lead Agency."

IX. SIGNATURES

Approved as to form:

G. Gary Tyack, Franklin County Prosecutor

Assistant Prosecuting Attorney

Franklin County Sheriff:

Dallas Baldwin, Sheriff

For the BOARD OF COUNTY COMMISSIONERS:

Kenneth N. Wilson, County Administrator

**CITY / TOWNSHIP / VILLAGE, COUNCIL / BOARD,
OR DESIGNATED CONTRACT SIGNATURE AUTHORITY:**

Printed Name, Title

Signature

Printed Name, Title

Signature

Printed Name, Title

Signature

Printed Name, Title

Signature

Printed Name, Title

Signature

Printed Name, Title

Signature

The following are Provisions that shall be used by the sub-grantee (lead agency) when entering into an agreement contract when funds administered by the Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal or state government. Note: for clarification purposes the work contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any

other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Negligence Disclaimer

To the extent permitted by law, the sub-grantee and contractor shall save the Ohio Traffic Safety Office, Ohio Department of Public Safety, and the Federal Government (e.g. National Highway Traffic Safety Administration, Federal Highway Administration) from harm from suits, actions, or claims resulting from negligence, acts or omissions by the sub-grantee and/or contractor or their employees.

PROVISION 11 Liability Disclaimer

The parties agree that the Ohio Department of Public Safety, Ohio Traffic Safety Office is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 12 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:

- National Highway Traffic Safety Administration
- Federal Highway Administration
- Ohio Department of Public Safety
- Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer. "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: A Resolution to Authorize the Mayor to Purchase Crash Response Equipment from Precision Laser and Instruments Trimble Forensic

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The funds were approved in the 2024 budget in the amount of \$41,685.00 from account 110.111.5639. Equipment will be utilized by the newly formed Crash Team and the Criminal Investigations Unit.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE CRASH RESPONSE EQUIPMENT FROM PRECISION LASER AND INSTRUMENTS TRIMBLE FORENSIC

WHEREAS, the Reynoldsburg Police Department has determined a need for the purchase of additional crash response equipment; and

WHEREAS, the Department has determined that the equipment should be purchased from Precision laser and Instruments Trimble Forensic.

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 crash response equipment from Precision laser and Instruments Trimble Forensic.

SECTION 2. That the funds are included in the 2024 Budget and an amount of \$41,685.00 should be paid from account number 110.111.5639 Other Equipment.

SECTION 3. That this Resolution, upon passage by City Council and the signature of the Mayor, shall be in effect immediately.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Subsite Electronics for the Repair of the Transtar Camera System and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to enter into a contract with Subsite Electronics, a division of Charles Machine Works. We ask to waive competitive bidding. Subsite is the sole supplier for our Transtar camera system repairs. Funds are appropriated in the 2024 Budget from Stormwater account 740.737.5633 (machinery and equipment) and not to exceed the budgeted amount of \$60,000.

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH
SUBSITE ELECTRONICS FOR THE REPAIR OF THE TRANSTAR CAMERA SYSTEM AND
WAIVE COMPETITIVE BIDDING**

WHEREAS, the Street Department has determined that the Transtar Camera System used to video stormwater lines is in need of repair; and

WHEREAS, the City intends to contract with the sole contractor, Subsite Electronics, a division of Charles Machine Works, in an amount not to exceed \$60,000 to make needed repairs.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Subsite Electronics in an amount not to exceed \$60,000 for the repair of the Transtar Camera System.

SECTION 2. That an amount not to exceed \$60,000 was included in the 2024 Budget and will

be paid from account number 740.737.5633 machinery and Equipment.

SECTION 3. That competitive bidding be waived as Subsite Electronics is the sole contractor regionally available and able to provide the specific services to repair the Transtar Camera System.

SECTION 3. Upon adoption by Council, this Resolution shall be effective immediately following the signature of the Mayor.



A DIVISION OF CHARLES MACHINE WORKS

Subsite Division
1950 West Fir Avenue
Perry, OK 73077
Phone No : 1-800-846-2713

Quotation

Sold-to Party Address

CITY OF REYNOLDSBURG
7806 E. MAIN ST
REYNOLDSBURG OH 43068-1239

Information

Quotation No. 20206466
Document Date 12/21/2023
Customer No. 5010860
Dealership
PO
Created by James Dorough
Inco Terms: FCA CMW Location

Quote Valid until : 03/21/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.SUBSITE.COM

Page 1 of 1

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	TRANSTAR - Transtar With the following configuration: Elevator Yes Transport Acc8" Pneumatic Transport AccAccessory Kit With Elevator Transport AccBalloon Knobby Transport AccGear Reduction Transport AccPole Lift	25,084.72		25,084.72
1EA	TRAKSTAR - Trakstar With the following configuration: Camera Connection Type 4 Pin Vertical Pan No Inclination No Laser Crack Measurement No	17,965.50		17,965.50
1EA	863-39243 - ASSY,CNTRLR,AUX,CAM,DESK,JOY,WI RELESS	2,105.16		2,105.16
Items Total				45,155.38
Total Amount				\$ 45,155.38

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-846-2713 to arrange for return of the document.



A DIVISION OF CHARLES MACHINE WORKS

Subsite Division
1950 West Fir Avenue
Perry, OK 73077
Phone No : 1-800-846-2713

Quotation

Sold-to Party Address

CITY OF REYNOLDSBURG
7806 E. MAIN ST
REYNOLDSBURG OH 43068-1239

Information

Quotation No. 20206465
Document Date 12/21/2023
Customer No. 5010860
Dealership
PO
Created by James Dorough
Inco Terms: FCA CMW Location

Quote Valid until : 03/21/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.SUBSITE.COM

Page 1 of 1

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	806-31522 - ASSY,CBL,SINCN,6 PIN FEM(RKM)3 PIN,1500'	5,610.03		5,610.03
		Items Total		5,610.03
		Installation Charge		1,000.00
		Total Amount		\$ 6,610.03

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-846-2713 to arrange for return of the document.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 22, 2024

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction for the Waggoner Road Phase 1 Improvement Project, Appropriating Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

3 read emergency

REASON FOR EMERGENCY:

in order to meet the requirements of the bid acceptance period

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION FOR THE WAGGONER ROAD PHASE 1 IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the Waggoner Road Phase 1 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 Complete General Construction; and

WHEREAS, the City Engineer has also concluded that Complete General Construction has the ability, the resources, the experience to properly complete the project, and has recommended that the contract for the Waggoner Road Phase 1 Improvement Project for \$10,590,223.05 with a six percent (6%) contingency of \$634,413.38 be awarded to Complete General Construction.

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 contract with Complete General Construction for the Waggoner Road Improvement Project for \$10,590,223.05 with a contingency of six percent (6%) amount of \$634,413.38 for a total of \$11,226,636.43.

SECTION 2. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated and the City Auditor shall establish such project codes as necessary.

SECTION 3. The City Auditor is hereby authorized to appropriate from the unappropriated accounts as indicated to the project account in the same fund:

\$3,500.000.00	Appropriated OPWC Receipts (410)
\$1,494,000.00	Water CIP Fund (710)
\$ 912,637.00	Street Fund (260)
\$ 500,000.00	Permissive Tax Fund (230)
\$4,819.000.00	Capital Improvement Fund (CIP 410)

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 meet contract deadlines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

December 7, 2023

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

Subject: Waggoner Road Phase 1 Improvements (Main Street to Priestly Drive)
Proposal for Construction Phase Engineering Services

Dear Mr. Dorman,

EMH&T is pleased to submit this proposal for Construction Phase Engineering Services for the Waggoner Road Phase 1 Improvements, from Main Street to Priestly Drive.

We understand the scope includes over 20,250 square yards of asphalt pavement reconstruction; 10,270 linear feet of concrete curb and gutter; 25,720 square feet of concrete sidewalk; 6,417 linear feet of storm sewer with two new water quality structures; a 20' reinforced concrete culvert spanning French Run; 5,210 linear feet of water main; 37 new street lights, prefabricated modular retaining walls, landscaping to include the Methodist Hill Cemetery improvements, a new traffic signal at Priestly Drive, a traffic signal modification at E. Main St, and other related work.

The engineer's current opinion of probable construction cost is \$10,695,000. The anticipated construction duration is 450 calendar days from the City's issuance of the Notice to Proceed. The project is currently anticipated to commence in February 2024 and be complete in April 2025.

SCOPE OF SERVICES

EMH&T will provide engineering and project representation services for the above referenced improvements to include the following tasks, as facilitated through the EMH&T CSDocs software program:

1. Construction Engineering Services & Contract Administration

- Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, Utilities, Police, Fire, and any other stakeholders, as requested by the City.
 - EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- Prepare shop drawing submittal log, review and track shop drawings and other submittals.
 - Along with the City and Design Engineer, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications, and provide recommendations.
 - EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.

- Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
- Upon request, reviewed submittals and shop drawings will be logged and provided to all interested project parties.
- Conduct periodic Progress Meetings (or as otherwise directed by the City) with the City, Design Engineer, Contractor, Subconsultant, and other project stakeholders. EMH&T will provide the following for the meeting:
 - Meeting agenda, which will include;
 - Recap of current project status, current revised contract amount, project elapsed time and percent complete
 - Updated list of current project management personnel
 - Review project safety concerns
 - Review of previous meeting minutes
 - Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site
 - Analysis of current schedule and work completed to date
 - Discuss potential ongoing project delays
 - Update delivery schedule for long lead items
 - Updated submittal log and discuss outstanding submittals for review
 - Status of all change orders, change requests and requests for information
 - Status of all pay requests
 - Follow-up on outstanding items and issues along with new items and issues to be reviewed
 - Review drawings with updates provided by Contractor
 - Sign-in sheet
 - Meeting summary for the City, Engineer, and attendees
- Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the Owner for review and comment.
 - EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
 - Make recommendation to the Owner for time extension requests from the Contractor.
 - If required, ask the Contractor to submit revised schedules when the proposed work is anticipated to not be performed in accordance with the project requirements.
 - Provide guidance to help minimize delays and regain time lost due to delays.
- Review Requests for Information and Facilitate Change Orders
 - EMH&T will review requests for information and coordinate clarification to the Contractor.
 - Change orders will be reviewed by EMH&T and all parties, as required to determine conformance with contract plans and specifications prior to Owner approval.

- EMH&T will maintain logs of quantities and review pay documentation for the Owner and Contractor.
 - Maintain daily logs of quantities for payment.
 - Review monthly and final pay estimates.
 - Generate change orders and process the change orders for Contractor and Owner.
 - Maintain a record of the work performed to include correspondence and daily project representation reports.
- EMH&T will coordinate with the Owner and Contractor prior to conducting both the pre-final and final project walk-throughs for participation and input of documented deficiencies.
 - EMH&T will prepare punch list for work performed not in accordance with the contract documents.
 - EMH&T will coordinate with the Contractor to address required warranty work.
 - Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings (plan-set projects).
 - EMH&T will prepare and provide record drawings of the completed work.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.
- Project Closeout.

EMH&T will provide:

 - Final Project walkthrough and punchlist.
 - Substantial Completion Affidavit.
 - Record Drawings to the Owner in a digital format (plan set projects).
 - Certificate of Final Acceptance.
 - 1 Year Warranty Review.

2. Resident/Standby Project Representation

- Our Resident Project Representatives, (RPRs) will provide full time observation. Full time observation is defined as approximately 8 hours per day. We will provide on-site project representation during the contract duration, as required, and as coordinated with the Owner to support the Administration and oversight of the improvements.
- EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document the activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- Assist in coordination of material testing, as needed. Material testing completed shall be under a subconsultant contract with a third-party provider.

- The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed in conformance with the contract in a quantity log.
- EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.
- EMH&T's RPR will bring to the attention of the Owner instances:
 - Where the Contractor fails to comply with the terms of the Contract documents.
 - When the Contractor acts in a manner which is not in the best interest of the Owner.
 - When the Contractor's proposed schedule of work is in conflict with the project contract duration.
- The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during the Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner and not negatively impact subsequent work. Final Project walkthrough and 1-year warranty punch list will be conducted as defined above.
- Punch list items will be coordinated with the Contractor and the RPR will observe the work until completed in accordance with Contract documents, or as accepted by the City.
- RPR will observe completed work and provide the Owner a recommendation for acceptance. Copies of the daily observation reports are available for the Owner's review upon request, or periodically as required.

3. Engineering Support During Construction

- The EMH&T Waggoner Road design team will continue to support the project through the construction duration by performing the following tasks:
 - Continuing coordination with the private utility companies as needed during construction.
 - Coordination with the Contractor and construction team on design changes or modifications that occur or are requested during construction.
 - Aid and support on land acquisition as needed during construction.
 - Review and finalize record drawings once the project is complete.

4. Subconsultant: Street Lighting and Traffic Signals Engineering & Inspection Services

- EMH&T will subcontract a third-party provider to provide engineering services during construction and submittal review support for the traffic signal and street lighting components of the project.

5. Subconsultant: Material Testing

- EMH&T will subcontract a third-party provider to provide material testing for this project. This testing may include the following:

- Nuclear density testing of the upper 3 feet of soil and/or granular trench backfill.
- Proofrolling of prepared roadway subgrade soils.
- Nuclear density testing of roadway aggregate base.
- Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- Prepare and test concrete compressive strength cylinders for various placements.
- Copies of the material testing reports will be made available for the City Service Director and Assistant Service Director to review in a manner to be determined by the City.

Clarifications and Exclusions

EMH&T shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, Subcontractors, any of their agents or Subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents.

The Scope of Services does not include the following:

- Safety Compliance/Monitoring outside of EMH&T's safety procedures
- Construction Layout/Staking

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of February 2024 through April 2025.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Construction Engineering Services & Contract Administration	\$177,000.00
Resident/Standby Project Representation	\$450,000.00
Design Support During Construction	\$35,000.00
EMH&T Labor Fee	\$752,000.00
Reimbursable Expenses (printing, mileage, etc.)	\$25,000.00

Subconsultant – Street Lighting and Traffic Signals Engineering & Inspection Services – Allowance	\$4,000.00
Subconsultant – Material Testing Allowance	\$30,000.00
PROJECT TOTAL FEE	\$811,000.00

Should the scope of our services change, the project duration increase, or the construction contract cost increase, additional fees may be necessary to cover the cost of the additional professional services. EMH&T will request these additional fees concurrent with the Contractor's modification/change order (if needed.)

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4556.

Respectfully submitted,



James M. Nolen, PE, CPESC
Director, Construction Services Division
EMH&T

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1, this Project Loan Agreement (“Agreement”) is entered into **July 1, 2022** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“Director” or the “OPWC”), and **City of Reynoldsburg** (“Recipient”), in respect of the Project named **Waggoner Road Improvements Phase I** as described in Appendix A of this Agreement (“Project”) to provide **46** % of the total Project cost (“Participation Percentage”), not to exceed **Three Million Five Hundred Thousand Dollars (\$ 3,500,000)**, for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project **CC03Z / CC04Z**

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS AND GENERAL PROVISIONS.** The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section V. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section V. A. or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

“Repayment Amount” means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a governmental unit, as used in Code Sections 141 and 148.

“Utility” means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. **FINANCIAL ASSISTANCE - GRANT.** Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Two Million Six Hundred Twenty One Thousand Five Hundred Dollars (\$ 2,621,500)**. Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. **FINANCIAL ASSISTANCE – LOAN.** Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **Eight Hundred Seventy Eight Thousand Five Hundred Dollars (\$ 878,500)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

- C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.
- D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.
- E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.
- F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.
- G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.
- H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:
 - 1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
 - 2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:
1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
 2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Administrator.
- J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:
1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
 2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
 3. The OPWC shall be released from all obligations to Recipient.
 4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.
- K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.
- L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.
- M. *Joint Funded Project with the Ohio Department of Transportation.* For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections V.A., V.B., and V.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

- IV. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.
- V. **PROJECT SCHEDULE.** Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion of the Director.
- VI. **DISBURSEMENTS.** All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:
- A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.
- B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and

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4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

- A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
- B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

- A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement.

- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project – Qualified Service Contracts.
 - 1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
 - 2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
 - a. *Qualified Service Contracts – Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
 - b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
 - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
 - (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
 - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

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- (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or
 - (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
 - (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
 - (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
 - (vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (e.g., health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (e.g., a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

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- (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.
- d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
- e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
- f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
- g. The Recipient and the Service Provider are not Related Parties.
4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.
- G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
 2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;
 3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

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4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
 2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
 3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
 6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
 7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- IX. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

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- X. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- XI. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XII. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XIII. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIV. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XV. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XVI. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVII. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

- XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. **CC03Z / CC04Z** is effective as of the date first written above.

RECIPIENT
City of Reynoldsburg

STATE OF OHIO
Ohio Public Works Commission

E-SIGNED by Joe Begeny
on 2022-09-13 09:14:49 EDT

Joe Begeny, Mayor



Linda S. Bailiff, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of July 1, 2022 . Construction is scheduled to begin March 31, 2023 with completion by July 1, 2024 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section V.A. of this Agreement is designated by the Recipient as follows:

Joe Begeny, Mayor	to act as the Chief Executive Officer;
Stephen Cicak, Auditor	to act as the Chief Fiscal Officer; and
William Dorman, Public Service Director	to act as the Project Manager.
- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project is located in the City of Reynoldsburg and includes improvements to Waggoner Road. The improvements will begin at the intersection with East Main Street extending approximately 4,600 linear feet to just north of Preistley Drive.

Description:

The improvements include full reconstruction and widening of the roadway pavement to accommodate a center turn lane where significant intersections are present with the addition of curb and gutter, a multi-use path, and sidewalk. The existing non-ADA compliant curb ramps will be replaced to conform to current regulations and added to all intersection crossings. The undersized storm sewer system will be modified and enlarged to improve drainage within the project corridor. The old, deteriorated water main will be replaced, and street lighting will be replaced to improve night time visibility.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

- 1) *OPWC/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **54 %** of the total Project Cost. The OPWC Participation Percentage shall be **46 %** not to exceed \$ **3,500,000**.
- 2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	559,895
b) Construction Administration	559,895
c) Right-of-Way	321,979
d) Construction	5,598,945
e) Permits, Advertising, Legal	0
f) Construction Contingencies	559,895
Total Estimated Costs	7,600,609
Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	4,100,609
Public Revenue – ODOT/FHWA	0
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	4,100,609
b) OPWC Funds	
Grant	2,621,500
Loan	878,500
Total OPWC Funds	3,500,000
Total Financial Resources	7,600,609

PROMISSORY NOTE**\$ 878,500****City of Reynoldsburg****July 1, 2022****CC04Z**

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **65 E. State Street, Suite 312, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **\$ 878,500** or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of **30** years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in **City of Reynoldsburg, Franklin**, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____
Stephen Cicak, Auditor

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS /
LOAN REPAYMENT LETTER**

September 2, 2021

I understand the staff administrative fee for the SCIP and LTIP programs is funded from a contribution of up to 1% of the original award amount. I understand that all communities receiving awards for FY 2023 will receive an invoice during second quarter of 2023 for administrative services. In addition, I understand that payment for these services must come from local general funds and not from the award funds.

I, Fiscal Officer of the City of Reynoldsburg, hereby certify that the City of Reynoldsburg has the amount of \$4,100,609.00 in the General Fund and that this amount will be used to pay the local share for the Waggoner Road Improvements, Phase 1 when it is required.

I, Fiscal Officer of the City of Reynoldsburg, hereby certify that City of Reynoldsburg has / will have / will collect the amount of \$878,500.00 in the General Fund and that this amount will be used to repay the Ohio Public Works Commission SCIP or RLP loan requested for the Waggoner Road Improvements, Phase 1 over a 30-year term.



Signature of Chief Financial/Fiscal Officer

9.9.21

Date

City Auditor

Title

CITY OF REYNOLDSBURG, OHIO**Waggoner Road Improvements, Phase 1**

EMH&T JN: 2023-0233

Bids Received: Decemmmber 15, 2023

Contractor	Complete General Construction Co. 1221 E. Fifth Ave. Columbus, OH, 43219	Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223
Bid Price (pg BF-2)	\$ 10,554,503.05	\$ 10,660,548.20
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Arch Insurance Company	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 003186	A++ / 003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes
Addendum Acknowledgements	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Yes	Yes
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed numerous projects of similar size and scope completed in last 5 years or in progress.	Contractor listed five projects of similar size and scope completed in the last 5 years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable performance on contracts in the City of Reynoldsburg and the greater Columbus area. No claims filed against.	Contractor has demonstrated acceptable performance on contracts in the Columbus area. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Contractor's project history shows they have adequate equipment and the capability to complete the work in this contract.	Contractor's project history shows they have equipment and capability to complete this contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor's project history shows they have adequate work force to complete this contract.	Contractor's project history shows they have adequate work force to complete this contract.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues
(k) Bidder displayed interest in the project by attending any pre-bid meetings or conferences for bidders;	Yes	Yes
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the specifications or as determined by the Owner.	N/A	N/A
Recommended as Lowest and Best	Yes	

BY:

**Mitchell Yake, PE**

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054



Engineers, Surveyors, Planners, Scientists

December 19, 2023

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

Re: Waggoner Rd Improvements, Phase 1

Dear Mr. Dorman,

We have completed our analysis of the bids received on December 15th, 2023 for the **Waggoner Road Improvements, Phase 1** project. Based on our review of the public bid results, we recommend that the Contract be awarded to Complete General Construction for the amount of \$10,590,223.05 for the work included under the Base Bid and Alternate Bid (timber guardrail). Complete General has project history with the City and is qualified for this type of work. Their prices are comparable to recent bids of projects with similar size and scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Mitchell Yake, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

CITY OF REYNOLDSBURG, OHIO
Waggoner Road Improvements, Phase 1

EMH&T JN: 2023-0233

Bids Received: December 15, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction Co. 1221 E. Fifth Ave. Columbus, Ohio 43219		Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223	
						Price	Extension	Price	Extension	Price	Extension
Base Bid											
1	CMSC	201	Clearing and Grubbing	1	L.S.	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$135,000.00	\$135,000.00
2	CMSC	202	Catch Basin or Inlet Removed	24	Ea.	\$500.00	\$12,000.00	\$600.00	\$14,400.00	\$530.00	\$12,720.00
3	CMSC	202	Headwall Removed	5	Ea.	\$750.00	\$3,750.00	\$1,200.00	\$6,000.00	\$480.00	\$2,400.00
4	CMSC	202	Valve Removed	23	Ea.	\$500.00	\$11,500.00	\$250.00	\$5,750.00	\$140.00	\$3,220.00
5	CMSC	202	Fire Hydrant Removed	11	Ea.	\$500.00	\$5,500.00	\$750.00	\$8,250.00	\$580.00	\$6,380.00
6	CMSC	202	Pipe Removed, 24" and Under	6100	L.F.	\$16.00	\$97,600.00	\$30.00	\$183,000.00	\$32.00	\$195,200.00
7	CMSC	202	Pipe Removed, Above 24"	120	L.F.	\$30.00	\$3,600.00	\$100.00	\$12,000.00	\$24.00	\$2,880.00
8	CMSC	202	Pipe Filled In Place	90	L.F.	\$30.00	\$2,700.00	\$45.00	\$4,050.00	\$30.00	\$2,700.00
9	CMSC	202	Walk Removed	1350	S.F.	\$3.00	\$4,050.00	\$3.00	\$4,050.00	\$3.00	\$4,050.00
10	CMSC	202	Fence Removed For Reuse or Storage	650	L.F.	\$15.00	\$9,750.00	\$3.50	\$2,275.00	\$4.00	\$2,600.00
11	CMSC	202	Curb and Gutter Removed	1450	L.F.	\$12.00	\$17,400.00	\$12.00	\$17,400.00	\$14.00	\$20,300.00
12	CMSC	202	Curb Removed	525	L.F.	\$9.00	\$4,725.00	\$9.00	\$4,725.00	\$22.00	\$11,550.00
13	CMSC	202	Guardrail Removed	675	L.F.	\$3.00	\$2,025.00	\$2.00	\$1,350.00	\$2.00	\$1,350.00
14	CMSC	202	Pavement Removed (Concrete)	445	S.Y.	\$20.00	\$8,900.00	\$30.00	\$13,350.00	\$10.00	\$4,450.00
15	CMSC	202	Pavement Removed (Brick)	14	S.Y.	\$40.00	\$560.00	\$40.00	\$560.00	\$40.00	\$560.00
16	CMSC	203	Excavation	8999	C.Y.	\$30.00	\$269,970.00	\$30.00	\$269,970.00	\$36.00	\$323,964.00
17	CMSC	203	Embankment	9048	C.Y.	\$25.00	\$226,200.00	\$13.00	\$117,624.00	\$24.00	\$217,152.00
18	CMSC	204	Subgrade Compaction	6560	S.Y.	\$4.00	\$26,240.00	\$4.00	\$26,240.00	\$6.00	\$39,360.00
19	CMSC	204	Proof Rolling	4	Hour	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$260.00	\$1,040.00
20	CMSC	204*	Undercutting and Disposal of Unsuitable Materials	800	C.Y.	\$41.00	\$32,800.00	\$30.00	\$24,000.00	\$26.00	\$20,800.00
21	CMSC	204*	Granular Material, Type B	800	C.Y.	\$55.00	\$44,000.00	\$57.00	\$45,600.00	\$68.00	\$54,400.00
22	CMSC	204*	Granular Material, No. 2 Stone	800	C.Y.	\$50.00	\$40,000.00	\$53.00	\$42,400.00	\$60.00	\$48,000.00
23	CMSC	204*	Geotextile Fabric Type D	1640	S.Y.	\$2.00	\$3,280.00	\$2.00	\$3,280.00	\$0.40	\$656.00
24	CMSC	204*	Geogrid	1640	S.Y.	\$4.00	\$6,560.00	\$5.00	\$8,200.00	\$1.00	\$1,640.00
25	CMSC	206	Cement Stabilized Subgrade (12" Deep)	20250	S.Y.	\$6.00	\$121,500.00	\$4.00	\$81,000.00	\$4.00	\$81,000.00
26	CMSC	206	Cement	600	Tons	\$200.00	\$120,000.00	\$210.00	\$126,000.00	\$214.00	\$128,400.00
27	CMSC	206	Curing Coat	20250	S.Y.	\$1.00	\$20,250.00	\$1.20	\$24,300.00	\$1.20	\$24,300.00
28	CMSC	206	Test Rolling (For Cement Stabilized Subgrade)	11	Hour	\$300.00	\$3,300.00	\$350.00	\$3,850.00	\$264.00	\$2,904.00
29	CMSC	206	Mixture Design for Chemically Stabilized Soils	1	L.S.	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
30	CMSC	606	Guardrail, Type MGS	400	L.F.	\$27.00	\$10,800.00	\$23.20	\$9,280.00	\$23.00	\$9,200.00
31	CMSC	606	Anchor Assembly, MGS Type E	4	Ea.	\$2,800.00	\$11,200.00	\$2,740.00	\$10,960.00	\$2,740.00	\$10,960.00
32	CMSC	606	Anchor Assembly, MGS Type T	2	Ea.	\$1,400.00	\$2,800.00	\$1,320.00	\$2,640.00	\$1,320.00	\$2,640.00
33	ODOT	607	Fence, Misc.: Wood Fence (ODOT RM-5.2)	400	L.F.	\$55.00	\$22,000.00	\$53.00	\$21,200.00	\$98.00	\$39,200.00
34	CMSC	608	Concrete Walk (T=4 Inch)	18350	S.F.	\$10.00	\$183,500.00	\$7.50	\$137,625.00	\$6.50	\$119,275.00
35	CMSC	608	Concrete Walk (T=6 Inch)	3350	S.F.	\$13.00	\$43,550.00	\$11.00	\$36,850.00	\$12.00	\$40,200.00
36	CMSC	608	Concrete Walk (T=8 Inch)	3900	S.F.	\$16.00	\$62,400.00	\$14.50	\$56,550.00	\$24.00	\$93,600.00
37	CMSC	608	Concrete Walk, As Per Plan	120	S.F.	\$20.00	\$2,400.00	\$15.50	\$1,860.00	\$22.00	\$2,640.00
38	CMSC	608	Curb Ramps, Cost to Finish	51	Ea.	\$450.00	\$22,950.00	\$315.00	\$16,065.00	\$204.00	\$10,404.00
39	CMSC	608	Detectable Warning	540	S.F.	\$40.00	\$21,600.00	\$40.00	\$21,600.00	\$52.00	\$28,080.00
40	CMSC	Special	Mailbox Removed and Reset	14	Ea.	\$400.00	\$5,600.00	\$400.00	\$5,600.00	\$450.00	\$6,300.00
41	CMSC	207*	Construction Seeding and Mulching	7800	S.Y.	\$1.00	\$7,800.00	\$0.70	\$5,460.00	\$0.80	\$6,240.00
42	CMSC	207	Perimeter Filter Fabric Fence	3300	L.F.	\$3.00	\$9,900.00	\$3.20	\$10,560.00	\$6.50	\$21,450.00
43	CMSC	207	Filter Fabric Ditch Check	36	Ea.	\$125.00	\$4,500.00	\$125.00	\$4,500.00	\$420.00	\$15,120.00
44	CMSC	207	Rock Ditch Check	7	Ea.	\$250.00	\$1,750.00	\$250.00	\$1,750.00	\$950.00	\$6,650.00
45	CMSC	207	Inlet Protection	127	Ea.	\$125.00	\$15,875.00	\$200.00	\$25,400.00	\$270.00	\$34,290.00

CITY OF REYNOLDSBURG, OHIO
Waggoner Road Improvements, Phase 1

EMH&T JN: 2023-0233

Bids Received: December 15, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction Co. 1221 E. Fifth Ave. Columbus, Ohio 43219		Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223	
						Price	Extension	Price	Extension	Price	Extension
46	CMSC	207	Designated Concrete Washout Area	1	L.S.	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
47	CMSC	659	Topsoil (T=4")	1750	C.Y.	\$40.00	\$70,000.00	\$40.00	\$70,000.00	\$88.00	\$154,000.00
48	CMSC	659	Commercial Fertilizer, As Per Plan	2	Tons	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
49	CMSC	659	Seeding and Mulching, As Per Plan	15690	S.Y.	\$2.00	\$31,380.00	\$1.17	\$18,357.30	\$1.30	\$20,397.00
50	CMSC	659	Water	85	M Gal	\$20.00	\$1,700.00	\$1.00	\$85.00	\$1.10	\$93.50
51	CMSC	659*	Repair Seeding and Mulching, As Per Plan	785	S.Y.	\$2.00	\$1,570.00	\$1.17	\$918.45	\$0.90	\$706.50
52	CMSC	671	Ditch Erosion Protection Mat, Type A	450	S.Y.	\$3.00	\$1,350.00	\$3.00	\$1,350.00	\$1.80	\$810.00
53	CMSC	671	Slope Erosion Protection Mat, Type A, As Per Plan	1630	S.Y.	\$5.00	\$8,150.00	\$3.00	\$4,890.00	\$1.60	\$2,608.00
54	CMSC	601	Rock Channel Protection Type A w/ Filter	47	C.Y.	\$140.00	\$6,580.00	\$140.00	\$6,580.00	\$136.00	\$6,392.00
55	CMSC	601	Rock Channel Protection Type B w/ Filter	23	C.Y.	\$120.00	\$2,760.00	\$160.00	\$3,680.00	\$198.00	\$4,554.00
56	CMSC	604	Curb and Gutter Inlet (ST-10)	69	Ea.	\$3,800.00	\$262,200.00	\$4,250.00	\$293,250.00	\$3,800.00	\$262,200.00
57	ODOT	604	Curb and Gutter Inlet (AA-S125B)	2	Ea.	\$4,700.00	\$9,400.00	\$4,750.00	\$9,500.00	\$4,800.00	\$9,600.00
58	ODOT	604	Catch Basin (ST-13)	22	Ea.	\$3,000.00	\$66,000.00	\$2,650.00	\$58,300.00	\$4,000.00	\$88,000.00
59	CMSC	604	Curb Inlet Manhole (AA-S121) with Casting (AA-S142)	1	Ea.	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
60	CMSC	604	Manhole, Type C (ST-3)	47	Ea.	\$5,900.00	\$277,300.00	\$6,850.00	\$321,950.00	\$6,400.00	\$300,800.00
61	CMSC	604	ACO Klassik Drain-K300 12" Internal Width with Ductile Iron Slotted Grate or Approved Equal	1	Ea.	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00
62	CMSC	605	4" Pipe Underdrain	8410	L.F.	\$14.00	\$117,740.00	\$19.50	\$163,995.00	\$20.00	\$168,200.00
63	ODOT	611*	6" Conduit, Type C	50	L.F.	\$50.00	\$2,500.00	\$20.00	\$1,000.00	\$45.00	\$2,250.00
64	ODOT	611*	8" Conduit, Type C	50	L.F.	\$80.00	\$4,000.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00
65	ODOT	611*	12" Conduit, Type C	50	L.F.	\$70.00	\$3,500.00	\$85.00	\$4,250.00	\$68.00	\$3,400.00
66	ODOT	611*	15" Conduit, Type C	50	L.F.	\$80.00	\$4,000.00	\$100.00	\$5,000.00	\$74.00	\$3,700.00
67	ODOT	611*	18" Conduit, Type C	50	L.F.	\$110.00	\$5,500.00	\$125.00	\$6,250.00	\$88.00	\$4,400.00
68	ODOT	611	Full Height Headwall (HW-1.1) (48" Culvert)	2	Ea.	\$8,000.00	\$16,000.00	\$14,500.00	\$29,000.00	\$23,000.00	\$46,000.00
69	ODOT	611	Full Height Headwall (HW-1.1) (60" Culvert)	2	Ea.	\$10,000.00	\$20,000.00	\$19,500.00	\$39,000.00	\$24,000.00	\$48,000.00
70	ODOT	611	4" Conduit, Type F for Underdrain Outlet	740	L.F.	\$30.00	\$22,200.00	\$20.00	\$14,800.00	\$26.00	\$19,240.00
71	CMSC	901	8" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	32	L.F.	\$75.00	\$2,400.00	\$95.00	\$3,040.00	\$46.00	\$1,472.00
72	CMSC	901	12" Pipe, with Type 1 Bedding, with Item 911 Compacted Backfill	100	L.F.	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$86.00	\$8,600.00
73	CMSC	901	12" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	2500	L.F.	\$115.00	\$287,500.00	\$125.00	\$312,500.00	\$92.00	\$230,000.00
74	CMSC	901	12" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	1325	L.F.	\$120.00	\$159,000.00	\$135.00	\$178,875.00	\$138.00	\$182,850.00
75	CMSC	901	15" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	135	L.F.	\$120.00	\$16,200.00	\$120.00	\$16,200.00	\$104.00	\$14,040.00
76	CMSC	901	15" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	110	L.F.	\$130.00	\$14,300.00	\$130.00	\$14,300.00	\$154.00	\$16,940.00
77	CMSC	901	18" Pipe, with Type 1 Bedding, with Item 911 Compacted Granular Material	45	L.F.	\$120.00	\$5,400.00	\$125.00	\$5,625.00	\$112.00	\$5,040.00
78	CMSC	901	18" Pipe, with Type 1 Bedding, with Item 912 Compacted Granular Material	1030	L.F.	\$140.00	\$144,200.00	\$135.00	\$139,050.00	\$130.00	\$133,900.00
79	CMSC	901	18" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	40	L.F.	\$145.00	\$5,800.00	\$190.00	\$7,600.00	\$182.00	\$7,280.00
80	CMSC	901	24" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	900	L.F.	\$175.00	\$157,500.00	\$215.00	\$193,500.00	\$170.00	\$153,000.00
81	CMSC	901	48" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	20	L.F.	\$200.00	\$4,000.00	\$500.00	\$10,000.00	\$390.00	\$7,800.00
82	CMSC	901	48" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	75	L.F.	\$300.00	\$22,500.00	\$550.00	\$41,250.00	\$390.00	\$29,250.00
83	CMSC	901	60" Pipe (706.02), with Type 1 Bedding, with Item 911 Compacted Backfill	30	L.F.	\$600.00	\$18,000.00	\$550.00	\$16,500.00	\$620.00	\$18,600.00
84	CMSC	901	60" Pipe (706.02), with Type 1 Bedding, with Item 912 Compacted Granular Material	75	L.F.	\$800.00	\$60,000.00	\$750.00	\$56,250.00	\$620.00	\$46,500.00
85	CMSC	895	Manufactured Water Quality Structure, Type 3	2	Ea.	\$30,000.00	\$60,000.00	\$37,500.00	\$75,000.00	\$44,000.00	\$88,000.00
86	CMSC	915	Cleanout (AA-S161)	2	Ea.	\$400.00	\$800.00	\$700.00	\$1,400.00	\$1,400.00	\$2,800.00
87	CMSC	SPEC	Concrete Collar for Manholes in Pavement	48	Ea.	\$900.00	\$43,200.00	\$1,000.00	\$48,000.00	\$1,200.00	\$57,600.00
88	CMSC	252	Full Depth Pavement Sawing	1000	L.F.	\$2.00	\$2,000.00	\$4.00	\$4,000.00	\$2.00	\$2,000.00
89	CMSC	254	Pavement Planing (T=1.50")	470	S.Y.	\$5.00	\$2,350.00	\$16.75	\$7,872.50	\$16.00	\$7,520.00
90	CMSC	254	Pavement Planing (T=3.25")	100	S.Y.	\$7.00	\$700.00	\$141.00	\$14,100.00	\$80.00	\$8,000.00
91	CMSC	259	Driveway Pavement Replacement, Type 3A (R-3)	89	C.Y.	\$460.00	\$40,940.00	\$465.00	\$41,385.00	\$450.00	\$40,050.00
92	CMSC	259	Driveway Pavement Replacement, Type 3C (R-3)	32	C.Y.	\$350.00	\$11,200.00	\$140.00	\$4,480.00	\$160.00	\$5,120.00

CITY OF REYNOLDSBURG, OHIO
Waggoner Road Improvements, Phase 1

EMH&T JN: 2023-0233

Bids Received: December 15, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction Co. 1221 E. Fifth Ave. Columbus, Ohio 43219		Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223	
						Price	Extension	Price	Extension	Price	Extension
93	CMSC	301	Asphalt Concrete Base (T=6")	3080	C.Y.	\$180.00	\$554,400.00	\$174.00	\$535,920.00	\$195.00	\$600,600.00
94	CMSC	304	Aggregate Base	2580	C.Y.	\$75.00	\$193,500.00	\$90.00	\$232,200.00	\$100.00	\$258,000.00
95	ODOT	407	Non-Tracking Tack Coat (0.055 Gal/SY) (For Full-Depth)	2040	Gal	\$3.50	\$7,140.00	\$3.90	\$7,956.00	\$3.25	\$6,630.00
96	CMSC	407	Non-Tracking Tack Coat (0.085 Gal/SY) (For Resurfacing)	50	Gal	\$3.50	\$175.00	\$3.90	\$195.00	\$3.25	\$162.50
97	CMSC	423	Crack Sealing	313	Lb.	\$12.00	\$3,756.00	\$24.00	\$7,512.00	\$38.00	\$11,894.00
98	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), (For Full-Depth)	910	C.Y.	\$211.00	\$192,010.00	\$204.00	\$185,640.00	\$220.00	\$200,200.00
99	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Full-Depth)	770	C.Y.	\$240.00	\$184,800.00	\$242.00	\$186,340.00	\$250.00	\$192,500.00
100	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), PG70-22M (For Resurfacing)	30	C.Y.	\$240.00	\$7,200.00	\$242.00	\$7,260.00	\$250.00	\$7,500.00
101	CMSC	452	Non-Reinforced Concrete Pavement (T=8") (R-12)(Commercial Driveway	1567	S.Y.	\$134.00	\$209,978.00	\$120.00	\$188,040.00	\$110.00	\$172,370.00
102	CMSC	452	Non-Reinforced Concrete Pavement (T=6") (R-11) (Residential Driveway)	273	S.Y.	\$113.00	\$30,849.00	\$120.00	\$32,760.00	\$138.00	\$37,674.00
103	CMSC	609	Curb, Straight 18" (R-8)	1120	L.F.	\$50.00	\$56,000.00	\$58.00	\$64,960.00	\$57.00	\$63,840.00
104	CMSC	609	Concrete Median (T=9")	20	S.Y.	\$150.00	\$3,000.00	\$220.00	\$4,400.00	\$168.00	\$3,360.00
105	CMSC	609	Combination Curb and Gutter (R-5)	9150	L.F.	\$31.00	\$283,650.00	\$36.00	\$329,400.00	\$32.00	\$292,800.00
106	SS	1530	Asphalt Concrete, Surface Course, Type 1, (448), PG64-22 (For SUP)	220	C.Y.	\$305.00	\$67,100.00	\$242.00	\$53,240.00	\$300.00	\$66,000.00
107		SPEC	Pavement Overlay Fabric (Glassgrid 8502 or Approved Equal)	190	S.Y.	\$15.00	\$2,850.00	\$80.50	\$15,295.00	\$86.00	\$16,340.00
108	CMSC	801	4" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	70	L.F.	\$150.00	\$10,500.00	\$175.00	\$12,250.00	\$300.00	\$21,000.00
109	CMSC	801	6" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	210	L.F.	\$170.00	\$35,700.00	\$180.00	\$37,800.00	\$280.00	\$58,800.00
110	CMSC	801	6" Ductile Iron Pipe and Fittings	180	L.F.	\$180.00	\$32,400.00	\$200.00	\$36,000.00	\$180.00	\$32,400.00
111	CMSC	801	8" C-900 Water Pipe and Fittings with Bedding and Granular Backfill, Per WA-1	300	L.F.	\$180.00	\$54,000.00	\$160.00	\$48,000.00	\$312.00	\$93,600.00
112	CMSC	801	12" Ductile Iron Pipe and Fittings	4450	L.F.	\$200.00	\$890,000.00	\$305.00	\$1,357,250.00	\$214.00	\$952,300.00
113	CMSC	801*	Ductile Iron Fittings, Increase or Decrease	620	Lb.	\$6.00	\$3,720.00	\$7.00	\$4,340.00	\$4.00	\$2,480.00
114	CMSC	801*	Concrete Blocking Class C, Increase or Decrease	10	C.Y.	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$216.00	\$2,160.00
115	CMSC	802	4" Valve and Appurtenances w/ HD Box, Per WA-9	2	Ea.	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$1,230.00	\$2,460.00
116	CMSC	802	6" Valve and Appurtenances w/ HD Box, Per WA-9	22	Ea.	\$2,800.00	\$61,600.00	\$1,650.00	\$36,300.00	\$1,500.00	\$33,000.00
117	CMSC	802	8" Valve and Appurtenances w/ HD Box, Per WA-9	7	Ea.	\$3,000.00	\$21,000.00	\$2,250.00	\$15,750.00	\$2,100.00	\$14,700.00
118	CMSC	802	12" Valve and Appurtenances w/ HD Box, Per WA-9	8	Ea.	\$4,000.00	\$32,000.00	\$4,100.00	\$32,800.00	\$3,900.00	\$31,200.00
119	CMSC	805	3/4" Water Service Line Transfer (WA-4, WA-5)	3	Ea.	\$3,000.00	\$9,000.00	\$4,500.00	\$13,500.00	\$2,900.00	\$8,700.00
120	CMSC	805	1" Water Service Line Transfer (WA-4, WA-5)	5	Ea.	\$3,000.00	\$15,000.00	\$6,000.00	\$30,000.00	\$2,600.00	\$13,000.00
121	CMSC	805	1 1/4" Water Service Line Transfer (WA-4, WA-5)	1	Ea.	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$3,700.00	\$3,700.00
122	CMSC	805	1 1/2" Water Service Line Transfer (WA-4, WA-5)	1	Ea.	\$3,200.00	\$3,200.00	\$6,000.00	\$6,000.00	\$3,700.00	\$3,700.00
123	CMSC	805	2 Water Service Line Transfer (WA-4, WA-5)	4	Ea.	\$3,300.00	\$13,200.00	\$6,000.00	\$24,000.00	\$4,600.00	\$18,400.00
124	CMSC	805	2" Water Tap	1	Ea.	\$5,000.00	\$5,000.00	\$1,750.00	\$1,750.00	\$4,300.00	\$4,300.00
125	CMSC	805*	3/4" Type K Copper Tubing, As Per Plan	200	L.F.	\$125.00	\$25,000.00	\$70.00	\$14,000.00	\$1.00	\$200.00
126	CMSC	807	Valve Boxes Adjusted to Grade	3	Ea.	\$500.00	\$1,500.00	\$250.00	\$750.00	\$660.00	\$1,980.00
127	CMSC	809	Fire Hydrant, Type A (WA-10)	16	Ea.	\$6,500.00	\$104,000.00	\$6,500.00	\$104,000.00	\$6,800.00	\$108,800.00
128	CMSC	809	Fire Hydrant, Type B (WA-12)	1	Ea.	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,800.00	\$6,800.00
129	CMSC	811*	Increase or Decrease in Excavation and Backfill	105	C.Y.	\$85.00	\$8,925.00	\$50.00	\$5,250.00	\$112.00	\$11,760.00
130	CMSC	812	1.5" Air Release Outlet	1	Ea.	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00
131		SPECIAL	Water Pressure Vault Adjusted to Grade	1	Ea.	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$2,200.00	\$2,200.00
132		SPECIAL	Water Meter Pit Adjusted to Grade	1	Ea.	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00
133		SPECIAL	Concrete Collar for Water Valves and Water Services	39	Ea.	\$750.00	\$29,250.00	\$600.00	\$23,400.00	\$1,100.00	\$42,900.00
134		SPECIAL	Survey Coordinates	1	L.S.	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
135	CMSC	604	Manhole Adjusted to Grade, Sanitary	6	Ea.	\$1,000.00	\$6,000.00	\$750.00	\$4,500.00	\$1,200.00	\$7,200.00
136	CMSC	604	Manhole Reconstructed to Grade, Sanitary	1	Ea.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00
137	CMSC	625	No. 6 AWG 5000 Volt Distribution Cable (RRFB)	2340	L.F.	\$3.00	\$7,020.00	\$2.50	\$5,850.00	\$2.60	\$6,084.00
138	CMSC	625	No. 10 AWG 5000 Volt Distribution Cable (School Flasher)	432	L.F.	\$2.50	\$1,080.00	\$2.50	\$1,080.00	\$2.60	\$1,123.20
139	CMSC	625	No. 10 AWG 600 Volt Distribution Cable (RRFB)	840	L.F.	\$2.00	\$1,680.00	\$1.50	\$1,260.00	\$1.60	\$1,344.00

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140	CMSC	625	Power Service, Misc.: Sign Electrical Power System	1	Ea.	\$8,000.00	\$8,000.00	\$9,700.00	\$9,700.00	\$10,000.00	\$10,000.00
141	CMSC	1001	2 1 /2" Conduit, Concrete Encased In Trench (MIS-700), As Per Plan	1320	L.F.	\$38.00	\$50,160.00	\$29.00	\$38,280.00	\$30.00	\$39,600.00
142	CMSC	1001	2" Conduit, Encased in Trench (MIS-700)	4596	L.F.	\$35.00	\$160,860.00	\$25.00	\$114,900.00	\$26.00	\$119,496.00
143	CMSC	1001	2" Conduit, Jacking, Drilling or Pushing (MIS-701)	65	L.F.	\$50.00	\$3,250.00	\$54.00	\$3,510.00	\$58.00	\$3,770.00
144	CMSC	1001	120/240V Pad Mounted Lighting Control Center , As Per Plan	1	Ea.	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00
145	CMSC	1001	Conduit Riser, 2" Diameter, SCH 80 PVC	2	Ea.	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$960.00	\$1,920.00
146	CMSC	1001	Luminaire, Post Top, 60W LED, As Per Plan	37	Ea.	\$2,500.00	\$92,500.00	\$1,000.00	\$37,000.00	\$1,000.00	\$37,000.00
147	CMSC	1001	Light Pole, As Per Plan	27	Ea.	\$2,800.00	\$75,600.00	\$2,250.00	\$60,750.00	\$2,400.00	\$64,800.00
148	CMSC	1001	Light Pole with Banner Arm and Receptacle, As Per Plan	10	Ea.	\$3,000.00	\$30,000.00	\$3,000.00	\$30,000.00	\$3,200.00	\$32,000.00
149	CMSC	1001	Street Light Foundation, 4' (MIS-200)	37	Ea.	\$1,800.00	\$66,600.00	\$1,800.00	\$66,600.00	\$2,000.00	\$74,000.00
150	CMSC	1001	Pull Box, 13"x24"	26	Ea.	\$1,200.00	\$31,200.00	\$825.00	\$21,450.00	\$880.00	\$22,880.00
151	CMSC	1001	Underground Lighting Circuit, 6-Wire (MIS-404), As Per Plan	1420	Ckt. Ft.	\$20.00	\$28,400.00	\$11.50	\$16,330.00	\$12.00	\$17,040.00
152	CMSC	1001	Underground Lighting Circuit, 3-Wire (MIS-404), As Per Plan	3798	Ckt. Ft.	\$15.00	\$56,970.00	\$7.50	\$28,485.00	\$8.00	\$30,384.00
153	CMSC	1001	Pole to be Wired (MIS-501), As Per Plan	38	Ea.	\$1,200.00	\$45,600.00	\$725.00	\$27,550.00	\$780.00	\$29,640.00
154	CMSC	1001	Removal of Existing Light Pole Foundation	1	Ea.	\$500.00	\$500.00	\$360.00	\$360.00	\$390.00	\$390.00
155	CMSC	1001	Street Light Relocation, Standard, As Per Plan (MIS-503)	1	Ea.	\$1,000.00	\$1,000.00	\$2,650.00	\$2,650.00	\$2,800.00	\$2,800.00
156	CMSC	625	Conduit Encased, 2", 725.051	73	L.F.	\$35.00	\$2,555.00	\$30.00	\$2,190.00	\$32.00	\$2,336.00
157	CMSC	625	Trench	73	L.F.	\$15.00	\$1,095.00	\$11.00	\$803.00	\$12.00	\$876.00
158	CMSC	625	Pull Box, 725.06, 12"x18"	1	Ea.	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$750.00	\$750.00
159	CMSC	625	Ground Rod	3	Ea.	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$420.00	\$1,260.00
160	CMSC	625	No. 8 AWG 5000 Volt Distribution Cable (School Flasher)	30	L.F.	\$2.50	\$75.00	\$2.50	\$75.00	\$2.60	\$78.00
161	CMSC	621	Barrier Reflector, Type 2, Bi-Directional	9	Ea.	\$50.00	\$450.00	\$15.00	\$135.00	\$16.00	\$144.00
162	CMSC	630	Ground Mounted Support, Type S, As Per Plan	636	L.F.	\$20.00	\$12,720.00	\$24.25	\$15,423.00	\$26.00	\$16,536.00
163	CMSC	630	Street Name Sign Support, As Per Plan	2	Ea.	\$300.00	\$600.00	\$420.00	\$840.00	\$450.00	\$900.00
164	CMSC	630	Street Name Sign, As Per Plan	2	Ea.	\$300.00	\$600.00	\$245.00	\$490.00	\$260.00	\$520.00
165	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	288	S.F.	\$35.00	\$10,080.00	\$36.50	\$10,512.00	\$40.00	\$11,520.00
166	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	8	Ea.	\$200.00	\$1,600.00	\$265.00	\$2,120.00	\$280.00	\$2,240.00
167	CMSC	630	Removal of Ground Mounted Support and Disposal	31	Ea.	\$30.00	\$930.00	\$15.00	\$465.00	\$16.00	\$496.00
168	CMSC	630	Removal of Ground Mounted Sign and Storage, As Per Plan	40	Ea.	\$30.00	\$1,200.00	\$75.00	\$3,000.00	\$80.00	\$3,200.00
169	CMSC	630	Removal of Ground Mounted Sign and Reerection, As Per Plan	7	Ea.	\$100.00	\$700.00	\$415.00	\$2,905.00	\$450.00	\$3,150.00
170	CMSC	630	Removal of School Flasher Assembly	2	Ea.	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
171	CMSC	630	Removal and Reerection of Private Sign, As Per Plan	5	Ea.	\$12,000.00	\$60,000.00	\$780.00	\$3,900.00	\$820.00	\$4,100.00
172	CMSC	630	Signing, Misc.: Rectangular Rapid Flashing Beacon (RRFB) Sign Assembly	3	Ea.	\$20,000.00	\$60,000.00	\$16,000.00	\$48,000.00	\$17,000.00	\$51,000.00
173	CMSC	630	School Speed Limit Sign Assembly, As Per Plan	2	Ea.	\$1,000.00	\$2,000.00	\$9,000.00	\$18,000.00	\$9,600.00	\$19,200.00
174	CMSC	632	2" Conduit Riser, SCH 80 PVC	1	Ea.	\$900.00	\$900.00	\$850.00	\$850.00	\$910.00	\$910.00
175	CMSC	632	Power Cable, 2 Conductor, 5KV, No. 8 AWG	268	L.F.	\$4.00	\$1,072.00	\$4.00	\$1,072.00	\$4.00	\$1,072.00
176	CMSC	632	School Flasher Power Service, As Per Plan	1	Ea.	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
177	CMSC	644	Edge Line, 4"	0.17	Mile	\$6,000.00	\$1,020.00	\$4,965.00	\$844.05	\$5,300.00	\$901.00
178	CMSC	644	Center Line, 4"	1.68	Mile	\$8,000.00	\$13,440.00	\$5,930.00	\$9,962.40	\$6,300.00	\$10,584.00
179	CMSC	644	Channelizing Line, 8"	412	L.F.	\$5.00	\$2,060.00	\$2.30	\$947.60	\$2.50	\$1,030.00
180	CMSC	644	Stop Line, 24"	90	L.F.	\$10.00	\$900.00	\$9.35	\$841.50	\$10.00	\$900.00
181	CMSC	644	Lane Arrow	46	Ea.	\$200.00	\$9,200.00	\$105.00	\$4,830.00	\$112.00	\$5,152.00
182	CMSC	644	Crosswalk Line, 12"	558	L.F.	\$7.00	\$3,906.00	\$4.00	\$2,232.00	\$4.00	\$2,232.00
183	CMSC	644	School Symbol Marking, 96 Inch	2	Ea.	\$1,000.00	\$2,000.00	\$825.00	\$1,650.00	\$880.00	\$1,760.00
184	CMSC	644	Transverse Line, 24"	151	L.F.	\$10.00	\$1,510.00	\$9.25	\$1,396.75	\$10.00	\$1,510.00
185	CMSC	647	Crosswalk Line, 24"	140	L.F.	\$15.00	\$2,100.00	\$18.30	\$2,562.00	\$20.00	\$2,800.00
186	CMSC	625	Conduit Encased, 2", 725.051	270	L.F.	\$35.00	\$9,450.00	\$40.00	\$10,800.00	\$42.00	\$11,340.00

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187	CMSC	625	Conduit, 2", 725.051	558	L.F.	\$10.00	\$5,580.00	\$10.00	\$5,580.00	\$10.00	\$5,580.00
188	CMSC	625	Conduit, 3", 725.051	28	L.F.	\$15.00	\$420.00	\$12.50	\$350.00	\$14.00	\$392.00
189	CMSC	625	Pull Box, 725.06, 12"x18", As Per Plan	2	Ea.	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
190	CMSC	625	Pull Box, 725.08, 27" (COC STD 4022), As Per Plan	5	Ea.	\$2,200.00	\$11,000.00	\$2,500.00	\$12,500.00	\$2,600.00	\$13,000.00
191	CMSC	625	Trench	426	L.F.	\$15.00	\$6,390.00	\$12.00	\$5,112.00	\$13.00	\$5,538.00
192	CMSC	625	Plastic Caution Tape	426	L.F.	\$1.00	\$426.00	\$2.00	\$852.00	\$2.00	\$852.00
193	CMSC	625	Ground Rod	16	Ea.	\$350.00	\$5,600.00	\$300.00	\$4,800.00	\$320.00	\$5,120.00
194	CMSC	625	Luminaire, Post Top, As Per Plan	1	Ea.	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00
195	CMSC	625	Connection, Fused Pull-Apart, Type II	1	Ea.	\$145.00	\$145.00	\$120.00	\$120.00	\$128.00	\$128.00
196	CMSC	625	Connection, Unfused Pull-Apart, Type III	1	Ea.	\$145.00	\$145.00	\$110.00	\$110.00	\$118.00	\$118.00
197	CMSC	625	No. 8 AWG 600 Volt Distribution Cable (Combination Lighting)	288	L.F.	\$2.50	\$720.00	\$2.00	\$576.00	\$2.00	\$576.00
198	CMSC	625	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	582	L.F.	\$3.50	\$2,037.00	\$4.00	\$2,328.00	\$4.00	\$2,328.00
199	CMSC	625	Pole and Bracket Cable, No. 10 AWG, 600 Volt	40	L.F.	\$2.00	\$80.00	\$2.00	\$80.00	\$2.00	\$80.00
200	CMSC	630	Street Name Sign, As Per Plan	2	Ea.	\$500.00	\$1,000.00	\$845.00	\$1,690.00	\$900.00	\$1,800.00
201	CMSC	630	Signing, Misc.: Reuse of Existing Street Name Signs	4	Ea.	\$200.00	\$800.00	\$525.00	\$2,100.00	\$560.00	\$2,240.00
202	CMSC	632	Reuse of Radar Detector, As Per Plan	2	Ea.	\$200.00	\$400.00	\$2,000.00	\$4,000.00	\$2,100.00	\$4,200.00
203	CMSC	632	Reuse of Vehicular Signal Head, As Per Plan	4	Ea.	\$200.00	\$800.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00
204	CMSC	632	Vehicular Signal Head, LED, 3-Section, 12" Lens, 1-Way, As Per Plan	4	Ea.	\$1,300.00	\$5,200.00	\$1,050.00	\$4,200.00	\$1,100.00	\$4,400.00
205	CMSC	632	Vehicular Signal Head, LED, 5-Section, 12" Lens, 1-way, As Per Plan	3	Ea.	\$2,000.00	\$6,000.00	\$1,700.00	\$5,100.00	\$1,800.00	\$5,400.00
206	CMSC	632	Pedestrian Signal Head, As Per Plan	11	Ea.	\$800.00	\$8,800.00	\$600.00	\$6,600.00	\$640.00	\$7,040.00
207	CMSC	632	Covering of Vehicular Signal Head	7	Ea.	\$50.00	\$350.00	\$35.00	\$245.00	\$38.00	\$266.00
208	CMSC	632	Covering of pedestrian Signal Head	11	Ea.	\$50.00	\$550.00	\$30.00	\$330.00	\$32.00	\$352.00
209	CMSC	632	Covering of Pedestrian Pushbutton	10	Ea.	\$50.00	\$500.00	\$30.00	\$300.00	\$32.00	\$320.00
210	CMSC	632	Pedestrian Pushbutton, As Per Plan	10	Ea.	\$350.00	\$3,500.00	\$275.00	\$2,750.00	\$300.00	\$3,000.00
211	CMSC	632	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	3	Ea.	\$20,000.00	\$60,000.00	\$16,000.00	\$48,000.00	\$17,000.00	\$51,000.00
212	CMSC	632	Signal Support, Type TC-81.22, Design No. 12, As Per Plan	1	Ea.	\$24,000.00	\$24,000.00	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00
213	CMSC	632	Combination Signal Support, Type TC-81.22, Design No. 12, As Per Plan	1	Ea.	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00
214	CMSC	632	Signal Support Foundation, As Per Plan	5	Ea.	\$8,000.00	\$40,000.00	\$7,500.00	\$37,500.00	\$8,000.00	\$40,000.00
215	CMSC	632	Pedestal Foundation, As Per Plan	9	Ea.	\$1,500.00	\$13,500.00	\$2,000.00	\$18,000.00	\$2,100.00	\$18,900.00
216	CMSC	632	Pedestal, 10.7', As Per Plan	9	Ea.	\$2,500.00	\$22,500.00	\$1,600.00	\$14,400.00	\$1,700.00	\$15,300.00
217	CMSC	632	Signal Cable, 7 Conductor, No. 14 AWG	2342	L.F.	\$4.00	\$9,368.00	\$4.00	\$9,368.00	\$4.00	\$9,368.00
218	CMSC	632	Loop Detector Lead-in Cable	1480	L.F.	\$2.50	\$3,700.00	\$2.00	\$2,960.00	\$2.00	\$2,960.00
219	CMSC	632	Conduit Riser, 2" Diameter, SCH 80	2	Ea.	\$900.00	\$1,800.00	\$850.00	\$1,700.00	\$910.00	\$1,820.00
220	CMSC	632	Power Cable, 3 Conductor, No. 6 AWG, As Per Plan	453	L.F.	\$4.50	\$2,038.50	\$9.00	\$4,077.00	\$9.00	\$4,077.00
221	CMSC	632	Power Service, As Per Plan	2	Ea.	\$3,000.00	\$6,000.00	\$2,650.00	\$5,300.00	\$2,800.00	\$5,600.00
222	CMSC	632	Signalization, Misc.: Stop Line Radar Detection Unit	3	Ea.	\$10,000.00	\$30,000.00	\$8,500.00	\$25,500.00	\$9,100.00	\$27,300.00
223	CMSC	633	Removal of Traffic Signal Installation, As Per Plan	1	Ea.	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$6,400.00	\$6,400.00
224	CMSC	633	Controller Unit, Type TS-1 /A2 with Cabinet, Type TS-1, As Per Plan	1	Ea.	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00
225	CMSC	633	Controller Item, Misc.: Cabinet Modification	1	Ea.	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
226	CMSC	633	Cabinet Foundation, As Per Plan	1	Ea.	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00
227	CMSC	633	Controller Work Pad, As Per Plan	1	Ea.	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
228	CMSC	632	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	1	Ea.	\$8,600.00	\$8,600.00	\$6,700.00	\$6,700.00	\$7,200.00	\$7,200.00
229		SPECIAL	Field Paint Signal Equipment	1	Ea.	\$5,000.00	\$5,000.00	\$25,500.00	\$25,500.00	\$28,000.00	\$28,000.00
230	CMSC	607	Stone Column, Per Detail	7	Ea.	\$9,800.00	\$68,600.00	\$14,500.00	\$101,500.00	\$12,000.00	\$84,000.00
231	CMSC	607	Fence, Type CLT, Per Detail	980	L.F.	\$65.00	\$63,700.00	\$172.50	\$169,050.00	\$100.00	\$98,000.00
232	CMSC	661	Deciduous Tree, Somerset Red Maple, 2" Cal., B&B	18	Ea.	\$600.00	\$10,800.00	\$655.00	\$11,790.00	\$720.00	\$12,960.00
233	CMSC	661	Deciduous Tree, Green Mountain Sugar Maple, 2.5" Cal., B&B	5	Ea.	\$650.00	\$3,250.00	\$678.00	\$3,390.00	\$840.00	\$4,200.00

CITY OF REYNOLDSBURG, OHIO
Waggoner Road Improvements, Phase 1

EMH&T JN: 2023-0233

Bids Received: December 15, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction Co. 1221 E. Fifth Ave. Columbus, Ohio 43219		Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223	
						Price	Extension	Price	Extension	Price	Extension
234	CMSC	661	Deciduous Tree, Prairie Pride Hackberry, 2.5" Cal., B&B	18	Ea.	\$650.00	\$11,700.00	\$810.00	\$14,580.00	\$800.00	\$14,400.00
235	CMSC	661	Deciduous Tree, Winter King Hawthorn, 2" Cal, B&B	29	Ea.	\$600.00	\$17,400.00	\$595.00	\$17,255.00	\$680.00	\$19,720.00
236	CMSC	661	Deciduous Tree, Tulip Poplar, 2.5" Cal., B&B	3	Ea.	\$650.00	\$1,950.00	\$665.00	\$1,995.00	\$810.00	\$2,430.00
237	CMSC	661	Deciduous Tree, Snowdrift. Crabapple, 2" Cal., B&B	3	Ea.	\$600.00	\$1,800.00	\$560.00	\$1,680.00	\$660.00	\$1,980.00
238	CMSC	661	Deciduous Tree, Wildfire Tupelo, 2.5" Cal., B&B	10	Ea.	\$650.00	\$6,500.00	\$730.00	\$7,300.00	\$990.00	\$9,900.00
239	CMSC	661	Evergreen Tree, Norway Spruce, 6` Ht., B&B	1	Ea.	\$650.00	\$650.00	\$665.00	\$665.00	\$140.00	\$140.00
240	CMSC	661	Deciduous Tree, Sawtooth Oak, 2.5" Cal., B&B	15	Ea.	\$650.00	\$9,750.00	\$710.00	\$10,650.00	\$780.00	\$11,700.00
241	CMSC	661	Deciduous Tree, White Oak, 2.5" Cal., B&B	5	Ea.	\$650.00	\$3,250.00	\$650.00	\$3,250.00	\$780.00	\$3,900.00
242	CMSC	661	Deciduous Tree, Swamp White Oak, 2.5" Cal., B&B	2	Ea.	\$650.00	\$1,300.00	\$650.00	\$1,300.00	\$800.00	\$1,600.00
243	CMSC	661	Deciduous Tree, Burr Oak, 2.5" Cal., B&B	2	Ea.	\$650.00	\$1,300.00	\$625.00	\$1,250.00	\$780.00	\$1,560.00
244	CMSC	661	Deciduous Tree, Chinkapin Oak, 2.5" Cal., B&B	8	Ea.	\$650.00	\$5,200.00	\$625.00	\$5,000.00	\$800.00	\$6,400.00
245	CMSC	661	Deciduous Tree, Red Oak, 2.5" Cal., B&B	7	Ea.	\$650.00	\$4,550.00	\$650.00	\$4,550.00	\$780.00	\$5,460.00
246	CMSC	661	Deciduous Tree, Black Locust, 2.5" Cal., B&B	3	Ea.	\$650.00	\$1,950.00	\$1,045.00	\$3,135.00	\$830.00	\$2,490.00
247	CMSC	661	Deciduous Tree, Boulevard American Linden, 2.5" cal., B&B	5	Ea.	\$650.00	\$3,250.00	\$640.00	\$3,200.00	\$780.00	\$3,900.00
248	CMSC	661	Deciduous Tree, Princeton American Elm, 2.5" Cal., B&B	8	Ea.	\$650.00	\$5,200.00	\$660.00	\$5,280.00	\$770.00	\$6,160.00
249	CMSC	661	Deciduous Shrub, Green Velvet Boxwood, 24" Ht., Cont.	15	Ea.	\$75.00	\$1,125.00	\$315.00	\$4,725.00	\$150.00	\$2,250.00
250	CMSC	661	Perennial , Sunset Returns Daylily, 12" Ht., Cont.	7	Ea.	\$40.00	\$280.00	\$170.00	\$1,190.00	\$72.00	\$504.00
251	CMSC	661	Perennial , Minuteman Hosta, 12" Ht., Cont.	7	Ea.	\$40.00	\$280.00	\$170.00	\$1,190.00	\$80.00	\$560.00
252	CMSC	661	Deciduous Shrub, Alice Oakleaf Hydrangea, 24" Ht., Cont.	5	Ea.	\$75.00	\$375.00	\$245.00	\$1,225.00	\$118.00	\$590.00
253	CMSC	661	Perennial , Maiden Grass, 24" Ht., Cont.	2	Ea.	\$75.00	\$150.00	\$190.00	\$380.00	\$82.00	\$164.00
254	CMSC	661	Deciduous Shrub, Hicks Anglo-Japanese Yew, 24" Ht., Cont.	80	Ea.	\$75.00	\$6,000.00	\$245.00	\$19,600.00	\$140.00	\$11,200.00
255	CMSC	661	Perennial , Blue Bomb Speedwell, 24" Ht., Cont.	6	Ea.	\$75.00	\$450.00	\$190.00	\$1,140.00	\$82.00	\$492.00
256	CMSC	661	Deciduous Shrub, Arrowwood Viburnum, 24" Ht., Cont.	5	Ea.	\$75.00	\$375.00	\$235.00	\$1,175.00	\$138.00	\$690.00
257	CMSC	661	Deciduous Shrub, Blue Padfic Juniper, 24" Ht., Cont.	67	Ea.	\$75.00	\$5,025.00	\$235.00	\$15,745.00	\$108.00	\$7,236.00
258	CMSC	661	Deciduous Shrub, Double Play Red Spirea, 24" Ht., Cont.	25	Ea.	\$75.00	\$1,875.00	\$235.00	\$5,875.00	\$135.00	\$3,375.00
259		SPECIAL	Sign Panel	1	L.S.	\$1,500.00	\$1,500.00	\$1,220.00	\$1,220.00	\$1,700.00	\$1,700.00
260		SPECIAL	8' Wide Double Leaf Gate	1	L.S.	\$1,800.00	\$1,800.00	\$4,150.00	\$4,150.00	\$4,200.00	\$4,200.00
261		SPECIAL	Landscape Wall, Relocated	48	L.F.	\$600.00	\$28,800.00	\$140.00	\$6,720.00	\$90.00	\$4,320.00
262	CMSC	870	Prefabricated Modular Retaining Wall 1	704	S.F.	\$150.00	\$105,600.00	\$120.00	\$84,480.00	\$68.00	\$47,872.00
263	CMSC	870	Prefabricated Modular Retaining Wall 2	129	S.F.	\$150.00	\$19,350.00	\$205.00	\$26,445.00	\$120.00	\$15,480.00
264	CMSC	870	Prefabricated Modular Retaining Wall 3	416	S.F.	\$150.00	\$62,400.00	\$180.00	\$74,880.00	\$106.00	\$44,096.00
265	CMSC	202	Portions of Structure Removed, As Per Plan	1	L.S.	\$48,000.00	\$48,000.00	\$50,000.00	\$50,000.00	\$38,000.00	\$38,000.00
266	CMSC	503	Cofferdams and Excavation Bracing	1	L.S.	\$145,000.00	\$145,000.00	\$55,000.00	\$55,000.00	\$102,000.00	\$102,000.00
267	CMSC	503	Unclassified Excavation	1	L.S.	\$55,000.00	\$55,000.00	\$31,000.00	\$31,000.00	\$30,000.00	\$30,000.00
268	CMSC	509	Epoxy Coated Reinforcing Steel	52255	Lb.	\$2.00	\$104,510.00	\$1.60	\$83,608.00	\$1.70	\$88,833.50
269	CMSC	510	Dowel Holes with Nonshrink, Nonmetallic Grout	528	Ea.	\$25.00	\$13,200.00	\$23.00	\$12,144.00	\$36.00	\$19,008.00
270	CMSC	511	Class QC2 Concrete, Superstructure, As Per Plan	121	C.Y.	\$1,100.00	\$133,100.00	\$1,180.00	\$142,780.00	\$1,100.00	\$133,100.00
271	CMSC	511	Class QC1 Concrete, Retaining/Wingwall Not Including Footing	68	C.Y.	\$1,000.00	\$68,000.00	\$1,625.00	\$110,500.00	\$1,800.00	\$122,400.00
272	CMSC	511	Class QC1 Concrete, Footing	79	C.Y.	\$500.00	\$39,500.00	\$1,000.00	\$79,000.00	\$920.00	\$72,680.00
273	CMSC	512	Sealing of Concrete Surfaces (Non-Epoxy)	143	S.Y.	\$30.00	\$4,290.00	\$16.50	\$2,359.50	\$18.00	\$2,574.00
274	CMSC	512	Type 2 Waterproofing	308	S.Y.	\$25.00	\$7,700.00	\$26.50	\$8,162.00	\$28.00	\$8,624.00
275	CMSC	516	1" Preformed Expansion Joint Filler	100	S.F.	\$10.00	\$1,000.00	\$13.00	\$1,300.00	\$14.00	\$1,400.00
276	CMSC	518	Porous Backfill with Geotextile Fabric	103	C.Y.	\$120.00	\$12,360.00	\$140.00	\$14,420.00	\$130.00	\$13,390.00
277	CMSC	601	Rock Channel Protection, Type C with Filter	91	C.Y.	\$115.00	\$10,465.00	\$185.00	\$16,835.00	\$170.00	\$15,470.00
278	CMSC	614	Maintaining Traffic, As Per Plan	1	L.S.	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$415,000.00	\$415,000.00
279	CMSC	614	Special-Work Zone Traffic Signal	1	Ea.	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00
280	CMSC	615	Pavement For Maintaining Traffic, Class A	286	S.Y.	\$75.00	\$21,450.00	\$165.00	\$47,190.00	\$88.00	\$25,168.00

CITY OF REYNOLDSBURG, OHIO
Waggoner Road Improvements, Phase 1
EMH&T JN: 2023-0233
Bids Received: December 15, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction Co. 1221 E. Fifth Ave. Columbus, Ohio 43219		Shelly and Sands, Inc. 1515 Harmon Ave Columbus, OH, 43223	
						Price	Extension	Price	Extension	Price	Extension
281	CMSC	615	Roads For Maintaining Traffic, As Per Plan	1	L.S.	\$20,000.00	\$20,000.00	\$26,000.00	\$26,000.00	\$18,000.00	\$18,000.00
282	CMSC	616	Dust Control, As Per Plan	1	L.S.	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00
283	CMSC	619	Field Office, Type C	15	Months	\$3,000.00	\$45,000.00	\$3,000.00	\$45,000.00	\$4,000.00	\$60,000.00
284	CMSC	623	Construction Layout Stakes	1	L.S.	\$40,000.00	\$40,000.00	\$140,000.00	\$140,000.00	\$100,000.00	\$100,000.00
285	CMSC	624	Mobilization	1	L.S.	\$200,000.00	\$200,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
286		SPEC	Electronic Document Processing	1	L.S.	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
*Contingency Items											
BIDDER'S TOTAL FOR BASE BID =						\$9,724,450.50		\$10,554,503.05		\$10,660,548.20	
CORRECTED BIDDER'S TOTAL FOR BASE BID =						NA		NA		NA	
Alternate Bid No. 1											
287	CMSC	606	Guardrail, Type MGS	-400	L.F.	\$27.00	-\$10,800.00	\$23.20	-\$9,280.00	\$23.00	-\$9,200.00
288	CMSC	606	Anchor Assembly, MGS Type E	-4	Ea.	\$2,800.00	-\$11,200.00	\$2,740.00	-\$10,960.00	\$2,740.00	-\$10,960.00
289	CMSC	606	Anchor Assembly, MGS Type T	-2	Ea.	\$1,400.00	-\$2,800.00	\$1,320.00	-\$2,640.00	\$1,320.00	-\$2,640.00
290		SPECIAL	Steel-Backed Timber Guardrail, Type A (FLH SD 617-60)	400	L.F.	\$104.00	\$41,600.00	\$96.40	\$38,560.00	\$100.00	\$40,000.00
291		SPECIAL	Steel-Backed Timber Guardrail Terminal Section. Type SBT-FAT (FLH SD 617-61)	3	Ea.	\$4,800.00	\$14,400.00	\$3,520.00	\$10,560.00	\$3,800.00	\$11,400.00
292		SPECIAL	Steel-Backed Timber Guardrail, TL-2 End Terminal (FLH SD 617-69)	3	Ea.	\$7,000.00	\$21,000.00	\$3,160.00	\$9,480.00	\$3,400.00	\$10,200.00
*Contingency Items											
BIDDER'S TOTAL FOR ALTERNATE BID 1 =						\$52,200.00		\$35,720.00		\$38,800.00	
CORRECTED BIDDER'S TOTAL FOR ALTERNATE BID 1 =						NA		NA		NA	
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder										
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder					BIDDER'S TOTALS =		\$9,776,650.50		\$10,590,223.05	



Engineers, Surveyors, Planners, Scientists

December 7, 2023

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

Subject: Waggoner Road Phase 1 Improvements (Main Street to Priestly Drive)
Proposal for Construction Phase Engineering Services

Dear Mr. Dorman,

EMH&T is pleased to submit this proposal for Construction Phase Engineering Services for the Waggoner Road Phase 1 Improvements, from Main Street to Priestly Drive.

We understand the scope includes over 20,250 square yards of asphalt pavement reconstruction; 10,270 linear feet of concrete curb and gutter; 25,720 square feet of concrete sidewalk; 6,417 linear feet of storm sewer with two new water quality structures; a 20' reinforced concrete culvert spanning French Run; 5,210 linear feet of water main; 37 new street lights, prefabricated modular retaining walls, landscaping to include the Methodist Hill Cemetery improvements, a new traffic signal at Priestly Drive, a traffic signal modification at E. Main St, and other related work.

The engineer's current opinion of probable construction cost is \$10,695,000. The anticipated construction duration is 450 calendar days from the City's issuance of the Notice to Proceed. The project is currently anticipated to commence in February 2024 and be complete in April 2025.

SCOPE OF SERVICES

EMH&T will provide engineering and project representation services for the above referenced improvements to include the following tasks, as facilitated through the EMH&T CSDocs software program:

1. Construction Engineering Services & Contract Administration

- Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, Utilities, Police, Fire, and any other stakeholders, as requested by the City.
 - EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- Prepare shop drawing submittal log, review and track shop drawings and other submittals.
 - Along with the City and Design Engineer, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications, and provide recommendations.
 - EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.

- Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
- Upon request, reviewed submittals and shop drawings will be logged and provided to all interested project parties.
- Conduct periodic Progress Meetings (or as otherwise directed by the City) with the City, Design Engineer, Contractor, Subconsultant, and other project stakeholders. EMH&T will provide the following for the meeting:
 - Meeting agenda, which will include;
 - Recap of current project status, current revised contract amount, project elapsed time and percent complete
 - Updated list of current project management personnel
 - Review project safety concerns
 - Review of previous meeting minutes
 - Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site
 - Analysis of current schedule and work completed to date
 - Discuss potential ongoing project delays
 - Update delivery schedule for long lead items
 - Updated submittal log and discuss outstanding submittals for review
 - Status of all change orders, change requests and requests for information
 - Status of all pay requests
 - Follow-up on outstanding items and issues along with new items and issues to be reviewed
 - Review drawings with updates provided by Contractor
 - Sign-in sheet
 - Meeting summary for the City, Engineer, and attendees
- Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the Owner for review and comment.
 - EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
 - Make recommendation to the Owner for time extension requests from the Contractor.
 - If required, ask the Contractor to submit revised schedules when the proposed work is anticipated to not be performed in accordance with the project requirements.
 - Provide guidance to help minimize delays and regain time lost due to delays.
- Review Requests for Information and Facilitate Change Orders
 - EMH&T will review requests for information and coordinate clarification to the Contractor.
 - Change orders will be reviewed by EMH&T and all parties, as required to determine conformance with contract plans and specifications prior to Owner approval.

- EMH&T will maintain logs of quantities and review pay documentation for the Owner and Contractor.
 - Maintain daily logs of quantities for payment.
 - Review monthly and final pay estimates.
 - Generate change orders and process the change orders for Contractor and Owner.
 - Maintain a record of the work performed to include correspondence and daily project representation reports.
- EMH&T will coordinate with the Owner and Contractor prior to conducting both the pre-final and final project walk-throughs for participation and input of documented deficiencies.
 - EMH&T will prepare punch list for work performed not in accordance with the contract documents.
 - EMH&T will coordinate with the Contractor to address required warranty work.
 - Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings (plan-set projects).
 - EMH&T will prepare and provide record drawings of the completed work.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.
- Project Closeout.

EMH&T will provide:

 - Final Project walkthrough and punchlist.
 - Substantial Completion Affidavit.
 - Record Drawings to the Owner in a digital format (plan set projects).
 - Certificate of Final Acceptance.
 - 1 Year Warranty Review.

2. Resident/Standby Project Representation

- Our Resident Project Representatives, (RPRs) will provide full time observation. Full time observation is defined as approximately 8 hours per day. We will provide on-site project representation during the contract duration, as required, and as coordinated with the Owner to support the Administration and oversight of the improvements.
- EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document the activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- Assist in coordination of material testing, as needed. Material testing completed shall be under a subconsultant contract with a third-party provider.

- The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed in conformance with the contract in a quantity log.
- EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.
- EMH&T's RPR will bring to the attention of the Owner instances:
 - Where the Contractor fails to comply with the terms of the Contract documents.
 - When the Contractor acts in a manner which is not in the best interest of the Owner.
 - When the Contractor's proposed schedule of work is in conflict with the project contract duration.
- The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during the Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner and not negatively impact subsequent work. Final Project walkthrough and 1-year warranty punch list will be conducted as defined above.
- Punch list items will be coordinated with the Contractor and the RPR will observe the work until completed in accordance with Contract documents, or as accepted by the City.
- RPR will observe completed work and provide the Owner a recommendation for acceptance. Copies of the daily observation reports are available for the Owner's review upon request, or periodically as required.

3. Engineering Support During Construction

- The EMH&T Waggoner Road design team will continue to support the project through the construction duration by performing the following tasks:
 - Continuing coordination with the private utility companies as needed during construction.
 - Coordination with the Contractor and construction team on design changes or modifications that occur or are requested during construction.
 - Aid and support on land acquisition as needed during construction.
 - Review and finalize record drawings once the project is complete.

4. Subconsultant: Street Lighting and Traffic Signals Engineering & Inspection Services

- EMH&T will subcontract a third-party provider to provide engineering services during construction and submittal review support for the traffic signal and street lighting components of the project.

5. Subconsultant: Material Testing

- EMH&T will subcontract a third-party provider to provide material testing for this project. This testing may include the following:

- Nuclear density testing of the upper 3 feet of soil and/or granular trench backfill.
- Proofrolling of prepared roadway subgrade soils.
- Nuclear density testing of roadway aggregate base.
- Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- Prepare and test concrete compressive strength cylinders for various placements.
- Copies of the material testing reports will be made available for the City Service Director and Assistant Service Director to review in a manner to be determined by the City.

Clarifications and Exclusions

EMH&T shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, Subcontractors, any of their agents or Subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents.

The Scope of Services does not include the following:

- Safety Compliance/Monitoring outside of EMH&T's safety procedures
- Construction Layout/Staking

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of February 2024 through April 2025.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Construction Engineering Services & Contract Administration	\$177,000.00
Resident/Standby Project Representation	\$450,000.00
Design Support During Construction	\$35,000.00
EMH&T Labor Fee	\$752,000.00
Reimbursable Expenses (printing, mileage, etc.)	\$25,000.00

Subconsultant – Street Lighting and Traffic Signals Engineering & Inspection Services – Allowance	\$4,000.00
Subconsultant – Material Testing Allowance	\$30,000.00
PROJECT TOTAL FEE	\$811,000.00

Should the scope of our services change, the project duration increase, or the construction contract cost increase, additional fees may be necessary to cover the cost of the additional professional services. EMH&T will request these additional fees concurrent with the Contractor's modification/change order (if needed.)

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4556.

Respectfully submitted,



James M. Nolen, PE, CPESC
Director, Construction Services Division
EMH&T

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number



Engineers, Surveyors, Planners, Scientists

MEMO

Date: December 19, 2023
To: William Dorman, Director of Public Service
From: Mitchell Yake, PE
Subject: Waggoner Road Improvements, Phase 1 - Bid Results
Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on bid pricing received from the apparent low bidder, Complete General Construction. For this memo, EMH&T is assuming the City will want to select the alternate bid in the amount of \$35,720.00, which was for substituting steel-backed timber guardrail for the galvanized guardrail (in the base bid). This is a relatively low-cost aesthetic enhancement to the project, which we assume the City would want to perform.

Base Bid with Alternate Bid 1:.....	\$ 10,590,223.05
Recommended Contingency (10%):.....	\$ 1,059,000.00
Construction Management/Inspection (TBD):.....	\$ TBD

Additionally, we have assessed which items of work are eligible for payment under the various City utility funds as follows:

Total cost of Stormwater Fund Items:.....	\$3,330,453.50
Total cost of Water CIP Fund Items:	\$1,848,340.00
Total cost of Sanitary CIP Fund Items:.....	\$6,500.00

I have attached the Bid Tabulation, Award Recommendation Letter, Lowest and Best Evaluation Sheet, and Notice of Award to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing. If you have any other questions, please feel free to contact me at 614-775-4209.

Attachments: Award Recommendation Letter
Bid Tabulation
Lowest and Best Evaluation
Notice of Award

COUNCIL RULES

REYNOLDSBURG CITY COUNCIL

Updated 12/5/2022

COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO

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**COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
REVISED 2018**

ARTICLE I - POWERS

No provision or section of these rules, which conflicts with or restricts those rights provided by the Constitution of the United States, the Constitution of the state of Ohio, the City of Reynoldsburg Charter, or the Revised Code of Ohio, shall have any force or effect.

SECTION 1. *Section 731.05 Revised Code.* Council takes due notice of the statutory limitation of powers set forth in Section 731.05 of the Revised Code of Ohio as follows: the powers of the legislative authority of a city shall be legislative only, unless otherwise provided in Title VII of the Revised Code or the City of Reynoldsburg Charter (CRC). All contracts, requiring the authorization of the legislative authority for their execution, shall be entered into and conducted to performance by the board or officers having charge of the matters to which they relate. After the authority to make such contracts has been given and the necessary appropriation made, the legislative authority shall take no further action thereon.

SECTION 2. *Section 3.08 CRC.* Council shall exercise all legislative powers of the City and all powers granted to municipal corporations by the Constitution and laws of Ohio, which are not reserved by the Charter to other officers of the City, and which are not inconsistent with the Charter.

SECTION 3. Council is the legislative and policy-making body of the City. Except as otherwise provided under the City Charter, Council shall enact local legislation, adopt budgets, determine policies, and other measures in order to carry out municipal functions involving the City.

SECTION 4. Council shall adopt, by a simple majority vote, its own Rules of Council, which shall not conflict with the City Charter, shall remain in effect until amended, changed, or repealed by a majority vote of the Council, shall go into effect immediately unless a later date is specified, and shall not be subject to initiative or referendum.

ARTICLE II - MEETINGS

SECTION 1. *Definitions*

As used in these Rules:

1. "Clerk" means the Clerk of Council.
2. "Assistant Clerk" means the Assistant Clerk of Council.
3. "Day" means calendar day.
4. "Meeting" means any prearranged discussion of the public business of Council by a majority of its members.

5. "Oral Notification" means notification given orally, either in person or by telephone directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone, at the telephone number of such person as shown on the records kept by the Clerk, under these Rules.
6. "Post" means to post in an area accessible to the public during the usual business hours at the Office of the Clerk and at the following location - First Floor, Municipal Building.
7. "Published" means published on the City's website, as defined in Section 4.14 CRC.
8. "Quorum" means a quorum at any meeting of Council shall consist of five (5) members of Council.
9. "Written Notification" means notification in writing, mailed, e-mailed, faxed, or delivered to the address of the person for whom notification is intended, as shown on the records, kept by the Clerk under these Rules or in any way delivered to such person. If mailed, the notification shall be mailed by first class mail, deposited in the U.S. Postal Service mailbox no later than the second day preceding the day of the meeting to which the notification refers providing that at least one regular mail delivery day falls between the day of mailing and day of the meeting.

SECTION 2. *Types of Meetings*

- a. *Regular Meetings.* Council shall meet in regular session on the second and fourth Mondays of each month, unless such day is a nationally recognized holiday, in which case, the regular session may be held on the immediately succeeding Tuesday.
- b. *Special Meetings.* The Mayor, or any three members of Council, may call special meetings with at least a twenty-four (24) hour notice to each Councilmember personally served or left at his or her usual place of residence - i.e. (Sec. 3.07(b) CRC)
- c. *Executive Session Meetings.* Council may call an Executive Session at any time prior to or during a meeting. Executive Sessions shall be closed, private, and confidential; and shall be held in accordance with the Ohio Revised Code 121.22 (g). These meetings are to be noted on the agenda of regular meetings, when possible. A motion that includes the general purpose of the Executive Session, as specified in the Ohio Revised Code 121.22 (g) and passed by a majority is required for Council to recess into Executive Session.

SECTION 3. *Time and Place of Meetings.* All regular meetings of Council shall be held in accordance with Section 3.07 CRC. All Special meetings shall be at a time and place as described in Article II, Section 4, Item B. Meetings of Council will normally be held in the room designated as Council Chambers in the Municipal Building in the City of Reynoldsburg; however, Council may, by affirmative vote of a majority of members, designate any other location necessary for the orderly conduct of Council affairs. Such meeting place must be within the City of Reynoldsburg. Pursuant to Section 3.07(d) of the City of Reynoldsburg Charter, the President of Council may

elect, in her or his discretion, to hold a special or emergency meeting virtually and/or electronically if the meeting is broadcast live in a manner generally accessible to the public.

SECTION 4. *Open Meetings.* All meetings of Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies - i.e., (Sec. 3.07(d) CRC)

A. NOTICE OF REGULAR AND ORGANIZATIONAL MEETINGS

1. The Clerk shall post a statement of the times and places of regular meetings for each calendar year, not later than the second day preceding the day of the first regular meeting (other than organizational meeting). The Clerk shall check at reasonable intervals to ensure that each statement remains posted during such calendar year. If, at any time during the calendar year, the time or place of any regular meeting is changed on a permanent or temporary basis, a statement of the time and place of the changed regular meeting shall be posted by the Clerk at least twenty-four (24) hours before the time of the meeting.
2. The Clerk shall post a statement of the time and place of any organizational meeting at least twenty-four (24) hours before the time of the organizational meeting.
3. Upon the adjournment of any regular or special meeting to another day, the Clerk shall promptly post notice of the time and place of such an adjourned meeting.

B. NOTICE OF SPECIAL MEETINGS

1. Except in the case of a special meeting referred to in subsection C, paragraph 3 of this section, the Clerk shall post a statement of the time, place, and purposes of such meeting no later than twenty-four (24) hours before the time of a special meeting.

C. NOTICE TO MEDIA OF SPECIAL MEETINGS

1. Any news organization or individual that desires to be given advance notification of special meetings shall file with the Clerk a written request. Except in the event of an emergency, requiring immediate official action, as referred to in paragraph 4 of this section, a special meeting shall not be held unless at least twenty-four hours advance notice of the time, place, and purpose of such special meeting is given to the news media, that have requested advance notification.
2. In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four (24) hour advance

notification thereof to the requesting news media. Any of the persons calling such meeting or the Clerk shall immediately give oral notification or written notification, or both, of the time, place, and purpose of the special meeting to the news media that has requested advance notification. The notification of any such special meeting shall state the general nature of the emergency requiring immediate official action.

D. GENERAL

1. Any person may visit or telephone the Office of the Clerk during regular office hours to determine, based on information available at the time, the time and place of regular meetings, the time, place, and purpose of any then known special meetings, and whether the available agenda of any future meeting states that any specific type of public business is to be discussed at such meeting.
2. Any notification provided herein to be given by the Clerk, may be given by any person acting on behalf of the Clerk.
3. A reasonable attempt at notification shall constitute compliance with these Rules.
4. To better insure compliance with these Rules, it shall be the responsibility of the President of Council and Committee Chairpersons to advise the Clerk in a timely manner of future meetings and the subject matters to be discussed.

ARTICLE III - OFFICERS

SECTION 1. *President of Council*

- A. The President of Council shall be elected from the City at large to a four year term of office. (Sec. 3.04 (a) CRC)
- B. The President of Council shall be the presiding officer of Council and may vote on any matter before the Council. The President of Council shall have such other powers, duties, and functions as provided by Charter, Ordinance, Resolution, or Rules of Council. While serving as Acting Mayor, Council President shall not retain power to vote on matters before Council, but shall have the power to veto ordinances and resolutions as provided in this Charter for the Mayor.(Sec. 3.04 (b) CRC)

SECTION 2. *President Pro Tempore*

- A. Council shall appoint, as a part of its organizational process and by a majority vote of its members, a member of Council to serve as the President Pro Tempore of Council and to serve at the pleasure of Council. (Sec. 3.05 (a) CRC)
- B. The President Pro Tempore shall serve as the presiding officer of Council during the temporary absence or disability of the President of Council, but while so serving, shall retain the power to vote on all matters before Council. (Sec. 3.05 (b) CRC)

- C. In the absence of both the President of Council and the President Pro Tempore of Council, an acting presiding officer shall serve as follows: Chairman of the Finance and Administration Committee, Chairman of the Public Service and Transportation Committee, Chairman of the Public Safety, Law and Courts Committee, Chairman of the Development, Parks and Recreation Committee.

SECTION 3. *Clerk of Council.*

Council shall appoint, by a majority vote of its members, a person to serve as the Clerk of Council, to serve at the pleasure of Council. (Sec. 3.06 CRC)

The Clerk of Council shall:

- A. Attend Council meetings - regular and special.
- B. Prepare a Record of Proceedings of all Council meetings, which shall be termed the minutes or journal, and be the custodian of such records. Meetings of City Council shall be recorded and recordings made of meetings shall be retained in accordance with the City's Record Retention Schedule.
- C. Prepare an agenda for each regular meeting of Council and Committees.
- D. Furnish all transcripts, orders, and certificates, which may be properly required, and shall be entitled to charge for all attested certificates and transcripts, the same fees that are allowed by law to county officers for similar services provided the same shall be furnished free of charge, when ordered by Council, or required by any Councilmember or City Official, in the execution of official duties.
- E. Assign numbers to all ordinances and resolutions, when such legislation is proposed. Number assignments will be referenced in the official minutes of Council proceedings.
- F. Maintain a permanent record of all ordinances or resolutions, by appropriate notation, show passage or rejection, subsequent repeal, and amendment thereof.
- G. Perform all clerical duties incidental to the office.
- H. Be available during the hours specified by Council.
- I. Perform such other duties as directed by Council.

SECTION 4. *Assistant Clerk of Council.*

An Assistant Clerk of Council shall be appointed by a majority vote of Council and shall serve at the pleasure of Council. The Assistant Clerk of Council shall assume the duties and responsibilities of the Clerk of Council in their absence or at their request.

ARTICLE IV - COMMITTEES

SECTION 1. *Standing Committees.* Council shall have the following standing committees with the responsibilities as shown:

- A. FINANCE AND ADMINISTRATION COMMITTEE
City Auditor: taxation; bond and note sales, banking, financial services, ~~Comprehensive~~-Annual ~~Comprehensive~~ Financial Report (~~CAFRACFR~~), appointments to Income Tax Board of Review

Clerk of Council: Records Commission
Department of Computer Systems: city-wide technology services
Civil Service Commission, Department of Human Resources: general employment policies, personnel policies, insurance
Mayor's Office: Miscellaneous city-wide, general policies, code amendments, budget
Other: Appointment of elected officials, appointments to other non-designated Boards/Commissions

B. PUBLIC SAFETY, LAW AND COURTS COMMITTEE

Department of Public Safety: Director's Office, fire district agreements/appointments.
Division of Police: Collective bargaining agreements, salary ordinances for safety personnel, facilities/equipment purchases and improvements
City Attorney's Office
Mayor's Court

C. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE

Department of Public Service: Director's Office, City Engineer and Divisions of Street, Water/Wastewater, and Maintenance. Water/Sewer rates/agreements, refuse collection service contracts, intergovernmental agreements for infrastructure improvements, ODOT, MORPC, etc.
Building Division: code compliance programs and abatement assessments
Planning and Zoning Division: planning and zoning code, zoning district changes, Planning Commission and Board of Zoning and Building Appeals appointments

D. DEVELOPMENT, PARKS AND RECREATION COMMITTEE

Development Department: Director's Office, economic development agreements (EDAs); Tax Incentive Review Council (TIRC); CRAs (including residential CRAs); intergovernmental cooperative development agreements, matters pertaining to industrial/commercial/residential development
Parks and Recreation Department: Director's Office, Division of Parks Maintenance, Parks & Recreation Department appointments, recreation programs, Senior Center, community festivals, Livingston House, convention and visitor's Bureau, Reynoldsburg-Truro Historical Society, matters pertaining to general civic improvement, beautification, and other special civic assignments

Requests for new employee(s) shall be considered by the committee responsible for the department requesting the new employee(s). Salary amount(s) should be included on the legislative file for consideration by this committee, prior to referring the topic to the Finance Committee for funding.

SECTION 2. *Special Committees*

A. Special Ad Hoc Committees. The President of Council may, from time to time, appoint special committees for limited purposes, subject to the approval of a majority of Council. The statement of purpose for all special Ad Hoc committees shall contain a section setting forth the length of time required to complete their special purpose.

B. Special Representative. The President of Council may, from time to time, appoint a representative from Council to assess such areas as (but not limited to) constituent services, technological capabilities, and budgetary matters. The purpose of this assessment is to facilitate better communication between the constituents and Council. The representative will report to the President of Council within the time period set by the President for further action by Council, if necessary.

SECTION 3. *Composition of Committees.* Standing and special committees shall consist of not less than three (3) members of Council, recommended by the President of Council and approved by a majority vote of Council at its organizational meeting. Such approved committee membership shall be in effect until such time as Council committees reorganize, except that any member who resigns or for any reason cannot serve, must be replaced by a majority vote of Council. The Finance and Administration Committee shall be staffed with a member of each of the following committees - Chairpersons of the Development, Parks and Recreation Committee, Public Service and Transportation Committee, and Public Safety, Law and Courts Committee, to promote continuity of purpose and aims between the four standing committees. Each committee shall select their own chairperson. The President of Council shall be an ex-officio member of all committees and shall vote on any action only in case of a tie vote.

SECTION 4. *Duties of Committee Chairperson*

- A. The Chairperson, as selected in Article IV, Section 3, shall preside over all committee meetings.
- B. The Chair shall:
 - 1. Appoint a vice-chair to serve in the chair's absence.
 - 2. With the assistance of the Clerk, prepare agendas, meeting minutes and provide supporting materials that are germane to the discussion of items on the agenda, not less than two days before the next scheduled meeting.
 - 3. Be the sponsor of new legislation unless the Chair designates another member of the Committee to sponsor the new legislation.
 - 4. Be responsible that legislation will not be sent from committee to Council, except by a majority vote of the committee. Legislation will either be forwarded to the Consent Agenda or Regular Agenda.
 - 5. With the assistance of the Clerk, be responsible for maintaining an up-to-date status of all legislation directed to the committee or redirected to the committee by Council, as needed, until such time as legislation has received final approval or disapproval by Council, or is declared null and void by the authority of Article VII, Section 8A.
 - 6. When directed by the President of Council to conduct a study or survey, assure that the subject matter is continued on the agenda as an active discussion item, until such time as the committee report or resultant proposed legislation has been presented to Council.
 - 7. If desired, appoint as many citizen advisory members as may be necessary; however, no citizen advisory members shall vote on the recommendations of the committee, but may concur in either the majority or minority reports.

SECTION 5. *Committee Agendas.* Items to be considered by committees or approved requests, including supporting documentation, shall be received by the Clerk no later than 5:00 p.m. seven (7) days prior to the Committee meeting. Unless of an emergency nature, no material will be received by Council on the meeting night. All officers of the municipality and members of the public are urged to cooperate with the Clerk in making the agenda complete and accurate. The person requesting the item, or a designee, shall attend the committee meeting to discuss the item.

SECTION 6. *Committee Meetings.* Meetings of all committees of Council shall be public meetings, and whenever possible, shall be held in public buildings within the City of Reynoldsburg; however, each committee, by a majority of its voting members, may elect to hold meetings wherever it deems necessary to properly further its assigned purpose. All committee meetings will be convened by the Chair of such committee, or by two (2) voting members, giving notice of the date, time, and place to all members of the committee and the Clerk. The Clerk shall notify all members of Council of all committee meetings. Any member of Council shall have the right to sit with any committee, present information, take part in any discussion, and question witnesses; however, members of Council shall have a vote only when regularly assigned to such committee.

SECTION 7. *Committee of the Whole.* Council committees may meet as a Committee of the Whole to consider the agenda of any Committee, if a quorum of an individual committee is not present at the meeting, provided that four members of Council are present. Succession to chair a Committee of the Whole meeting shall be: Committee Chairperson, Vice-Chairperson, senior member of Committee, or senior member of Council. When meeting as a Committee of the Whole, each member present shall retain the right to vote.

SECTION 8. *Mandatory Referral.* All ordinances and resolutions shall be referred to an appropriate committee for review and recommendation for adoption or denial prior to final action being taken by Council. This provision may be suspended by an affirmative vote of a three-fourths majority of Council (CRC 4.04). Legislation awarding contracts are exempt from Mandatory Referral. (See CRC 8.04 (b)) EXCEPTION: When circumstances are warranted, legislation can be amended with emergency language and considered for adoption without suspension of the provision provided appropriate committee members are present and the topic has been discussed at least once in committee.

ARTICLE V - COUNCIL AGENDA

SECTION 1. *Content.* Before adoption of an ordinance or resolution, the committee chairperson or Clerk of Council may request the City Attorney review an ordinance to determine if it is a valid exercise of legislative authority.

SECTION 2. *Preparation.* The agenda for all meetings of Council shall be prepared by the Clerk, under the guidance of the President of Council, with the assistance of the President Pro Tempore of Council. No item requiring action may be placed on the agenda later than seven (7) days before a regular meeting and less than twenty-four (24) hours prior to the time of a special

meeting, unless as considered in Section 4 of this Article. Unless the subject is of an emergency nature, no material will be received by Council on the meeting night.

SECTION 3. *Delivery.* It shall be the responsibility of the President of Council to make sure that the agenda is delivered to the members of Council on the Friday before a regular meeting, and not less than twenty-four (24) hours prior to the time of a special meeting.

SECTION 4. *Changes.* Any change to the published agenda shall not be made, other than by a majority vote of Council, on a motion to amend, which shall not be debatable, except for a brief statement of necessity, by the maker of the motion. Such motion shall require no second.

All matters listed under Item 10, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of items listed on the Consent Agenda. However, if discussion is desired on a particular item(s), that item will be removed from the Consent Agenda and will be considered separately.

The Clerk of Council shall read aloud the items considered as part of the Consent Agenda before there is a motion for approval.

A typical motion for approval: "I move that the Consent Agenda items 'a' through 'e' be approved as indicated," followed by a roll call vote, **or** a typical motion to remove an item might be, "I move that we approve the Consent Agenda items 'a' through 'e' with the exception of item 'c'," followed by a roll call vote.

SECTION 5. *Order of Business.* The agenda should reflect the following order of business:

- Roll Call
- Approval of Agenda
- Approval of Minutes
- Community Comments/Presentations
- Communications
- Proclamations
- Motions
- Reports
 - City Officials
 - Standing Committees
 - Special Committees
- Resolutions
- Consent Agenda
- Procedural readings:
 - First readings
 - Second readings
- Legislative Action:
 - Third readings

Other Council Matters
Adjournment

It should be noted, that this section is directory in nature and not mandatory, and is subject to the discretion of the presiding officer.

ARTICLE VI - RULES OF ORDER

SECTION 1. Rules of Order. All deliberations of Council shall be governed by the Constitution of the United States, the Constitution of the state of Ohio, the Revised Code of Ohio, the City of Reynoldsburg Charter, duly enacted ordinances and resolutions of the City of Reynoldsburg, Ohio, the Rules of Council of the City of Reynoldsburg, Ohio as contained herein, and in those areas of parliamentary procedure not specifically set forth in the foregoing documents, Roberts Rules of Order, Newly Revised.

ARTICLE VII – LEGISLATION

SECTION 1. Definitions.

- Ordinance: Refers to the type of action by Council, which is of a general or permanent nature, creates a right, grants a franchise, or involves the expenditure of money, the levying of a tax, or authorizes the purchase, lease, sale, or transfer of property.
- Resolution: Refers to a declaration of intent or purpose, the authorization of some temporary act or administrative procedure and the approval of any contract involving the expenditure of money that has already been appropriated by ordinance. A resolution may initiate, direct, or carry out administrative duties and functions, which are granted to the legislative body under statutory laws, the City of Reynoldsburg Charter, or municipal ordinance.
- Motion: Refers to an action used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by Council, resolutions of expression by Council, decisions not requiring ordinance or resolution, and as otherwise provided in the CRC.
- Majority: Five (5) members of Council shall constitute a majority for the normal transaction of business.
- 2/3 Majority: A two-thirds (2/3) majority shall mean six (6) members of Council.
- 3/4 Majority: A three-fourths (3/4) majority shall mean six (6) members of Council.

SECTION 2. Form of Action of Council. Except as otherwise provided in the Charter, action of Council shall be by ordinance, resolution, or motion. Motions shall be used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by Council, and as otherwise provided in the Charter. All other action shall be

taken by ordinance or resolution. No action of Council shall be invalidated merely because the form thereof fails to comply with the provisions of this Section - i.e. (Sec. 4.02 CRC).

SECTION 3. *Introduction of Legislation.* Any member of Council may introduce any ordinance or resolution, at a regular or special meeting, which shall be in written or printed form, and shall contain a concise title - i.e. (Sec. 4.02 CRC).

SECTION 4. *Form of Ordinances and Resolutions.*

- A. The form and style of ordinances and resolutions shall be determined by the Rules of Council.
- B. Each ordinance or resolution shall contain only one subject, which shall be expressed in its title, providing that appropriation ordinances may contain the various subjects, accounts, and amounts for which monies are appropriated, Ordinances and resolutions, which are codified or re-codified, are not subject to the limitation of containing one subject - i.e. (Sec. 4.02 CRC).

SECTION 5. *Reading Ordinances and Resolutions.*

- A. Each ordinance shall be read on three different days, occurring with at least one week between reading, unless Council suspends this rule concerning readings by a vote of at least three-fourths of the members of Council, provided that ordinances passed as emergency measures need not conform to this subsection, but shall be read at one meeting of Council.
- B. Each resolution shall be read at a single Council meeting and be passed by a majority vote of its members.
- C. Ordinances and resolutions shall be read by title only, unless Council determines that a reading shall be in full as directed by a majority vote of its members (Sec. 4.04 CRC).
- D. *Suspension.* Any provision of this Article, except as noted in Section 4, may be suspended by an affirmative vote of a three-fourths majority of Council (CRC 4.04).

SECTION 6. *Vote Required for Passage.* The vote to pass each ordinance, resolution, and motion shall be taken by “ayes” and “nays,” and entered into the Journal. No vote shall be passed without concurrence of a majority of the members of Council. Each ordinance or resolution vetoed by the Mayor, which is subsequently overridden by the approval of Council, shall require the affirmative vote of at least two-thirds of the members of Council for enactment.

SECTION 7. *Emergency Legislation.* Each emergency ordinance shall determine that the ordinance is necessary for the immediate preservation of the public peace, health, or safety or that its passage is urgently required for the financial needs of the City’s government and shall contain a statement of the necessity or urgency requiring its passage as an emergency measure (Sec. 4.07 CRC).

If an emergency ordinance fails to receive the required two-thirds affirmative vote, but receives the necessary majority for passage as non-emergency legislation, it shall become effective as non-emergency legislation.

SECTION 8. *Pending Legislation.*

- A. All ordinances, resolutions, and motions that have been postponed in excess of six (6) months shall be considered null and void. Any further action on the subjects covered shall be reintroduced as new legislation.

SECTION 9. *Amending Legislation.* Amendments to proposed legislation shall be made at a Council meeting or appropriate Committee meeting.

SECTION 10. *Reconsidering.* An action of Council can be reconsidered by the implementation of a Vote to Reconsider. Such a motion shall be made by a member of the prevailing side and done at (1) the same meeting or (2) the next meeting of Council following the meeting, at which the action to be reconsidered, occurred. A member of the prevailing side is defined as a member who voted for an action that passed or against an action that was defeated.

SECTION 11. *Publication.* A summary of every ordinance or resolution shall be published on the City's website within fourteen days after its final passage and no other publication shall be required.

ARTICLE VIII - RULES OF DISCUSSION

SECTION 1. *Policy.* Council will provide an opportunity for the public to address Council on agenda and non-agenda items. However, in order to expedite business, the rules of discussion contained in this Article are set forth as the official policy of Council. Speaker slips shall be filled out completely including name, address, organization represented, if any, the agenda item to be addressed, the subject, if the person wishes to address a non-agenda item, and shall be filed with the Clerk of Council prior to the start of the meeting.

SECTION 2. *Duty of Presiding Officer.* The Presiding Officer shall recognize Councilmembers and other persons, who wish to address Council, prior to such member or person taking the floor. All persons, not personally known by Council, shall furnish their name, address, and the reason for their appearance upon request of the Presiding Officer prior to being recognized.

The Presiding Officer may utilize the following rules when exercising control of the discussion on any ordinance, resolution, motion, or when a member of the public wishes to address Council:

- A. All Councilmembers shall speak only from their place at Council table, while all other persons addressing Council shall do so from a place so designated;
- B. No public person shall be permitted to speak longer than three minutes at any one time or no longer than a total of five minutes;
- C. No public person shall be permitted to speak more than two times;

- D. No public person shall be permitted to speak a second time until all persons have been given the opportunity to be heard at least once;
- E. If the subject does not concern the legislative responsibilities of Council, the Presiding Officer may refer the person to the proper administrative officer, another public forum, or deny the request to speak;
- F. No member or person shall use language or subject matter containing obscenity or partisan political propaganda;
- G. No member or person shall conduct themselves in a disorderly manner or engage in disruptive behavior;
- H. All members and persons addressing Council shall be subject to the duty of the Presiding Officer to preserve the order and decorum of a public meeting;
- I. The Presiding Officer, subject to a challenge by a majority of Council, may refuse the floor to any member or person where the tactics are obviously dilatory and not in the best interest of Council;
- K. The above rules may be suspended to permit unlimited debate, by a vote of three-fourths majority of Council.

ARTICLE IX - VOTING

SECTION 1. *Voting.* Except as otherwise provided in these rules, the Ohio Revised Code, or the CRC, all resolutions and ordinances will be voted upon in open council and shall be oral roll call votes. The roll call voting shall be different from successive meetings as called by the Clerk. The Clerk shall call the roll and each Councilmember shall respond with either an affirmative or dissenting response or by abstaining. No other comment will be considered proper during voting. The Clerk must record the vote and the same shall be preserved in the minutes of the meeting. After the vote is complete, the Presiding Officer shall announce the results thereof. Except as otherwise provided herein or by law (U.S.C., O.R.C., C.R.C.), a majority shall carry any resolution, ordinance, or motion. No question concerning the vote of any member will be proper, after the vote is called.

SECTION 2. *Abstaining Vote.* No member shall be questioned concerning an abstaining vote. The decision to abstain is a personal matter to each member and under no condition may this action be challenged. Each member is urged to use careful discretion in this matter. An abstaining vote shall not be counted as either an affirmative or dissenting vote, but shall be considered neutral.

If a member anticipates abstaining due to a conflict of interest, they are encouraged to refrain from participating in the discussion and announcing the conflict prior to the beginning of the discussion or at such time as the conflict becomes apparent to the Councilmember.

ARTICLE X - EXPENDITURE OF COUNCIL FUNDS

SECTION 1. *Prior Approval of Expenditures.* Prior approval must be obtained before any member of Council, including the President of Council and the Clerk of Council, may attend a conference or seminar. Upon completion of the conference or seminar, every member of Council, including the President of Council and the Clerk of Council attending a conference or seminar, shall provide an agenda or other printed material relevant to the subject matter covered to the Clerk

for filing with the “Prior Approval” form. Prior approval is defined as the approval by two of the four standing committee chairpersons and the acknowledgement of the President of Council, or the President Pro Tempore of Council in the absence of the President. Prior Approval forms may be obtained from the Clerk.