



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Council President Leanora Jenkins called the meeting to order at 6:31 PM

Invocation - Bishop Hezekiah Martin, Southfield Community Missionary Baptist Church

Bishop Martin was unable to attend the meeting. Councilmember Baker gave the invocation.

PRESENT: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe, Jenkins
ABSENT:

Approval of Agenda

Section 9b was added to the Motions portion of the agenda.

The agenda stands approved as corrected.

Approval of Minutes

a. City Council – Regular Meeting – September 13, 2021

The minutes are approved as submitted.

RESULT:	ACCEPTED
----------------	-----------------

Community Comments

Tia Johnson

7311 Foxfield Drive

I am here to talk with you about a recent event. I get a call from my ten year old daughter, telling me that the police were there, I asked why and she does not know. I call my oldest daughter and she does not answer. A few minutes later I get a call from an unrecognized number and it's the officer. He lets me know that the police have been called because my business trucks have been parked in the street for more than 3 hours. What? I started a business last year in the middle of a pandemic because it was necessary for me to pivot with my current role. I was frustrated that the police were called for such an infraction and that my neighbor, who had only said "cool idea, how do I sign up". They didn't knock on my door or leave a friendly note. I have traveled to Cleveland, Bucyrus with this



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

equipment and have gotten nothing but friendly reviews. Oh my gosh, tell me about your business, how did you get started. Yet in my own backyard, the police are called. So I am asking Council, is it really necessary to use public resources like that. Is there something we can review, so that there wouldn't be such a frantic response from a single parent who raises three kids, luckily my 18 year daughter was there and able to compose and handle herself. That is my ask and concern and thank you for your time.

Councilmember Baker

What is your business?

Ms. Johnson

I am glad you asked. After your trash is collected we come and sanitize your trash container. We also offer commercial service for dumpster cleaning. We offer a curbside solution for the flies, maggots and odors from a trash can.

Councilmember Strickland

Thank you for coming this evening. How big are your trucks?

Ms. Johnson

I don't know the exact size but they do both fit in my driveway. First of all the officer was super nice, he said it was an awesome idea and just asked that I park the trucks in the driveway and said it will solve the issue. It was a pleasant experience when all said and done. The range of emotions you feel when you get a call like that and to find out it was all for something so minor. That was ridiculous, send me a post card, write a note, don't send the police to my house, you never know what could happen.

Norman Brusk

1861 Crosswood Court

The reason I am up here is these masks, I don't see the City doing anything about it. Not being active, not being proactive. I am very passionate about this. I do believe personally that it is at least discussed and a decision is made on it. It shouldn't be political, I don't want it to be because we are worried people are going to be mad at us for doing it, that is what the council is for and I count on that. So please give it a thought, discussion, let's be proactive and slow this pandemic down a bit.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

**Linda Young (email comment)
7675 Godfrey Circle**

My name is Linda Young and I am a Reynoldsburg resident living near the intersection of Palmer and Graham Road. First I would like to speak to the intersection of Palmer and Graham in regards to the five way discussion. To make a left turn, south, on the gram from Palmer the light at the five way must be read, coming north, so that there is a break in the traffic pattern. If there is no stoppage such as a continuous turn from the five way, coming north on Graham there will be no break in traffic for those on Palmer turning south. This will definitely cause a safety issue. As of today, with the main street project underway, you are at the mercy of a kind driver going southbound to let you out at the traffic from 3:30 until 6:30 is backed up past the Methodist Church. Again, you still need to find a break in traffic coming northbound to make this left. As to the five way, I, like most residents, are frustrated with the traffic flow there. I travel through that intersection multiple times per day. I am retired and can travel anytime I wish. If I can make this clear, I see this issue almost every day. A driver is coming north on 256 and desires to make a left turn onto Livingston. They pull out where they can't see the light, it changes and they freeze. Those of us coming south on Graham and angling left onto 256 stop, wait for the cars pulled out way too far to go either ahead and make a turn, try to back up, or just sit there and make two lanes of Graham Road traffic merge to get around the vehicle. Last week they set a record with four cars in the intersection. Lots of cars honking. The other issue is cars in the wrong lane northbound on 256. More car honking as they jump into another lane. I've been traveling this road for so long that I am always hanging back to see what happens in front of me. You are having this discussion because you already know these issues. I wish I had an answer, but I am afraid if cars can't decide which lane they should be in now, an extremely busy five way lane will not illuminate the safety hazards we have now. I've been a proponent for some time now for widening the little bridge on Graham after seeing mothers pushing strollers across it. I understand this has already been addressed. Thank you! With that said I am hopeful you will keep the gram and Palmer intersection in mind with making your decisions. Thank you.

Mayor Begeny

I'm going to introduce some guests to come up here, As you can see by what I think is an incredibly appropriate shirt, you can show Council, Not only are we Buckeye fans we are very much against the idea of cancer.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

WHEREAS, childhood cancer is the leading cause of death by disease in children. 1 in 285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 46 children per day or 16,790 children are diagnosed with cancer annually in the United States; and

WHEREAS, there are approximately 40,000 children on active treatment at any given time; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis; and

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

WHEREAS, hundreds of non-profit organizations at the local and national level including the Friends of Faith Pruden Foundation are helping children with cancer and their families cope through educational, emotional and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio proclaim September 2021, as:

CHILDHOOD CANCER AWARENESS MONTH

In the City of Reynoldsburg and I call this observance to the attention of all our citizens.

Mr. Tibbs

We are the Tibbs family, Douglas, my wife Shannon and our son Shawn.

Mayor Begeny

In addition to that I did want to pass along word, some of us may know, someone in our community recently passed again of cancer. Supreme grand master Choi, A 10th^o black belt in taekwondo. A first generation student of the founder of taekwondo. He passed



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

away on September 20 of 2021 at 75 years old, again from cancer. Supreme grand master Choi was a Korean refugee who came to America in 1971 with \$25 to his name and a limited grasp of the English language. He moved to the Columbus area in 73 and opened his world headquarters in Reynoldsburg in 1986, where it continued operations for the next 30 years. Over the last 50 years he is trained Over 1000 black belt students, dozens of international and national champions And Olympians. He was the 1988 women's Olympic coach. He served on several governor and presidential committees and dozens of humanitarian efforts. Giving generously to charities and offering scholarships to his students. I wanted to share that because of his connection to Reynoldsburg and choosing this community as his home in the Brice Road Corridor. He will be deeply missed by this community. He help my son through some medical issues along with a Number of other community members. Having said that I have some other things I would like to update you on. For those of you that were not able to attend the Town hall, we have gotten some news and information, at your desk you should have the Packet that was received by those who attended the flooding Town hall as well as some floodplain maps to the area in question. We had FEMA, The national flood insurance board in the Franklin County management and homeland security presentation there. What it really comes down to is not only what is going to happen there here soon but in the next few years, given the challenges in that flood zone area any potential of excessive rain. Roundelay Work has already begun as far as storm sewer work in that area. It was shifted from another location after last year's flood. Earlier this morning we had a conversation with the engineers at EMH&T to be in the work of a comprehensive study of Reynoldsburg portion of the Blacklick watershed. And the neighborhoods it impacts, specifically Briarcliff. We have talked about a number of different things including engaging in conversation with Untied States Geological survey to install a detection system. It's exactly what it sounds like. He would have something placed in the Blacklick water shed so when the water gets to a certain level I will coordinate with the national weather service to alert the residents in the area that they are detecting potential flash flooding. While it may not prevent the flooding, it could allow residents to make any changes, moving cars, putting a floor plug in. Things like that to minimize any potential water damage in that area. We have also engaged in conversation, that you will see a little bit later tonight with emergency management and flood mitigation to find solutions



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

including the potential for residents to sell at market price to the city with the help of FEMA for demolition to eliminate the flooding overall. That was the recommendation of the individuals that were here and are experts in their field. It is not a short process or one that anyone wants to take lightly. However a number of residents did express interest at the meeting and more specifically in the days that followed. There are other options that I did want to come up with but are not going to be available at this time. One of the more common options was the dredging of Blacklick Creek. Dredging itself was not considered a viable option by any of the organizations that were represented, however continuing to open up the stream way and removing debris in that area, we are taking steps on our side and doing that. The other one was not as feasible of a process and that was the whitening a Blacklick Creek. There are other issues dealing with the potential development in and around, specifically north of the city of Reynoldsburg. That is outside of our jurisdiction and there have been conversations with the city of Columbus but it is a very large watershed. It would be an astronomical financial consideration for all of the cities involved. Is there any questions I am happy to answer them, I will continue to keep council and the residence up-to-date as we receive more information and what the processes for a comprehensive plan And establish some legitimate options to minimize and if we can correct the issue.

Councilmember Strickland

Is this the most up-to-date map that you were showing in the packets?

Mayor Begeny

Correct. FEMA released the map from I believe 2012 was the most recent. Again, we know it takes a long time. Those are the most recent, I don't believe for the specific area will be available for a decade more. However, Individuals can contract and look at individual engineering if they want to be added to or in some cases removed from the floodway. The majority of the house is listed on the eastern side of White Butterfly, Promise Court and Peggy's Cove are all listed in the floodway. If you could imagine that area as open land, none of those houses would've been allowed to be built as it is now with the standards that we use. So that is one of the reasons that FEMA is Recommending going with more of a flood mitigation because there is not going to be an



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

option to prevent future flooding. The best they can do is minimize it. Again, the properties would be removed at market value not at a discount or anything like that.

Councilmember Strickland

So those homes who were impacted that may not be on this particular map, since it's from 2012, they will have to contact who?

Mayor Begeny

At this point in time we recommend reaching out and getting in contact with my office so that we can create the database of those who are impacted, not just in that area but in Reynoldsburg. We can maintain and track what's going on. There's a big difference between water coming through the floor versus through a cracked window or a hole in the basement. It's easier for FEMA and the City to understand what the property assessments are as well with that information rather than without. We did get a number of people to comment and bring that information in, while Facebook is a great tool to allow information to be made available, if that information is not sent to the City at some point, it's hard for us to keep track of it. What we continue to do is notify residents through the contact information they give us but also we will go out letters right at the door if we need to and we will do that when we have more information to present and be made aware of.

President Jenkins

The form that is in the packet, application for evaluation for destroyed or damaged real property, Who is this form for because we have people who are in a flood zone and those who are not in a flood zone.

Mayor Begeny

That would be for any resident in the Franklin County side and there's a converse one for the Licking County is available. Most of the responses have been on the Franklin County side. This would be if any house is damaged for a particular reason. For example there are 4 houses out there right now, 2 of which are victims of fire. Any time the auditor's office, Auditor Stinziano, would actually come out and evaluate the property to give you



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

a lower property value during reconstruction so you assessed a lower level of taxes to relieve the burden a little bit. The ultimate idea is to when those homes are repaired and fixed they will come back to reassess.

Presentation by Larry Taylor of Volunteer Energy

Larry Taylor

Volunteer Energy

Good evening and thank you for giving me the opportunity to be here this evening. I had a chance to meet most of you a few minutes ago. We had met on zoom previously. I am with volunteer energy in Pickerington Ohio. I am an energy specialist with volunteer energy. Volunteer energy is a gas and electric supplier, we have been supplying gas for about 20 years and electric now for a little over three years. We have administered the gas aggregation program for the last three years here at the city. Volunteer energy and the city of Reynoldsburg have partnered to bring a guaranteed savings of 8% to the community. To date the gas aggregation program has provided the residents with a savings of about \$91,000.00 in civic grant money. I wanted to familiarize myself with you as I talk about the electric aggregation. I'm here tonight to discuss the electric aggregation and a partnership with volunteer energy in the city do you administer the Electric aggregation program. Shortly after the mayor took office I met with him and Director Dorman to discuss the electric aggregation program. The city had a consulting agreement with a company called AMPO. AMPO's responsibility was to administer the electric aggregation program. For that, they received a fee that would ultimately be collected by the electric supplier. I simply explained how this process worked and a volunteer energy were to administer the electric aggregation program then the city would not have to pay a consulting fee and that same amount of money would be donated back to the city of Reynoldsburg in the form of a civic grant. Based on the past electric use we are able to estimate that the city would receive a Civic grant in the amount of \$42,000. The mayor and Director doorman said the current aggregation program didn't expire until the end of 2021. So he said OK let's circle back up and talk about this in 2021, we met earlier in 2021 and again in July 2021. During these meetings I explain that the city would still receive a competitive price, that there would still be an opt out option for residents, there would be no fee or penalties for opting out of the program. Volunteer



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

energy would administer the program and work with AMPO and AEP to provide all pertinent information that is needed in a timely manner. The only difference would be the civic grant. What it boils down to is that the city could stay with AMPO and pay through the supplier for a fee of \$42,000 per year or the City could go with Volunteer energy, we have a good working relationship with the gas aggregation program and volunteer energy would be willing to donate that fee back to the city in the form of a civic grant. We believe this is a win-win for the city and the residents and at this time I would like to open it up for any questions you may have.

Councilmember Baker

Is there a deadline for residents to opt out or can they choose to do so at any time?

Mr. Taylor

They can opt out at any time they would like. Initially we send out a letter that Reynoldsburg is initiating an aggregation program and we give them the option to opt out at that time but if someone is in the program for let's say six months and choose to opt out at that time they can at no cost.

Councilmember Baker

How are you going to inform the residents about their options to opt out?

Mr. Taylor

Typically we would put out media post, social media post, local paper and also volunteer energy and I would be available to hold town meetings to let them know about the gas aggregation program and they would have the opportunity to ask the same questions.

Councilmember Baker

I think a town hall meeting would be beneficial for those who have concerns about a gas aggregation program. I understand the city voted for this a while ago. And a lot of senior citizens who could be concerned about this program are not on Facebook.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Mr. Taylor

We will do to town hall meetings. And it's a great opportunity for people who are not informed or miss in formed and they can come in and ask questions and we can get to the bottom of it for them.

Councilmember Pyakurel

There is a large population of people in Reynoldsburg who do not speak English, how do you plan to address that situation?

Mr. Taylor

That is a great question, I've never been asked that before. We can certainly address that with Council as a whole or you individually and we will be more than happy to make that happen.

Councilmember Pyakurel

If somebody has opted out of the program but then decide to come back in are they able to opt back into the aggregation program?

Mr. Taylor

If someone decides to opt out at any time and a few months later they decide they want back in there able to come back into the program at any time.

Councilmember Bryant

For the record can you explain why opting in instead of opting out is what we are dealing with?

Mr. Taylor

Typically with aggregation programs both gas and electric if you have an opt in verse an opt out there's very little activity and it's just not worth anybody's time.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Councilmember Strickland

Typically how long are your contracts? How long are you asking to contract with the city?

Mr. Taylor

When I met with the mayor and Mr. Dorman and I introduced the idea of a 12 month agreement. Typically aggregation programs are 24 month. But a 12 month agreement would Decrease the chances of the price to compare to be lower than what we are able to offer the city. The longer the time goes on the better chance there might be a decrease in the rate therefore that could raise issues with a 24 month contract. Typically that does not happen. One way to reduce the chance of that happening is to introduce a 12 month contract.

President Jenkins

You talked about an estimated \$42,000.00 being returned to the City and I also heard you talking about a grant.

Mr. Taylor

Correct, it would be in the form of a civic grant that you guys receive and can use anyway you feel best suits the residents.

Councilmember Salvati

One of the issues I hear a lot from people about our current electric aggregation program and an issue I have had, the citizens that need to be on a budget plan. I have never had an issue with aggregation program and being on a budget program it's worked. But with the electric aggregation I've heard that it gets all messed up. One of the reasons I have heard that is because AEP is harder to work with then Columbia Gas, I don't know if that is what it is but have you heard any situations where there's been an issue being on the budget.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Mr. Taylor

Being on the budget is offered. I can say that with our other electric aggregation programs, AEP, There hasn't been an issue or anything brought to our attention, I did make a note and I can look into it And make sure that is handled the best way possible so that it's not an issue.

Councilmember Salvati

It could've been an excuse I just wanted to make sure that it wasn't an issue in any of your other electric programs.

Mr. Taylor

With the recommendations from the mayor and Mr. Dorman, I will be putting together a proposal that will come to counsel hopefully in the next few weeks and we will go from there. Thank you.

Presentation by SkilkenGold Regarding a Sheetz at Brice Road and East Main Street

Sarah Gold

4270 Morse Road 43230

SkilkenGold Real Estate Development

I'm here tonight speaking about a proposed Sheetz at the north east corner of Brice and Main Street. Right now it's a vacant Walgreens. We know it's a very prominent corner with certain design objectives and intersection traffic safety concerns, which is why we wanted to come and talk to you first before diving into details and the formal development process. I have Eric Hemsley with me from Sheetz Real Estate and Eric Elizondo, he is the SVP of operations from SkilkenGold and we also have Kareem Amr who would be the project manager for this proposed development. Sheetz is working on many sites and projects in the City of Reynoldsburg as I am sure you have heard. Sheetz wants to make a positive investment in the community. With the projects we are talking about, we are looking at a \$30,000,000.00 investment in the community and generating about 120 new jobs. That investment in the community is real and here. We have heard and are communicating with staff that there are real safety concerns with this intersection.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

One of the first pages in your packet is a design from EMH&T. We know that the City of Reynoldsburg has been looking at the realignment of that intersection. We hear you. If you go to the next page you will see a very rough sketch of what we call a test fit. A first drawing of the proposed site plan, nothing set in stone. What I want you to stay with us that we are taking the necessary consideration to donate to Reynoldsburg In order to make this realignment in traffic improvements work for the community. We are also willing to have conversations about contributing financially to the overall Realignment in design. Basically we are a willing partner. We want to make it work, we want the development to succeed, and we want to make it a safe area for everyone. Finally we know the site is not zoned properly for what we need to do. We know we need to go through the formal zoning process and meet the criteria that is outlines by the City. We are willing to meet us, we are willing to dress up the building, meet the height requirements, and really design a building that is appropriate for the City of Reynoldsburg. Tonight, I know we don't have much time but I wanted to have a bit of an open dialogue and conversation and hear from you with any comments or questions. We are here to be a contributing partner with the city of Reynoldsburg and make a significant investment. I am happy to recap anything or open it up to question or comment.

Councilmember Salvati

I did want to make a statement. I was able to be at the presentation you made at the planning commission so I've had considerably more time to know about this, I have no problem with your proposal or with Sheetz. I am Pittsburgh born and raise so I'm familiar with Sheetz for a long time. My concern is that if Council is going to be asked to change this to a CC District from the Innovation District. Looking at the zoning map it would be really odd, to have this one little parcel in a sea of innovation at Brice and Main. I don't know if that is what you would consider spot zoning but it sure seems like it to me. I'm one of seven so you can ignore me but what I would want is if we considered leaving retail convenience with gas out of the Brice and Main Innovation District. If we were going to go a direction to consider this, I would like to possibly consider the Brice and Main Innovation district rather than the CC zone in the middle of it. Going forward that is what I would like to see.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Councilmember Bryant

I am a West Virginia girl and I have been lobbying development to bring in Sheetz for about 3 years now. I am happy to see you.

Councilmember Baker

I was born and raised in central Ohio, but I do welcome you here.

Sarah Gold

I thank you for your time and I look forward to working with you and the mayor in the formal development process.

Communications

TREASURY BOARD MINUTES FOR SEPTEMBER, 2021

Motions

A MOTION TO APPROVE A RESOLUTION TO ADOPT THE FRANKLIN COUNTY 2018 NATURAL HAZARD MITIGATION PLAN

Mayor Begeny

This is a continuation of a process that began as early as 2016. Reynoldsburg and other municipalities in the central Ohio area identified targets in areas for flood mitigation, the plan was received and submitted. Now it's the Council's turn to act on it. If we are to proceed with other functions as far as flood mitigation this would allow us to participate and be eligible for future grants that could potentially pay for all of those things.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Louis Salvati, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE LATINX HERITAGE MONTH

Councilmember Bryant reads the motion into the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reports

Clerk of Court Report

CLERK OF COURT REPORT

Clerk Prasher

The Clerk of Courts submitted monies from court held on August 5, 12, 19, 21 in the amount \$21,743.00.

RESULT:	READ INTO THE MINUTES
----------------	------------------------------

Liquor Permit

LIQUOR PERMIT FOR NISHIS MARKET

Deputy Chief Grizzell

This application is for permit transfer for Nishi's Market. The permit is transferring from Shah Karim to Choudhary Ali and Shah Karim. The permit is a C1/C2 class and is for beer and wine and mixed beverages in sealed containers for carry out only. The business location is not situated in an area that would have adverse effect on the operation of any hospitals, schools or playground. We do not recommend a hearing at this time.

RESULT:	READ INTO THE MINUTES
----------------	------------------------------



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee meeting for September 27, 2021.

Members in attendance are Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Baker and President Jenkins.

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located on East Main Street to be Owned by the City of Reynoldsburg for a Public Purpose, and Declaring an Emergency (First Reading 9/13/2021)

Mayor Begeny

This is just a continuation for the land that is more commonly known as the field across from the cemetery. We are working now on two different development agreement that I can let city attorney Shook get in the more detail on. We hope to have those deals ready to present to Council in October once we finish our process here.

Attorney Shook

I can get into more detail about 1 particular development that we have. We received a letter of intent for the four or 5 acres that are across from the cemetery on those two parcels. At this time the letter indicates the purchaser as the Daimler Group, they are a development organization, and they would purchase that property for up to \$190,000 an acre. That would put their purchase at \$950,000.00. Which is still less than half of the total amount of land that Council would be authorizing to purchase this evening. That gets us very near to breaking even just on that particular sale if it goes through. On the eastern portion we are still in the very preliminary stages. If that goes through I would expect a significant announcement in the next month or so.

Councilmember Baker makes a motion to amend the Ordinance to add Exhibit B and language to the Ordinance. Second by Councilmember Pyakurel. Motion carries.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Councilmember Baker makes a motion to forward the amended ordinance to Council for a second read. Second by Councilmember Lawson-Rowe. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located at 7277 East Main Street to be Used by the City of Reynoldsburg, and Declaring an Emergency

Mayor Begeny

This is the Moyer Automotive Facility. The next item is for the property just south of that so it would be for two parcels. These two areas were part of the original three that were brought to you in Executive Session. It's just taken a long time due to an EPA concern on these particular properties. I am going to read a statement from the EPA on what we do from here.

1. After talking with the EPA, and their technicians, who wrote the study; it was found that the compound of Perchloroethylene (PCE) was present in the soil surrounding the main structure. This was concluded to be 2-3x the normal allotted value in this area. As alarming as it may sound, the EPA were not concerned. They found it interesting that this compound was found in this area, because the normal cause of PCE is a dry cleaning business. After discussing with them what the future holds for this site, and the surrounding area it was their recommendation to move forward with the demolition of the building, and have EMH&T conduct a quick soil sample thereafter.
2. They felt strongly that the PCE was using the concrete slab foundation as a natural conductor, and either was pulling it out of the ground, or the current building is leaching it to the slab, and the soil as a byproduct. They concluded that with the demolition of the building, they feel the problem will fix itself, and little remediation will need to be done afterwards. They felt that future mixed-use development on that site can continue, and they see no issues with the desired future use.
3. We will be asking for additional appropriations for the demolition, and the second simple soil test. Ryan Andrews from EMH&T will run point to conclude the results. The EPA concluded with saying that this was voluntary action, and a see and sample method.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Further EPA action was not required at this time. This would be the third piece of the old town with Happy Dragon and PNC bank, so this was the third piece. We spent a great amount of time discussing the impact on finances with auditor Cicak. With the flip of the land across from the cemetery in the inevitable sale of the Happy Dragon purchase, we felt we would be able to do this at this point in time.

Attorney Shook

You will notice in the agreement there is a provision that assigns the purchase to the Reynoldsburg Improvement Association. This was done in consultation with our outside counsel on CIC matters. Then why is that with the environmental issues that were raised, it would be in the city's best interest if the city were not an owner in the chain of title in this particular property. So it includes a provision that the deed would be assigned to the Reynoldsburg Improvement Association. The CIC will need to conduct a meeting to determine if they are going to accept that deed. So there are still some steps in the process to go here, thank you.

Councilmember Baker makes a motion to forward the Ordinance to Council for a first read. Second by Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located at 1415 Water Street to be Used by the City of Reynoldsburg, and Declaring an Emergency

Mayor Begeny

This is the parcel that is directly behind Moyer automotive and they would combine into one parcel and they would be some kind of mixed use development. Same standard for all cases.

Councilmember Baker makes a motion to forward the Ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

An Ordinance to Amend the Official Zoning Map for the City of Reynoldsburg for a Property Located at 8555 East Main Street from Innovation District (I) to Community Commercial District (CC)

Attorney Shook

This is in relation to an application submitted to rezone a parcel of land at the corner of Taylor in Main on the north east corner. Currently it's zoned as Innovation and District and what the applicant is looking to do is build a Sheetz. The current zoning does not allow for a permitted or conditional use so they are asking for community commercial. I would note concerns we were talking about earlier with spots opening and neighbors parcels. The parcels surrounding which would be the CVS and Kroger are all sound as community commercial. So it would not be a spot zoning concern.

President Jenkins

Can you explain again which corner this is?

Attorney Shook

The southeast. The one that same intersection as the trailer park and the open space there. Just to the west of the trailer park. The developer is looking to buy up a lot of land in that area including the trailer park, with plans for redevelopment.

Mayor Begeny

Sheetz Itself would be a small part in a much larger development, but that is what they are leading off with. We are just now in the preliminary discussion as to what would be in the surrounding areas.

Councilmember Lawson-Rowe

Are there three locations for Sheetz?

Mayor Begeny

Correct. And the third would be the one that has already been approved on the Broad Street side. I can't recall if we have gotten plans for that yet. This is at Councils discretion and we are offering the opportunity to ask questions. At this point we are



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

offering information as to how the process is not necessarily endorsing or denying anything.

Attorney Shook

The process from here is Council would need to refer the matter back to planning commission to review the application and make a recommendation back to city Council. Kind of like what we would do with any other zoning code change. You're not being asked to vote or approve this tonight. I believe in my discussions with the other administration, I don't think they are taking any pro or con position on this.

Mayor Begeny

It's too early to tell, we are very curious about the surrounding facilities and what would be there in addition to this.

Councilmember Strickland

I think that is my concern. Having Sheetz come in on three other locations and losing out on other possibilities.

Councilmember Baker

I'm sure in due time a lot of answers will be offered up to these questions from administration.

Councilmember Baker makes a motion to forward the Ordinance to Council for a first read and direct Planning Commission to review this Ordinance and make a recommendation to Council. Second by Councilmember Cotner. Motion carries.

Public Safety, Law & Courts Committee

This is the Public Safety, Law and Courts Committee meeting for September 27, 2021.

Members in attendance are Councilmember Cotner, Councilmember Lawson-Rowe, Councilmember Pyakurel, Chair Bryant and President Jenkins.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Discussion of Residential Speeding Code

Councilmember Baker

I put this on the agenda to discuss how we can stop the speeding especially in the residential areas like Priestly, Rosehill and basically all over the city. I think it's a discussion that we should have and I don't want this to be a month to month, for your discussion, I think we should come up with something. It might not be perfect but at least it's something to try and stop the speeding that's going on in the city of Reynoldsburg. I wanted to open this up for any ideas. I will start this carousel which is increasing the fines for those who speed through residential neighborhoods. We have a lot of families with children in these neighborhoods and a lot of cars speeding in residential areas. I've always been told if you want somebody to do something then hit them in the pockets. I think we should increase the fine for speeding and how that happens it can be logistically talked about but it's just an idea I had and I didn't know if anyone else had any idea or wanted to put something out there.

Councilmember Bryant

I've been talking about speed tables for years but haven't gotten any traction with that.

Mayor Begeny

And the traffic in transportation committee that was established early last year actually met on this with one area of the community that has provided the most complaints of speeding and that would be Priestly from Waggoner Road to the County line in that area. One of the options I that the residents are very strenuous about are increasing the forces in that area which obviously is only able to do so much because once the officer leaves the area the normal concerns would continue. So the conversation is shifted with members in the community and looked at petitions and brought a number of things back for a installation of some sort of combination of speed tables and speed bumps in that area. The majority of them would prefer to have it in those particular areas. What we feel in the administration is that we need to do this kind of on a systematic basis. We started with a flashing stop sign as a first phase



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

and increase patrols is the second phase and after that is a plan that would be presented before council to add speed tables that would be installed where speeding is prevalent. That being said everyone knows this may or may not stop the speeding that goes on. This is the personal discretion of the individual drivers. They can be the drivers within the community that was mentioned at one point in time. There was a resident who called for another resident rolling through the stop sign and at one point it was so bad that they called the police and we had our motorized traffic unit out there and they did a great job for the days they were out there. We received a message from the individual thanking us and we need to protect the residence from anything bad happening. So that was great because it is relatively rare that we get it thank you messages. The next day I got a message from this individual that her husband accidentally rolled through a stop sign and got a ticket as well and she was not upset she was actually pleased at the irony of it all. But what it means is that these incidences whether they are going through a stop sign or speeding are in fact done by those who live in work in the area. This is a step process that we would go with a speed table. It is broken down and designed in specific areas. If we're able to see positive feedback may be a reduction in speeding overall then we would use this as our tester to take to other parts of the community that deal with this. We are also looking at future development to make sure that specifically Priestley is a unique thing since it is such a narrow road in the particular area there are very limited options as far as some of the more non-invasive ways to slow traffic down. We are going to make sure and some of those other developed areas that we allow for future potential in terms of options to slow the traffic down.

Councilmember Strickland

This is a question for Rosehill that bend, is there a way we can put flashing lights right before the bend for people to slow down?

Mayor Begeny

It's a possibility. I think the first thing we would do is work with our PD to put one of the blind monitors so we can have data to show the actual speed. But I have noticed and for those of you that I've had the opportunity to join the citizens police Academy



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

or those that will there's a big difference between the speed that people think cars are going in the actual speed that they are going. So the first thing we would have to do is gather the data for that and then we can figure out what is going on. Later in October we will have the opportunity to ask our engineers from EMH&T what's going on when it comes to potential issues for the civic park redesign that may ultimately have a secondary entrance onto Rose Hill. So we will keep that in mind as well. So if we do have a second entrance off of Rose Hill into Civic Park we want to keep that in mind. That is one area that has come to our attention as well. Brice Road north of Main Street is another area as well. Firstgate and I'm sure right now on Facebook we're getting every other road that people speed on.

Councilmember Strickland

How soon could we actually get that going so we could start collecting that data?

Mayor Begeny

I will get with the Chief and Deputy Chief after the meeting and then I will inform Council how quickly we can get that out there. I know there is a schedule that they do, which is typically complaint driven. So the area that it's in now we will finish out whatever the temporary run is and then the next available opportunity we will move there.

Councilmember Pyakurel

Thank you for bringing this, we were talking to a resident on Priestley Drive the other day. There was a gentleman going the speed limit driving and another gentleman who is going maybe 45 or 50 and the gentleman driving appropriately honked at the one speeding right by him. Those people need to be fined and stopped. I agree with this and I think we should move forward with this.

Mayor Begeny

One thing I did talk to the chief of police about is there is always a perception, I'm not saying it's true or not true, but there is a perception that there is someone of a buffer at the number of miles per hour. So if the speed limit is 25 there's a 5 mile or a



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

10 mile buffer, obviously I would never say that is the case however we did discuss what would happen at the idea of the strict enforcement of that. Part of the concern that I Express to the residents with stricter enforcement, is the impact it would make on them. The socioeconomics as well as the impact on the City Attorney's office when it's dealing with those kinds of things. A lot of the time the members of council expressed concern about the number of people in our court system, the opportunity of a suspended license and how this would play a role into it. That being said when people are going 50 mph that's not the issue it's some of the other ones out there the 50 mph winds are no question. And be prepared if we do increase or tighten up any buffer in that area I'm sure a number of residents will be more than happy to express their concern when they get those tickets in the process. Just throwing that out there for you.

Councilmember Bryant

If we are going to talk about raising penalties for speeding I think we also need to talk about people using the left turn lanes as passing lanes on Lancaster and Rose Hill and Taylor. On Rose Hill between Main and the high school especially.

Mayor Begeny

RPD has been informed of that with the return to school. They were on increased patrols you've seen a lot more officers in the speed zones of those areas however it's officer is not there in that moment in question they cannot do anything about it. I do know that state representative Rich Brown tried to advance some legislation to put cameras on buses. That way the cameras can actually identify those cars that go around the bus specifically but it's an enforcement issue and the rest is dealing with personal responsibility and the adults in the room teaching their kids the right way about that which is a major issue. RPD does a fabulous job. We have seen an increase in school zone speeding tickets. The common courtesy aspect is lacking in a number of ways and I'm not sure if we can legislate or monitor that. But it's definitely something we all need to do a better job at.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Councilmember Lawson-Rowe

And one of my past lives, I was in a community where they had neighborhood town halls into the mayors point. Many of those offenders of speeding and traffic violations are the members that live there in that neighborhood. I wonder if there is an opportunity for us to have small neighborhood town halls and educate and partner with our officers or a traffic patrol. Education is key and a lot of times we think it's someone who is not in our neighborhood but it really is sad to say it's those who live right there in the community.

Mayor Begeny

I promise this was not a set up question but thank you for giving me the opportunity to plot our first town hall. Which is actually on October 13 and Baldwin Road middle school. So that might be something we can add to the list of topics to discuss. This is a town hall in conjunction with Reynoldsburg Police Department, Reynoldsburg city schools and Reynoldsburg to address these issues and many others that face that particular community. We hope to start this town hall in cooperation with the school district and move it to other areas of Reynoldsburg to increase this all the way across. Thank you for the free plug.

Councilmember Baker

I think this was a very healthy discussion and those of you that know me once I get a ball moving I'm going to keep on pushing to the finish line. I'm hoping this is the start where we can at least try to alleviate a problem I'm sure not just here but other municipalities and cities. I look forward to seeing progress as well.

Attorney Shook

I know we had discussed this before about whether we need to take some legislative action or if there is some way to look at those penalties outside of legislation. Currently, speeding in a residential area doesn't receive any special treatment in our speeding enforcement as some communities have done. We have the flexibility to change those fee schedules on the bottom of the ticket that tell you how much you have to pay so you don't have to go to court. It's actually the Mayor's office that sets



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

that amount, now it's maxed out at the fine of \$150 and our court costs are \$95. The Mayor would have the flexibility to adjust the waiver amount in residential areas. Currently, it's \$120. We have the flexibility to move that up to 160 as we discussed before. So that the monetary penalties in those districts for speeding or more severe that they are in other areas.

Councilmember Bryant

Mr. Brusk brought up the issue of masks and I would like to have a quick conversation on that. I spend all day and every day in Columbus where I am required to wear a mask at work. It's a little weird coming back to Reynoldsburg seeing practically no one with a mask on. I don't like having to mandate anything just because it's something that gets people riled up but I agree with Mr. Brusk, this needs to be about science and not politics. We need to look at the numbers as they are increasing and putting more people at risk.

Councilmember Baker

I think it couldn't hurt to look into it because just today I had a coworker who I had to deliver materials to her office so she could work at home because her son has Covid and she has been exposed. It is a serious issue. In my house just last week there was a potential exposure, there were the symptoms there but thank God no one had it. It's something that we do need to take serious. I was really hoping it was going to get better but apparently we are trending in a direction that none of us wanted to see. I'm going to be honest I hate wearing masks. Especially walking up and down the stairs in the parking garage are going to the store and you forget and have to go back, it's annoying. I would rather deal with annoyance and be living then not dealing with it.

Councilmember Strickland

Thank you for bringing this up, I was going to bring it up at the end but thank you. I was sick for three weeks, and I thought I was going to die, with Covid. It is serious. It is something that this virus is taking people out. I just heard a grandmother on Saturday, her 17-year-old is in the ICU fighting for her life because she has Covid and she caught it in school. This is real and we cannot make this about politics. I do



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

wear my mask when I'm coming and going. I was in Kroger and had my mask on. I believe in the mask, but as Councilmember Bryant stated there may be some push back, but also as Mr. Brusk said we have to make some tough decisions.

Councilmember Bryant

I did have some conversations with a Councilmember from Gahanna where rather than pushing for a mandate they are bringing in an ordinance that would allow individual private businesses to make a decision for themselves whether they can mandate it on their premises. I don't know how that would work or if that would solve the goals in our community.

Attorney Shook

Businesses are already allowed to do that.

Councilmember Bryant

Ok, well then, that doesn't solve anything.

Councilmember Lawson-Rowe

I just wanted to share that our children are wearing masks in schools all day every day. I had an opportunity to visit one of our schools and our students are in the classroom and they keep their mask on and don't complain and the teachers are phenomenal. They may lower it in order to speak at the front of the room. I don't see why we cannot ask adults to do the same thing our children are doing. I asked my kids and my grandkids to be a masked, I would hope that we would all be adults.

President Jenkins

Thank you for bringing this forward, I have always been in favor of masks. I've always been in favor of mandating mask or encouraging our city to be all wearing mask. I know it's a tough decision but I've always been in favor in it and I don't have a vote on it unfortunately but I do think it's something we should consider.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

There is no Public Service & Transportation Committee meeting.

Finance & Administration Committee

This is the Finance and Administrative Committee meeting for September 27, 2021.

Members in attendance are Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati and President Jenkins.

An Ordinance to Authorize the Auditor to Establish a New Agency Fund Account

Auditor Cicak

This legislation is required for our new JEDD 7. It establishes a new fund to put the money in. It can go for three readings but it needs to pass as an emergency.

Councilmember Salvati makes a motion to forward the Ordinance to Council for a first reading. Second by Councilmember Baker. Motion carries.

An Ordinance to Transfer Funds for the Purchase of Real Properties at 7277 East Main Street and 1415 Water Street to be Used by the City of Reynoldsburg, and Declaring an Emergency

Auditor Cicak

This legislation is required to pay for the lien purchases tonight. It comes from the general fund to go to the capital improvement fund, hopefully we will see the city reimbursed by the end of the year for two out of the four.

Attorney Shook

This is for the automotive technician purchase in the parcel behind it. Again it will be assigned to the community improvement corporation, I would expect that at the first meeting in October, we would have an agreement to present between the CIC and the City. So that when the CIC is able to sell that property the proceeds are returned to the city. This is a two read emergency.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Councilmember Salvati makes a motion to forward the Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carries.

Consent Agenda for Emergency Adoption

114-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO MAIN STREET UTILITY RELOCATION PROJECT (MAIN STREET AND LANCASTER AVENUE INTERSECTION), APPROPRIATING FUNDS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

115-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY INSURANCE FOR 2021-2022, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

116-2021

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE FRANKLIN COUNTY AUDITOR, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

117-2021

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE LICKING COUNTY AUDITOR, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

118-2021

AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL PROPERTIES TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

LEGISLATION FOR EMERGENCY ADOPTION

119-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED ON EAST MAIN STREET TO BE OWNED BY THE CITY OF REYNOLDSBURG FOR A PUBLIC PURPOSE, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Consent Agenda for First Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 7277 EAST MAIN STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 1415 WATER STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT 8555 EAST MAIN STREET FROM INNOVATION DISTRICT (I) TO COMMUNITY COMMERCIAL DISTRICT (CC) --- Baker. Development, Parks and Recreation Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE TO AUTHORIZE THE AUDITOR TO ESTABLISH A NEW AGENCY FUND ACCOUNT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL PROPERTIES AT 7277 EAST MAIN STREET AND 1415 WATER STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

Consent Agenda for Second Reading

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE ROSE HILL TOWNHOME DEVELOPMENT --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2022 STREET AND SIDEWALK MAINTENANCE AND REPAIR PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Strickland. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY AND PRELIMINARY ENGINEERING DESIGN SERVICES FOR WAGGONER ROAD IMPROVEMENTS, AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH CIVICENGAGE CENTRAL FOR WEBSITE DESIGN AND APPROPRIATE FUNDS --- Salvati. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL	Next: 10/11/2021 6:30 PM
----------------	----------------------------	---------------------------------

Consent Agenda for Third Reading

120-2021

AN ORDINANCE ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS --- Baker. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

121-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG --- Baker. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 27, 2021

122-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RUMPKE TRASH AND RECYCLING FOR RECYCLING PROCESSING GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES, AND VARIOUS SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO --- Strickland. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Other Council Matters

Councilmember Bryant

I am just going to put in a plug for Blues and Brews this weekend. It's a new event and we have a Reynoldsburg resident playing with Mill Street Blues. They are good, I have heard them before. So get your lawn chairs and meet me at the park. It's from 4 to 9.

Councilmember Baker

Congratulations to the Raider football team for winning Friday and the homecoming king and queen. And continuing with my tradition of thanking our front line workers who are helping us get through this pandemic.

Upcoming Meetings

October 7, 2021 Planning Commission
October 11, 2021 Council
October 21, 2021 BZBA
October 25, 2021 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 27, 2021**

Mollie Prasher, Clerk of Council



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Council President Leanora Jenkins called the meeting to order at 6:38 PM

The invocation was provided by Pastor Mark Pelfrey.

PRESENT: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe, Jenkins

ABSENT:

Approval of Agenda

President Jenkins removed Item 10 d #3 Eastwood TIF on the Development, Parks & Recreation agenda and Item 11b on the Consent Agenda for First Reading.

The agenda stands approved as corrected.

Approval of Minutes

a. City Council – Regular Meeting – July 26, 2021

The minutes stand approved as submitted.

RESULT:	ACCEPTED
----------------	-----------------

b. City Council – Special Meeting – August 4, 2021

The minutes stand approved as submitted.

RESULT:	ACCEPTED
----------------	-----------------

Community Comments

Attorney Robin Stith

836 Promise Court

I've lived at Promise court for 35 years. There is a serious flooding problem at Briarcliff that has not been addressed and needs to be addressed. The houses in Briarcliff are beautiful houses, especially along the backend but they never should have been built. We can't do

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

much about that now. Blacklick creek is really a problem. Over the 35 years that I've been there, no one from the city of Reynoldsburg has ever come out to check on it or us. Or see how we are doing with the flooding, there's been six floods since I've lived there, three of them in the last 17 months. They are getting more serious by the day, week hour. They are more powerful, there is climate change, everything is adding to it. I know everyone saw the footage of the flood waters in New York, that's what promise court looks like. I've been water up to my waist in my driveway. I lost my basement numerous times, it's a finished basement. Including four weeks ago tomorrow, I've lost two cars that were sitting in my driveway because of flood water, again nothing has ever been done. I come here addressing city Council as a representative a promise court. My house is the closest house on Blacklick Creek. Four weeks ago it took an hour and a half of heavy rain for it destroy my basement again. I found out from some of my neighbors that the building going on by Rose Hill elementary school, they were given permission to elevate their property over there. So that means that the next time, in fact I saw a difference in this flood because of them because it was muddy nasty water but they've been given permission to elevate. Which means the next hard rain we are going to get the runoff from it in the water is even going to be higher. I am asking city Council to do something. I believe in the 1970s someone came out and dredge the creek but nothing since then. I am asking someone to come out and do something, dredge, build a flood wall, I'm no flood expert. I don't know other things that could possibly be done but this is ridiculous I'm losing neighbors, the value of my house. My neighbors their wall, their foundation walls caved in because it was more powerful, so I'm asking city Council to do something about it. I'm considering suing. I'm drafting one now, I don't want to do that but something needs to be done or we're going to end up suing the city of Reynoldsburg and the developer with a class action lawsuit. I am here to ask Reynoldsburg city Council, because we are suffering and it's not fair. Thank you.

Jennifer Erwin 7333 Westlea Court

I am here to speak in support of the addition or change in verbiage in regards to our code when it comes to parking and easements on the end of our driveway. As many of you are probably aware, according to Ohio revised code 215101, parking provision according to Ohio revised code cannot be within 5 feet of a driveway. So as you can see some of the pictures I

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

have included, it's become an issue in our court. I am here to represent my court because most of them are elderly people and it really is an issue to get out of their driveway on normal conditions let alone a day with snow and ice. It really has become an issue, I think it's something that's fixable very easily, most police officers thought it was already a code in effect until we came across one that said it's not a code that is in effect right now so he put a halt to it and now we're back to square one. That's when I wrote in for a quick fix there. I'm a member of the next-door group in a lot of the residents there chat back-and-forth with each other, Mrs. Green from Summerfield summed it up very well, move into a suburb and subdivision for the homogeneous way that neighbors respect each other, they do not have to be laws per se there is courtesy and respect. We have driveways and we need to use driveways and get whatever cars, boats, campers etc. you have in your driveway. There are indeed restrictions that may be forcible. So in this case that may not be true but I think a lot of common courtesy has gone out the window with Covid and what's going on in the world today. So I think we need to make a change and get that addressed, fixed and help these people out. Thank you.

Brett Luzader

1116 Gibson Road

I would like to talk about an item on tonight's agenda also, item 10d-1 in the development Parks and Recreation committee and item 11-1 on the consent agenda, the Rose Hill town home development. I would like to ask for a professional engineering study to be done questioning if raising the elevation have an adverse effect on the Briarcliff community? When this property was rezoned, city Council and the residence of this community were believed that this was being done to allow a senior living community constructed on it. We were also told that the front 3 acres were all that could be built on, Mr. Bowsher's exact words from that council meeting from March 23, 2021 you can only build up on the front half about 3 acres Of the total 10 acres are buildable, the rest are basically wetlands. It appears to me that there are considerably more than 3 acres being built on. I believe city Council in the members of Reynoldsburg were misled into improving this rezoning.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Rob Edstrom

1205 Carrousal Drive

Like the other speakers here, I am very concerned about the water in the flooding in Briarcliff. I have lived here since 63 and went to Rose Hill and that Lynn that they are building on was the first floodplain South Broad Street to protect Briarcliff and the rest of the city and it is gone. Got a 10 foot earth and blood wall built there and Briarcliff phase 1 will be that new flood zone if we don't do something. I would like the council or whoever is in charge to hire somebody to defoliate Blacklick Creek Base all the way to Broad Street golf course, it's been overgrown for the last 4 decades. No one has done anything about it and if the water can't get down and out of town it's going to keep causing us trouble, flooding our homes, and our value is dropping like a rock. I would like everyone to consider that when you meet again with the Franklin County federal management people. Maybe something from the big infrastructure package in Washington right now and really clean it out. Take some of the trees out and have a walkway for citizens it would be beautiful but if you don't we are going to have water everywhere. This building, the Y senior citizen center, could be underwater.

Franklin Davis

7972 Fenway Circle

I've been in Reynoldsburg for about 10 years now. At the last city Council meeting we had the second reading on the Local Waste contract and there was some concerns raised at that meeting that I have not heard any response to. Mainly the bulk large item pick up in the pickup of large containers in the contract that Local Waste has provided the city of Reynoldsburg quite simply didn't have the same or comparable bulk pick up. Their answer to that question at the last meeting essentially was they would bring a bin to whichever citizen needed the bulk pick up and then that Citizen would then be responsible for that been in the pickup itself so that is not comfortable. And I think that waste pick up is a large municipal responsibility and I did want to know if you had any response from local Waste in regards to that and how that lack of comparability would affect their contract. Also, along with what some other people said tonight with the flood issue in an infrastructure package looming there are going to be some opportunities to dredge the creek and make it a little bit deeper and that will have a positive economic effect on Blacklick as a whole as well is that

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

community specifically. I would love to see some exploration in that area. Thank you all for your time.

Christine Stout-Smuck **Red Fox Rd**

I'm contacting you to urge the city council to reconsider awarding the refuse contract to Local Waste. The price is slightly lower than Rumpke but it will end up costing residents more. Currently Rumpke takes any waste we sit out. I've replaced vanities, toilets and cabinets and the old stuff was picked up. Local Waste will just tag it as "construction" waste and leave it. We have great service from Rumpke and I hope we can keep them. Thank you.

John Seryak **8322 Bedlington Drive**

As a co-founder of the Friends of Pine Quarry Park I want to express our appreciation for the support and collaboration we have with the Parks and Recreation Department. Prior to our 3rd. Annual Unplugged Concert in the park, I contacted Donna Bauman about help in clearing an area in Pine Quarry for our musician and singer to perform. Donna arranged for the Parks ground crew members to meet with me to discuss our needs. After meeting with Brian McGuire in the park a plan was made to clear an area allowing for concert attendees to better see the performers. The Friends of Pine Quarry Park so appreciate our collaborative partnership with the Reynoldsburg Parks and Recreation Department. We look forward to continuing this unique city and public partnership. Thank you.

Councilmember Strickland

I am your ward representative for Ward one. I was over there in 2019 walking around when there was a flood talking to neighbors and in promise court and we went to the back of his house and saw all of the damage the water had made. So I wanted to let everyone know that I have been out there talking to neighbors, we know there is a problem with the flooding. I have talked to you and worked with Mayor Begeny on how to fix this or at least address it. I don't know Mayor Begeny wants to say a couple things but I want to make sure it is said that I have been out there talking to neighbors about this issue, there may not be something we can do right now but please know that we are trying to address it, and it was said no one has been out there over the six times this has happened in the last 40 years, yes I have been out there. Thank you.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Councilmember Baker

I was out there with Council member Strickland and I saw all the damage to the gentleman's house to be honest it made me sick because that shouldn't happen. I surveyed further beyond behind the house to see where it came from and how did it happen and I'm hoping we get some answers tonight when we get to that part of development. I am aware of the flooding not just over there but on the east side of Reynoldsburg. I understand we had 7 1/2 inches of rain within 90 minutes, I'm no expert but I'm not aware of any system that could handle that kind of rainfall in a short amount of time. However, it's not the first flood over in your neighborhood or other parts of Reynoldsburg so we are working diligently to rectify the issue that's been long overdue issue, it didn't happen overnight, it's years of infrastructure decay and sewer systems need upgraded and some areas. We just upgraded sewer and water out at the intersection of Lancaster and Main Street that was 90 years old. It shouldn't wait 90 years to have something replaced, we should be on top of it. Just to let you know we are aware of it we are not turning a blind eye. In 2018 my basement flooded when I lived on the east side of Reynoldsburg, so I am very aware of the issue and it will be worked with.

Mayor Begeny

To address the flooding situations, you may not have gotten a letter mailed yet, we did get it out last week. We've been trying to coordinate with the number of different federal agencies and state agencies to have a meeting to address the issue you're referring to. So if you did not get a letter in the mail you should be getting it in a couple days, we sent them out Friday. So on Wednesday, September 22 at 7 PM here at City Hall we are going to have representatives from Franklin County emergency management in Homeland security as well as representatives from the EPA and the Ohio department of natural resources water management flood mitigation department. They will be here to give you their expert opinions of it. When we met with Jeff Young from Franklin County homeland security, he did bring up one of the issues you had mentioned about dredging Blacklick Creek and issues that go along with it. Those are things that are going to have a little bit more of expertise whether it's in Reynoldsburg or the entire area Reynoldsburg all the way across. In the meantime some things I want to make sure everybody is aware of, after the rain on August 17 the areas were inspected in the following days, specifically the stormwater sewers to make sure there were no obstructions, cracks, breaks things of that nature. By the end of August 20 any debris that

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

had been in the general vicinity especially of Blacklick Creek had been removed. This year alone, you should be starting to see some sewer work done in the Roundelay area, It was adjusted from last year, after every year the city of Reynoldsburg goes to certain parts of the community and after last year's flooding we went ahead and re-organize the priorities to make sure that roundelay and those ear areas hit most severe would be that. Right now we are looking at approximately \$1 million that it's going to be coming from the American recovery act program to do some significant improvements in that area that was hit most hardly but you're looking at White Butterfly, Carrousal Drive, Promise Court, and etcetera. Last year when I was out again at Peggy's Cove we were able again to see the issue of water and stormwater versus water that was in the actual creek and things of that nature but the EPA and the other groups that will be here will be able to speak to things of that nature. As far as the interest with the developments and things of that nature, we do have our city engineer that is there to provide the engineer ring for it and they have gone through. The engineer is here tonight so when we go through the questions if there is anything that Council wants to ask tonight we can go ahead answer those. Beyond that some of the other issues that are out there with flood mitigation options, obviously the worst case scenario is that some of those houses on white butterfly are in the flood zone and then the question is in other areas of the United States where that is happened before where they look at the flood mitigation where there is a grant partnership to purchase the property and then move from there at market value. So that is an option, obviously we would like to find the best option not to do that but all issues are going to be on the table and that's what they are going to be coming here to talk about in much more detail with much more Expertise that I can do at this time. So again that is September 22 Wednesday at 7 o'clock. Please pay attention to social media notifications, you should have gotten something in the mail we went through to make sure that we got everybody. And we didn't just stop at roundelay we went almost all the way to Tanya Terrace honestly. White butterfly can continue all the way through out so to have everyone there, it will be live streamed as well so if you cannot make it. We anticipate a rather large crowd. If there's not enough room in here you will still be able to participate. We will have sign in sheets and documentation from those organizations that have the ability to answer those questions in a much more detailed way. With that I do have a few other comments, I would like to thank city attorney Chris Shook the assistant city attorney, Chief Baker in the entirety of the Reynoldsburg police department in the efforts of shutting down the Days inn. I

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

cannot comment too much about it because it is an ongoing litigation but needless to say it was a very good thing that it's going to be closed. Its temporary closed in Junction with Franklin County court, environmental court judge Stephanie Mingo. For council as well as residence here, we did have a wonderful tomato festival here while everyone was on recess. We are currently looking at future dates, we had a survey that went out and there were a few issues that came up specifically for rides and games. But obviously the community made it very clear that one of the things the community would like to see at future tomato festivals are more rides activities and games. There are some obstacles with that due to staffing and the number of businesses in Ohio that do that in the time of year that we have the festival. We are looking to have some of that clarity for you by late September early October so we can have a very specific day in mind for next year. We do have a community cleanup organization and I am extending the invitation to all members of council and members of the audience, this is an unusual community cleanup day because it's happening in October. It's October 16 from 9 AM to 1 PM here at City Hall as well as Spangler Park. We are going to have hazardous material as well as bulk material disposal. As well as our traditional shred trucks, so that will be October 16 from 9 to 1, don't worry Ohio State is not playing that day that is why we picked it,. If you want to stick around for later in the evening the community association will be partnering with the city For a Halloween party that evening. Last but not least I would like to take one moment to introduce somebody who got thrown right into things, we have our social worker who was brought on in about four days into the job, Melissa if you want to come up and introduce yourself. This is an initiative that we had started to help support our Reynoldsburg police officers. Our police officers are trained to be police officers what some of them are not trained to do or what Melissa brings to the table. For example some of what happened at the days inn. We obviously were giving the Days Inn Less than about 24 hours to vacate the property and one of the things we wanted to make sure of is if there was anyone at the Days Inn that wasn't able to find a place to live that we had somebody ready to go on site who would help make that transition all the way across and that's something that Melissa brings expertise in, to bring that ability out to our community. Not only was she doing this we have already heard from a number of people in our community that she has been a resource in some of our calls so she is working hard, this is the first program in the state of Ohio like this. We do hope to broaden the program over the next couple of years, but the reality is the situation that our officers are asked to do more and

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

more of the time and that we dedicate their resources so they can do their job the best way that they know how an expert's like Melissa will be able to do the things that she knows well. Now I would like to introduce Melissa to counsel and some of our community members. Now keep in mind that she is only been working for about two weeks so no real specific questions this is a program we are building from scratch. As a matter fact that was one of the challenges during the interview process, this is brand new. If you could design a program to meet the needs of today's world a social worker can do with the police department what would it look like and how would it be accomplished. And it was impressive enough to everybody so this is her thing and we are enthusiastically supportive of what she is here to do.

Melissa Blankenship

Thank you guys for having me and the Mayor and Chief. This has been a long process. To keep brief, it was interesting and insightful and any social worker's dream. I have been doing social work for 20 years, I have a lot of experience across-the-board between children services, medical, HIV and AIDS, home waiver based services. So services that are available to keep individuals in their homes healthy and safe in their own community, is the goal of everybody I believe that is here today. It is really innovative and exciting that this is allowed to take place here and we are starting this in Ohio and some of the other states have come a little bit further along the way but we are building it from the ground up here. It has been amazing. From day two, they said they wouldn't overwhelm me so as of day two to get to see some of the things and meet some of the individuals that they frequently come into contact with. And I will say that a large majority of what we are dealing with here on runs is social service oriented and so being able to really tap into those people and the needs of our community and maybe do some prevention and education and retention of those amazing residents that we have here to be able to retain them into our home and community here in Reynoldsburg so they are not leaving and going to other communities. We want them here to help us grow. I came here when I was two years old, my parents are back here and they still live in Huber Homes. Girl Scout troop is here, this is home for me, and I lived for 15 years over off of first gate. I couldn't be more blessed to be here and be doing what I'm doing. That is what I'm saying 2 1/2 weeks into it, the story may change in a month but that is what it is and I think you all so much.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Communications

TREASURY BOARD MINUTES AUGUST 2021

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING GRANDPARENTS DAY

Councilmember Strickland

One of the reasons I would like to recognize this grandparent's day is because three years ago my sister had passed away unexpectedly and my mother had to raise three young kids and her great grandchild. More and more you are seeing that grandparents are raising grandchildren and it's so important to put our support behind grandparents. I know Toni Kleckley is in the audience, and I would like her to say a couple words about her organization after I read the motion.

Councilmember Strickland reads the motion into the minutes.

Toni Kleckley

It is with great gratitude that our nonprofit organization, Trans4mation Now, grandparents educating minds is receiving this recognition. I am so humbled and honored to of worked with the individuals I've worked with throughout my job. Building our community resources for grandparents is one of my passions. Also, I would like to say I cannot accomplish this alone, there are others that deserve this award also, this recognition, just so happens that my husband is here in this room and he has supported me every step of the way. I am thankful to him for being there. How did I get here, 2014 my husband and I were faced with a dilemma when my daughter was incapacitated, we had to take in our grandchild overnight in our lives changed. But it also became an open door for me how to help other grandparents. That was in 2014. Fast forward to 2017, in Washington DC and a special committee on aging with Susan Collins ranking member Bob Casey came together in a bipartisanship deal that supports grandparents raising grandchildren called the grandparent Act. Across the nation approximately 2.6 million children are currently being raised by grandparents because of the opioid epidemic,

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

incarceration and other things that parents are missing from. On September 11, 2019 with the addiction crisis in mind US senator Sherrod Brown passed bipartisan bill requiring the creation of an advisory Council to assist grandparents and other relatives raising children. In creating this bipartisan deal, two Ohioan's we're chosen from across the nation to sit on his advisory board, and I happen to be one of the grandparents that were elected and appointed for that position. We have come a long way to support families of grandparents raising grandchildren but we still have a long way to go. I also want to give another statistic, in Ohio we have 240,000 children under 18 living in homes with grandparents raising grandchildren 216,000 of them are right here in our own community. Trans4mation Now , Our organization, grandparents educating minds, as we move forward with our vision for building and important network where grandparents and children are connected by learning and leading on the stress of each other, we hope to bridge the gap between generations for tomorrow's future. I have enjoyed my conversation with Councilmember Strickland about grandparents raising grandchildren, I am truly humbled and thank you for the mayor and city Council for recognizing our group during national grandparent week.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO APPROVE A RESOLUTION RECOGNIZING NATIONAL SUICIDE PREVENTION MONTH

Councilmember Strickland

Last year my cousin committed suicide. He was only 22 years old. Two months before he committed suicide, he contacted me and asked me if he could come live with me. He had some mental issues that I was aware of but at the time I didn't want him to come and live with me because I have two sons of my own at home. The entire family did not want to recognize that there was something going on with him and he needed extra help which was something we were not able to provide to him. Last year he committed suicide and we just celebrated his birthday last week.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Councilmember Strickland reads the notion into the minutes.

Councilmember Baker

I just want to thank Councilmember Strickland for bringing this resolution forward because mental health is a very big and before has been swept under the rug. You always told toughen up and walk it off but that was not the way it should be. She can help is remedy, there is no medicine to make it go away but there is treatment to help in my line of work I see people with mental health issues were seeking help because they are carrying a burden that no one should carry alone. Thank you for bringing this forward.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE MACEDONIAN HERITAGE MONTH

Councilmember Bryant reads the motion into the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE NATIONAL OVERDOSE AWARENESS DAY

Councilmember Bryant reads the motion into the minutes.

Councilmember Bryant

The reason that I felt compelled to bring the resolution for it overdose awareness is Induction knows the race, no economic or religious bounds. It can attack anyone anywhere at any time regardless of where you come from. I have had professional colleagues who have given into substance abuse and Last summer I lost someone who I

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

worked with at the Department of taxation in this shows that it can effect anybody. The person I had known for 20 years lost her life to an overdose and the people she was with left her body in a dumpster. No one deserves this, I don't care who you are or where you come from. Substance abuse is wicked, those who are left behind like the grandparents that Councilmember Strickland mentioned. I thank City Attorney Shook for doing what he is doing in engaging in treatment options for people in Mayors court. I know there is a propensity to look at it as a moral failing to many people but it's deeper than that.

Councilmember Pyakurel

Thank you for bringing the resolution and on that line the community members can take training. The Reynoldsburg Police have training, I have taken the training with Columbus Police a long time back. We can save a life with less than 10 minutes of training. It's a very important thing that all of us can take abs be ready when it's needed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO RECONSIDER ORDINANCE NO. 107-2021 AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY

Director Dorman

The next 3 ordinances that we are going over are reconsideration. When we put these through we hadn't received the money from the Rescue Act Fund yet. We went through and approve these and discussed the just of each one but if you have any more questions I'm happy to answer them.

Motion by Councilmember Pyakurel to reconsider Ordinance No. 107-2021. Second by Councilmember Baker. Motion carries.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Motion to amend Ordinance No. 107- 2021 to add emergency language and correct the appropriation account information for the American Rescue Plan Act by Councilmember Baker. Second by Councilmember Strickland. Roll Call: Cotner - Aye; Baker -Aye; Bryant - Aye; Strickland - Aye; Salvati - Aye; Pyakurel - Aye; Lawson-Rowe - Aye. Ordinance No. 107-2021 was amended.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO RECONSIDER ORDINANCE NO. 108-2021 AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR A TRAFFIC SIGNAL INTERCONNECT AND PREEMPTION SYSTEM ALONG THE MAIN STREET CORRIDOR (BRICE TO WAGGONER ROADS), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Director Dorman

Same as before, just setting the funds in the account that has been established by the Rescue Act.

Councilmember Baker

With this system, have you all started thinking ahead to other intersections in the City?

Director Dorman

Yes, when we get into the actual study and look at all the intersections and everything we need as far as supplies, best positioning for the cameras and that sort of thing.

Motion by Councilmember Baker to reconsider Ordinance No. 108-2021. Second by Councilmember Lawson-Rowe. Motion carries.

Motion to amend Ordinance No. 108- 2021 to add emergency language and correct the appropriation account information for the American Rescue Plan Act by Councilmember

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Bryant. Second by Councilmember Strickland. Roll Call: Cotner - Aye; Baker -Aye; Bryant - Aye; Strickland - Aye; Salvati - Aye; Pyakurel - Aye; Lawson-Rowe - Aye. Ordinance No. 108-2021 was amended.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Louis Salvati, Councilman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

A MOTION TO RECONSIDER ORDINANCE NO. 110-2021 AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE HILL ROAD METHODIST CEMETERY IMPROVEMENTS AND APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY

Motion by Councilmember Strickland to reconsider Ordinance No. 110-2021. Second by Councilmember Baker. Motion carries.

Motion to amend Ordinance No. 110- 2021 to add emergency language, correct the cost of the project to \$26,000, and correct the appropriation account information for the American Rescue Plan Act by Councilmember Salvati. Second by Councilmember Pyakurel. Roll Call: Cotner - Aye; Baker -Aye; Bryant - Aye; Strickland - Aye; Salvati - Aye; Pyakurel - Aye; Lawson-Rowe - Aye. Ordinance No. 110-2021 was amended.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reports

Clerk of Court Report

CLERK OF COURT REPORT

Clerk Prasher

The Clerk of Court submitted monies collected from July 1, 8, 15, 22 and August 9th in the amount of \$20,060.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

RESULT: READ INTO THE MINUTES

Auditor's Report

AUDITOR'S REPORTS JUNE, 2021

Clerk Prasher

The Auditors Office submitted the budget by classification for the month of June 2021.

RESULT: READ INTO THE MINUTES

CITY OF REYNOLDSBURG FRANKLIN COUNTY SINGLE AUDIT JANUARY 1, 2020 – DECEMBER 31, 2020

RESULT: READ INTO THE MINUTES

West Licking Fire District Report

WEST LICKING FIRE DISTRICT

Councilmember Baker

The statistic numbers are in your packet but the same as always, the response times are impeccable for the places they have to run all of the west side of Licking County, which is a vast part. I would like to commend all the men and women firefighters for the work they do in the West Licking Fire District. For Reynoldsburg and the western portion of Licking County, there has been a lot of progress for the new fire house being built on Taylor Road. We should have some rendering and drawings here very shortly. I would like to have a public forum for people to come and look at those drawings and get some input before we approve the final plat so we can make sure its Reynoldsburg specific. So far it is going to be specific, we are not following some cookie cutter design. I told them I want something that is specific to Reynoldsburg, so I am excited about that and it should be coming down the pipe here very soon.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

RESULT: READ INTO THE MINUTES

Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee meeting for September 13, 2021.

Members in attendance are Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Baker and President Jenkins.

An Ordinance to Approve the Final Plat Plan for the Rose Hill Townhome Development

Director Bowsher

Planning commission has approved this. Based off the ORC it has to go this route when we approve a residential development after planning commission we do a preliminary plat at that time and we do a final plat afterwards. Planning commission has approved this and now it is for your final approval so it can be recorded with the county. There have been no changes since its original conception.

Councilmember Baker

With the flooding issues, I know we are now holding developers' feet to the fire and making sure they are doing what they say they are doing compared to the past, helping mitigate the flooding issue in that area. I did look at that area when I went behind that gentleman's house and I did see the results of flooding. I want to make sure what we are doing on our end, something like that is not going to happen again. I know we can't promise that it won't but I know we sure can try that it doesn't. I don't know if you've been talking to them about the retention pond, I know they were putting one back there and it's still in construction so it's not fully functioning. I just want to make sure for the residents that are here and listening that we're not just letting them fill something there just to say they have something. And also if you

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

could adjust the comments about the national church residence and how that conspired.

Director Bowsher

I'm going to take the second one first and then I am going to ask our city engineer Ryan Andrews in accompanying me in answering some of those more engineering specific questions. But to encapsulate what you were talking about and I believe is thrown out there that there are 3 acres. There is only 3 acres that are buildable, Ryan Homes also purchased the land up to the north and it did not need rezoned, it was already zoned SR, it got a conditional use. We did have several conversations with national church residencies during 2020. It was a month before the pandemic happened and it was unfortunate. They shut down their operation and they said they were fearful of how many new applicants and residents they would have moving in and also forwarded a second senior living residency on a parcel that we will be talking about next. So to potential seniors living options both declined and backed away. This was pretty much spread across the board. We started working with the property owner Ted Lemon, they approach Ryan homes to us and we started working with them. They are not building in the flood way, I want to make that very clear. I think the total buildable acres is maybe 4 and that does include the parcel to the north. That wasn't rezoned it all so I want to make that very clear. As far as engineering is concerned, I will let Ryan touch on that, but we did ensure that they sized it correctly for the detention pond. In fact it's oversized for the area because we knew there was a shooting problem from the elementary school just to the south with that I know he reviewed the plans and I will let him give his statement on what he reviewed to the major site plans.

City Engineer Ryan

We review plans on behalf of the City of Reynoldsburg for any development that comes into the City. Invisibly we look at a number of things but we're really guided by the local standards and requirements of the City when it comes to things like storm water management, floodplain. We are verifying that the plans are verifying to the City storm water code and design manual and also the City's flood hazard protection

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

zone requirements. As well as FEMA specific guidance and requirements for development in or near or around floodplains. We reviewed that particular plan for the rose hill development for the city and we made comments back to the designer engineer and developer along the way as Andrew said they have designed their Storm water management appropriately for their site. As far as we saw they followed all the rules that are in place to guide this type of development. I'm happy to answer any questions you have more specifically about it.

Councilmember Bryant

It sounds like there was a lot of concern that this was being built up and it would cause a runoff onto other properties.

City Engineer

In terms of runoff, whenever a development takes place we're always trying to make sure that in the post developed condition it drains to the same place that it does prior to the development. That's one thing that is part of the cities Storm water design manual that we follow. In this case, once the construction is complete, all of the runoff per se will be channeled toward the stream as it is today. In terms of building up the development, there are probably a couple areas within the development that they have increased the grade to protect the homes or condos being built there. That is outside of the floodway so there is nothing that prohibits that.

Councilmember Strickland

Do you know how many retention ponds we are going to have in that particular area?

City Engineer

There is just one with this particular development.

Councilmember Strickland

Let's say 10 years from now, we are seeing issues with that particular area. Will someone come back and dig deeper hole and how can we try and mitigate that up front.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

City Engineer

As part of the cities EPA permit, so we have a permit to discharge Stormwater to the drains as the city of Reynoldsburg, as part of that permit one thing we are required to do is to make developers provide a long-term maintenance plan for their stormwater controls, for their pond. So they're actually required to come back and do their own inspections and make repairs or do maintenance to the pond if needed. Where the city can go out and inspect if we find that they are delinquent in their responsibility to maintain the ponds and we can require them to do that.

Councilmember Strickland

One thing that I heard when I was there a couple weeks ago talking to neighbors was that now that the townhomes are there they are flooding even more. Can you explain a little bit about that, is it because Ryan is now building these townhomes is there any issue where this water is flowing?

City Engineer

I don't think so. I understand there was a big rain event something change and there is a desire to connect it to you, the development happening along with this big rain event. In reality the Blacklick Creek watershed is huge and adding a little Phil here, grading a pond, really has an inconsequential affect in the way the floodplain in the stream operate. What you dealt with on August 17 was a rainfall event that was pretty monumental. We are talking 3 1/2 to 4 inches in three hours. I'm not a meteorologist but engineers we do look at these rain events because we are studying Stormwater in Stormwater management. They talk about recurrence intervals, so if it's going to happen once every 10 years they call it a 10 year rain event. I don't know if the statistical analysis on this brain of it is complete but based on the things that we saw in terms of total rainfall volume in a short duration of time we are talking about a 100 to 500 a year rain event. Outside of that particular area with the Rose Hill development, I know you've got the briar cliff development there are a lot of homes inside Briarcliff that I'm fortunately is now identified as floodway and floodplain and they are at risk because of it. Obviously, things weren't studied like that back in the time with those homes were developed and it's unfortunate. The event the mayor

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

talked about with the open house is a good event for those homeowners to come and talk about, I know the one individual who talked about her house flooding six-time over the course of not that many years. I know those things are good testimonies to have and to share at an event like this. When those agencies with grant assistance they tend to focus more on the properties that are at high risk rather than trying to fix the stream because fixing the stream is almost insurmountable.

Councilmember Pyakurel

As many may not agree I do agree that climate change is happening that's a real thing. Unexpected weather conditions are happening more frequently and with the new development are they going to be prepared and have solutions for things like unexpected weather conditions, are those things planned going forward for this particular development?

City Engineer

When we review plans we review them against the current code and requirements of the city. One of the things we are doing right now is planning on revisiting the storm water manual. I think there's an opportunity for us to potentially look at opportunities to do you incorporate different standards and factor in different levels of safety because we are seeing whether you believe in climate change or not over the last 18 Months we've seen three storms in Reynoldsburg that are pretty phenomenal. They've created a significant amount of flooding. Engineers and planners to focus on stormwater are looking at it globally and around the country. When we set up standards we always look at historical data. What happened in the past you think that's going to predict what happens in the future. One of the things we are looking at now because of climate change is the intensity of the storms. Is maybe to say that's not the best approach we have to be a little different about how we predict what's going to happen in the future. I think there is a shift in the industry to look a little bit more into the future and do a better job of planning for bigger storm events. But that doesn't help an existing develop neighborhood like we're talking about here that was built 50 or 60 years ago where there's a little opportunity for us to get in there and "fix this."

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Councilmember Cotner

Just a moment ago you said 50 or 60 years ago those homes weren't in the floodplain did that change because standards and rules changed or because the community changed?

City Engineer Ryan

It changed because studies were done by the flood insurance program and I think our maps are dated 2008 right now. So the last time a significant study was done to evaluate floodplain in Reynoldsburg is when those were published in 08. I can't tell you the history of when those were first done just sometime between when those homes were built in that study in 2008 there was an initial study probably that identified in about the floodplain in floodway.

Councilmember Cotner

But now they are in the floodplain and are required to have flood insurance and most lenders aren't even going to deal with them.

City Engineer

If they have a mortgage yes I would imagine most of those people have flood insurance or if their home is paid off they may choose to no longer have it.

Councilmember Cotner

This was promised as national church residence, this wasn't a maybe it was this is what it's going to be. That certainly would be less people driving and less occupants. What's the difference of where we are now how many units are in this how many cars? I know some of those are maybe not exact numbers but this is a big difference from senior retirement community.

Director Bowsher

That senior retirement community, when we showed pictures was going to be roughly 3 stories and was modeled after one they were building in Gahanna. What we were

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

talking about now is 79 townhome units. There was certainly going to be more than 80 units inside of this for senior living. So the amount of traffic or cars on Rosedale would probably increase. So to say that there is more of an impact now, I will politely disagree.

Councilmember Cotner

I will politely disagree, we will leave it at that.

Councilmember Bryant

I have a follow up to the comment about flood insurance, I've had people talk to me about the fact that they cannot get flood insurance because they are told they are not on a floodplain but they are clearly affected. They are losing everything they own in their basements every time this happens. Do we know anything about who is and who isn't compared to who is being affected?

City Engineer Ryan

Yes I think that some of that could be a scenario where someone is very close to it, maybe the line on the study that was done 13 or 14 years ago maybe their house is out of it. But again those studies are done with aerial photography so they are not 100% accurate. These are things that you get from the FEMA website in the best available information but it may not always be 100% true. You may get a lot of people who probably live near but may not be on the map but it still affects them because they are so close.

Councilmember Baker

I know it's still under construction but when you are done there is going to be nature around the retention pond, it's not going to be concrete slabs or something like that?

City Engineer Ryan

I don't get too involved in looking at the landscape plans and I know there's going to be an access back to it but I do not think it's paved I think it is going to be pretty natural.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Councilmember Baker makes a motion to forward the Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Councilmember Cotner voted Nay. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property Located on East Main Street to be Owned by the City of Reynoldsburg for a Public Purpose, and Declaring an Emergency

Mayor Begeny

I'm going to give you a brief timeline of events. We are all familiar with the property in question across from the cemetery on Main Street. Approximately sometime in May, this Homewood apartment complex was before BZBA to purchase this particular property. At that point in time build apartment complexes there, however at that time it did not meet the needs of the BZBA and was rejected. Probably in about 30 minutes of that rejection, I got on the phone with our city auditor Cicak and spoke with him about purchasing that particular property. He was enthusiastic about it at that time and Director Bowsher and I got to work on getting our plans to you and executive session on June 14. What we would like to do at this point in time is move forward with the purchase. However I will give you the intent and purpose of the entirety of everything. Do you recall home with Holmes was looking to purchase the land and have the 4 acres on the Franklin County Side being used for a major medical provider? However the major medical provider was not able to commit, we are in negotiations with them now for a potential development deal. The other side of things we have another group that we are working with as well for the commercial development of things. So what we decided to do please take a look at the community comments that had come in at that point in time and apartments were not anything that anyone wanted in that area the time but we wanted to increase our income for the major medical provider to come in that is what we presented to you on June 14 and since the negotiations have been going on.

Director Bowsher

Two parcels that we are taking a look at roughly about 14 acres for the total. Half of it in Franklin County and half of it in Licking County roughly. For an overall purchase

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

price of 1.15. We ask that you approve this and let the mayor entering the contract we certainly have a letter Intent, Very hopeful that it will be there before you see this again later this month. Great communication and great talks with other commercial users. One of the problem with the way that it is that they only wanted to sell the land to one particular user, so we find ourselves in a really fortunate position and a great price. We are still able to get a major medical provider and utilize the rest of the land for other commercial uses. It will bring jobs prosperity and really great attractions to the city. I ask that you consider this and move this along.

Councilmember Cotner

So the city would be purchasing it and it says for public use but is it going to be sold these medical providers at cost and are we going to be made whole? What does the financial future look like?

Director Bowsher

Correct. It will be very similar to some of the other development deals that we have entered into. We are still under negotiation with this medical development as to what the purchase price will be. But we would certainly be made almost entirely whole just on their 4 acres parcel.

Councilmember Cotner

OK and their developers are going to put in their own infrastructure and handle those things as well? Still the keyword in there is that we would be almost in there others that we could argue aren't being made hole that the taxpayers are still paying businesses as opposed to the residence benefit. We are just making it easier and faster for a business to do their job. I do think it's a good purchase and a good deal as far as the price, I am all for that. Just once we purchase it I want to see that the city is made home.

Director Bowsher

I think we all want to see that.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Councilmember Cotner

These dollars would then come from the CIP? What does that leave our balance at auditor Cicak?

Auditor Cicak

The balance is in the report, we are getting close to running out of the fund but we are transferring money from the general fund into the CIP fund tonight to cover purchases. The other one that is going to come up is the bearing of the power lines. I've been working with the mayor and looking at the funds to make sure we have enough cash flow for the last three months of the year. We are going to be OK. If the deal pans out as it has been sold to all of us for the amount of money that we are going to get back, this is a great deal. If not, I will just say I was here to tell you how much money you had. The fund does take a while to build back up the CIP. That's a very real issue, we may have to readdress how we allocate our dollars. In the beginning of the year it was always 73, 12 and 15 in your initial training when I explained how the Dollar gets broken down into different funds that may have to change so we can build it back up for the street program in the summer. But for right now we can do this.

Councilmember Cotner

In the transfer you mentioned that's going to take place tonight, that's from the general fund?

Auditor Cicak

Yes.

Mayor Begeny

While we're on the topic of this, as some of you may or may not be aware of the property on the corner of Lancaster and Main, The Happy Dragon, that building was demolished. The cleanup process will begin tomorrow and we hope to have something back to you possibly as early as the September meeting for the purchase agreement to recoup some of the costs from that. If it's not the September 27 meeting

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

it will be the month of October. We are very close and should have some design sketches in the not too distant future and it being on planning commission again maybe as early as October or November. So that is something we will be able to get off the books and get compensated for it back again.

Councilmember Baker

This basically sounds like high risk high reward and I hope we come out on the reward and not the other.

Councilmember Cotner

I'm confident in the value of the property, I think that's a great deal and I think we will come out even. I think they're a great opportunities and we don't want to be up here hoping we want to make sure we are making the right decisions and I think that land that's been sitting there for so long is a great opportunity and it's wonderful that the city is taking the steps to do that I just want to make sure that is made whole, that is my only concern. As long as we manage it correctly there is no reason it shouldn't.

Councilmember Baker

I agree with you and I said it before we have to invest in ourselves. We tell our kids to invest in themselves and work hard so as a city we need to invest in ourselves and I'm sure we will come out on top.

Councilmember Baker makes a motion to forward the ordinance to counsel for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

There is no Public Safety, Law & Courts Committee meeting.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Public Service & Transportation Committee

This is the Public Service and Transportation Committee meeting for September 13, 2021.

Members in attendance are Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Strickland and President Jenkins.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the Engineering, Plans, and Preparation of Bid Documents for the 2022 Street and Sidewalk Maintenance and Repair Program and Appropriating Funds Therefore

Director Dorman

This is a program that we bring before council every year. This is our 2022 street program including our sidewalk program which we initiated this year actually. This is for the design work proposal from EMH&T included in your packet as well as a list of propose streets for this year. That is based on when we get our final numbers in from the engineer and it goes out to bid. Especially now a days with the shortfall of materials and prices fluctuating on things. Sometimes that makes us cut down on some of the work. This is just for the design portion. The bigger one to point out is on Broadwyn that is a complete redesign. Actually creating more of what you see in a traditional streetscape especially in an older neighborhood and historic area do you have a tree lawn curb and street trees and creating a really nice walkable street along there. If you have driven down there recently you've seen for some reason there's fire hydrants in the street not protected in the curve is no longer there. This will really improve the character along that street.

Councilmember Strickland makes a motion to forward the ordinance to Council for first reading. Second by Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing EMH&T to Conduct Survey and Preliminary Engineering Design Services for Waggoner Road Improvements, and Appropriating Funds Therefor

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Director Dorman

Today we did submit our application OPWC for funding. For phase 1, if you remember we went to counsel a few weeks ago regarding supporting the application for funding for phase 1 which is from Priestley down to Main Street. If we are rewarded that will be the first phase of this project. Prior to getting into the project we have to go out and do some preliminary survey, this is a very long Corridor and fairly extensive survey because of the amount of properties to deal with and street crossings, curvature of the road, these are the things we're trying to figure out on how we can improve the safety of that road. Also providing safe and adequate pedestrian crossing and walkable. We had a really good public meeting a while back. Had quite a few people about 30 even though there was a big storm that evening. We have received a lot of favorable feedback from residents as well. We sent letters out to every single person along that Corridor, including the subdivisions that come off of that like Jordan Crossing. We feel we have a really strong application in this just to get us a little ahead of the curve, to get the survey work done so we can start paying property owners and to figure out what we need to do, if we do need to approach anyone at all. Our goal is obviously to not affect anyone's property but if we do this will at least get us a starting point for negotiations and that sort of thing.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second buy Councilmember Lawson-Rowe. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract with Complete General Construction Pertaining to Main Street Utility Relocation Project (Main Street and Lancaster Avenue Intersection), Appropriating Funds, Waive Competitive Bidding, and Declaring an Emergency

Director Dorman

Yes I believe you may be familiar that years ago the city did a fairly extensive relocation project along probably from our corporate limits all the way down to Blacklick Creek. For some reason this little section of utilities was left off which is strange because the utilities go under the creek and then come back up and go to that

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

intersection. And that intersection is the spaghetti of wires going across the traffic signal. Then it continues down Lancaster. We started talking about this Main Street project and every time we walk out there we talk about why leave these up right now as there are safety issues. And cleaning up the aesthetics of the cord. As Auditor Cicak mentioned earlier we kind of all sat down and talked about it and felt now or never if we don't bury these it will not be done in the future, \$4 million dollars. We felt now is the best time in and talking to Jack who is the owner of the Happy dragon prior to brought up many stories of cars that would come up to the building in the middle of the night, whether they were driving around or drunk, he had lots of cars that would almost end up at the drive-through window in close to hitting the building. So obviously we are concerned and want to push those back because if they fall, lots of them have transformers on them and that would take out a big section of the city as well. Our goal is to now do this, We have talk to AEP as well and they are ready to do this now because they have a circuit that they need to redo an add in 2022 or 2023 so he felt this is a great time to take care of this. Complete General is the same contractor that did work for the city a few years ago. They worked with me in New Albany when we buried all of the utilities in the historic area of New Albany as well. Very good contractor versed in this. They will be the utilities then put the storm sewer in.

Councilmember Baker

Is that the reason why that section of Main Street has not been paved?

Director Dorman

Correct. It's part of our project as a part of the grant. That section from Waggoner down to Davidson.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Finance & Administration Committee

This is the Finance and Administration Committee meeting for September 13, 2021.

Members in attendance are Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Chair Salvati and President Jenkins.

An Ordinance to Authorize the Mayor to Enter into a Contract with CivicEngage Central for Website Design and Appropriate Funds

Mayor Begeny

This is hopefully the last in a long track of trying to get our website re-designed. Our original website provider was unable to fulfill due to unfortunately loss of life due to Covid. Including a family member as well as one of the lead programmers and they felt they were not going to be able to fulfill this part of the contract. So at that point in time we engaged and started looking for other developers, other website designers, and looked at a number of them and we came to Civic Engage. Well the initial cost itself is under the \$25,000 threshold, city attorney Shook and I and Jennifer Clemens from communications all felt that it would be best to bring this to Council because the two-year service agreement that comes to a total of \$4725.00 total dollars would be over that \$25,000 limit. We did not want to feel like we are misleading or misunderstanding where the money is coming from or how it would be spent. On the bright side due to some great accounting work by Joni and the auditor's office, we were able to utilize some of our remaining care act dollars that would have to go back to the federal government, instead we are going to be appropriating some of that from the Licking County share and Franklin County share of the cares act dollars to help fund it. Originally they were coming from the budget so this will actually save us money in the long run all the way across. Civic Engages primary commitment is to safety and security. I don't want to tell you what they said as far as how often their securities have been breached because I do not want to jinx them but if you're reading that you can tell rarity is a strong word for it. This will allow the city of Reynoldsburg not only to live stream Council meetings but other events direct to the website itself. Specifically I see you won't have to necessarily go through Facebook, for those who

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

do not want to wait or have access to Facebook, They can see it right from the website itself. As well as a number of bells and whistles. Members of the different offices have given their suggestions of what they would like to see from the website as well and those will come into play, this is on for three weeks however if you prefer to have the website done sooner no one will argue with you but I completely understand having this go through in three reads. Is there any other questions I am happy to entertain them

Councilmember Strickland

Have you seen some of the websites that Civic Engage actually designed? Making sure that the RPO is up so that there's no issue when it comes to a lag and things of that nature.

Mayor Begeny

Yes it was actually between this And if you other incidences but it was actually the security aspect what is the selling point all the way across. Most of the other prices were comparable but this one with the added security was there. They are familiar with the city of Reynoldsburg in the central Ohio area as well, all of them have slipped my mind at the moment but I will get them to you tomorrow. I'm very confident in what they will be able to do for the city.

Councilmember Salvati makes a motion to forward this ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carries.

An Ordinance to Transfer Funds for the Purchase of Real Properties to be Used by the City of Reynoldsburg, and Declaring an Emergency

Director Bowsher

As the auditor had mentioned before, this is the transfer from the general fund to the CIP fund so we can utilize said funds for the purchase of the parcel that was discussed earlier this evening.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Councilmember Salvati makes a motion for the ordinance to be forwarded to Council first reading. Second by Councilmember Baker. Motion carries.

A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor, and Declaring an Emergency

Auditor Cicak

This legislation comes before you to except the tax rates from Franklin County and the next one will be for Licking County. They are due by October 7. I want to think Clerk Prasher, preparing this for Council, she was on the ball and getting it on the agenda before even being asked to do so. The information is in the packet and I'm happy to answer any questions.

Councilmember Salvati makes a motion for the ordinance to be forwarded to Council first reading. Second by Councilmember Strickland. Motion carries.

A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor, and Declaring an Emergency

Councilmember Baker

When will we be getting information for Fairfield County?

Auditor Cicak

I will follow up with a direct answer for you but it's something we do not have yet.

Councilmember Salvati makes a motion for the ordinance to be forwarded to Council first reading. Second by Councilmember Bryant. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract for City Insurance for 2021-2022, Waiving Competitive Bidding, and Declaring an Emergency

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

Director Boller

This is the legislation for our liability, automobile and property insurance. This is just to renew that insurance. We did not choose to go out this year simply because we went out to bid last year, that's why we changed midstream. We did have a pretty high claim that they paid out so it probably wouldn't be a good time to market ourselves again. The emergency language is because we do need this coverage in place by October 14. I will have those final premium numbers to you at the next read.

Councilmember Salvati makes a motion for the ordinance to be forwarded to Council first reading. Second by Councilmember Bryant. Motion carries.

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
----------------	----------------------------

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE ROSE HILL TOWNHOME DEVELOPMENT --- Baker. Development, Parks and Recreation Committee.

Councilmember Cotner is not supportive of the ordinance, but it will still move forward for a first reading.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED ON EAST MAIN STREET TO BE OWNED BY THE CITY OF REYNOLDSBURG FOR A PUBLIC PURPOSE, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; CREATING SIX INCENTIVE DISTRICTS, THE CITY OF REYNOLDSBURG INCENTIVE DISTRICT #1A, CITY OF REYNOLDSBURG INCENTIVE DISTRICT #1B, CITY OF REYNOLDSBURG INCENTIVE DISTRICT #2, CITY OF REYNOLDSBURG INCENTIVE DISTRICT #3 WITHIN THE CITY, CITY OF REYNOLDSBURG INCENTIVE DISTRICT #4A, AND CITY OF REYNOLDSBURG INCENTIVE DISTRICT #4B WITHIN THE CITY; DECLARING THE IMPROVEMENTS TO REAL PROPERTY WITHIN THE INCENTIVE DISTRICTS TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY WITHIN THE INCENTIVE DISTRICTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE OR TO BE MADE TO DIRECTLY BENEFIT OR SERVE THE PARCELS FOR WHICH IMPROVEMENTS ARE DECLARED TO BE A PUBLIC PURPOSE; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES DURING THE PERIODS OF EXEMPTION; ESTABLISHING MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUNDS FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND APPROVING RELATED MATTERS, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2022 STREET AND SIDEWALK MAINTENANCE AND REPAIR PROGRAM AND APPROPRIATING FUNDS THEREFORE --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY AND PRELIMINARY ENGINEERING DESIGN SERVICES FOR WAGGONER ROAD IMPROVEMENTS, AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO MAIN STREET UTILITY RELOCATION PROJECT (MAIN STREET AND LANCASTER AVENUE INTERSECTION), APPROPRIATING FUNDS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH CIVICENGAGE CENTRAL FOR WEBSITE DESIGN AND APPROPRIATE FUNDS --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL PROPERTIES TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE FRANKLIN COUNTY AUDITOR, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE LICKING COUNTY AUDITOR, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY INSURANCE FOR 2021-2022, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

Consent Agenda for Second Reading

RESULT: REFERRED TO COUNCIL

AN ORDINANCE ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RUMPKE TRASH AND RECYCLING FOR RECYCLING PROCESSING GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES, AND VARIOUS SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO --- Strickland. Public Service and Transportation Committee.

Consent Agenda for Third Reading

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bhuwan Pyakurel, Councilman
SECONDER: Stacie Baker, At-Large Councilmember
AYES: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

112-2021

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST OF THE POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
September 13, 2021**

113-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LOCAL WASTE SERVICES LTD. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES, AND VARIOUS SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO --- Strickland. Public Service and Transportation Committee.

Councilmember Baker

What is the difference between this ordinance and the one for Local Waste?

Mayor Begeny

Local Waste will be accepting your curbside recycling and then Rumpke will accept the waste for recycling it at their facilities.

Councilmember Baker

Right, yes that is correct.

Councilmember Cotner

Resident commented earlier about bulk pick up. Local Waste definitely talked about it, I know that this is a change, Rumpke has done great so I understand reservation. They will still take the things removed from a home, your remodeling a bathroom and throwing out a toilet, they will take it. The gentleman that came that night said if you're a contractor cleaning out a whole house, then you will be expected to pay for something like that. Aside from that, our general bulk pick up will not change with Local Waste services. We are going to give them a chance and let's hope they live up to the promises because they presented it very well.

Other Council Matters

Councilmember Lawson-Rowe

I would like to share that the citizen's police academy is underway. Officers Marshall and King are facilitating it. I enjoyed the first class, the second class I had a conflict and I will be making it up but I would like to invite Council along with neighbors, to participate in the academy, it will give you a greater understanding of what the men and women in uniform do

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL September 13, 2021

to take care of us here in the City and I recommend it. There are upcoming academies beginning in January, so please look for next time. There are about 20 or so in the class.

Councilmember Baker

The Blues and Brews is coming up, so please come out and support. I did enjoy getting dunked in the tank at the Tomato festival, the water was cold and it was for a great cause. And my tradition of thanking the men and women in the service industry, nurses and doctors. They are working hard still in this pandemic. The high school football team has another big match up this weekend against Olentangy. At the next meeting I am going to bring up speeding in the residential areas, just for a heads up to Council, bring some questions and solutions. I just wanted to give that a heads up.

Councilmember Pyakurel

The Heroes for Heroes, I want to thank Reynoldsburg for putting that on. My son and I completed our second 5K of the year and just want to thank them for doing that.

Upcoming Meetings

September 16, 2021 BZBA

September 27, 2021 Council

October 7, 2021 Planning Commission

October 11, 2021 Council

October 21, 2021 BZBA

October 25, 2021 Council

Adjournment

Mollie Prasher

Mollie Prasher, Clerk of Council

Leanora Jenkins

Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of Sep 13, 2021 6:30 PM (Approval of Minutes)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: September 27, 2021**TO:****CC:****RE: Treasury Board Minutes for September, 2021**

MINUTES
CITY OF REYNOLDSBURG
TREASURY INVESTMENT BOARD MEETING

September 21, 2021

The September meeting of the Treasury Investment Board (T.I.B.), was called to order at 10:03 a.m. by Chairman Begeny. Members present were, Mayor Joe Begeny, and City Auditor Stephen Cicak ,

The Auditor presented:

Fund Balance Report dated August 31, 2021; Meeder Monthly Investment Report dated August 31, 2021 ; U.S. Department of the Treasury Yield Curve Rates

The next meeting of the T.I.B. will be Tuesday, October 19, 2021 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:10 am.

Respectfully submitted,

Joe Begeny
Mayor



Attachment: 092121 Treasury Minutes (Treasury Board Minutes for September)

CITY OF REYNOLDSBURG
FUND BALANCE REPORT
August 31, 2021

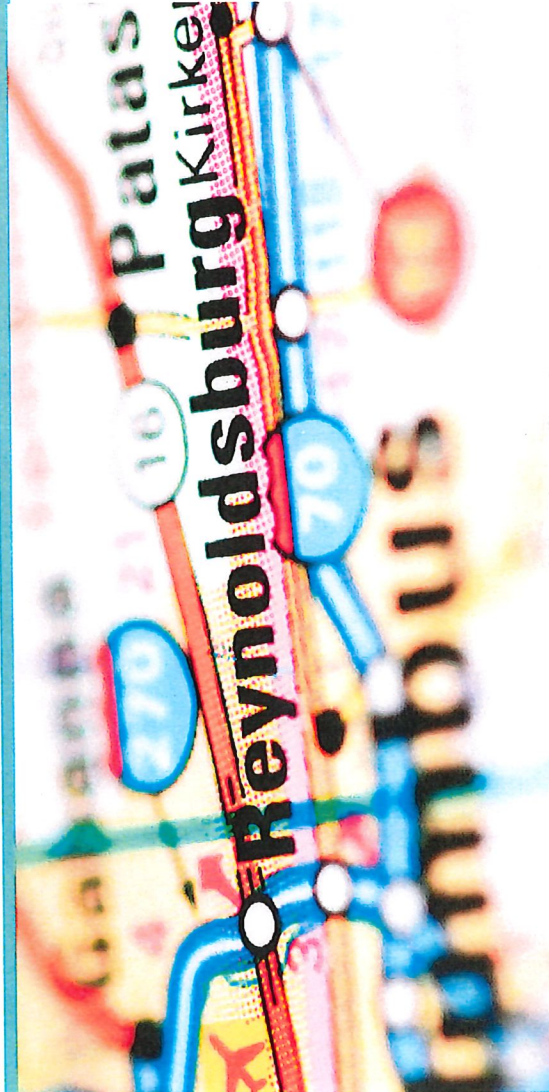
Fund	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	\$14,354,984.93	\$17,411,760.51	\$16,456,644.64	\$15,310,100.80	\$2,378,763.90	\$12,931,336.90
201 - Fema Federal Emergency Mgmt Agen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
203 - Cares Act (CRF) Franklin Cty	\$8,935.99	\$0.00	\$0.00	\$8,935.99	\$2,000.00	\$6,935.99
204 - Cares Act (CRF) Licking Cty	\$36,482.79	\$0.00	\$28,516.31	\$7,966.48	\$0.00	\$7,966.48
205 - Cares Act (CRF) Fairfield Cty	\$7.67	\$0.00	\$0.00	\$7.67	\$0.00	\$7.67
206 - American Rescue Plan Act	\$0.00	\$2,007,396.93	\$0.00	\$2,007,396.93	\$0.00	\$2,007,396.93
211 - Computerized Needs (courts)	\$181,991.22	\$9,990.00	\$9,407.83	\$182,573.39	\$62,903.06	\$119,670.33
220 - Income Tax Fund	\$3,454,468.78	\$852,116.28	\$673,051.99	\$3,633,533.07	\$3,464,959.06	\$168,574.01
230 - Permissive Tax Fund	\$2,204,240.02	\$440,015.04	\$1,550,000.00	\$1,094,255.06	\$488,973.23	\$605,281.83
240 - Police Pension Fund	\$218,264.78	\$253,729.16	\$3,345.06	\$468,648.88	\$0.00	\$468,648.88
250 - Sewer Capacity Fund	\$174,678.81	\$157,776.74	\$32,213.24	\$300,242.31	\$0.00	\$300,242.31
260 - Street Fund	\$3,166,555.45	\$1,345,686.40	\$764,976.92	\$3,747,264.93	\$263,514.60	\$3,483,750.33
270 - State Highway Fund	\$404,007.18	\$107,078.83	\$65,411.56	\$445,674.45	\$35,221.44	\$410,453.01
282 - Cops in School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
283 - Cops More Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
285 - Endowments & Contributions	\$390,728.75	\$1,613.06	\$0.00	\$392,341.81	\$0.00	\$392,341.81
286 - G.R.E.A.T. Grant Fund	\$550.00	\$0.00	\$0.00	\$550.00	\$0.00	\$550.00
287 - Reynoldsburg Recovery Court	\$39,721.60	\$0.00	\$0.00	\$39,721.60	\$0.00	\$39,721.60
290 - Law Enforcement Fund	\$106,294.28	\$79,058.13	\$1,675.32	\$183,677.09	\$967.08	\$182,710.01
291 - Drug Enforcement Fund	\$47,968.74	\$70.00	\$0.00	\$48,038.74	\$0.00	\$48,038.74
292 - Safety Belt Program Fund	\$4,376.00	\$0.00	\$0.00	\$4,376.00	\$0.00	\$4,376.00
293 - DUI/Education/Enforcement Fund	\$18,304.19	\$1,220.00	\$0.00	\$19,524.19	\$0.00	\$19,524.19
294 - Federal Forfeiture Fund	\$151,175.27	\$130.00	\$0.00	\$151,305.27	\$0.00	\$151,305.27
295 - Law Enforcement Asst Fund	\$57,121.76	\$0.00	\$0.00	\$57,121.76	\$0.00	\$57,121.76
297 - Edward Byrne Fund	\$3.42	\$0.00	\$0.00	\$3.42	\$0.00	\$3.42
298 - Secure Our Schools	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
299 - Indigent Drivers Interlock Fund	\$16,077.59	\$0.00	\$0.00	\$16,077.59	\$0.00	\$16,077.59
310 - General Debt Retirement Fund	\$2,574,601.94	\$2,572,304.84	\$669,656.39	\$4,477,250.39	\$0.00	\$4,477,250.39
320 - Special Assessment Debt Ret Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
330 - Taylor Sq Tif Debt Retirement	\$290,647.91	\$570,475.00	\$17,736.60	\$843,386.31	\$0.00	\$843,386.31
410 - Capital Improvements Fund	\$6,974,365.93	\$5,683,042.30	\$4,124,142.63	\$8,533,265.60	\$6,723,953.57	\$1,809,312.03
420 - Sidewalk Construction Fund	\$898,578.60	\$739.00	\$0.00	\$899,317.60	\$99,425.47	\$799,892.13
440 - Brice-Main Streetscape	\$0.08	\$0.00	\$0.00	\$0.08	\$0.00	\$0.08
450 - Rosehill Road Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
605 - Arts Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610 - Delinquency Prevention Fund	\$16,554.81	\$0.00	\$0.00	\$16,554.81	\$0.00	\$16,554.81
615 - Beautification Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - French Creek Footbridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640 - Supervision and Inspection	\$182,856.92	\$433,750.00	\$129,973.50	\$486,633.42	\$458,008.16	\$28,625.26
650 - Plot Grade & Utility	\$153,719.82	\$21,050.00	\$54,745.00	\$120,024.82	\$96,845.10	\$23,179.72
660 - Unclaimed Funds	\$24,652.22	\$0.00	\$132.76	\$24,519.46	\$0.00	\$24,519.46
690 - Employees Fund	\$854.62	\$0.00	\$229.41	\$625.21	\$70.59	\$554.62
710 - Water Fund	\$5,852,392.52	\$4,865,756.63	\$3,660,846.03	\$7,057,303.12	\$3,516,418.80	\$3,540,884.32
720 - Wastewater/Sewer Fund	\$4,645,208.67	\$4,363,292.23	\$4,347,223.07	\$4,661,277.83	\$2,667,176.33	\$1,994,101.50
730 - Utility Deposits Fund	\$146,462.87	\$3,450.00	\$0.00	\$149,912.87	\$0.00	\$149,912.87
740 - Storm Water Drainage Fund	\$1,101,681.14	\$1,251,981.80	\$1,089,021.28	\$1,264,641.66	\$1,050,319.68	\$214,321.98
750 - Solid Waste Fund	\$856,827.11	\$1,533,543.77	\$1,555,984.25	\$834,386.63	\$298,248.05	\$536,138.58
905 - School Ski Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
910 - Miscellaneous Agency	\$46,843.33	\$213,290.68	\$248,425.66	\$11,708.35	\$15,086.11	(\$3,377.76)
915 - Board of Building Standards	\$15,994.41	\$5,471.20	\$4,415.87	\$17,049.74	\$7,716.36	\$9,333.38
920 - Visitors Bureau Fund	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00
925 - Demolition Expense Fund	\$119,449.00	\$214,375.19	\$40,000.00	\$293,824.19	\$0.00	\$293,824.19
930 - Columbus Sewer Capacity	\$29,132.73	\$146,122.00	\$123,798.00	\$51,456.73	\$0.00	\$51,456.73
941 - JEDD1-ETNA-REYNOLDSBURG	\$26,487.85	\$71,348.70	\$53,034.57	\$44,801.98	\$0.00	\$44,801.98
942 - JEDD2-ETNA-REYNOLDSBURG	\$41,561.96	\$40,751.97	\$69,278.79	\$13,035.14	\$0.00	\$13,035.14
943 - JEDD3-ETNA-REYNOLDSBURG	\$25,885.98	\$113,136.21	\$86,002.01	\$53,020.18	\$0.00	\$53,020.18
944 - JEDD4-ETNA-REYNOLDSBURG	\$1,395.56	\$5,319.50	\$4,602.23	\$2,112.83	\$0.00	\$2,112.83
960 - Eng Fees/Plan Review Deposits	\$107,359.58	\$27,877.84	\$31,404.00	\$103,833.42	\$17,412.50	\$86,420.92
970 - Taylor Sq School Tif	\$982,435.61	\$1,539,033.36	\$932,091.04	\$1,589,377.93	\$287,214.06	\$1,302,163.87
971 - Brice Main Tif	\$13,972.18	\$234,665.00	\$4,899.15	\$243,738.03	\$130,000.00	\$113,738.03
972 - Kroger Tif Debt Retirement	\$80,016.16	\$0.00	\$0.00	\$80,016.16	\$0.00	\$80,016.16
973 - Summit Rd Tif #1	\$92,827.48	\$43,611.96	\$552.74	\$135,886.70	\$0.00	\$135,886.70
974 - Taylor Rd Tif #1	\$231,086.08	\$20,146.42	\$255.52	\$250,976.98	\$0.00	\$250,976.98
975 - Taylor Rd Tif #2	\$18,904.38	\$1,790.82	\$22.60	\$20,672.60	\$0.00	\$20,672.60
	\$50,589,696.67	\$46,718,967.50	\$36,908,715.97	\$60,399,948.20	\$22,065,197.15	\$38,334,751.05

Attachment: 092121 Treasury Minutes (Treasury Board Minutes for September)



City of Reynoldsburg Operating Account

Monthly Investment Report
August 31, 2021



Your Investment Representative:

Eileen Stanic
(440) 662-8268
estanic@meederinvestment.com

For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com
Dublin, Ohio | Lansing, Michigan | Long Beach, California | 866-633-3371 | www.meederpublicfunds.com

PORTFOLIO SUMMARY

As of August 31, 2021



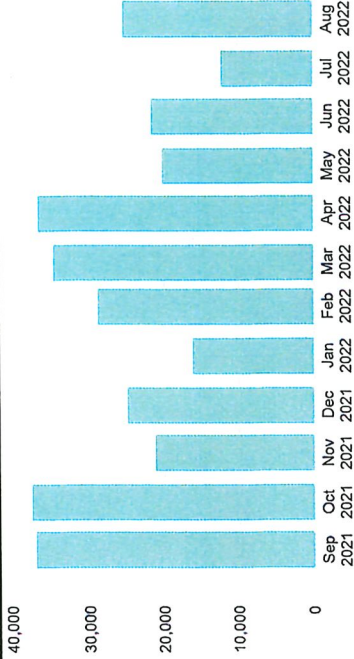
MONTHLY RECONCILIATION

Beginning Book Value	39,472,297.29
Contributions	8,000,000.00
Withdrawals	
Prior Month Custodian Fees	(331.70)
Realized Gains/Losses	413.40
Purchased Interest	(2,405.31)
Gross Interest Earnings	23,652.12
Ending Book Value	47,493,625.80

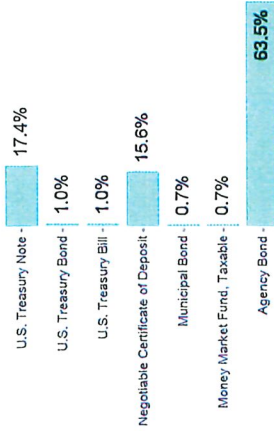
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	0.76%
Portfolio Effective Duration	1.68 yrs
Weighted Average Maturity	2.43 yrs

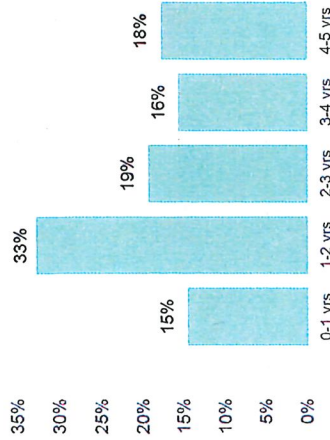
PROJECTED MONTHLY INCOME SCHEDULE



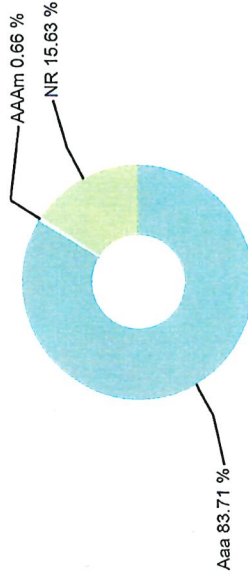
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



City of Reynoldsburg Operating Account

PROJECTED INCOME SCHEDULE

As of August 31, 2021



CUSIP	SECURITY DESCRIPTION	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022
02007GMS9	Ally Bank 1.700% 01/24/2022	200	193	200	193	200	200	180	200	193	200	193	200
05465DAG3	Axos Bank 1.600% 03/27/2023						1,664						1,636
05580AVA9	BMW Bank of North America 1.650% 02/28/2023												
06251A2B5	Bank Hapoalim B.M. 0.250% 07/22/2022					314						558	
06654BCL3	Bankwell Bank 0.400% 07/28/2023					502						494	
06740KKJ5	Barclays Bank Delaware 2.200% 07/19/2022					776						764	
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	484	468	484	468	484	484	437	484	468	484	468	484
15201QCD7	Centerstate Bank Corporation 1.000% 03/21/2022	1,235						1,222					
17312QJ26	Citibank N.A. 2.900% 04/11/2023		3,562						3,543				
254673KT2	Discover Bank 2.550% 01/10/2023					1,735						1,707	
25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023		2,858						2,842				
29278TTNA4	EnerBank USA 1.650% 02/14/2023	349	338	349	338	349	349	315	349	338	349	338	349
29976D2N9	TIAA, FSB 2.250% 03/29/2022	1,872						1,841					
3130ADRX2	FHLB 2.625% 12/09/2022				6,563		3,750				6,563		3,750
3130AGWK7	FHLB 1.500% 08/15/2024												
3130AHSR5	FHLB 1.625% 12/20/2021				3,438								
3130AK3S3	FHLB 0.300% 09/29/2023	225						225					
3130AK6Z4	FHLB 0.125% 09/17/2021	1,043											
3130AKJR8	FHLB 0.570% 12/16/2025				2,166						2,166		
3130AKXB7	FHLB 0.580% 02/11/2026						725					725	
3130AL5X8	FHLB 0.650% 02/24/2026						813					813	

6125 Memorial Drive, Dublin Ohio 43017 | 866-633-3371 | www.meederpublicfunds.com

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE
As of August 31, 2021

CUSIP	SECURITY DESCRIPTION	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022
3130ALKA1	FHLB 1.000% 03/17/2026	2,125						2,125					
3130ALQX5	FHLB 1.125% 03/30/2026	4,219						4,219					
3130ALRG1	FHLB 0.125% 03/17/2023	311						313					
3130AMSB9	FHLB 0.700% 06/16/2025				875						875		
3130AN3E8	FHLB 0.520% 07/12/2024					1,300						1,300	
3130ANDX5	FHLB 0.500% 08/16/2024						1,875						1,875
3130ANHA1	FHLB 0.750% 08/26/2025						825						825
3130ANK58	FHLB 0.450% 08/26/2024						1,249						1,249
3130ANN71	FHLB 1.050% 08/26/2026						3,413						3,413
3130ANW89	FHLB 1.050% 09/17/2026							5,250					
313376C94	FHLB 2.625% 12/10/2021				(1,409)								
3133EK4Y9	FFCB 1.650% 11/01/2024			4,125						4,125			
3133EK6J0	FFCB 1.625% 11/08/2024			4,063						4,063			
3133EL3E2	FFCB 0.320% 08/10/2023						960						960
3133EL4J0	FFCB 0.470% 08/19/2024						235						235
3133EL6U3	FFCB 0.280% 09/14/2023	1,400						1,400					
3133EL7K4	FFCB 0.550% 09/16/2025	2,063						2,063					
3133ELN26	FFCB 0.260% 06/22/2022				650						415		
3133ELT95	FFCB 0.200% 07/13/2022					500						735	
3133EM2E1	FFCB 0.160% 08/10/2023						1,600						1,600
3133EMAM4	FFCB 0.250% 09/21/2023	938						938					
3133EMBH4	FFCB 0.530% 09/29/2025	2,849						2,849					
3133EMCP5	FFCB 0.520% 10/14/2025		195						195				
3133EMHF2	FFCB 0.600% 11/24/2025			975						975			
3133EMMND0	FFCB 0.570% 01/20/2026					285						285	

City of Reynoldsburg Operating Account

PROJECTED INCOME SCHEDULE

As of August 31, 2021



CUSIP	SECURITY DESCRIPTION	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022
3133EMTQ5	FFCB 0.700% 03/17/2025	1,750						1,750					
3133EMUK6	FFCB 1.050% 03/25/2026	2,625						2,625					
3133EMXM9	FFCB 0.125% 04/27/2023		938						938				
3133EMZP0	FFCB 0.140% 05/18/2023			700						700			
3133EMZW5	FFCB 0.730% 05/19/2025			913						913			
3134GV5F1	FMCC 0.375% 07/14/2023				625	563					325	563	
3134GVJ66	FMCC 0.250% 06/08/2022												
3134GWE36	FMCC 0.200% 09/01/2022	1,000						1,000					
3134GWN44	FMCC 0.450% 09/11/2024	1,125						1,125					
3134GWP91	FMCC 0.500% 06/16/2025	1,875						1,875					
3134GWR73	FMCC 0.270% 06/30/2023	911						911					
3134GWTL0	FMCC 0.300% 09/28/2023	1,125						1,125					
3134GWVFO	FMCC 0.250% 07/07/2023		844						844				
3134GWW93	FMCC 0.550% 09/30/2025	688						688					
3134GWZV1	FMCC 0.650% 10/22/2025		325						325				
3135G06G3	FNMA 0.500% 11/07/2025			313						313			
3135G0W66	FNMA 1.625% 10/15/2024		12,188						12,188				
3135GA2Z3	FNMA 0.560% 11/17/2025			672						672			
3136G43H4	FNMA 0.400% 09/16/2024	1,000						1,000					
3136G4Z71	FNMA 0.450% 08/26/2024						1,688					1,688	
32056GCS7	First Internet Bancorp 2.350% 12/19/2022	499	483	499	483	499	499	451	499	483	499	483	499
32110YUD5	First National Bank of America 0.650% 09/08/2025							1,605					
33646CJP0	1st Source Bank 2.850% 04/11/2023		3,215						3,197				

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE
As of August 31, 2021



CUSIP **SECURITY DESCRIPTION** **Sep 2021** **Oct 2021** **Nov 2021** **Dec 2021** **Jan 2022** **Feb 2022** **Mar 2022** **Apr 2022** **May 2022** **Jun 2022** **Jul 2022** **Aug 2022**

3531727V5	Franklin County Board of Commissioners 0.600% 06/01/2025				828								1,035
38148PGZ4	Goldman Sachs Bank USA 2.350% 03/15/2022	2,902						2,855					
549104VF1	Luana Savings Bank 0.450% 12/30/2025				562						559		
59013KFD3	Merrick Bank Corporation 1.650% 01/31/2022	338	349	338	349	598							
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023				2,291						2,278		
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023				2,353						2,340		
65344AAB1	Nextier Bank, Na. 1.600% 02/22/2022	338	327	338	327	338	412						
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024			2,241						2,205			
78414TBW1	SB One Bank 1.500% 02/28/2022							2,115					
795451AM5	Sallie Mae Bank 0.400% 08/11/2023							423				417	
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	338	327	338	327	338	338	306	338	327	338	327	338
856283S31	State Bank of India 0.600% 02/25/2026							747					747
857894F53	Steams Bank National Association 1.600% 02/10/2022	338	327	338	327	338	401						
87165FTH7	Synchrony Bank 2.700% 02/23/2023							476					469
87270LAD5	TIAA, FSB 2.150% 07/19/2022					650					640		
88224PLZ0	Texas Capital Bank, National Association 0.250% 08/08/2022						314						684
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023			2,179							2,143		

PROJECTED INCOME SCHEDULE

As of August 31, 2021



CUSIP	SECURITY DESCRIPTION	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022
89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026	1,119							1,113				
912796C31	UST 01/27/2022					468							
912828T91	UST 1.625% 10/31/2023		7,109						7,109				
912828ZL7	UST 0.375% 04/30/2025		1,509						1,509				
912828ZY9	UST 0.125% 07/15/2023					313						313	
91282CAB7	UST 0.250% 07/31/2025					625						625	
91282CAF8	UST 0.125% 08/15/2023						625						625
91282CAJ0	UST 0.250% 08/31/2025						663						
91282CCF6	UST 0.750% 05/31/2026			1,313						1,313			
91282CCG4	UST 0.250% 06/15/2024				625						625		
91282CCJ8	UST 0.875% 06/30/2026				1,094						1,094		
91282CCK5	UST 0.125% 06/30/2023				625						625		
91282CCL3	UST 0.375% 07/15/2024					938						938	
91282CCN9	UST 0.125% 07/31/2023					625						625	
91282CCT6	UST 0.375% 08/15/2024						938						938
91282CCU3	UST 0.125% 08/31/2023						313						
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	391	379	391	379	391	366	379	391	379	391	379	391
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	399	386	399	386	399	399	360	399	386	399	386	399
TOTAL		36,953	37,440	21,167	24,863	16,088	28,855	41,429	36,463	19,994	21,559	12,119	25,306

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
31846V567	First American Funds, Inc.	8/31/2021 8/31/2021	\$315,969.36	\$315,969.36	\$315,969.36	0.02%	0.003 0.003	\$1.00 \$315,969.36	\$0.00	0.61%	AAAm
STAROHIO	STAR Ohio XX812	8/31/2021 8/31/2021	\$3,841,058.49	\$3,841,058.49	\$3,841,058.49	0.07%	0.003 0.003	\$1.00 \$3,841,058.49	\$0.00	7.44%	AAAm
GIDP00000	Government Insured Deposit Program	8/31/2021 8/31/2021	\$186.24	\$186.24	\$186.24	0.08%	0.003 0.003	\$1.00 \$186.24	\$0.00	0.00%	
	Sub Total		\$4,157,214.09	\$4,157,214.09	\$4,157,214.09	0.07%		\$4,157,214.09	\$0.00	8.05%	
Agency Bond											
3130AK6Z4	FHLB 0.125% 09/17/2021	9/22/2020 9/23/2020	\$1,500,000.00	\$1,499,895.00	\$1,499,895.00	0.13%	0.047 0.049	\$100.00 \$1,500,045.00	\$150.00	2.90%	Aaa AA+
313376C94	FHLB 2.625% 12/10/2021	8/8/2017 8/8/2017	\$200,000.00	\$204,034.05	\$204,034.05	2.14%	0.277 0.279	\$100.71 \$201,410.00	(\$2,624.05)	0.39%	Aaa AA+
3130AHSR5	FHLB 1.625% 12/20/2021	12/19/2019 12/23/2019	\$400,000.00	\$399,812.00	\$399,812.00	1.65%	0.304 0.307	\$100.47 \$401,892.00	\$2,080.00	0.78%	Aaa AA+
3134GVJ66	FMCC 0.250% 06/08/2022	7/17/2020 7/20/2020	\$500,000.00	\$500,300.00	\$500,300.00	0.22%	0.770 0.771	\$100.14 \$500,700.00	\$400.00	0.97%	Aaa AA+
3133ELN26	FFCB 0.260% 06/22/2022	6/29/2020 6/30/2020	\$500,000.00	\$500,235.00	\$500,235.00	0.24%	0.808 0.809	\$100.15 \$500,755.00	\$520.00	0.97%	Aaa AA+
3133ELT95	FFCB 0.200% 07/13/2020	7/9/2020 7/13/2020	\$500,000.00	\$499,765.00	\$499,765.00	0.22%	0.866 0.867	\$100.11 \$500,550.00	\$785.00	0.97%	Aaa AA+
3134GWE36	FMCC 0.200% 09/01/2022	8/28/2020 9/1/2020	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.20%	1.003 1.002	\$100.00 \$1,000,000.00	\$0.00	1.94%	Aaa AA+
3130ADRX2	FHLB 2.625% 12/09/2022	3/2/2018 3/2/2018	\$500,000.00	\$495,130.00	\$495,130.00	2.85%	1.274 1.256	\$103.19 \$515,935.00	\$20,805.00	1.00%	Aaa AA+
3130ALRG1	FHLB 0.125% 03/17/2023	4/30/2021 5/3/2021	\$500,000.00	\$499,750.00 \$78.13	\$499,828.13	0.15%	1.542 1.541	\$99.96 \$499,780.00	\$30.00	0.97%	Aaa AA+
3133EMXM9	FFCB 0.125% 04/27/2023	4/26/2021 4/27/2021	\$500,000.00	\$499,515.00	\$499,515.00	0.17%	1.655 1.652	\$99.92 \$499,615.00	\$100.00	0.97%	Aaa AA+
3133EMXM9	FFCB 0.125% 04/27/2023	5/6/2021 5/7/2021	\$1,000,000.00	\$999,370.00 \$34.72	\$999,404.72	0.16%	1.655 1.652	\$99.92 \$999,230.00	(\$140.00)	1.93%	Aaa AA+
3133EMZP0	FFCB 0.140% 05/18/2023	5/12/2021 5/18/2021	\$1,000,000.00	\$999,100.00	\$999,100.00	0.19%	1.712 0.851	\$99.93 \$999,340.00	\$240.00	1.94%	Aaa AA+

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3134GWR73	FMCC 0.270% 06/30/2023	9/18/2020 9/30/2020	\$675,000.00	\$675,000.00	\$675,000.00	0.27%	1.830 0.299	\$100.00 \$675,013.50	\$13.50	1.31%	Aaa AA+
3134GWWF0	FMCC 0.250% 07/07/2023	9/22/2020 10/7/2020	\$675,000.00	\$675,000.00	\$675,000.00	0.25%	1.849 0.484	\$99.99 \$674,959.50	(\$40.50)	1.31%	Aaa AA+
3134GV5F1	FMCC 0.375% 07/14/2023	7/6/2020 7/14/2020	\$300,000.00	\$300,000.00	\$300,000.00	0.38%	1.868 0.845	\$100.09 \$300,264.00	\$264.00	0.58%	Aaa AA+
3133EL3E2	FFCB 0.320% 08/10/2023	9/17/2020 9/18/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.32%	1.942 0.426	\$100.00 \$100,002.00	\$2.00	0.19%	Aaa AA+
3133EL3E2	FFCB 0.320% 08/10/2023	8/10/2020 8/11/2020	\$500,000.00	\$499,765.00	\$499,765.00	0.34%	1.942 0.426	\$100.00 \$500,010.00	\$245.00	0.97%	Aaa AA+
3133EM2E1	FFCB 0.160% 08/10/2023	8/20/2021 8/23/2021	\$2,000,000.00	\$1,997,844.00 \$115.56	\$1,997,959.56	0.22%	1.942 1.939	\$99.99 \$1,999,740.00	\$1,896.00	3.87%	Aaa AA+
3133EL6U3	FFCB 0.280% 09/14/2023	9/16/2020 9/17/2020	\$1,000,000.00	\$999,400.00	\$999,400.00	0.30%	2.038 0.904	\$99.97 \$999,710.00	\$310.00	1.94%	Aaa AA+
3133EMAM4	FFCB 0.250% 09/21/2023	9/22/2020 9/23/2020	\$750,000.00	\$749,685.00	\$749,685.00	0.26%	2.058 1.549	\$100.01 \$750,097.50	\$412.50	1.45%	Aaa AA+
3134GWTLO	FMCC 0.300% 09/28/2023	9/18/2020 9/28/2020	\$750,000.00	\$750,000.00	\$750,000.00	0.30%	2.077 0.835	\$100.00 \$749,989.50	(\$10.50)	1.45%	Aaa AA+
3130AK3S3	FHLB 0.300% 09/29/2023	9/11/2020 9/29/2020	\$150,000.00	\$149,925.00	\$149,925.00	0.32%	2.079 0.907	\$99.98 \$149,962.50	\$37.50	0.29%	Aaa AA+
3130AN3E8	FHLB 0.520% 07/12/2024	7/6/2021 7/12/2021	\$500,000.00	\$499,850.00	\$499,850.00	0.53%	2.866 0.301	\$100.00 \$500,020.00	\$170.00	0.97%	Aaa AA+
3130AGWK7	FHLB 1.500% 08/15/2024	11/6/2019 11/7/2019	\$500,000.00	\$495,935.00	\$495,935.00	1.68%	2.959 2.897	\$103.32 \$516,615.00	\$20,680.00	1.00%	Aaa AA+
3130ANDX5	FHLB 0.500% 08/16/2024	7/21/2021 8/16/2021	\$750,000.00	\$750,000.00	\$750,000.00	0.50%	2.962 1.356	\$99.97 \$749,805.00	(\$195.00)	1.45%	Aaa AA+
3133EL4J0	FFCB 0.470% 08/19/2024	8/20/2020 8/21/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.47%	2.970 1.206	\$99.93 \$99,927.00	(\$73.00)	0.19%	Aaa AA+
3136G4Z71	FNMA 0.450% 08/26/2024	8/28/2020 8/31/2020	\$750,000.00	\$749,700.00	\$749,700.00	0.46%	2.989 1.883	\$100.15 \$751,125.00	\$1,425.00	1.45%	Aaa AA+
3130ANK58	FHLB 0.450% 08/26/2024	8/17/2021 8/26/2021	\$555,000.00	\$554,583.75	\$554,583.75	0.48%	2.989 1.379	\$99.97 \$554,811.30	\$227.55	1.07%	Aaa AA+
3134GWN44	FMCC 0.450% 09/11/2024	9/3/2020 9/11/2020	\$500,000.00	\$500,000.00	\$500,000.00	0.45%	3.033 1.413	\$99.94 \$499,690.00	(\$310.00)	0.97%	Aaa AA+
3136G43H4	FNMA 0.400% 09/16/2024	9/8/2020 9/16/2020	\$500,000.00	\$500,000.00	\$500,000.00	0.40%	3.047 2.105	\$100.07 \$500,355.00	\$355.00	0.97%	Aaa AA+

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3135G0W66	FNMA 1.625% 10/15/2024	12/24/2019 12/26/2019	\$500,000.00	\$495,970.00	\$495,970.00	1.80%	3.126 3.035	\$103.71 \$518,525.00	\$22,555.00	1.00%	Aaa AA+
3135G0W66	FNMA 1.625% 10/15/2024	11/5/2019 11/6/2019	\$1,000,000.00	\$995,010.00	\$995,010.00	1.73%	3.126 3.035	\$103.71 \$1,037,050.00	\$42,040.00	2.01%	Aaa AA+
3133EK4Y9	FFCB 1.650% 11/01/2024	11/6/2019 11/7/2019	\$500,000.00	\$498,145.00	\$498,145.00	1.73%	3.173 3.079	\$103.76 \$518,785.00	\$20,640.00	1.00%	Aaa AA+
3133EK6J0	FFCB 1.625% 11/08/2024	11/6/2019 11/8/2019	\$500,000.00	\$497,545.00	\$497,545.00	1.73%	3.192 3.100	\$103.69 \$518,450.00	\$20,905.00	1.00%	Aaa AA+
3133EMTQ5	FFCB 0.700% 03/17/2025	3/19/2021 3/22/2021	\$500,000.00	\$499,625.00 \$48.61	\$499,673.61	0.72%	3.545 1.653	\$100.14 \$500,700.00	\$1,075.00	0.97%	Aaa AA+
3133EMZW5	FFCB 0.730% 05/19/2025	5/12/2021 5/19/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.73%	3.718 1.370	\$99.95 \$249,875.00	(\$125.00)	0.48%	Aaa AA+
3134GWP91	FMCC 0.500% 06/16/2025	9/16/2020 9/17/2020	\$750,000.00	\$750,000.00	\$750,000.00	0.50%	3.795 2.240	\$99.81 \$748,537.50	(\$1,462.50)	1.45%	Aaa AA+
3130AMSB9	FHLB 0.700% 06/16/2025	6/3/2021 6/16/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.70%	3.795 1.624	\$99.94 \$249,842.50	(\$157.50)	0.48%	Aaa AA+
3130ANHA1	FHLB 0.750% 08/26/2025	8/10/2021 8/26/2021	\$220,000.00	\$219,890.00	\$219,890.00	0.76%	3.989 0.733	\$100.06 \$220,127.60	\$237.60	0.43%	Aaa AA+
3133EL7K4	FFCB 0.550% 09/16/2025	9/16/2020 9/17/2020	\$750,000.00	\$750,000.00	\$750,000.00	0.55%	4.047 1.575	\$99.46 \$745,927.50	(\$4,072.50)	1.44%	Aaa AA+
3133EMB4	FFCB 0.530% 09/29/2025	9/29/2020 10/1/2020	\$675,000.00	\$674,325.00	\$674,325.00	0.55%	4.082 1.524	\$99.52 \$671,739.75	(\$2,585.25)	1.30%	Aaa AA+
3133EMB4	FFCB 0.530% 09/29/2025	10/1/2020 10/2/2020	\$400,000.00	\$399,600.00	\$399,600.00	0.55%	4.082 1.524	\$99.52 \$398,068.00	(\$1,532.00)	0.77%	Aaa AA+
3134GWW93	FMCC 0.550% 09/30/2025	10/7/2020 10/8/2020	\$250,000.00	\$249,878.33	\$249,878.33	0.56%	4.085 1.639	\$99.59 \$248,975.00	(\$903.33)	0.48%	Aaa AA+
3133EMCP5	FFCB 0.520% 10/14/2025	10/2/2020 10/14/2020	\$75,000.00	\$74,906.25	\$74,906.25	0.55%	4.123 1.609	\$99.47 \$74,601.75	(\$304.50)	0.14%	Aaa AA+
3134GWZV1	FMCC 0.650% 10/22/2025	10/9/2020 10/23/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.65%	4.145 1.646	\$99.68 \$99,675.00	(\$325.00)	0.19%	Aaa AA+
3135G06G3	FNMA 0.500% 11/07/2025	3/2/2021 3/5/2021	\$125,000.00	\$124,161.25	\$124,161.25	0.65%	4.189 4.124	\$99.40 \$124,247.50	\$86.25	0.24%	Aaa AA+
3135GA2Z3	FNMA 0.560% 11/17/2025	11/5/2020 11/17/2020	\$240,000.00	\$240,000.00	\$240,000.00	0.56%	4.216 2.639	\$99.72 \$239,335.20	(\$664.80)	0.46%	Aaa AA+
3133EMHF2	FFCB 0.600% 11/24/2025	12/1/2020 12/2/2020	\$325,000.00	\$324,756.25	\$324,756.25	0.62%	4.236 1.743	\$99.45 \$323,225.50	(\$1,530.75)	0.63%	Aaa AA+

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3130AKJR8	FHLB 0.570% 12/16/2025	12/11/2020 12/16/2020	\$650,000.00	\$649,675.00	\$649,675.00	0.58%	4.296 1.631	\$99.46 \$646,477.00	(\$3,198.00)	1.25%	Aaa AA+
3130AKJR8	FHLB 0.570% 12/16/2025	12/14/2020 12/16/2020	\$110,000.00	\$109,945.00	\$109,945.00	0.58%	4.296 1.631	\$99.46 \$109,403.80	(\$541.20)	0.21%	Aaa AA+
3133EMND0	FFCB 0.570% 01/20/2026	1/11/2021 1/20/2021	\$100,000.00	\$99,850.00	\$99,850.00	0.60%	4.392 2.342	\$99.25 \$99,246.00	(\$604.00)	0.19%	Aaa AA+
3130AKXB7	FHLB 0.580% 02/11/2026	2/24/2021 3/1/2021	\$250,000.00	\$249,000.00	\$249,000.00	0.66%	4.452 1.856	\$99.40 \$248,497.50	(\$502.50)	0.48%	Aaa AA+
3130AL5X8	FHLB 0.650% 02/24/2026	2/9/2021 2/24/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.65%	4.488 1.808	\$99.53 \$248,820.00	(\$1,180.00)	0.48%	Aaa AA+
3130ALKA1	FHLB 1.000% 03/17/2026	3/1/2021 3/17/2021	\$425,000.00	\$425,000.00	\$425,000.00	1.00%	4.545 1.767	\$100.00 \$424,987.25	(\$12.75)	0.82%	Aaa AA+
3133EMUK6	FFCB 1.050% 03/25/2026	3/18/2021 3/25/2021	\$500,000.00	\$500,000.00	\$500,000.00	1.05%	4.567 1.889	\$100.29 \$501,445.00	\$1,445.00	0.97%	Aaa AA+
3130ALQX5	FHLB 1.125% 03/30/2026	3/15/2021 3/30/2021	\$750,000.00	\$749,910.00	\$749,910.00	1.13%	4.581 0.330	\$100.09 \$750,697.50	\$787.50	1.45%	Aaa AA+
3130ANN71	FHLB 1.050% 08/26/2026	8/10/2021 8/26/2021	\$650,000.00	\$649,707.50	\$649,707.50	1.06%	4.989 0.820	\$100.08 \$650,513.50	\$806.00	1.26%	Aaa AA+
	SubTotal		\$30,250,000.00	\$30,220,493.38 \$277.02	\$30,220,770.40	0.63%		\$30,359,124.15	\$138,630.77	58.79%	

Municipal Bond

3531727V5	Franklin County Board of Commissioners 0.600% 06/01/2025	6/17/2021 7/7/2021	\$345,000.00	\$345,000.00	\$345,000.00	0.60%	3.753 3.696	\$99.74 \$344,099.55	(\$900.45)	0.67%	Aaa AAA
	SubTotal		\$345,000.00	\$345,000.00	\$345,000.00	0.60%		\$344,099.55	(\$900.45)	0.67%	

Negotiable Certificate of Deposit

02007GMS9	Ally Bank 1.700% 01/24/2022	1/16/2020 1/23/2020	\$247,000.00	\$246,567.75	\$246,567.75	1.79%	0.400 0.402	\$100.67 \$248,652.43	\$2,084.68	0.48%	
59013KFD3	Merrick Bank Corporation 1.650% 01/31/2022	1/21/2020 1/31/2020	\$249,000.00	\$248,751.00	\$248,751.00	1.70%	0.419 0.420	\$100.67 \$250,660.83	\$1,909.83	0.49%	
857894FE3	Steams Bank National Association 1.600% 02/10/2022	1/30/2020 2/10/2020	\$249,000.00	\$248,937.75	\$248,937.75	1.61%	0.447 0.447	\$100.69 \$250,715.61	\$1,777.86	0.49%	

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
65344AAB1	Nextier Bank, Na. 1.600% 02/22/2022	1/30/2020 2/21/2020	\$249,000.00	\$248,937.75	\$248,937.75	1.61%	0.479 0.480	\$100.74 \$250,847.58	\$1,909.83	0.49%	
78414TBW1	SB One Bank 1.500% 02/28/2022	1/31/2020 2/28/2020	\$247,000.00	\$246,753.00	\$246,753.00	1.55%	0.496 0.498	\$100.73 \$248,793.22	\$2,040.22	0.48%	
38148PGZ4	Goldman Sachs Bank USA 2.350% 03/15/2022	3/7/2017 8/23/2019	\$245,000.00	\$245,000.00	\$245,000.00	2.35%	0.537 0.534	\$101.25 \$248,060.05	\$3,060.05	0.48%	
15201QCD7	Centerstate Bank Corporation 1.000% 03/21/2022	3/10/2020 3/20/2020	\$245,000.00	\$245,000.00	\$245,000.00	1.00%	0.553 0.553	\$100.53 \$246,298.50	\$1,298.50	0.48%	
29976D2N9	TIAA, FSB 2.250% 03/29/2022	3/24/2017 9/19/2019	\$165,000.00	\$165,000.00	\$165,000.00	2.25%	0.575 0.572	\$101.28 \$167,112.00	\$2,112.00	0.32%	
06740KKJ5	Barclays Bank Delaware 2.200% 07/19/2022	7/14/2017 9/19/2019	\$70,000.00	\$70,000.00	\$70,000.00	2.20%	0.882 0.879	\$101.88 \$71,317.40	\$1,317.40	0.14%	
87270LAD5	TIAA, FSB 2.150% 07/19/2022	7/14/2017 9/19/2019	\$60,000.00	\$60,000.00	\$60,000.00	2.15%	0.882 0.879	\$101.84 \$61,102.80	\$1,102.80	0.12%	
06251A2B5	Bank Hapoalim B.M. 0.250% 07/22/2022	7/8/2020 7/22/2020	\$249,000.00	\$248,751.00	\$248,751.00	0.30%	0.890 0.891	\$100.14 \$249,346.11	\$595.11	0.48%	
88224PLZ0	Texas Capital Bank, National Association 0.250% 08/08/2022	7/28/2020 8/7/2020	\$249,000.00	\$248,626.50	\$248,626.50	0.33%	0.937 0.938	\$100.13 \$249,333.66	\$707.16	0.48%	
32056GCS7	First Internet Bancorp 2.350% 12/19/2022	12/7/2017 9/18/2019	\$250,000.00	\$250,000.00	\$250,000.00	2.35%	1.301 1.283	\$102.81 \$257,030.00	\$7,030.00	0.50%	
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	12/19/2019 12/30/2019	\$249,000.00	\$248,813.25	\$248,813.25	1.88%	1.332 1.317	\$102.20 \$254,480.49	\$5,667.24	0.49%	
254673KT2	Discover Bank 2.550% 01/10/2023	1/3/2018 8/23/2019	\$135,000.00	\$135,000.00	\$135,000.00	2.55%	1.362 1.343	\$103.20 \$139,322.70	\$4,322.70	0.27%	
29278TNA4	EnerBank USA 1.650% 02/14/2023	2/12/2020 2/14/2020	\$249,000.00	\$248,502.00	\$248,502.00	1.72%	1.458 1.440	\$102.07 \$254,151.81	\$5,649.81	0.49%	
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	2/12/2020 2/21/2020	\$249,000.00	\$248,626.50	\$248,626.50	1.65%	1.477 1.460	\$102.02 \$254,022.33	\$5,395.83	0.49%	
87165FTH7	Synchrony Bank 2.700% 02/23/2023	2/21/2018 9/19/2019	\$35,000.00	\$35,000.00	\$35,000.00	2.70%	1.482 1.462	\$103.67 \$36,284.50	\$1,284.50	0.07%	
05580AVA9	BMW Bank of North America 1.650% 02/28/2023	3/11/2020 3/12/2020	\$200,000.00	\$200,000.00	\$200,000.00	1.65%	1.496 1.483	\$102.12 \$204,234.00	\$4,234.00	0.40%	

POSITION STATEMENT

As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
05465DAG3	Axos Bank 1.600% 03/27/2023	2/27/2020 3/26/2020	\$147,000.00	\$146,926.50	\$146,926.50	1.62%	1.570 1.550	\$102.12 \$150,116.40	\$3,189.90	0.29%	
17312QJ26	Citibank, N.A. 2.900% 04/11/2023	4/4/2018 9/19/2019	\$245,000.00	\$245,000.00	\$245,000.00	2.90%	1.611 1.569	\$104.25 \$255,414.95	\$10,414.95	0.49%	
33646CJP0	1st Source Bank 2.850% 04/11/2023	4/6/2018 9/19/2019	\$225,000.00	\$225,000.00	\$225,000.00	2.85%	1.611 1.569	\$104.17 \$234,382.50	\$9,382.50	0.45%	
25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023	4/4/2018 9/19/2019	\$200,000.00	\$200,000.00	\$200,000.00	2.85%	1.616 1.575	\$104.18 \$208,366.00	\$8,366.00	0.40%	
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	4/16/2018 9/19/2019	\$200,000.00	\$200,000.00	\$200,000.00	2.85%	1.630 1.593	\$104.22 \$208,432.00	\$8,432.00	0.40%	
06654BCL3	Bankwell Bank 0.400% 07/28/2023	7/1/2020 7/28/2020	\$249,000.00	\$248,850.60	\$248,850.60	0.42%	1.907 1.898	\$100.14 \$249,336.15	\$485.55	0.48%	
795451AM5	Sallie Mae Bank 0.400% 08/11/2023	7/30/2021 8/11/2021	\$210,000.00	\$209,580.00	\$209,580.00	0.50%	1.945 1.936	\$100.12 \$210,252.00	\$672.00	0.41%	
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	10/31/2019 11/4/2019	\$247,000.00	\$246,876.50	\$246,876.50	1.91%	2.132 2.086	\$103.21 \$254,931.17	\$8,054.67	0.49%	
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023	11/5/2019 11/12/2019	\$247,000.00	\$246,259.00	\$246,259.00	1.83%	2.203 2.156	\$102.94 \$254,259.33	\$8,000.33	0.49%	
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023	12/23/2019 12/30/2019	\$247,000.00	\$245,765.00	\$245,765.00	1.98%	2.321 2.270	\$103.25 \$255,015.15	\$9,250.15	0.49%	
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023	12/23/2019 12/30/2019	\$247,000.00	\$245,765.00	\$245,765.00	2.03%	2.321 2.269	\$103.36 \$255,301.67	\$9,536.67	0.49%	
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024	11/5/2019 11/8/2019	\$247,000.00	\$246,506.00	\$246,506.00	1.84%	3.192 3.087	\$103.54 \$255,736.39	\$9,230.39	0.50%	
549104VF1	Luana Savings Bank 0.450% 12/30/2025	12/22/2020 12/30/2020	\$249,000.00	\$248,103.60	\$248,103.60	0.52%	4.334 4.267	\$98.15 \$244,403.46	(\$3,700.14)	0.47%	
856283S31	State Bank of India 0.600% 02/25/2026	2/9/2021 2/25/2021	\$249,000.00	\$247,755.00	\$247,755.00	0.70%	4.490 4.407	\$98.58 \$245,469.18	(\$2,285.82)	0.48%	

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026	4/14/2021 4/22/2021	\$248,000.00	\$247,008.00	\$247,008.00	0.98%	4.644 4.513	\$99.72 \$247,313.04	\$305.04	0.48%	
	SubTotal		\$7,348,000.00	\$7,337,661.70	\$7,337,661.70	1.67%		\$7,470,495.41	\$132,833.71	14.47%	
U.S. Treasury Bill											
912796C31	UST 01/27/2022	1/25/2021 1/28/2021	\$500,000.00	\$499,532.36	\$499,532.36	0.09%	0.408 0.411	\$99.98 \$499,905.00	\$372.64	0.97%	Aaa AA+
	SubTotal		\$500,000.00	\$499,532.36	\$499,532.36	0.09%		\$499,905.00	\$372.64	0.97%	
U.S. Treasury Bond											
91282CCG4	UST 0.250% 06/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$497,851.56 \$239.07	\$498,090.63	0.40%	2.792 2.773	\$99.70 \$498,476.50	\$624.94	0.97%	Aaa AA+
	SubTotal		\$500,000.00	\$497,851.56 \$239.07	\$498,090.63	0.40%		\$498,476.50	\$624.94	0.97%	
U.S. Treasury Note											
91282CCK5	UST 0.125% 06/30/2023	8/24/2021 8/25/2021	\$1,000,000.00	\$998,515.63 \$190.22	\$998,705.85	0.21%	1.830 1.827	\$99.92 \$999,220.00	\$704.37	1.93%	Aaa AA+
912828ZY9	UST 0.125% 07/15/2023	8/25/2021 8/26/2021	\$500,000.00	\$499,121.09 \$71.33	\$499,192.42	0.22%	1.871 1.868	\$99.89 \$499,435.00	\$313.91	0.97%	Aaa AA+
91282CCN9	UST 0.125% 07/31/2023	8/19/2021 8/20/2021	\$1,000,000.00	\$998,225.00 \$67.93	\$998,292.93	0.22%	1.915 1.912	\$99.89 \$998,870.00	\$645.00	1.93%	Aaa AA+
91282CAF8	UST 0.125% 08/15/2023	8/20/2021 8/23/2021	\$1,000,000.00	\$998,068.80 \$27.17	\$998,095.97	0.22%	1.956 1.953	\$99.87 \$998,670.00	\$601.20	1.93%	Aaa AA+
91282CCU3	UST 0.125% 08/31/2023	8/25/2021 8/31/2021	\$500,000.00	\$498,808.59	\$498,808.59	0.24%	2.000 1.994	\$99.84 \$499,220.00	\$411.41	0.97%	Aaa AA+
912828T91	UST 1.625% 10/31/2023	12/30/2019 12/31/2019	\$875,000.00	\$874,658.21	\$874,658.21	1.64%	2.167 2.125	\$103.00 \$901,215.00	\$26,556.79	1.75%	Aaa AA+
91282CCL3	UST 0.375% 07/15/2024	7/29/2021 7/30/2021	\$500,000.00	\$499,921.88 \$76.42	\$499,998.30	0.38%	2.874 2.852	\$99.98 \$499,920.00	(\$1.88)	0.97%	Aaa AA+
91282CCT6	UST 0.375% 08/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$499,082.03 \$45.85	\$499,127.88	0.44%	2.959 2.937	\$99.94 \$499,690.00	\$607.97	0.97%	Aaa AA+
912828ZL7	UST 0.375% 04/30/2025	8/26/2021 8/27/2021	\$805,000.00	\$797,924.80 \$976.17	\$798,900.97	0.62%	3.666 3.624	\$99.35 \$799,783.60	\$1,858.80	1.55%	Aaa AA+
91282CAB7	UST 0.250% 07/31/2025	8/23/2021 8/24/2021	\$500,000.00	\$492,753.91 \$81.52	\$492,835.43	0.62%	3.918 3.882	\$98.65 \$493,260.00	\$506.09	0.96%	Aaa AA+

6125 Memorial Drive, Dublin Ohio 43017 | 866-633-3371 | www.meederpublicfunds.com

City of Reynoldsburg Operating Account
POSITION STATEMENT
As of August 31, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
91282CAJ0	UST 0.250% 08/31/2025	8/10/2021 8/11/2021	\$530,000.00	\$520,932.03	\$520,932.03	0.68%	4.003 3.962	\$98.54 \$522,277.90	\$1,345.87	1.01%	Aaa AA+
91282CCCF6	UST 0.750% 05/31/2026	7/6/2021 7/7/2021	\$350,000.00	\$349,398.44 \$265.37	\$349,663.81	0.79%	4.751 4.640	\$100.06 \$350,192.50	\$794.06	0.68%	Aaa AA+
91282CCJ8	UST 0.875% 06/30/2026	6/29/2021 6/30/2021	\$250,000.00	\$249,707.03	\$249,707.03	0.90%	4.833 4.708	\$100.58 \$251,445.00	\$1,737.97	0.49%	Aaa AA+
	SubTotal		\$8,310,000.00	\$8,277,117.44	\$8,278,919.42	0.53%		\$8,313,199.00	\$36,081.56	16.10%	
Grand Total			\$51,410,214.09	\$51,334,870.53	\$51,337,188.60	0.71%		\$51,642,513.70	\$307,643.17	100.00%	

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
As of August 31, 2021



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Pending Purchase									
Pending Purchase	8/23/2021	9/8/2021	32110YUD5	First National Bank of America 0.650% 09/08/2025	249,000.00	248,377.50		248,377.50	0.71%
Pending Purchase	8/30/2021	9/17/2021	3130ANVW89	FHLB 1.050% 09/17/2026	500,000.00	500,000.00		500,000.00	1.05%
Total					749,000.00	748,377.50		748,377.50	
Purchase									
Purchase	8/10/2021	8/11/2021	91282CAJ0	UST 0.250% 08/31/2025	530,000.00	520,932.03	590.49	521,522.52	0.68%
Purchase	7/30/2021	8/11/2021	795451AM5	Sallie Mae Bank 0.400% 08/11/2023	210,000.00	209,580.00		209,580.00	0.50%
Purchase	7/21/2021	8/16/2021	3130ANDX5	FHLB 0.500% 08/16/2024	750,000.00	750,000.00		750,000.00	0.50%
Purchase	8/19/2021	8/20/2021	91282CCN9	UST 0.125% 07/31/2023	1,000,000.00	998,225.00	67.93	998,292.93	0.22%
Purchase	8/20/2021	8/23/2021	91282CAF8	UST 0.125% 08/15/2023	1,000,000.00	998,068.80	27.17	998,095.97	0.22%
Purchase	8/20/2021	8/23/2021	3133EM2E1	FFCB 0.160% 08/10/2023	2,000,000.00	1,997,844.00	115.56	1,997,959.56	0.22%
Purchase	8/23/2021	8/24/2021	91282CAB7	UST 0.250% 07/31/2025	500,000.00	492,753.91	81.52	492,835.43	0.62%
Purchase	8/23/2021	8/24/2021	91282CCG4	UST 0.250% 06/15/2024	500,000.00	497,851.56	239.07	498,090.63	0.40%
Purchase	8/23/2021	8/24/2021	91282CCT6	UST 0.375% 08/15/2024	500,000.00	499,082.03	45.85	499,127.88	0.44%
Purchase	8/24/2021	8/25/2021	91282CCK5	UST 0.125% 06/30/2023	1,000,000.00	998,515.63	190.22	998,705.85	0.21%
Purchase	8/25/2021	8/26/2021	912828ZY9	UST 0.125% 07/15/2023	500,000.00	499,121.09	71.33	499,192.42	0.22%
Purchase	8/10/2021	8/26/2021	3130ANN71	FHLB 1.050% 08/26/2026	650,000.00	649,707.50		649,707.50	1.06%
Purchase	8/17/2021	8/26/2021	3130ANK58	FHLB 0.450% 08/26/2024	555,000.00	554,583.75		554,583.75	0.48%
Purchase	8/10/2021	8/26/2021	3130ANH41	FHLB 0.750% 08/26/2025	220,000.00	219,890.00		219,890.00	0.76%

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
As of August 31, 2021



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Purchase	8/26/2021	8/27/2021	912828ZL7	UST 0.375% 04/30/2025	805,000.00	797,924.80	976.17	798,900.97	0.62%
Purchase	8/25/2021	8/31/2021	91282CCU3	UST 0.125% 08/31/2023	500,000.00	498,808.59		498,808.59	0.24%
Total					11,220,000.00	11,182,888.69	2,405.31	11,185,294.00	

Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Cost	Total Proceeds	Realized Gain/Loss
Called Securities								
Called Securities	8/2/2021	8/2/2021	88241THL7	Texas Exchange Bank, SSB 0.700% 06/16/2023	210,000.00	209,580.00	210,000.00	420.00
Called Securities	8/10/2021	8/10/2021	3133EMTT9	FFCB 0.750% 03/17/2025	750,000.00	749,737.50	750,000.00	262.50
Called Securities	8/12/2021	8/12/2021	3130AMCE0	FHLB 1.050% 05/12/2026	650,000.00	649,557.50	650,000.00	442.50
Total					1,610,000.00	1,608,875.00	1,610,000.00	1,125.00

Maturity								
Maturity	8/25/2021	8/25/2021	080257RNO	Belmont, County of 1.000% 08/25/2021	110,000.00	110,831.60	110,000.00	(831.60)
Maturity	8/26/2021	8/26/2021	3130AK2E5	FHLB 0.125% 08/26/2021	1,000,000.00	999,880.00	1,000,000.00	120.00
Total					1,110,000.00	1,110,711.60	1,110,000.00	(711.60)

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	8/2/2021	8/2/2021	88241THL7	Texas Exchange Bank, SSB 0.700% 06/16/2023	124.85
Interest/Dividends	8/2/2021	8/2/2021	59013KFD3	Merrick Bank Corporation 1.650% 01/31/2022	348.94
Interest/Dividends	8/2/2021	8/2/2021	31846V567	First American Funds, Inc.	5.73

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
As of August 31, 2021



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	8/9/2021	8/9/2021	88224PLZ0	Texas Capital Bank, National Association 0.250% 08/08/2022	308.69
Interest/Dividends	8/10/2021	8/10/2021	857894F53	Stearns Bank National Association 1.600% 02/10/2022	338.37
Interest/Dividends	8/10/2021	8/10/2021	3133EL3E2	FFCB 0.320% 08/10/2023	960.00
Interest/Dividends	8/10/2021	8/10/2021	3133EMTT9	FFCB 0.750% 03/17/2025	2,234.38
Interest/Dividends	8/11/2021	8/11/2021	3130AKXB7	FHLB 0.580% 02/11/2026	725.00
Interest/Dividends	8/12/2021	8/12/2021	3130AMCE0	FHLB 1.050% 05/12/2026	1,706.25
Interest/Dividends	8/16/2021	8/16/2021	3130AGWK7	FHLB 1.500% 08/15/2024	3,750.00
Interest/Dividends	8/16/2021	8/16/2021	29278TNA4	EnerBank USA 1.650% 02/14/2023	348.94
Interest/Dividends	8/18/2021	8/18/2021	32056GCS7	First Internet Bancorp 2.350% 12/19/2022	498.97
Interest/Dividends	8/18/2021	8/18/2021	080515CN7	Belmont Savings Bank 2.850% 04/18/2023	484.11
Interest/Dividends	8/18/2021	8/18/2021	949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	398.58
Interest/Dividends	8/19/2021	8/19/2021	3133EL4J0	FFCB 0.470% 08/19/2024	235.00
Interest/Dividends	8/23/2021	8/23/2021	87165FTH7	Synchrony Bank 2.700% 02/23/2023	468.62
Interest/Dividends	8/23/2021	8/23/2021	81768PAF3	ServisFirst Bank 1.600% 02/21/2023	338.37
Interest/Dividends	8/23/2021	8/23/2021	65344AAB1	Nextier Bank, Na. 1.600% 02/22/2022	338.37
Interest/Dividends	8/24/2021	8/24/2021	3130AL5X8	FHLB 0.650% 02/24/2026	812.50
Interest/Dividends	8/25/2021	8/25/2021	080257RN0	Belmont, County of 1.000% 08/25/2021	1,096.94
Interest/Dividends	8/25/2021	8/25/2021	856283S31	State Bank of India 0.600% 02/25/2026	740.86
Interest/Dividends	8/26/2021	8/26/2021	05465DAG3	Axos Bank 1.600% 03/27/2023	199.76

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT

As of August 31, 2021



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	8/26/2021	8/26/2021	3130AK2E5	FHLB 0.125% 08/26/2021	625.00
Interest/Dividends	8/26/2021	8/26/2021	3136G4Z71	FNMA 0.450% 08/26/2024	1,687.50
Interest/Dividends	8/30/2021	8/30/2021	949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	391.24
Interest/Dividends	8/30/2021	8/30/2021	05580AVA9	BMW Bank of North America 1.650% 02/28/2023	1,636.44
Interest/Dividends	8/30/2021	8/30/2021	78414TBW1	SB One Bank 1.500% 02/28/2022	1,837.27
Interest/Dividends	8/31/2021	8/31/2021	59013KFD3	Merrick Bank Corporation 1.650% 01/31/2022	348.94
Interest/Dividends	8/31/2021	8/31/2021	91282CAJ0	UST 0.250% 08/31/2025	662.50
Total					23,652.12

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Contribution				
Contribution	8/18/2021	8/18/2021	Cash In	4,000,000.00
Contribution	8/23/2021	8/23/2021	Cash In	4,000,000.00
Total				8,000,000.00
Custodian Fee				
Custodian Fee	8/25/2021	8/25/2021	Cash Out	(331.70)
Total				(331.70)



Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.



STAR OHIO DAILY RATE

STAR Ohio Rate as of September 20, 2021	
Total Shares:	18.002 Billion
Overnight Yield:	0.08 %
Annualized Yield:	0.08 %
Daily Dividend Rate:	0.0000021690
Average Days to Maturity:	43.5 days

Select a Different Date

Enter Date 9/21/2021



Update

© 2020 Office of the Ohio Treasurer

U.S. DEPARTMENT OF THE TREASURY

Resource Center

Daily Treasury Yield Curve Rates

[Get updates to this content.](#)

XML These data are also available in XML format by clicking on the XML icon.

XSD The schema for the XML is available in XSD format by clicking on the XSD icon.

[If you are having trouble viewing the above XML in your browser, click here.](#)

[To access interest rate data in the legacy XML format and the corresponding XSD schema, click here.](#)

Select type of Interest Rate Data

Daily Treasury Yield Curve Rates ☒

Select Time Period

Current Month ☒

Date	1 Mo	2 Mo	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	20 Yr	30 Yr
09/01/21	0.04	0.06	0.05	0.06	0.07	0.20	0.42	0.78	1.08	1.31	1.84	1.92
09/02/21	0.05	0.07	0.05	0.06	0.07	0.20	0.42	0.78	1.07	1.29	1.83	1.90
09/03/21	0.04	0.07	0.05	0.05	0.08	0.21	0.42	0.78	1.09	1.33	1.87	1.94
09/07/21	0.04	0.07	0.05	0.06	0.08	0.22	0.45	0.82	1.14	1.38	1.91	1.99
09/08/21	0.05	0.06	0.05	0.06	0.08	0.22	0.43	0.81	1.11	1.35	1.88	1.95
09/09/21	0.07	0.06	0.04	0.05	0.07	0.23	0.43	0.79	1.08	1.30	1.83	1.90
09/10/21	0.06	0.06	0.05	0.06	0.08	0.23	0.45	0.82	1.12	1.35	1.86	1.94
09/13/21	0.06	0.08	0.06	0.06	0.07	0.21	0.44	0.81	1.11	1.33	1.83	1.91
09/14/21	0.05	0.06	0.04	0.05	0.07	0.21	0.43	0.79	1.07	1.28	1.78	1.85
09/15/21	0.04	0.06	0.04	0.05	0.07	0.21	0.43	0.81	1.10	1.31	1.80	1.87
09/16/21	0.06	0.06	0.04	0.05	0.07	0.23	0.46	0.84	1.13	1.34	1.83	1.88
09/17/21	0.06	0.06	0.04	0.05	0.07	0.23	0.47	0.88	1.17	1.37	1.85	1.91
09/20/21	0.06	0.05	0.04	0.05	0.07	0.23	0.45	0.83	1.12	1.31	1.79	1.85

* The 2-month constant maturity series begins on October 16, 2018, with the first auction of the 8-week Treasury bill.

30-year Treasury constant maturity series was discontinued on February 18, 2002 and reintroduced on February 9, 2006. From February 18, 2002 to February 8, 2006, Treasury published alternatives to a 30-year rate. See Long-Term Average Rate for more information.

Treasury discontinued the 20-year constant maturity series at the end of calendar year 1986 and reinstated that series on October 1, 1993. As a result, there are no 20-year rates available for the time period January 1, 1987 through September 30, 1993.

Treasury Yield Curve Rates: These rates are commonly referred to as "Constant Maturity Treasury" rates, or CMTs. Yields are interpolated by the Treasury from the daily yield curve. This curve, which relates the yield on a security to its time to maturity is based on the closing market bid yields on actively traded Treasury securities in the over-the-counter market. These market yields are calculated from composites of indicative, bid-side market quotations (not actual transactions) obtained by the Federal Reserve Bank of New York at or near 3:30 PM each trading day. The CMT yield values are read from the yield curve at fixed maturities, currently 1, 2, 3 and 6 months and 1, 2, 3, 5, 7, 10, 20, and 30 years. This method provides a yield for a 10 year maturity, for example, even if no outstanding security has exactly 10 years remaining to maturity.

Treasury Yield Curve Methodology: The Treasury yield curve is estimated daily using a cubic spline model. Inputs to the model are primarily indicative bid-side yields for on-the-run Treasury securities. Treasury reserves the option to make changes to the yield curve as appropriate and in its sole discretion. See our [Treasury Yield Curve Methodology page](#) for details.

Negative Yields and Nominal Constant Maturity Treasury Series Rates (CMTs): At times, financial market conditions, in conjunction with extraordinary low levels of interest rates, may result in negative yields for some Treasury securities trading in the secondary market. Negative yields for Treasury securities most often reflect highly technical factors in Treasury markets related to the cash and repurchase agreement markets, and are at times unrelated to the time value of money.

Clerk of Council
Mollie Prasher
7232 East Main Street
Reynoldsburg OH 43068
614-322-6836 Phone

MOTION REQUEST

DATE: **September 27, 2021**

TO:

RE: **Approval of County Hazard Mitigation Plan**

Approval:

Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
------------	------------------------	--------------------------

From 2016 to 2018, the City of Reynoldsburg worked with Franklin County and the surrounding communities to update the Hazard Mitigation Plan. Reynoldsburg submitted specific concerns that were incorporated into the plan. However, the plan was never brought before Council for final approval. In meeting with Franklin County the past several weeks, the administration was advised that the plan needed to be approved.

A MOTION TO APPROVE A RESOLUTION TO ADOPT THE FRANKLIN COUNTY 2018 NATURAL HAZARD MITIGATION PLAN

WHEREAS, Franklin County has a history of experiencing damage from flooding, tornadoes, severe summer weather, thunder storms, winter storms, and other hazards resulting in loss of life, property loss, economic hardship, and threats to public health and safety; and

WHEREAS, the Franklin County 2018 Natural Hazard Mitigation Plan has been developed after more than a year of research and work done by Franklin county Emergency Management and Homeland Security and representatives of various local government agencies and stakeholder organizations; and

WHEREAS, the plan recommends many hazard mitigation actions, prepared and submitted by local jurisdictions, designed to protect the people and property impacted by the natural hazards and threats faced by Franklin County; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, adoption of a natural hazards mitigation plan is a condition of eligibility to receive federal mitigation funds available through the Federal Emergency Management Agency; and

WHEREAS, an emergency exists in the usual daily operation of the Department of Public Service in that it is immediately necessary to pass this resolution as an emergency measure for the preservation of the public health, peace, property, safety, and welfare.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG:

Section 1: That Reynoldsburg City Council does hereby adopt the entire Franklin County 2018 Natural Hazard Mitigation Plan with the attached hereto as Exhibit A of the City of Reynoldsburg's portion of the plan.

Section 2: This resolution shall take effect and be in full force immediately upon passage and following the Mayor's signature.



FRANKLIN COUNTY EMERGENCY MANAGEMENT & HOMELAND SECURITY

Franklin County
Emergency Management &
Homeland Security

2018 NATURAL HAZARD MITIGATION PLAN



2018 NATURAL HAZARD MITIGATION PLAN

<i>Jurisdiction</i>	Projects by Jurisdiction Priority	Year Initiated	Status	Lead Agency	Funding Source	Estimated Cost	Estimated Completion Date	Hazard Addressed
	4. Reduce runoff flooding on Harrisburg-Georgesville Rd. and Gay Rd.	2012	Ongoing	Township Trustee's office	PDM/HMGP/ Local Funds	High	Short Term	Flooding
<i>Prairie Township Project coordinated by Township Trustee's office</i>	1. Seek funding for repetitive loss structures to permanently reduce damage to these structures (2 known properties est. at 300,000 /4 years) *	2007	Ongoing	Township Trustee's office	PDM	High 2 known properties est. at 300,000	Short Term 4 years	Flooding
	2. Reduce flooding along Tamara Avenue that impacts road access to twenty-two homes. (5 years)	2012	Ongoing	Township Trustee's office	PDM/HMGP/ Local Funds	High	Short Term 5 years	Flooding
	3. Seek funding for equipment to establish a tree trimming program to reduce the amount of fallen tree limbs along the public right-of-way.	2012	Ongoing	Township Trustee's office	HMGP/ Local Funds	Medium	Ongoing	All hazards.
<i>City of Reynoldsburg Projects coordinated by Mayor's office</i>	1. Seek funding for outdated NFIP maps for the Blacklick Creek area in coordination with areas that flood. (20,000 / 2 years)	2007	Ongoing	Mayor's office	PDM/HMGP/ Local Funds	Medium \$20,000	Short Term 2 years	Flooding
	2. Evaluate smaller streams that are draining from newly developed areas in adjoining municipalities affecting the city.(4,000,000 / 2 years)	2007	Ongoing	Mayor's office	PDM/HMGP/ Local Funds	High \$4,000,000	Short Term 2 years	Flooding

2018 NATURAL HAZARD MITIGATION PLAN

<i>Jurisdiction</i>	Projects by Jurisdiction Priority	Year Initiated	Status	Lead Agency	Funding Source	Estimated Cost	Estimated Completion Date	Hazard Addressed
	3. Seek funding for back-up generators for critical public buildings. (50,000 / 1 year)	2007	Ongoing	Mayor's office	PDM/HMGP/ Local Funds	Medium \$50,000	Short Term 1 year	All hazards.
	4. Research and determine the cause of municipal building lightning strikes and why it has been hit by lightning so many times. Seek funding to permanently mitigate cause, if possible. (20,000 / 1 year)	2007	Ongoing	Mayor's office	Local Funds	Medium \$20,000	Short Term 1 year	Severe thunderstorms and lightning
	5. Seek funding for lightning detection/warning for city parks. (40,000 / 1 year)	2007	Ongoing	Mayor's office	PDM/HMGP/ Local Funds	Medium \$40,000	Short Term 1 year	Severe thunderstorms and lightning
	6. Seek funding for back-up generators for evacuation route intersections. (120,000 / 6 months)	2007	Ongoing	Mayor's office	PDM/HMGP/ Local Funds	High \$120,000	Short Term 6 months	All hazards.
<i>Village of Riverlea Projects coordinated by Village Government and Mayor's office</i>	1. Install Gas-powered Emergency Standby Generator for Riverlea Lift Station to mitigate SSOs to the Olentangy River.	2018	New	Village Government and Mayor's office	Local Funds	Medium Not known at this time. Depends on response to RFQs. Estimated be less than \$50,000	Short Term 2018 4 th Quarter	Flood (Urban/Flash Flooding)
	2. Establish a disaster recovery plan for Village records. (10,000 / 1 year)	2007	Unchanged: No action has been taken. No funding for project.	Village Government and Mayor's office	Local Funds	Medium \$10,000	Short Term 1 year	All hazards.



City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 0339X-2019

Emergency

File ID: 0339X-2019

Type: Resolution

Status: Council Office for
Signature

Version: 1

***Committee:** Public Safety Committee

File Name: Franklin Co. Natural Hazards Mitigation Plan

File Created: 12/12/2019

Final Action:

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Cathy Collins: 645-5319

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To adopt the Franklin County 2018 Natural Hazard Mitigation Plan; and to declare an emergency.

Sponsors:

Attachments:

Attachment: Columbus Mitigation Plan Legislative Report (Approval of County Hazard Mitigation Plan)

History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	12/16/2019	Adopted				Pass
ODI: Following the review and approval, when required, the Office of Diversity and Inclusion certifies compliance with Title 39 as of date listed. City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.							

Explanation

BACKGROUND

The Franklin County Natural Hazards Mitigation Plan serves as the official plan for Franklin County and all included jurisdictions. Mitigation planning efforts for the county began in 2005 with the creation of the first Federal Emergency Management Agency (FEMA) approved plan for the county. That plan was formally adopted in 2007. The 2012 version was the first official update to that plan. The 2018 plan represents the most recent version of the mitigation plan for Franklin County. Adoption of the plan is a condition of eligibility to receive federal mitigation funds available through FEMA.

The natural hazards mitigation planning process consisted of gathering and analyzing data available from various sources, including the Risk Assessment for Franklin County. The data shows that the hazards most likely to result in costly damages are flooding, tornados, high winds, heavy snow, and ice.

The plan recommends a number of public education efforts, continued support of flood mitigation buy-outs, and the examination and potential modification of planning guidance and other development regulations to ensure the risk of damage to new structures is minimized.

By adopting this plan, Franklin County, the City of Columbus, and other cities, villages, and townships within the county, commit to working with residents and businesses to make the county and city safer.

Title

To adopt the Franklin County 2018 Natural Hazard Mitigation Plan; and to declare an emergency.

Body

WHEREAS, Franklin County has a history of experiencing damage from flooding, tornadoes, severe summer weather, thunder storms, winter storms, and other hazards resulting in loss of life, property loss, economic hardship, and threats to public health and safety; and

WHEREAS, the Franklin County 2018 Natural Hazard Mitigation Plan has been developed after more

than a year of research and work done by Franklin County Emergency Management and Homeland Security and representatives of various local governmental agencies and stakeholder organizations; and

WHEREAS, the plan recommends many hazard mitigation actions, prepared and submitted by local jurisdictions, designed to protect the people and property impacted by the natural hazards and threats faced by Franklin County; and

WHEREAS, adoption of a natural hazards mitigation plan is a condition of eligibility to receive federal mitigation funds available through the Federal Emergency Management Agency; and

WHEREAS, an emergency exists in the usual daily operation of the Department of Public Safety in that it is immediately necessary to pass this resolution as an emergency measure for the preservation of the public health, peace, property, safety, and welfare; now, therefore;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1: That Columbus City Council does hereby adopt the Franklin County 2018 Natural Hazard Mitigation Plan.

SECTION 2: That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this resolution is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.



2018 Franklin County Natural Hazard Mitigation Plan FAQ

Q1: What is the Natural Hazard Mitigation Plan (NHMP)?

Created by various stakeholders (local, state, tribal governments, and the public) to describe the risks and vulnerabilities of the natural hazards that impact the jurisdiction. The NHMP outlines short-term and long-term mitigation actions to reduce risk of negative impacts such as loss of life, property, and disruption to livelihoods.

Q2: What is the purpose of a NHMP?

- Increase education and awareness of hazard risks, impacts, and preparedness actions
- Build partnerships across multiple, local, state, tribal governments, organizations, businesses, and the public to increase community resiliency
- Identify and prioritize hazards of highest threat
- Collaborate and create cost-effective short-term and long-term mitigation actions to reduce community risk

Q3. What does an approved NHMP qualify my jurisdiction for?

An approved NHMP, allows the jurisdiction to apply and receive funding through natural hazard mitigation grants.

Natural Hazard Mitigation Grants

- Pre-Disaster Mitigation Grant (PMG)
 - This program awards **planning and project grants and provides opportunities for raising public awareness about reducing future losses before a disaster strikes**. PDM grants are funded annually by Congressional appropriations and are awarded on a nationally competitive basis.
- Flood Mitigation Assistance (FMA)
 - Provides funding to States, Territories, federally-recognized tribes and local communities **for projects and planning that reduces or eliminates long-term risk of flood damage to structures insured under the NFIP**. Funding is appropriated by Congress annually.
- Hazard Mitigation Grant Program (HMGP)
 - Available when authorized under a **Presidential Major Disaster Declaration**, in the areas of the state, tribal lands, or territory requested by the Governor or Tribal Executive.

Q4. What is Community Resiliency and what makes a resilient community?

Communities who proactively sustain themselves in the face of natural hazards or disaster. These communities have the ability to cope and recover fast post-hazard or disaster.

- Proactive investment in mitigation actions and policy decisions to reduce hazard risks
- Communicate and educate risks to the community
- Private and public partnerships



FEMA

Fact Sheet

Federal Insurance and Mitigation Administration

LOCAL HAZARD MITIGATION PLANNING

Hazard Mitigation Planning for Resilient Communities

Disasters can cause loss of life; damage buildings and infrastructure; and have devastating consequences for a community's economic, social, and environmental well-being. Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. In other words, hazard mitigation keeps natural hazards from becoming natural disasters.

Hazard mitigation is best accomplished when based on a comprehensive, long-term plan developed before a disaster strikes. Mitigation planning is the process used by state, tribal, and local leaders to understand risks from natural hazards and develop long-term strategies that will reduce the impacts of future events on people, property, and the environment.

The Local Mitigation Planning Process

The mitigation plan is a community-driven, living document. The planning process itself is as important as the resulting plan because it encourages communities to integrate mitigation with day-to-day decision making regarding land use planning, floodplain management, site design, and other functions. Mitigation planning includes the following elements:

Public Involvement – Planning creates a way to solicit and consider input from diverse interests, and promotes discussion about creating a safer, more disaster-resilient community. Involving stakeholders is essential to building community-wide support for the plan. In addition to emergency managers, the planning process involves other government agencies, businesses, civic groups, environmental groups, and schools.

Risk Assessment – Mitigation plans identify the natural hazards and risks that can impact a community based on historical experience, estimate the potential frequency and magnitude of disasters, and assess potential losses to life and property. The risk assessment process provides a factual basis for the activities proposed in the mitigation strategy.

Mitigation Strategy – Based on public input, identified risks, and available capabilities, communities develop mitigation goals and objectives as part of a strategy for mitigating hazard-related losses. The strategy is a community's approach for implementing mitigation activities that are cost-effective, technically feasible, and environmentally sound as well as allowing strategic investment of limited resources.

Disaster Mitigation Act of 2000

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, is intended to "reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters."

Under this legislation, state, tribal, and local governments must develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance through the Hazard Mitigation Assistance Programs. The regulatory requirements for local hazard mitigation plans can be found at Title 44 Code of Federal Regulations §201.6.

For more information about FEMA's Hazard Mitigation Assistance Grants, visit: www.fema.gov/hazard-mitigation-assistance.

Benefits of Hazard Mitigation

Mitigation is an investment in your community's future safety and sustainability. Mitigation planning helps you take action now, before a disaster, to reduce impacts when a disaster occurs. Hazard mitigation planning helps you think through how you choose to plan, design, and build your community and builds partnerships for risk reduction throughout the community. Consider the critical importance of mitigation to:

- Protect public safety and prevent loss of life and injury.
- Reduce harm to existing and future development.
- Maintain community continuity and strengthen the social connections that are essential for recovery.
- Prevent damage to your community's unique economic, cultural, and environmental assets.
- Minimize operational downtime and accelerate recovery of government and business after disasters.
- Reduce the costs of disaster response and recovery and the exposure to risk for first responders.
- Help accomplish other community objectives, such as capital improvements, infrastructure protection, open space preservation, and economic resiliency.

Having a hazard mitigation plan will increase awareness of hazards, risk, and vulnerabilities; identify actions for risk reduction; focus resources on the greatest risks; communicate priorities to state and federal officials; and increase overall awareness of hazards and risks.

Mitigation Activities for Risk Reduction

Possible mitigation activities may include:



Adoption and enforcement of regulatory tools, including ordinances, regulations, and building codes, to guide and inform land use, development, and redevelopment decisions in areas affected by hazards.



Acquisition or elevation of flood-damaged homes or businesses retrofit public buildings, schools, and critical facilities to withstand extreme wind events or ground shaking from earthquakes.



Creating a buffer area by protecting natural resources, such as floodplains, wetlands, or sensitive habitats. Additional benefits to the community may include improved water quality and recreational opportunities.



Implement outreach programs to educate property owners and the public about risk and about mitigation measures to protect homes and businesses.

Mitigation Plan Implementation & Monitoring

History shows that hazard mitigation planning and the implementation of risk reduction activities can significantly reduce the physical, financial, and emotional losses caused by disasters. Putting the plan into action will be an ongoing process that may include initiating and completing mitigation projects and integrating mitigation strategies into other community plans and programs. Monitoring the plan's implementation helps to ensure it remains relevant as community priorities and development patterns change.

Planning Guidance, Tools, and Resources

FEMA provides a variety of guidance, tools, and resources to help communities develop hazard mitigation plans. These resources and more can be found online at: www.fema.gov/hazard-mitigation-planning-resources.

- [Hazard mitigation planning laws, regulations, and policies](#) guide development of state, local, and tribal FEMA-approved hazard mitigation plans.
- The [Local Mitigation Planning Handbook](#) is the official guide for governments to develop, update, and implement local plans. The Handbook includes guidance, tools, and examples communities can use to develop their plans.
- [Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards](#) provides ideas for mitigation actions.
- Visit www.fema.gov/hazard-mitigation-planning-training for more information on available online and in-person mitigation planning training.

"FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards."

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: September 27, 2021**TO:****RE:** Latinx Heritage Month

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
------------	-------------	---------------

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE LATINX HERITAGE MONTH

WHEREAS, Latinx Heritage Month is an important reminder of how much strength our nation draws from our immigrant roots and values as a nation of immigrants; and

WHEREAS, we celebrate the countless contributions of more the sixty million Latinx Americans to our culture and society; and

WHEREAS, Latinx Americans are the largest minority group in the United States today with generations of Latinx Americans having consistently helped make our country strong and prosperous; and

WHEREAS, the United States has benefited from the many contributions of Latin scientists, doctors, diplomats, military members, engineers, elected officials and many other workers and homemakers; and

WHEREAS, the United States Cabinet has four Latin Sectaries - Secretary of Health and human Services Xavier Becerra, Secretary of Homeland Security Alejandro Mayorkas, Secretary of Education Miguel Cardona, and Small Business Administrator Isabel Guzman; and

WHEREAS, we recognized that America cannot succeed unless Latin families and communities succeed, sharing equally in the benefits of our recovery and investments; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

WHEREAS, they contribute to our nation beyond description by embodying the best of our American values including commitment to faith, family, and county; and

WHEREAS, as we honor and celebrate the contributions of Latinx people to our Nation, we also reaffirm our commitment to extending the hand of friendship to Latin American and strengthening democracy in that regions. .

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, does hereby acknowledge, celebrate, and recognize September 15th through October 15th, 2021 as Latinx Heritage Month.

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: September 27, 2021

TO: City Council

CC:

RE: CLERK OF COURT REPORT MONTH ENDING AUGUST 2021

I am submitting monies collected from the courts held on, 8/5, 8/12, 8/19 and 8/26/21. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 8,173.00
---	-------------	-------------

Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 12,120.00
------------------------------------	-------------	--------------

Sub-Total (To General Revenue Fund)		\$ 20,293.00
-------------------------------------	--	--------------

Computerization Needs Fund	(#211.4510)	\$ 1,400.00
----------------------------	-------------	-------------

Enforcement & Education Fund	(#293.4616)	\$ 50.00
------------------------------	-------------	----------

Sub-Total		\$ 1,450.00
-----------	--	-------------

Total Amount Submitted		\$ 21,743.00
-------------------------------	--	---------------------

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 phone****Memo**

DATE: September 27, 2021**TO:****CC:****RE: Liquor Permit for Shah karim Inc. DBA Nishis Market**

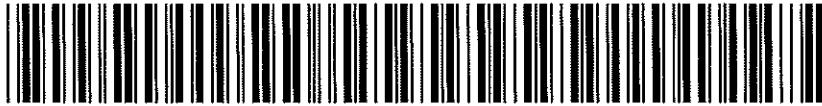
NOTICE TO LEGISLATIVE
AUTHORITYOHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

8019034		STCK		SHAH KARIM INC DBA NISHIS MARKET 6505 E LIVINGSTON AV 1ST FL REYNOLDSBURG OH 43068
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 17 2021				
FILING DATE				
C1 C2		PERMIT CLASSES		
25	220	B	F25993	
TAX DISTRICT		RECEIPT NO.		

FROM 09/03/2021

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



MAILED 09/03/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN, 10/04/2021

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 STCK 8019034

(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 OfficerCLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Attachment: Nishis Market (Liquor Permit for Nishis Market)

For Questions call
(614) 644-3162
Office Hours -
8:00 a.m. - 5:00 p.m.

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>



APPLICATION FOR CHANGE OF CORPORATE STOCK OWNERSHIP
PROCESSING FEE \$100.00 CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING TRANSFER(S) OF STOCK

Permit Holder Name SHAH KARIM INC		Liquor Permit Number(s) 8019034 F025913 AK
Permit Premises Address 6505 E LIVINGSTON AVE, REYNOLDSBURG, OH 43068		
Email Address: [Grid]		
Attorney's Name, Address and Telephone Number (If represented) MOLLY JEFFCOTT, ABRAHAM LAW OFFICES, 24 N HIGH ST, COLUMBUS, OH 43215 (614) 221-3474		
Is Stock Traded on a National Exchange? ☐ YES ☒ NO		If YES, give Name of Exchange and Symbol

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION A: PREVIOUS 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) SHAH KARIM			100
2)			
3)			
4)			
5)			
SECTION B: REVISED 5% OR MORE STOCKHOLDERS			
Name	BIRTHDATE	Social Security Number/FTI#	Number of Shares Issued For Stock Transfer Only (NOT Percentages)
1) SHAH KARIM			50
2) CHOUDHARY YOUNAS ALI			50
3)			
4)			
5)			

NOTE: If any Stockholder is a business entity, that entity must list it's federal tax identification number (FTI #) above.	TOTAL NUMBER OF SHARES ISSUED 100
--	---

LIST THE TOP FOUR OFFICERS OF THE CAPTIONED CORPORATION. IF AN OFFICE IS NOT HELD, PLEASE INDICATE BY WRITING "NONE"	Social Security Number	Birthdate
1) CEO/President SHAH KARIM		
2) Vice-President		
3) Secretary CHOUDHARY Y. ALI		
4) Treasurer		

Attachment: Nishis Market (Liquor Permit for Nishis Market)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Public Service and Transportation Committee

RE: Main Street Utility Relocation Project (Main Street and Lancaster Avenue Intersection)

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO THE MAIN STREET UTILITY RELOCATION PROJECT (MAIN STREET AND LANCASTER AVENUE), APPROPRIATING FUNDS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, it is in the City of Reynoldsburg best interest to relocate all aerial facilities on the north side of East Main Street from Blacklick Creek to Lancaster Avenue and across East Main Street from Apple Alley north to French Drive; and

WHEREAS, the City Engineer has reviewed the proposal submitted by Complete General, who is our general contractor for the Main Street Phase I Project improvements; and

WHEREAS, given the sequence of construction this work will need to be completed in the coming weeks to accommodate the original Main Street Phase I Project improvements; and

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

WHEREAS, relocating these facilities will allow the area to be consistent, aesthetically, with the other portions of Main Street that are to the West all the way to Brice Road and to the East throughout the Olde Reynoldsburg Commercial District; and

WHEREAS, relocating these facilities further promotes public safety at a heavily traveled intersection where traffic accident often occur, substantially reducing the risk that an overhead power line could be struck and fall upon a pedestrian or motorists; and

WHEREAS, the City Engineer has also concluded that Complete General Construction has the ability, the resources, and the experience to properly complete the project, and given time constraints, has recommended that this project be awarded to Complete General Construction at a base bid of \$1,127,812.00; and

WHEREAS, this contract shall be considered a “change order” to the original construction contract awarded to Complete General for the Main Street Phase I Project improvements and does not require competitive bidding; and

WHEREAS, in the alternative, pursuant to Reynoldsburg City Charter Section 8.04, the Ohio Revised Code Section 735.051, and Reynoldsburg Code of Ordinances Section 175.01(j) competitive bidding may be waived for a real and present emergency that affects public safety and the welfare of the community.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Complete General Construction for the Main Street Utility Relocation Project (Main Street and Lancaster Avenue intersection) for a base bid of \$1,127,812.00 plus an additional \$56,390.60 (5%) for contingency purposes.

SECTION 2. That an amount of \$1,184,202.60 from the unappropriated Capital Improvement

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

Fund (410) be appropriated to the Capital Improvement Project Fund 410.000.0170.5659 Old Reynoldsburg-Davidson-Jackson Miscellaneous Infrastructure.

SECTION 3. That pursuant to Reynoldsburg City Charter Section 8.04, the Ohio Revised Code Section 735.051, and Reynoldsburg Code of Ordinances Section 175.01(j) competitive bidding may be waived for a real and present emergency.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city to meet contract deadlines and meet OPWC timelines; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG ELECTRICAL AND COMMUNICATION DUCTBANK CONSTRUCTION FOR EAST MAIN STREET August 5, 2021							
Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
Roadway							
1	CMSC	202	Existing Pipe Removed (2-in to 1.5-in)	225	L.F.	\$ 15.00	\$ 3,375.00
2	CMSC	202	Concrete Curb, Removed	65	L.F.	\$ 6.00	\$ 390.00
3	CMSC	202	Trees Removed	1	Ea.	\$ 500.00	\$ 500.00
4	CMSC	253	Full Depth Pavement Repair, Over Utility Trench	342	S.Y.	\$ 120.00	\$ 41,040.00
5	CMSC	253	Alley Pavement Replacement (Per Plan)	37	S.Y.	\$100.00	\$3,700.00
6	CMSC	253	Driveway Replacement, Type 3C (Gravel)	4	S.Y.	\$425.00	\$1,700.00
7	CMSC	253	Commerical Concrete Drive Approach Replacement, Class "COC MS", (T=8 in)	42	S.Y.	\$75.00	\$3,150.00
8	CMSC	608	Concrete Walk (4") with 4" Aggregate Base, Class "COC 5", Buff Wash	95	S.F.	\$ 7.00	\$ 665.00
9	CMSC	609	Combination Curb and Gutter, T=6-inch	30	L.F.	\$ 26.00	\$ 780.00
10	CMSC	609	18" Straight Concrete Curb, Per R-8	35	L.F.	\$ 35.00	\$ 1,225.00
11	CMSC	659	Seeding and Mulching	178	S.Y.	\$ 4.00	\$ 712.00
12	CMSC	661	Plantings, As Per Plan	0	Ea.	\$ -	\$ -
13	SS	SPEC	Electrical Panel To be Removed and Replaced	1	Ea.	\$ 1,200.00	\$ 1,200.00
14	SS	SPEC	Park Bench To Be Removed and Relocated	1	Ea.	\$ 750.00	\$ 750.00
Roadway Subtotal=							\$ 59,187.00
Electrical Duct Bank							
15	SS	SPEC	AEP Manhole, (12'x7')	3	Ea.	\$ 46,000.00	\$ 138,000.00
16	SS	SPEC	(2)-5-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	55	LF	\$ 425.00	\$ 23,375.00
17	SS	SPEC	(7)-5-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	370	LF	\$ 475.00	\$ 175,750.00
18	SS	SPEC	(12)-5-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	400	LF	\$ 650.00	\$ 260,000.00
19	SS	SPEC	(14)-5-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	90	LF	\$ 675.00	\$ 60,750.00
Electrical Duct Bank Subtotal=							\$ 657,875.00

**CITY OF REYNOLDSBURG
ELECTRICAL AND COMMUNICATION DUCTBANK CONSTRUCTION
FOR
EAST MAIN STREET
August 5, 2021**

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
Communication Duct Bank							
20	ODOT	621	Communication Manhole (4'x4')	6	Ea.	\$ 16,000.00	\$ 96,000.00
21	SS	SPEC	(4)-4-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	290	LF	\$ 325.00	\$ 94,250.00
22	SS	SPEC	(8)-4-Inch PVC. Schedule 40 Conduit, Concrete Encased in Trench with Low Strength Mortar Backfill	490	LF	\$ 450.00	\$ 220,500.00
Communication Duct Bank Subtotal =							\$ 410,750.00
Construction Subtotal =							\$1,127,812.00

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Finance and Administration Committee

RE: Contract for Property, Liability, Auto, and Terrorism Coverage with Willis Tower Watson

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

This is an emergency measure in order to ensure the City has the full coverage for property, liability, auto and terrorism.

Authorization for the Mayor to enter into a contract with Willis Tower Watson for the City's Property, Liability, Auto and Terrorism Coverage beginning October 14, 2021 through October 13, 2022 with a cost of \$291,620.00.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY INSURANCE FOR 2021-2022, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

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 for the City property, liability, automobile and terror insurance coverage for a one year period beginning October 14, 2021 through October 13, 2022 with Willis of Ohio, Inc. and its related companies

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

in the amount not to exceed two hundred ninety-one thousand, six hundred twenty dollars (\$291,620.00).

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby waived.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****RESOLUTION REQUEST**

DATE: September 27, 2021

TO: Finance and Administration Committee

RE: Franklin County Tax Rates for 2022

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
-------------------------	-------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor due October 1st

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE FRANKLIN COUNTY AUDITOR, AND
DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2022; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by Franklin County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

AND BE IT FURTHER RESOLVED that:

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file “Schedule A” with the Franklin County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each tax necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City of Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage by Council and the Mayor’s signature.

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General		\$363,185.09	0.40	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		268,715.93	0.30	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund				
TOTAL		\$631,901.02	0.70	

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of
this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being
called upon its adoption the vote resulted as follows:

Adopted the _____ day of _____, 2021.

Attest:

Clerk of Council

President of Council

REYNOLDSBURG

Franklin County, Ohio.

Attachment: Franklin County Tax Rates Exhibit (116-21 : Franklin County Tax Rates for 2022)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****RESOLUTION REQUEST**

DATE: September 27, 2021

TO: Finance and Administration Committee

RE: Licking County Tax Rates for 2022

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak
-------------------------	-------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor due October 1st

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE LICKING COUNTY AUDITOR, AND
DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2022; and

WHEREAS, the Budget Commission of Licking County, Ohio, has certified its action thereon to the Council for the City of Reynoldsburg together with an estimate by the Licking County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation; and

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted;

AND BE IT FURTHER RESOLVED that:

Section 1: The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file “Schedule A” with the Licking County Auditor.

Section 2: It is hereby levied on the tax duplicate of the City of Reynoldsburg the rate of each tax necessary to be levied within and without the ten mill limitation.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and financial needs of the City of Reynoldsburg, wherefore this Resolution shall take effect immediately upon its passage by Council and the Mayor’s signature.

REYNOLDSBURG CITY

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES
2021 TAX YEAR COLLECTED IN 2022
(LICKING COUNTY PORTION ONLY)

SCHEDULE A

FUND	Amount Approved by Budget Com- mission Inside <u>10m. Limitation</u> Column I	Amount to Be Derived from Levies Outside <u>10M. Limitation</u> Column II	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10M <u>Limit</u>	Outside 10M <u>Limit</u>
			III	IV
General Fund	101,137		0.400	
Police Pension	75,853		0.300	
TOTAL	176,990	0	0.700	0.000
GRAND TOTALS	176,990	0.700		

Attachment: Licking County Tax Rate Exhibit (117-21 : Licking County Tax Rates for 2022)

SCHEDULE B**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Co. Auditor's Est. of Yield of Levy
TOTALS	0

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: **September 27, 2021**

TO: **Finance and Administration Committee**

RE: **Appropriation of Funds for Property Purchase**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

This ordinance will transfer the necessary funds to cover the cost of the property purchases of two parcels on East Main Street across from Glen Rest Cemetery

**AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL
PROPERTIES TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING
AN EMERGENCY**

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits for the public purpose of commercial redevelopment in the City that will create jobs and improve the quality of life for residents of the City, and

WHEREAS, the proposed properties are located as two parcels on East Main Street across from Glen Rest Cemetery; and

WHEREAS, funds for the purchase of these properties needs to be transferred from the General Fund (110) to the Capital Improvement Fund (410); and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, both Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allow the City to acquire real property.

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

Section 1. The consideration to be paid for the parcels is one million, one hundred fifty thousand (\$1,150,000.00), to be paid upon execution and delivery to the City of Reynoldsburg, a General Warranty Deed accompanied by a title guaranty conveying the premises to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 2. To purchase the properties, an amount one million, one hundred sixty-five thousand (\$1,165,000.00), purchase price plus closing and contingency costs, is directed to be appropriated from the unappropriated General Fund (110), account number 110.000.5501 to the unappropriated Capital Improvements Fund (410) to account number 410.000.4990.

Section 3. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. Further, the reason for such necessity is to acquire the property timely at the agreed upon price; therefore, this Ordinance shall take effect immediately upon passage and the Mayor's signature.

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

ORDINANCE REQUEST

DATE: September 27, 2021
TO: Development, Parks and Recreation Committee
RE: Purchase of Real Property at 0 E Main St, Reynoldsburg, OH 43068

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Request is to authorize the appropriation of \$1,150,000.00 from the unappropriated CIP Fund (410).

Statement of necessity for Emergency passage: to acquire the property timely at the agreed upon price

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED ON EAST MAIN STREET TO BE OWNED BY THE CITY OF REYNOLDSBURG FOR A PUBLIC PURPOSE, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to purchase such land for the purpose of re-development on the land consistent with the Comprehensive Master Plan; and

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allows the City to acquire real property.

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

SECTION 1. The Mayor is hereby authorized to purchase the real property located on East Main Street, Reynoldsburg, Ohio, Franklin County Parcel Number 060-003828-00, and Licking County Parcel Number 013-030390-00

SECTION 2. The legal description attached as Exhibit A and B shall be incorporated by reference.

SECTION 3. The consideration of payment for the property is one-million one-hundred, fifty-thousand dollars (\$1,150,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition of one-million one-hundred, fifty-thousand dollars (\$1,150,000.00) is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated CIP Fund (410) and appropriated to account number 410.000.0184.5601 Land Main Street Development. Funds will be reimbursed upon resale of the property.

SECTION 5. In addition to the purchase price, an additional fifteen thousand dollars (\$15,000) shall be appropriated as a contingency from the unappropriated CIP Fund (410) and appropriated to account number 410.000.0184.5601 Land Main Street Development.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

SECTION 6. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 7. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 8. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 9. This Ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. This Ordinance shall take effect immediately upon the signature of the Mayor.

LETTER OF INTENT
0 E. Main Street, Reynoldsburg, Ohio

The following summarizes the Letter of Intent to purchase between William C. Davis Trust, John C. Lucas, Trustee (hereinafter "Seller") and The City of Reynoldsburg (hereinafter "Buyer") with respect to the Seller's property and parcels located in Franklin and Licking County on East Main Street across from the Glen Rest Cemetery in Reynoldsburg, Ohio.

<u>PROPERTY DESCRIPTION</u>	Real property described as one parcel comprising the address of 0 E. Main Street, Reynoldsburg, OH, on the Northside of Main Street directly across from the Glen Rest Cemetery (Licking County Parcel No. 013-030390-00.00 and Franklin County Parcel No. 060-003828-00.00).
<u>PURCHASE PRICE</u>	\$1,150,000.00 (or another amount to be agreed upon) to be paid at closing in immediately available funds.
<u>SELLER DELIVERABLES</u>	Seller shall provide to Buyer copies of all of its documents, reports, and investigations related to the Property and copies of all environmental report and investigations with respect to the Property.
<u>BUYER DUE DILIGENCE:</u>	Buyer shall have a 30-day period within which to commence a due diligence investigation of the Property, which will include an appraisal, Phase One Environmental Assessment, and a review of any and all copies of environmental reports and investigations with respect to the Property provided by Seller.
<u>REPRESENTATIONS AND WARRANTIES:</u>	Seller shall deliver the Property with standard representations and warranties, including assurance, to the Seller's best of knowledge, that the site is free of hazardous materials, the validity of all leases on the Property, any existing or threatened lawsuits, and notification regarding potential condemnation or other actions that would affect the Property.
<u>TITLE:</u>	Seller shall provide Buyer copies of a current preliminary title commitment from Esquire Title Services, Inc. current title insurance policy, legible copies of all underlying documents, an ALTA survey and any other available survey for the subject property and adjacent property, documentation related to any easements and other encumbrances. Seller shall be responsible for updating preliminary title reports. Buyer may obtain, at Buyer's expense, an ALTA survey of the Property. Buyer shall be responsible for completing its own investigation with appropriate governmental agencies and departments.

Attachment: LOI.counter_ (119-2021 : Purchase of Real Property on East Main Street)

CLOSING

Unless changed as provided herein, the Closing shall be held at **TBD** on or before the date fifteen (15) days after The City of Reynoldsburg City Council has given full authorization to proceed with the transaction ("Closing Date"). Seller shall pay all delinquent real estate taxes due and payable prior to the year of closing and all special assessments due, pending or levied. Current year real estate taxes, rents and other customary prorated items shall be paid by Seller and Buyer according to the usual and customary allocation of same by the escrow agent. Buyer, at the time of closing, shall pay for all typical buyer costs and fees associated with the Closing, including, but not limited to: appraisals, underwriting fees, inspections, closing costs, title costs, and recording fees. Seller to pay typical seller's costs including title insurance.

BROKERAGE

J.R. Kern at Capitol Equities shall be representing the Seller. Seller shall pay the entire amount of any brokerage commission due to Capitol Equities in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from any claim or loss, including reasonable attorneys' fees, incurred in connection with any such fee or commission.

It is understood and agreed that this letter and our negotiations are not an offer to purchase the Property and that neither party shall have any obligation or liability to the other, it being understood that only a subsequent Purchase and Sale Agreement executed by Seller and Buyer shall be legally binding.

Joe Begeny, Mayor of Reynoldsburg

APPROVED AS TO FORM:

Chris Shook, City Attorney

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **William C. Davis Trust, John C. Lucas, Trustee** ("Seller"; Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

- A. Seller is the owner of one parcel identified as Franklin County, Ohio Parcel Number 060-003828-00.00 and Licking County Parcel Number 013-030390-00.00, commonly known as 0 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 13.66 acre tract that contains no improvements (hereinafter "the Property").
- B. Seller desires to sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.
- C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price and Earnest Money Deposit.

- A. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be One Million, One Hundred and Fifty Thousand Dollars (\$1,150,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.
- B. **Earnest Money Deposit.** Buyer shall deposit Ten Thousand and 00/100 Dollars (\$10,000.00) cash as Earnest Money with Esquire Title Services, Inc., C/O Karen Lash, 614-783-4540, within five (5) business days of the Effective Date. If the Earnest Money is not deposited by the Effective Date, the Contract shall be null and void.

If Buyer timely terminates the Contract in accordance with Article 5.B., the Earnest Money shall be promptly returned to Buyer.

If the Seller defaults per Article 11.K.1., the Earnest Money shall be delivered to Buyer.

If the Buyer defaults per Article 11.K.2., the Earnest Money shall be delivered to Seller.

At closing, the Earnest Money shall be applied to the Purchase Price.

Article 2: Closing; Possession; Condition of Property.

- A. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter, except those obligations outlined in Article 3.
- B. Possession. Buyer shall be entitled to possession of the Property at the Closing.
- C. Condition. The Property and each building or other improvement thereon shall be sold on an "AS-IS, WHERE IS" condition as of the Effective Date with all faults and without any representations or warranties whatsoever, express or implied, as of the closing except as expressly set for the herein.

Article 3: Inspection of the Property.

Inspection of Property. Within forty-five (45) days after the Effective Date ("Inspection Period"), Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental

entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

- A. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:
1. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to and survey, if any, of the Property.
 2. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.
 3. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.
- B. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(A), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the Earnest Money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(A), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- A. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Seller, at Seller's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.
- B. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").
- C. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment, but no longer than forty-five (45) days after the Effective Date, to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").
 - 1. In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period; Buyer, at Buyer's option, shall have the right to waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter.
 - 2. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).
- D. Title Commitment, Title Policy and Survey Premium and Fees. Seller shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of

the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

- A. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property, unless the Transfer is exempt from the conveyance fee, and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.
- B. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.
- C. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

- A. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:
 - 1. Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.
 - 2. Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the

owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.

3. Authority. One or more certificates of Seller regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.
 4. Documents. Originals, as available, or copies of all contracts relating to the Property.
 5. Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.
 6. Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non-foreign person certificate [§1445, IRC, FIRPTA], if required.
- B. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:
1. Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.
 2. Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

- A. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- B. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same

pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

- A. Seller's Representations. Seller represents and warrants to the best of its knowledge and/or belief and without a duty to investigate that the following as of the Effective Date which said representations and warranties shall survive the Closing:
1. There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation, other than Property Maintenance Code Violations issued by Buyer from time to time;
 2. There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof, except as set forth in 10.A.1.;
 3. Seller has not received notice, written or otherwise, from any governmental or quasi- governmental agency requiring correction of any condition with respect to the Property or any part thereof;
 4. Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
 5. Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;

6. On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
7. There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
8. Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract.
9. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
10. To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
11. Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will affect the Property;
12. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
13. To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
14. Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
15. Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract;

16. Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission; and
17. At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.
- B. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers and employees harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(A)(1-17), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation.

Article 11: General and Miscellaneous Provisions.

- A. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid or by a national overnight delivery service. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system or the national overnight delivery service. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
 City of Reynoldsburg
 7232 E. Main Street
 Reynoldsburg, Ohio 43068
 ATTN: Joe Begeny, Mayor

Seller:
 William C. Davis Trust
 John C. Lucas, Trustee
 Two Miranova Place
 Suite 700
 Columbus, Ohio 43215

With a copy to:
 Chris Shook, Esq., City Attorney
 City of Reynoldsburg
 7232 E. Main Street
 Reynoldsburg, Ohio 43068

Alicia E. Zambelli, attorney for Seller
 Two Miranova Place
 Suite 700
 Columbus, Ohio 43215

- B. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or

waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.

- C. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.
- D. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.
- E. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.
- F. Real Estate Brokerage Commission. The Seller represents that J.R. Kern/Capitol Equities, Columbus, Ohio has been employed to represent it in this transaction. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.
- G. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural

person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

- H. Time. Time is of the essence with respect to the performance of each provision of this Contract.
- I. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.
- J. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:
1. Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange;
 2. Under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder;
 3. Neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code,
 4. Each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange; and
 5. Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.
- K. Defaults and Remedies.
1. Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
 2. Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with

any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

- L. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.
- M. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:
City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:
City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:
William C. Davis Trust, John C. Lucas Trustee,

By: _____

Its: _____

Date: _____

Exhibit A

PARCEL NUMBER ONE: Situated in the County of Franklin, in the State of Ohio, and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “D” of LUDLOW SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 33, page 72-73, Recorder’s Office, Franklin County, Ohio.

PARCEL NUMBER TWO: Situated in the County of Franklin, in the State of Ohio, and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “A” of GLEN CREST AMENDED SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, page 176, Recorder’s Office, Licking County, Ohio.

EXHIBIT A

Situated in the county of Franklin, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve "D" of LUDLOW SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 33, pages 72 and 73, Recorder's Office, Franklin County, Ohio.

Subject to all restrictions, right of way and easements, if any, of previous record.

Parcel No. 060-003828-00

Last Transfer: Instrument No. 199612040239725

Last Transfer Date: December 3, 1996

Street Address: 0 E. Main Street

EXHIBIT B

Situated in the county of Licking, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve "A" of GLEN CREST AMENDED SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, pages 176, Recorder's Office, Licking County, Ohio.

Parcel No. 13-030390-00.00

Last Transfer: Instrument No. 200008040024968

Last Transfer Date: December 5, 1996

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Purchase Property at 7277 East Main Street

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Request is to authorize the appropriation of \$720,000.00 from the unappropriated CIP Fund (410).

Statement of necessity for Emergency passage: to acquire the property timely at the agreed upon price

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 7277 EAST MAIN STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to use the land for a public purpose; and

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allows the City to acquire real property.

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

SECTION 1. The Mayor is hereby authorized to purchase the real property located at 7277 East Main Street, Reynoldsburg, Ohio, Franklin County, Ohio Parcel Number 060-000071-00.

SECTION 2. The legal description attached as Exhibit A shall be incorporated by reference.

SECTION 3. The consideration of payment for the property is seven-hundred, twenty-thousand dollars (\$720,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition of seven-hundred, twenty-thousand dollars (\$720,000.00) is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated CIP Fund (410) and appropriated to account number 410.000.0184.5611 Main Street Development. Funds will be reimbursed upon resale of the property.

SECTION 5. In addition to the purchase price, an additional fifteen thousand dollars (\$15,000) shall be appropriated as a contingency from the unappropriated CIP Fund (410) and appropriated to account number 410.000.0184.5611 Main Street Development.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

SECTION 6. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 7. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 8. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 9. This Ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. This Ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Don Moyer**, ("Seller"); (Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

- A. Seller is the owner of one parcel identified as Franklin County, Ohio Parcel Number 060-000071-00.00, commonly known as 7277 East Main St., Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 0.42 acre tract that contains a commercial garage (hereinafter "the Property").
- B. Seller desires to sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.
- C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Seven Hundred Sixteen Thousand Eight Hundred Dollars (\$716,800.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

Article 2: Closing; Possession; Condition of Property.

- A. **Closing.** Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter, except those obligations outlined in Article 3.

- B. Possession. Buyer shall be entitled to possession of the Property through the 60th day after closing. Buyer agrees to compensate Seller an additional Sixteen Hundred Dollars (\$1,600) if Seller vacates the Property and grants possession to Buyer on or before the 30th day after Closing.
- As a condition of this provision, Seller agrees to maintain a policy of property and liability insurance for the Property during the time period of Seller's possession in the amount of One Million Dollars (\$1,000,000.00).
- C. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

- A. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

1. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.
 2. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.
 3. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.
- B. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the earnest money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- A. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Seller, at Seller's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregated dollar amount of the Purchase Price for the Property.

- B. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").
- C. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").
1. In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property
 2. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).
- D. Title Commitment, Title Policy and Survey Premium and Fees. Seller shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

- A. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance

fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

- B. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.
- C. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

- A. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:
1. Deed. A recordable limited warranty deed (the "Deed") which conveys to ~~Buyer~~Buyer's Assignee, the Reynoldsburg Community Improvement Corporation, good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.
 2. Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.
 3. Authority. One or more certificates of Seller regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.
 4. Documents. Originals, as available, or copies of all contracts relating to the

Property.

5. Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.
 6. Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non-foreign person certificate [§1445, IRC, FIRPTA], if required.
- B. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:
1. Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.
 2. Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

- A. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- B. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract

at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

A. Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

1. There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
2. There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;
3. Seller has not received notice, written or otherwise, from any governmental or quasi- governmental agency requiring correction of any condition with respect to the Property or any part thereof;
4. Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
5. Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
6. On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
7. There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
8. Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract. Should Seller fail to secure authority from its Members, this Real Estate Purchase Contract shall be null and void and the Earnest Money shall

be returned to Buyer.

9. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
 10. To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
 11. Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will affect the Property;
 12. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
 13. To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
 14. Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
 15. Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and
 16. Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.
 17. At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.
- B. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action,

penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(A)(1-17), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation. Seller further agrees to indemnify and hold Buyer harmless for any damages caused by a condition of the Property and/or damage to the Property sustained during the time period of Seller's extended possession as set forth in Article 2(B) of this Agreement.

Article 11: General and Miscellaneous Provisions.

- A. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Seller:

Don Moyer
7277 East Main St
Reynoldsburg, Ohio 43068
ATTN:

With a copy to:

Chris Shook
7232 E. Main Street
Reynoldsburg, Ohio 43068

Agent Patrick West
614-861-0394
patrickwest@westregroup.com
Keller Williams Greater Columbus Realty
1 Easton Oval
Suite 100
Columbus, Ohio 43219

Title Agent
Karen Lambert
614-860-0005
klambert@valmerland.com
10710 Blacklick Eastern Rd.
Suite 100

Pickerington, Ohio 43147

- B. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.
- C. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.
- D. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.
- Seller acknowledges and agrees that Buyer intends to assign and transfer its rights under this contract and the sale of the Property to the Reynoldsburg Community Improvement Corporation subject to acceptance of such transfer by the Reynoldsburg Community Improvement Corporation.
- E. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.
- F. Real Estate Brokerage Commission. The Seller represents that Keller Williams Greater Columbus Realty, Agent Patrick West will represent it in this transaction. The Buyer represents that no real estate broker or other Person has been employed for compensation

to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.

- G. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.
- H. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.
- I. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:
1. Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange;
 2. Under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder;
 3. Neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code,
 4. Each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange; and
 5. Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

J. Defaults and Remedies.

1. Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
2. Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

K. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

L. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

M. Closing: This contract shall be performed, and this transaction closed, on or before ~~09/30/2021~~ 10/13/2021 unless the parties agree in writing to an extension.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:
City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:
City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:
Don Moyer,

By: _____

Its: _____

Date: _____

Exhibit A
Legal Description

Formatted: Thick underline

Situated in the State of Ohio, County of Franklin and in the City of Reynoldsburg:

Being Lots 21 and 22; Lot Number 21 being bounded on the north by the United States Road and on the east by Water Street; thence Lot 22 being bounded on the west by Blacklick Creek and on the north by the United States Road, excepting therefrom 60 feet off the south part of said Lots 21 and 22 as conveyed to the Trustees of the Reynoldsburg Elgin Butter Factory as described in Deed Book 325, Page 413, Plat of said Village of Reynoldsburg, as the same is recorded in Plat Book 3, Page 159, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM THE FOLLOWING from Instrument Number 199803240066860.

Situated in the City of Reynoldsburg Township of Truro, County of Franklin, State of Ohio, and in Section 18, Town 16 North, Range 20 West, and lying on the right side of the centerline of a survey made by the Department of Transportation, and bounded and described as follows:

Commencing at a monument box found at the intersection of U.S. 40 and Haft Street, being centerline of survey Station 116 plus 27.37;

thence North 89 degrees 00 minutes 00 seconds East, 826.22 feet along the centerline of survey for U.S. 40 to a point, being centerline of survey Station 124 plus 53.59;

thence South 1 degree 00 minutes 00 seconds East, 40.00 feet to a point at the Owners' northwesterly property corner, the existing southerly right of way line for U.S. 40 and the northwesterly corner of Lot 22 of the Village of Reynoldsburg Plat as shown on the plat of record in Plat Book 3, Page 159, in the Franklin County Recorder's Office, being 40.00 feet right of Station 124 plus 53.59 and also being the PLACE OF BEGINNING;

thence North 89 degrees 00 minutes 00 seconds East, 56.41 feet along the Owners' Northerly property line, the existing southerly right of way line for U.S. 40 and the northerly line of Lot 22 to a point, being 40.00 feet right of Station 125 plus 10;

thence South 62 degrees 26 minutes 06 seconds West, 67.08 feet along the proposed southerly right of way line for U.S. 40 to an angle point, being 20.00 feet right of Station 124 plus 50,

thence South 89 degrees .00 minutes 00 seconds West, 5.01 feet along the proposed southerly right of way line for U.S. 40 to a point in Owners' westerly property line and the westerly line of Lot 22, being 70.00 feet right of Station 124 plus 44.99;

thence North 15 degrees 00 minutes 00 seconds East, 31.21 feet along the Owners' westerly property line and the westerly line of Lot 22 to the Place of Beginning, containing 0.021 of an acre, more or less, of which the present road occupies 0.0 acres.

Basis of bearing: The centerline of U.S. 40 is North 89 degrees 00 minutes 00 seconds East.

This description is based on a survey made under the direction and supervision of Alden M. McGee, Registered Surveyor No. 5679.

Said stations being the Station Numbers as stipulated in the hereinbefore mentioned survey and as shown by plats on file in the Department of Transportation, Columbus, Ohio.

Known As: 7277 E Main Street, Reynoldsburg OH 43068

Parcel No. 060-000071-00

LETTER OF INTENT
1415 Water Street, Reynoldsburg, Ohio

The following summarizes the Letter of Intent to purchase between Don Moyer (hereinafter "Seller") and The City of Reynoldsburg (hereinafter "Buyer") with respect to the Seller's property and parcels located in Franklin and Licking County on East Main Street across from the Glen Rest Cemetery in Reynoldsburg, Ohio.

PROPERTY DESCRIPTION

Real property described as one parcel comprising approximately .42 acres located at the address of 1415 Water Street, Reynoldsburg, OH, 43068 (Franklin County Parcel No. 060-000071-00.00).

PURCHASE PRICE

\$730,000.00 (or another amount to be agreed upon) to be paid at closing in immediately available funds.

SELLER DELIVERABLES

Seller shall provide to Buyer copies of all of its documents, reports, and investigations related to the Property and copies of all environmental report and investigations with respect to the Property.

**BUYER DUE
DILIGENCE:**

Buyer shall have a 30-day period within which to commence a due diligence investigation of the Property, which will include an appraisal, Phase One Environmental Assessment, and a review of any and all copies of environmental reports and investigations with respect to the Property provided by Seller.

**REPRESENTATIONS
AND WARRANTIES:**

Seller shall deliver the Property with standard representations and warranties, including assurance, to the Seller's best of knowledge, that the site is free of hazardous materials, the validity of all leases on the Property, any existing or threatened lawsuits, and notification regarding potential condemnation or other actions that would affect the Property.

TITLE:

Seller shall provide Buyer copies of a current preliminary title commitment from **TBD** current title insurance policy, legible copies of all underlying documents, an ALTA survey and any other available survey for the subject property and adjacent property, documentation related to any easements and other encumbrances. Seller shall be responsible for updating preliminary title reports. Buyer may obtain, at Buyer's expense, an ALTA survey of the Property. Buyer shall be responsible for completing its own investigation with appropriate governmental agencies and departments.

Attachment: 20210806154727519 (Purchase of Real Property at 7277 East Main Street)

CLOSING

Unless changed as provided herein, the Closing shall be held at **TBD** on or before the date fifteen (15) days after The City of Reynoldsburg City Council has given full authorization to proceed with the transaction ("Closing Date"). Seller shall pay all delinquent real estate taxes due and payable prior to the year of closing and all special assessments due, pending or levied. Current year real estate taxes, rents and other customary prorated items shall be paid by Seller and Buyer according to the usual and customary allocation of same by the escrow agent. Buyer, at the time of closing, shall pay for all typical buyer costs and fees associated with the Closing, including, but not limited to: appraisals, underwriting fees, inspections, closing costs, title costs, and recording fees. Seller to pay typical seller's costs including title insurance.

BROKERAGE

Seller shall pay the entire amount of any brokerage commission due in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from any claim or loss, including reasonable attorneys' fees, incurred in connection with any such fee or commission.

It is understood and agreed that this letter and our negotiations are not an offer to purchase the Property and that neither party shall have any obligation or liability to the other, it being understood that only a subsequent Purchase and Sale Agreement executed by Seller and Buyer shall be legally binding.



Joe Begeny, Mayor of Reynoldsburg**APPROVED AS TO FORM:**

Chris Shook, City Attorney

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Purchase of Real Property at 1415 Water St, Reynoldsburg, OH 43068

Request is to authorize the appropriation of \$110,000.00 from the unappropriated CIP Fund (410).

Statement of necessity for Emergency passage: to acquire the property timely at the agreed upon price

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
-------------------------	------------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY LOCATED AT 1415 WATER STREET TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to use the land for a public purpose; and

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allows the City to acquire real property.

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

SECTION 1. The Mayor is hereby authorized to purchase the real property located at 1415 Water Street, Reynoldsburg, Ohio, Franklin County, Ohio Parcel Number 060-000222-00.

SECTION 2. The legal description attached as Exhibit A shall be incorporated by reference.

SECTION 3. The consideration of payment for the property is one-hundred, thousand dollars (\$110,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition of one-hundred thousand dollars (\$110,000.00) is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated from the CIP Fund (410) and appropriate to account number 410.000.0184.5611 Main Street Development. Funds will be reimbursed upon resale of the property.

SECTION 5. In addition to the purchase price, an additional five thousand dollars (\$5,000) shall be appropriated as a contingency from the unappropriated from the CIP Fund (410) and appropriated to account number 410.000.0184.5611 Main Street Development.

SECTION 6. The purchase contract shall be consummated in such a manner and on such terms

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

as the City Attorney shall approve.

SECTION 7. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 8. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 9. This Ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. This Ordinance shall take effect immediately upon the signature of the Mayor.

LETTER OF INTENT
1415 Water Street (Rear), Reynoldsburg, Ohio

The following summarizes the Letter of Intent to purchase between Paula Smith (hereinafter "Seller") and The City of Reynoldsburg (hereinafter "Buyer") with respect to the Seller's property and parcels located in Franklin and Licking County on East Main Street across from the Glen Rest Cemetery in Reynoldsburg, Ohio.

<u>PROPERTY DESCRIPTION</u>	Real property described as one parcel comprising approximately .19 acres located at REAR of the address of 1415 Water Street, Reynoldsburg, OH, 43068 (Franklin County Parcel No. 060-000222-00.00).
<u>PURCHASE PRICE</u>	\$100,000.00 (or another amount to be agreed upon) to be paid at closing in immediately available funds.
<u>SELLER DELIVERABLES</u>	Seller shall provide to Buyer copies of all of its documents, reports, and investigations related to the Property and copies of all environmental report and investigations with respect to the Property.
<u>BUYER DUE DILIGENCE:</u>	Buyer shall have a 30-day period within which to commence a due diligence investigation of the Property, which will include an appraisal, Phase One Environmental Assessment, and a review of any and all copies of environmental reports and investigations with respect to the Property provided by Seller.
<u>REPRESENTATIONS AND WARRANTIES:</u>	Seller shall deliver the Property with standard representations and warranties, including assurance, to the Seller's best of knowledge, that the site is free of hazardous materials, the validity of all leases on the Property, any existing or threatened lawsuits, and notification regarding potential condemnation or other actions that would affect the Property.
<u>TITLE:</u>	Seller shall provide Buyer copies of a current preliminary title commitment from TBD current title insurance policy, legible copies of all underlying documents, an ALTA survey and any other available survey for the subject property and adjacent property, documentation related to any easements and other encumbrances. Seller shall be responsible for updating preliminary title reports. Buyer may obtain, at Buyer's expense, an ALTA survey of the Property. Buyer shall be responsible for completing its own investigation with appropriate governmental agencies and departments.

Attachment: 20210806154738387 (Purchase of Real Property on 1415 Water Street)

CLOSING

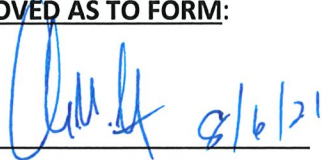
Unless changed as provided herein, the Closing shall be held at **TBD** on or before the date fifteen (15) days after The City of Reynoldsburg City Council has given full authorization to proceed with the transaction ("Closing Date"). Seller shall pay all delinquent real estate taxes due and payable prior to the year of closing and all special assessments due, pending or levied. Current year real estate taxes, rents and other customary prorated items shall be paid by Seller and Buyer according to the usual and customary allocation of same by the escrow agent. Buyer, at the time of closing, shall pay for all typical buyer costs and fees associated with the Closing, including, but not limited to: appraisals, underwriting fees, inspections, closing costs, title costs, and recording fees. Seller to pay typical seller's costs including title insurance.

BROKERAGE

Seller shall pay the entire amount of any brokerage commission due in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from any claim or loss, including reasonable attorneys' fees, incurred in connection with any such fee or commission.

It is understood and agreed that this letter and our negotiations are not an offer to purchase the Property and that neither party shall have any obligation or liability to the other, it being understood that only a subsequent Purchase and Sale Agreement executed by Seller and Buyer shall be legally binding.



Joe Begeny, Mayor of Reynoldsburg**APPROVED AS TO FORM:**

Chris Shook, City Attorney

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Paula Smith**, ("Seller"); (Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

- A. Seller is the owner of one parcel identified as Franklin County, Ohio Parcel Number 060-000222-00.00, commonly known as 1415 Water Street Rear, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 0.19 acre tract that contains a commercial garage (hereinafter "the Property").
- B. Seller desires to sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.
- C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be One Hundred Thousand Ten Dollars (\$110,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

Article 2: Closing; Possession; Condition of Property.

- A. **Closing.** Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter, except those obligations outlined in Article 3.

- B. Possession. Buyer shall be entitled to possession of the Property at the Closing.
- C. Condition. The Property and each building or other improvement thereon shall be sold in “as is” condition as of the Effective Date.

Article 3: Inspection of the Property.

Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

- A. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a “Buyer's Contingency” and collectively, “Buyer's Contingencies”), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:
1. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.
 2. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the

suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.

3. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.
- B. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the earnest money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- A. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Buyer, at Buyer's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregated dollar amount of the Purchase Price for the Property.
- B. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").
- C. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement,

encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

1. In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property.
 2. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).
- D. Title Commitment, Title Policy and Survey Premium and Fees. Buyer shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

- A. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.
- B. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on

the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

- C. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

- A. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:

1. Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer's Assignee, the Reynoldsburg Community Improvement Corporation, good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.
2. Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.
3. Authority. One or more certificates of Seller regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.
4. Documents. Originals, as available, or copies of all contracts relating to the Property.
5. Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.

6. Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non-foreign person certificate [§1445, IRC, FIRPTA], if required.
- B. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:
1. Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.
 2. Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

- A. Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- B. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to such governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

A. Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

1. There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
2. There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;
3. Seller has not received notice, written or otherwise, from any governmental or quasi- governmental agency requiring correction of any condition with respect to the Property or any part thereof;
4. Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
5. Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
6. On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
7. There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
8. Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract. Should Seller fail to secure authority from its Members, this Real Estate Purchase Contract shall be null and void and the Earnest Money shall be returned to Buyer.
9. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;

10. To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
 11. Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will affect the Property;
 12. Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
 13. To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
 14. Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
 15. Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and
 16. Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.
 17. At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.
- B. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(A)(1-17), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation.

Article 11: General and Miscellaneous Provisions.

- A. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Seller:
Paula Smith

ATTN:

With a copy to:
Chris Shook
7232 E. Main Street
Reynoldsburg, Ohio 43068

- B. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.
- C. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.
- D. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from

Buyer's nominee and to render Seller's performance of all of Seller's obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

Seller acknowledges and agrees that Buyer intends to assign and transfer its rights under this contract and the sale of the Property to the Reynoldsburg Community Improvement Corporation subject to acceptance of such transfer by the Reynoldsburg Community Improvement Corporation.

- E. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.
- F. Real Estate Brokerage Commission. The Seller represents that no real estate broker or other Person has been employed for compensation to represent it in this transaction. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.
- G. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.
- H. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.
- I. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in

connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:

1. Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange;
2. Under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder;
3. Neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code,
4. Each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange; and
5. Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

J. Defaults and Remedies.

1. Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
2. Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

K. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

L. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:
City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:
City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:
Paula Smith,

By: _____

Its: _____

Date: _____

Exhibit A
Legal Description

Situated in the State of Ohio, County of Franklin and Village of Reynoldsburg and bounded and described as follows:

Being parts of Lot 21 and 22 on the Plat of the Village of Reynoldsburg, commencing at the southeast corner of said lots (as a whole) thence north 60 feet along Water Street to a stump; thence west to Blacklick 132 feet; thence south to the south line of said lots in alley 60 feet; thence east on said alley to the place of beginning, being the south part of said lots and being the same premises conveyed to J.L. Oldham by the Pure Milk Company, an Ohio Corporation, by deed dated November 29, 1907 of record in Deed Book 460, Page 633.

Known As: 1415 Water Street, Reynoldsburg OH 43068

Parcel No. 060-000222-00

Formatted: Font: Bold

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Rezoning of 8555 East Main Street

Approval:

Skipped Joe Begeny	Skipped Chris Shook	Stephen Cicak
-----------------------	------------------------	---------------

Eric Elizondo of Skilken Gold Real Estate Development, on behalf of property owner John A. Shepard, is requesting a rezoning of the 17.010 acres for a retail and multi-use development. As a first read, Council must request that the Planning Commission review this application and make a recommendation to Council.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT 8555 EAST MAIN STREET FROM INNOVATION DISTRICT (I) TO COMMUNITY COMMERCIAL DISTRICT (CC)

WHEREAS, the Reynoldsburg Planning Commission, after conducting a public hearing on the application and considering the issue, has recommended that this property be or not be rezoned to Community Commercial District (CC); and,

WHEREAS, the Reynoldsburg Planning Commission believes that this property is suitable for the zoning classification of Community Commercial District (CC).

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

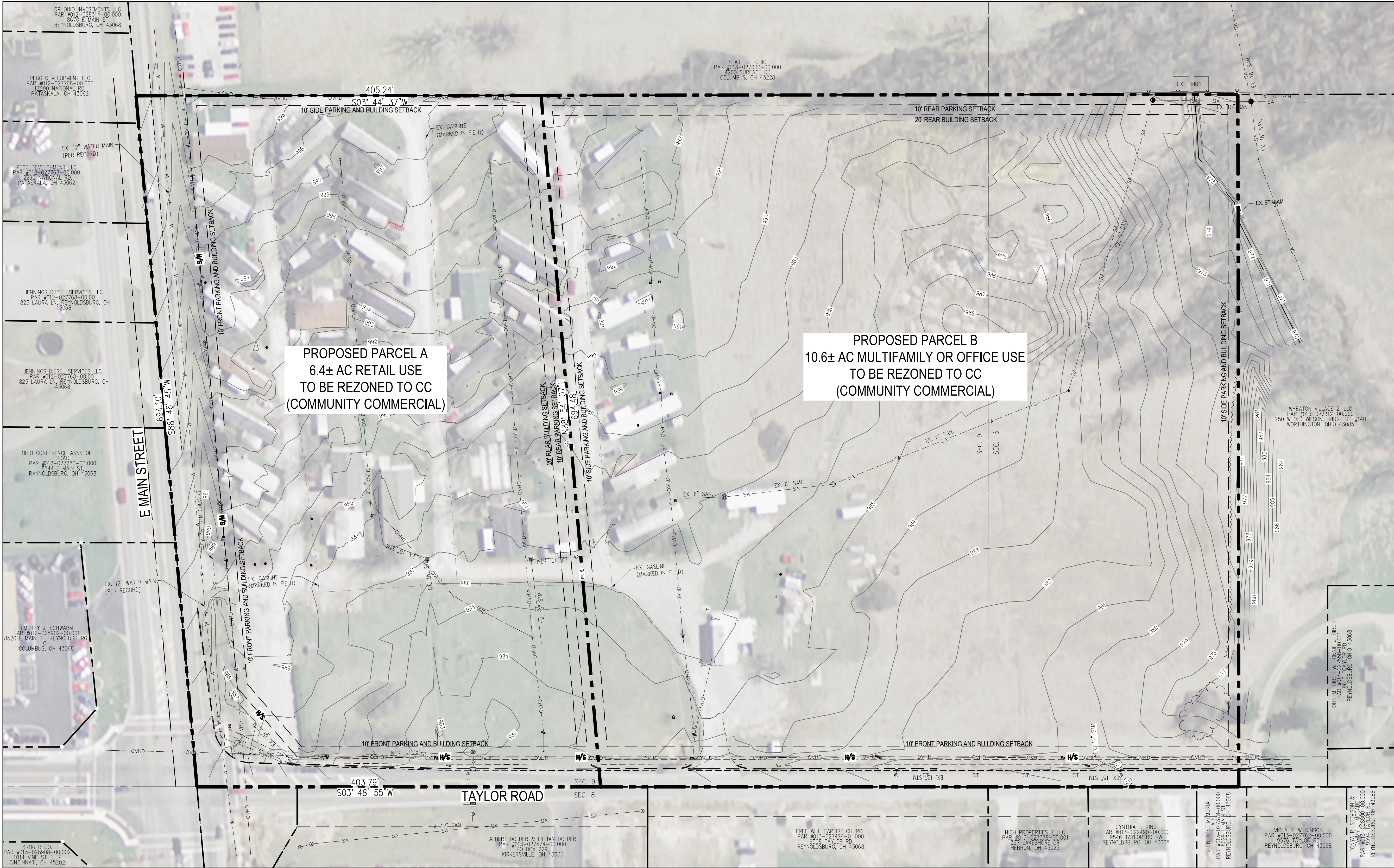
Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

Section 1. That the property located at 8555 East Main Street currently zoned Innovation District (I) shall be and is hereby rezoned Community Commercial District (CC) as indicated in the attached Exhibit A.

Section 2. That the Planning and Zoning Department be and is hereby authorized to make said changes to the official zoning map of the City of Reynoldsburg.

Section 3. That upon adoption by the Council, this Ordinance shall become effective thirty days following the signature of the Mayor.

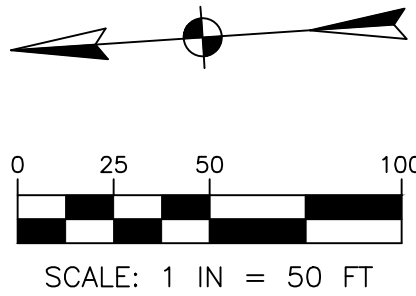
\\P:\projects\Project P-175640007\CADD\Sheet\Stations Development Plan\Main Development Plan\Main Development Plan.dwg Last saved: 9/2/2021 10:42 AM by rhawer, plotted: 9/2/2021 11:02 AM



LEGAL DESCRIPTION OF SUBJECT PARCEL:
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 16, AND RANGE 20, REFUGEE LANDS, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHETHER THE CENTER LINE OF TOWNSHIP ROAD NO. 169 INTERSECTS THE CENTER LINE OF THE NATIONAL ROAD; THENCE ALONG THE CENTER LINE OF THE NATIONAL ROAD, NORTH 85° 37' EAST 695 FEET TO A POINT FOR A CORNER; THENCE SOUTH 0° 04' EAST (PASSING AN IRON PIPE AT 40.11 FEET) A DISTANCE OF 1097.3 FEET TO A POINT FOR A CORNER, MARKED BY AN IRON PIPE; THENCE SOUTH 89° 55' WEST (PASSING AN IRON PIPE AT 673.7 FEET) A DISTANCE OF 693.7 FEET TO A POINT IN THE CENTER LINE OF SAID TOWNSHIP ROAD NO. 169; THENCE ALONG THE CENTER LINE OF SAID TOWNSHIP ROAD, NORTH 1042.4 FEET TO THE POINT OF BEGINNING; CONTAINING 17.010 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS;

SUBJECT TO ALL CONDITIONS, EASEMENTS RESTRICTIONS, RIGHTS OF WAY OF RECORD, LEGAL HIGHWAYS AND APPLICABLE ZONING REGULATIONS.

SITE DATA:
EXISTING ZONING: INNOVATION DISTRICT (I)
EXISTING LOT AREA: 17.04 AC
PROPOSED LOT ZONING: COMMUNITY COMMERCIAL (CC)
PARKING SETBACKS (CC): FRONT - 10'
SIDES - 10'
REAR - 10'
BUILDING SETBACKS (CC): FRONT - 10'
SIDES - 10'
REAR - 20'
LANDSCAPE SETBACKS: 6' FROM PROPERTY LINES
MAXIMUM LOT COVERAGE (CC): 70%
MAXIMUM BUILDING HEIGHT: 45'



NO.	DATE	BY	DESCRIPTION
160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 688.488.7340	PROJECT DATE: 09/02/2021	PROJECT NO: S643007	NAF
	DRAWN BY:	CHECKED BY:	MANI
TECHNICAL SKILL: CREATIVE SKILL:			
Mannik Smith Group www.MannikSmithGroup.com			
PREPARED FOR: SKILKENGOLD REAL ESTATE DEVELOPMENT 4270 MORSE ROAD COLUMBUS, OHIO 43230			
DEVELOPMENT PLAN FOR 8555 E MAIN STREET REYNOLDSBURG, OHIO 43068			
OVERALL SITE PLAN			
1 / 1			



CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

App./Case#: _____

Date Submitted: _____

Fee Amount: _____

☐ Paid: _____

PLANNING COMMISSION APPLICATION

I. PROPERTY INFORMATION

Property Address: TBD			FOR DISTRICT CHANGE ONLY	
Description of Location: SE Corner of E. Main Street and Taylor Rd.			Proposed Zoning: CC	
Parcel ID#(s): 013-027540			Size of Area to be Rezoned: 17.010	
Number of Lots: 1	Present Zoning: I	Present Use: Mobile home park	Existing Structures: Mobile homes	
Complete Where Applicable:				
Engineer/Surveyor: <u>The Mannik & Smith Group, Inc.</u>				
Builder/Developer: <u>Skilken Gold Real Estate Development</u>				

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): John A. Shepard	Property Owner Address(s): 10852 Zion Rd., Thornville OH 43076
---	--

III. APPLICANT INFORMATION

Applicant Name: Eric Elizondo	Applicant Address: 4270 Morse Rd., Columbus OH 43230
Applicant Phone Number: 614-937-6362	Applicant Email: elizondo@skilkengold.com
☐ Property Owner ☒ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer	

PROJECT INFORMATION

☒ District Change (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)	☐ Amendment of Development Plan or Text (\$500)	☐ Major Site Plan (\$500)
Description of Project: <u>3 proposed lots to be rezoned from I (Innovation) to CC (Community Commercial). 2 lots fronting Main Street for retail use.</u> <u>Remainder lot for office or multi-family dwelling use.</u>		

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: Eric M. Elizondo

Eric M. Elizondo
Digitally signed by Eric M. Elizondo
Date: 2021.08.31 15:20:58 -04'00'

Date: 08/31/2021

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information</u> ☐ Historic District ☐ CC Overlay	<u>Planning Com. Meeting</u> Date: _____ ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied	<u>City Council Meeting</u> Date: _____ ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied	
	<u>Add'l Approvals Req'd</u> ☐ BZBA	P&Z Admin.: _____ Date: _____ Clerk of Council: _____ Date: _____		

SKILKEN | GOLD

Real Estate Development

RE: Parcel ID # 013-027540

Date: 09/13/2021

Reynoldsburg City Council and Planning Commission,

Skilken Gold Real Estate Development is in contract to purchase parcel ID# 013-027540 in Reynoldsburg, Ohio. The approximately 17 acre parcel is at the southeast corner of Main Street (State Route 40) and Taylor Road. Our plan is to develop and divide the property into 2 separate parcels. The front/north parcel at the corner of Main Street and Taylor Road is planned to be developed for retail use and the south parcel is planned to be developed for multifamily dwelling or office. Multi-family dwelling use would have a planned density of 17.5 units per acre.

Our team is proposing a rezone from Innovation to Community Commercial for the entire parcel.

Thank you for your consideration.

Cordially,



Eric M. Elizondo, AIA, NCARB, LEED AP BD+C
SVP of Operations

Attachment: Rezoning Main and Taylor Development Letter (Rezoning of 8555 East Main Street)

4270 Morse Road Columbus, Ohio 43230 614.418.3100

www.skilkengold.com

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Finance and Administration Committee

RE: Establish New Agency Fund Account

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak
-------------------------	------------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity for Emergency passage: Financial needs of the City's government

Ordinance Authorizing the City Auditor to Establish Fund #947 Agency Fund for JEDD
7

Full Three Readings but effective upon the signature of the Mayor

**AN ORDINANCE AUTHORIZING THE AUDITOR TO ESTABLISH A NEW JEDD
 FUND ACCOUNT, AND DECLARING AN EMERGENCY**

Whereas, the City of Reynoldsburg is establishing a seventh JEDD account and need to create a corresponding fund account.

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

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

SECTION 1. That the City Auditor is hereby authorized to establish a seventh JEDD Agency Fund account (#947) as required by ORC 4511.191 (I).

SECTION 2. That this Ordinance is deemed to be an emergency measure for the financial needs of the city, and further so a fund will be in place in which to deposit monies that will be received. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

BOARD OF DIRECTORS OF THE ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT #7

RESOLUTION No. 21-04

RESOLUTION LEVYING INCOME TAX PURSUANT TO THE JEDD #7 CONTRACT

The Board of Directors of the Etna-Reynoldsburg Joint Economic Development District #7, Licking County, Ohio met in a special meeting pursuant to notice on the 31st day of August, 2021 at the Etna Township Hall, Etna, Ohio with the following members present: CARLISLE, ROGERS, NICHOLAS, ROUSHER

CARLISLE moved the following:

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF JEDD #7 THAT THE
FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:

Section 1. In accordance with the JEDD Contract and Economic Development Plan, the Board hereby levies an income tax at a rate of two percent (2%) in the District based on the income of persons working within the District and the net profits of businesses located within the District.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

ROGERS seconded the Resolution and the roll being called, the vote
resulted as follows:

<u>CARLISLE</u>	<u>Yea/Nay</u>
<u>ROGERS</u>	<u>Yea/Nay</u>
<u>NICHOLAS</u>	<u>Yea/Nay</u>
<u>ROUSHER</u>	<u>Yea/Nay</u>

The motion carried and the Resolution was adopted.

Attest:

Secretary, Board of Directors

**BOARD OF DIRECTORS OF THE ETNA-REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT DISTRICT #7**

RESOLUTION No. 21-10

**RESOLUTION APPROVING AGREEMENT FOR INCOME TAX
ADMINISTRATION, COLLECTION, AND ENFORCEMENT WITH THE
CITY OF REYNOLDSBURG**

The Board of Directors of the Etna-Reynoldsburg Joint Economic Development District #7, Licking County, Ohio met in a special meeting pursuant to notice on the 31st day of August, 2021 at the Etna Township Hall, Etna, Ohio with the following members present: BOUSHEE, CARLUSSE, REYNOLDS, ROGERS

BOUSHEE moved the following:

**BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF JEDD #7 THAT THE
FOLLOWING RESOLUTION BE AND HEREBY IS ADOPTED:**

Section 1. The Board hereby approves the Agreement for Income Tax Administration, Collection, and Enforcement with the City of Reynoldsburg, pursuant to Section 4.1 of the JEDD Contract, as presented.

Section 2. It is found and determined that all form actions of this board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board and any of its committees, that results in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

ROGERS seconded the Resolution and the roll being called, the vote resulted as follows:

<u>ROGERS</u>	<u>Yea</u>
<u>BOUSHEE</u>	<u>Yea</u>
<u>NICHOLAS</u>	<u>Yea</u>
<u>CARLUSSE</u>	<u>Yea</u>

The motion carried and the Resolution was adopted.

Attest: _____
Secretary, Board of Directors

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Finance and Administration Committee

RE: Appropriation of Funds for Property Purchase

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
-------------------------	------------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

This ordinance will transfer the necessary funds to cover the cost of the property purchases of two parcels at 7277 East Main Street and 1415 Water Street

**AN ORDINANCE TO TRANSFER FUNDS FOR THE PURCHASE OF REAL
PROPERTIES AT 7277 EAST MAIN STREET AND 1415 WATER STREET TO BE
USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits for the public purpose of commercial redevelopment in the City that will create jobs and improve the quality of life for residents of the City, and

WHEREAS, the proposed properties are located as two parcels at 7277 East Main Street and 1415 Water Street ; and

WHEREAS, funds for the purchase of these properties needs to be transferred from the General Fund (110) to the Capital Improvement Fund (410); and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, both Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allow the City to acquire real property.

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

Section 1. The consideration to be paid for the parcels is eight hundred fifty thousand (\$850,000.00), to be paid upon execution and delivery to the City of Reynoldsburg, a General Warranty Deed accompanied by a title guaranty conveying the premises to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 2. To purchase the properties, an amount eight hundred fifty thousand (\$850,000.00), purchase price plus closing and contingency costs, is directed to be appropriated from the unappropriated General Fund (110), account number 110.000.5501 to the unappropriated Capital Improvements Fund (410) to account number 410.000.4990.

Section 3. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. Further, the reason for such necessity is to acquire the property timely at the agreed upon price; therefore, this Ordinance shall take effect immediately upon passage and the Mayor's signature.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Rose Hill Townhome Plat Approval

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
-------------------------	------------------------	---------------

**AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE ROSE HILL
TOWNHOME DEVELOPMENT**

WHEREAS, John Spagnolo submitted the Rose Hill Townhome final plat consisting of 13.755 acres for approval; and

WHEREAS, the Planning Commission met on August 5, 2021, reviewed and approved the preliminary development plan for Rose hill Townhome development.

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

SECTION 1: That the final plat for Rose Hill Townhomes, particularly described as follows:

Parcel Nos. 060-004558-00 and 060-004557-00

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg,

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone**

and in the Section 16, Township 12, Range 21, containing 13.755 combined acres of land, more or less, said 13.755 acres being comprised of a part of that tract of land conveyed to Rose Hill Ohio LLC.

SECTION 2: That the City Engineer has certified Rose Hill Townhomes will meet all requirements of storm water and design requirements.

SECTION 3: That said the final plat for Rose Hill Townhomes is attached to this Ordinance as Exhibit A and are made a part herein.

SECTION 4: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.



CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application/Case#:

2021-3350

Date Submitted: 7/16/21

Fee Amount: \$4,550

☒ Paid: check

LAND SUBDIVISION/PLAT APPLICATION

II. PROPERTY INFORMATION

Property Address/Name of Plat:

Rose Hill Townhome Development

Description of Location:

Vacant parcel neighboring Rose Hill Elementary School

Parcel ID#(s):

060-004558-00 / 060-004557-00

Number of Lots:

76

Present Zoning:

RM/SR

Present Use:

Vacant Parcel

Complete Where Applicable:

Engineer/Surveyor: Sheffler & Company, Inc.

Builder/Developer: McVoyt Construction Company, Inc.

III. PROPERTY OWNER OF RECORD

Property Owner Name(s):

Rose Hill Ohio LLC

Property Owner Address(s):

257 Grove City Road, Slippery Rock, PA 16057

IV. APPLICANT INFORMATION

Applicant Name:

John Spagnolo

Applicant Address:

257 Grove City Road, Slippery Rock, PA 16057

Applicant Phone Number:

412-841-9657

Applicant Email:

johns@sandyhilldev.com

I. PROJECT TYPE

☐ Subdivision Without Plat
(\$150 Residential/\$250 Non-Residential)☐ Preliminary Plat
(\$750 + \$50 per lot)☒ Final Plat
(\$750 + \$50 per lot)☐ Plat Modification/Vacation
(\$500)

Applicant Signature:

Date: 7/12/2021

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information

- ☐ Historic District
☐ CC Overlay

Planning Com. Meeting
Date: 8/5/2021

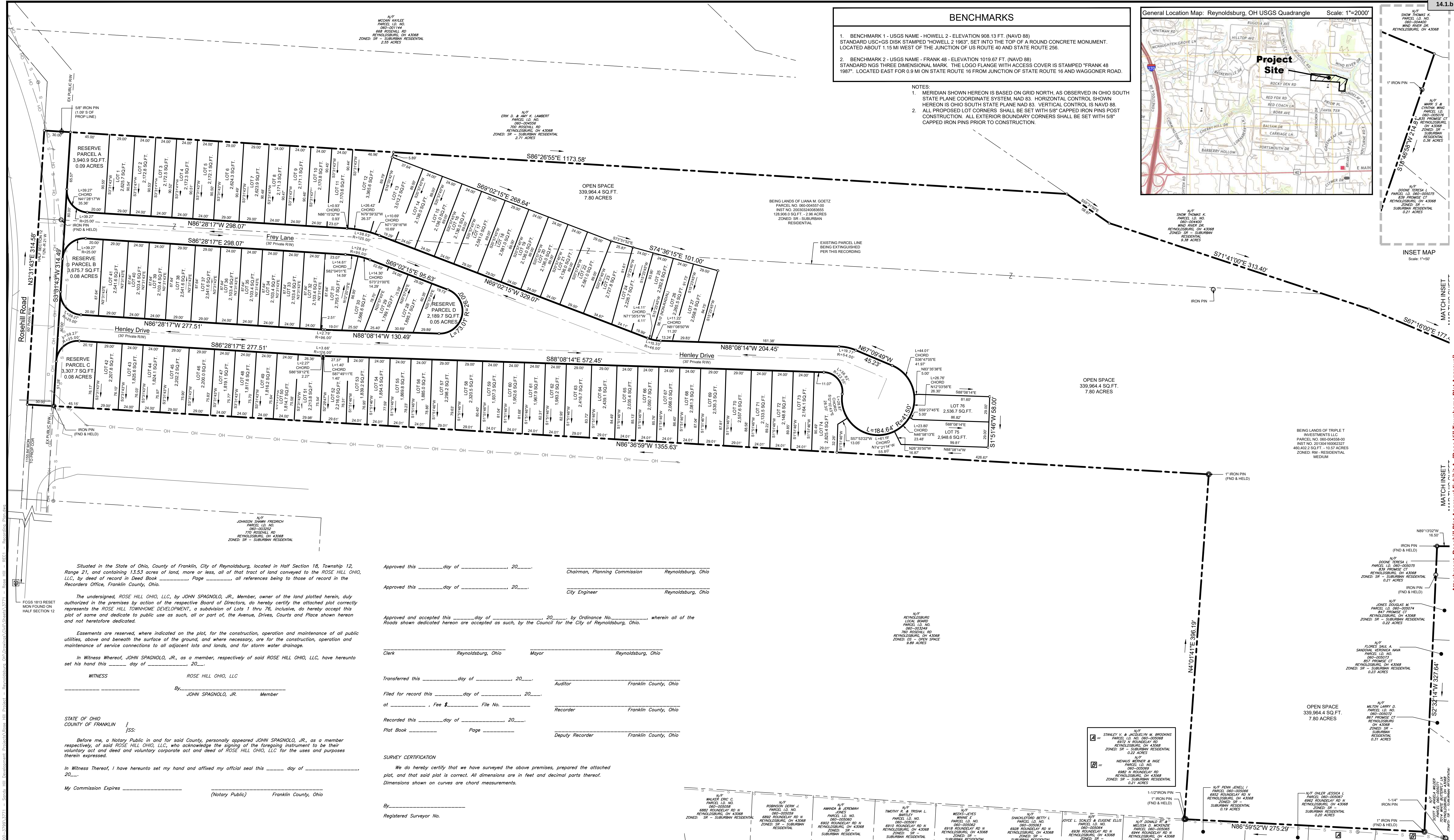
- ☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

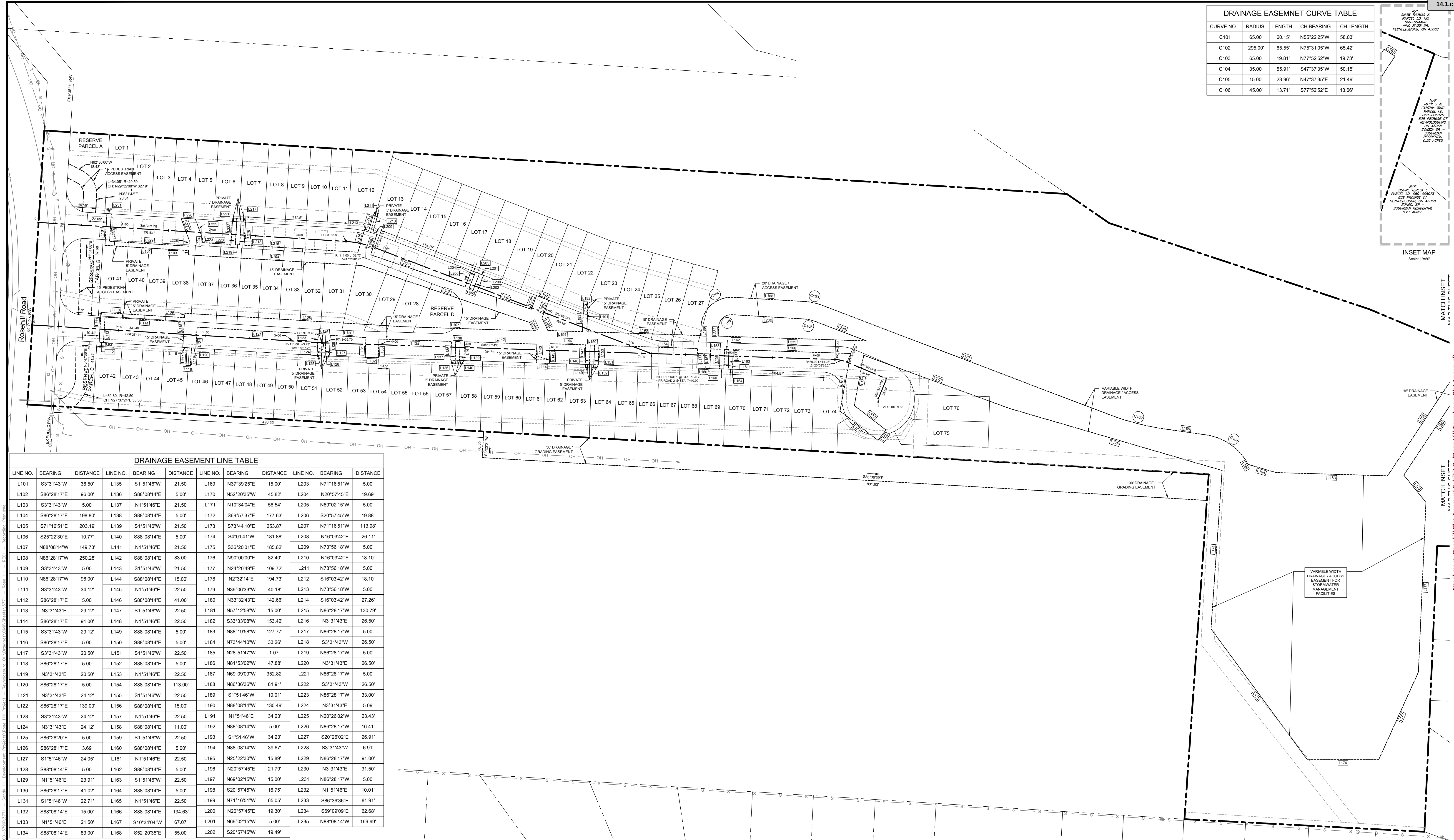
City Council Meeting Date:

- ☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

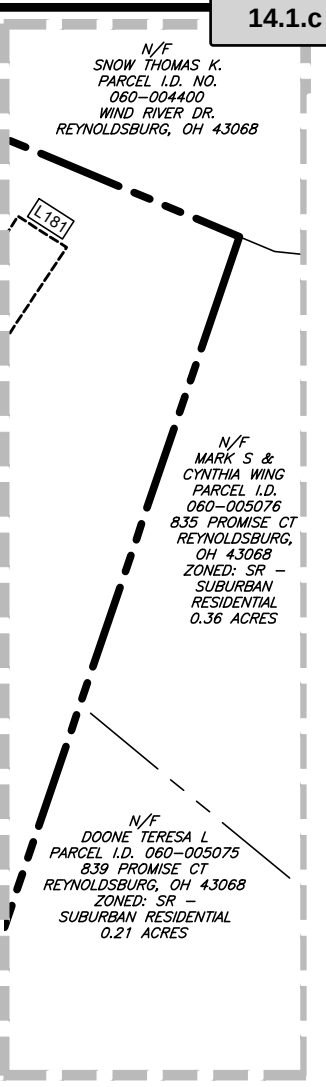
P&Z Admin.: Date: _____

Clerk of Council: _____ Date: _____





DRAINAGE EASEMNET CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C101	65.00'	60.15'	N55°22'25"W	58.03'
C102	295.00'	65.55'	N75°31'05"W	65.42'
C103	65.00'	19.81'	N77°52'52"W	19.73'
C104	35.00'	55.91'	S47°37'35"W	50.15'
C105	15.00'	23.96'	N47°37'35"E	21.49'
C106	45.00'	13.71'	S77°52'52"E	13.66'



DRAINAGE EASEMENT LINE TABLE											
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L101	S3°1'43"W	36.50'	L135	S1°51'46"W	21.50'	L169	N37°39'25"E	15.00'	L203	N71°16'51"W	5.00'
L102	S86°28'17"E	96.00'	L136	S88°08'14"E	5.00'	L170	N52°20'35"W	45.82'	L204	N20°57'45"E	19.69'
L103	S3°31'43"W	5.00'	L137	N1°51'46"E	21.50'	L171	N10°34'04"E	58.54'	L205	N69°02'15"W	5.00'
L104	S86°28'17"E	198.80'	L138	S88°08'14"E	5.00'	L172	S69°57'37"E	177.63'	L206	S20°57'45"W	19.88'
L105	S71°16'51"E	203.19'	L139	S1°51'46"W	21.50'	L173	S73°44'10"E	253.87'	L207	N71°16'51"W	113.98'
L106	S25°22'30"E	10.77'	L140	S88°08'14"E	5.00'	L174	S4°01'41"W	181.88'	L208	N16°03'42"E	26.11'
L107	N88°08'14"W	149.73'	L141	N1°51'46"E	21.50'	L175	S36°20'01"E	185.62'	L209	N73°56'18"W	5.00'
L108	N86°28'17"W	250.28'	L142	S88°08'14"E	83.00'	L176	N90°00'00"E	82.40'	L210	N16°03'42"E	18.10'
L109	S3°31'43"W	5.00'	L143	S1°51'46"W	21.50'	L177	N24°20'49"E	109.72'	L211	N73°56'18"W	5.00'
L110	N86°28'17"W	96.00'	L144	S88°08'14"E	15.00'	L178	N2°32'14"E	194.73'	L212	S16°03'42"W	18.10'
L111	S3°31'43"W	34.12'	L145	N1°51'46"E	22.50'	L179	N39°06'33"W	40.18'	L213	N73°56'18"W	5.00'
L112	S86°28'17"E	5.00'	L146	S88°08'14"E	41.00'	L180	N33°32'43"E	142.66'	L214	S16°03'42"W	27.26'
L113	N3°31'43"E	29.12'	L147	S1°51'46"W	22.50'	L181	N57°12'58"W	15.00'	L215	N86°28'17"W	130.79'
L114	S86°28'17"E	91.00'	L148	N1°51'46"E	22.50'	L182	S33°33'08"W	153.42'	L216	N3°31'43"E	26.50'
L115	S3°31'43"W	29.12'	L149	S88°08'14"E	5.00'	L183	N88°19'58"W	127.77'	L217	N86°28'17"W	5.00'
L116	S86°28'17"E	5.00'	L150	S88°08'14"E	5.00'	L184	N73°44'10"W	33.26'	L218	S3°31'43"W	26.50'
L117	S3°31'43"W	20.50'	L151	S1°51'46"W	22.50'	L185	N28°51'47"W	1.07'	L219	N86°28'17"W	5.00'
L118	S86°28'17"E	5.00'	L152	S88°08'14"E	5.00'	L186	N81°53'02"W	47.88'	L220	N3°31'43"E	26.50'
L119	N3°31'43"E	20.50'	L153	N1°51'46"E	22.50'	L187	N69°09'09"W	352.82'	L221	N86°28'17"W	5.00'
L120	S86°28'17"E	5.00'	L154	S88°08'14"E	113.00'	L188	N86°36'36"W	81.91'	L222	S3°31'43"W	26.50'
L121	N3°31'43"E	24.12'	L155	S1°51'46"W	22.50'	L189	S1°51'46"W	10.01'	L223	N86°28'17"W	33.00'
L122	S86°28'17"E	139.00'	L156	S88°08'14"E	15.00'	L190	N88°08'14"W	130.49'	L224	N3°31'43"E	5.09'
L123	S3°31'43"W	24.12'	L157	N1°51'46"E	22.50'	L191	N1°51'46"E	34.23'	L225	N20°26'02"W	23.43'
L124	N3°31'43"E	24.12'	L158	S88°08'14"E	11.00'	L192	N88°08'14"W	5.00'	L226	N86°28'17"W	16.41'
L125	S86°28'20"E	5.00'	L159	S1°51'46"W	22.50'	L193	S1°51'46"W	34.23'	L227	S20°26'02"E	26.91'
L126	S86°28'17"E	3.69'	L160	S88°08'14"E	5.00'	L194	N88°08'14"W	39.67'	L228	S3°31'43"W	6.91'
L127	S1°51'46"W	24.05'	L161	N1°51'46"E	22.50'	L195	N25°22'30"W	15.89'	L229	N86°28'17"W	91.00'
L128	S88°08'14"E	5.00'	L162	S88°08'14"E	5.00'	L196	N20°57'45"E	21.79'	L230	N3°31'43"E	31.50'
L129	N1°51'46"E	23.91'	L163	S1°51'46"W	22.50'	L197	N69°02'15"W	15.00'	L231	N86°28'17"W	5.00'
L130	S86°28'17"E	41.02'	L164	S88°08'14"E	5.00'	L198	S20°57'45"W	16.75'	L232	N1°51'46"E	10.01'
L131	S1°51'46"W	22.71'	L165	N1°51'46"E	22.50'	L199	N71°16'51"W	65.05'	L233	S86°36'36"E	81.91'
L132	S88°08'14"E	15.00'	L166	S88°08'14"E	134.63'	L200	N20°57'45"E	19.30'	L234	S69°09'09"E	62.68'
L133	N1°51'46"E	21.50'	L167	S10°34'04"W	67.07'	L201	N69°02'15"W	5.00'	L235	N88°08'14"W	169.99'
L134	S88°08'14"E	83.00'	L168	S52°20'35"E	55.00'	L202	S20°57'45"W	19.49'			

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Horizontal Scale

50 0 50 100

(Feet)

1 inch = 50 ft.

Date:	Revision Description:	By:
11/19/2020	LAND DEVELOPMENT SUBMITTAL #1	AGM
01/11/2021	REVISED PER CONTRACTOR COMMENTS	AGM
01/28/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
02/18/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
03/16/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
03/24/2021	REVISED WATERLINE PER OSPA COMMENTS	RLS
03/31/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	KAH

Professional Seal

Prepared By:

Sheffler & Company, Inc.

ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

Rose Hill Townhome Subdivision Plan

Prepared For:

Rose Hill Ohio, LLC

Situate In:

Section 12, Township 12 N, Range 21 W
City of Reynoldsburg, County of Franklin, State of Ohio

Being a consolidation and subdivision of Parcel No. 06-00-4557, recorded in Instrument No. 200303210083655 and Parcel No. 060-00-4558, rec'd in Instrument No. 201304160062327.

DRAWING SCALE: 1" = 50'

DESIGNED BY: BUD

DATE ISSUED: 10/08/2020

REVIEWED BY: GAS

PROJECT JOB#: 3771

FIELD BOOK #: ---

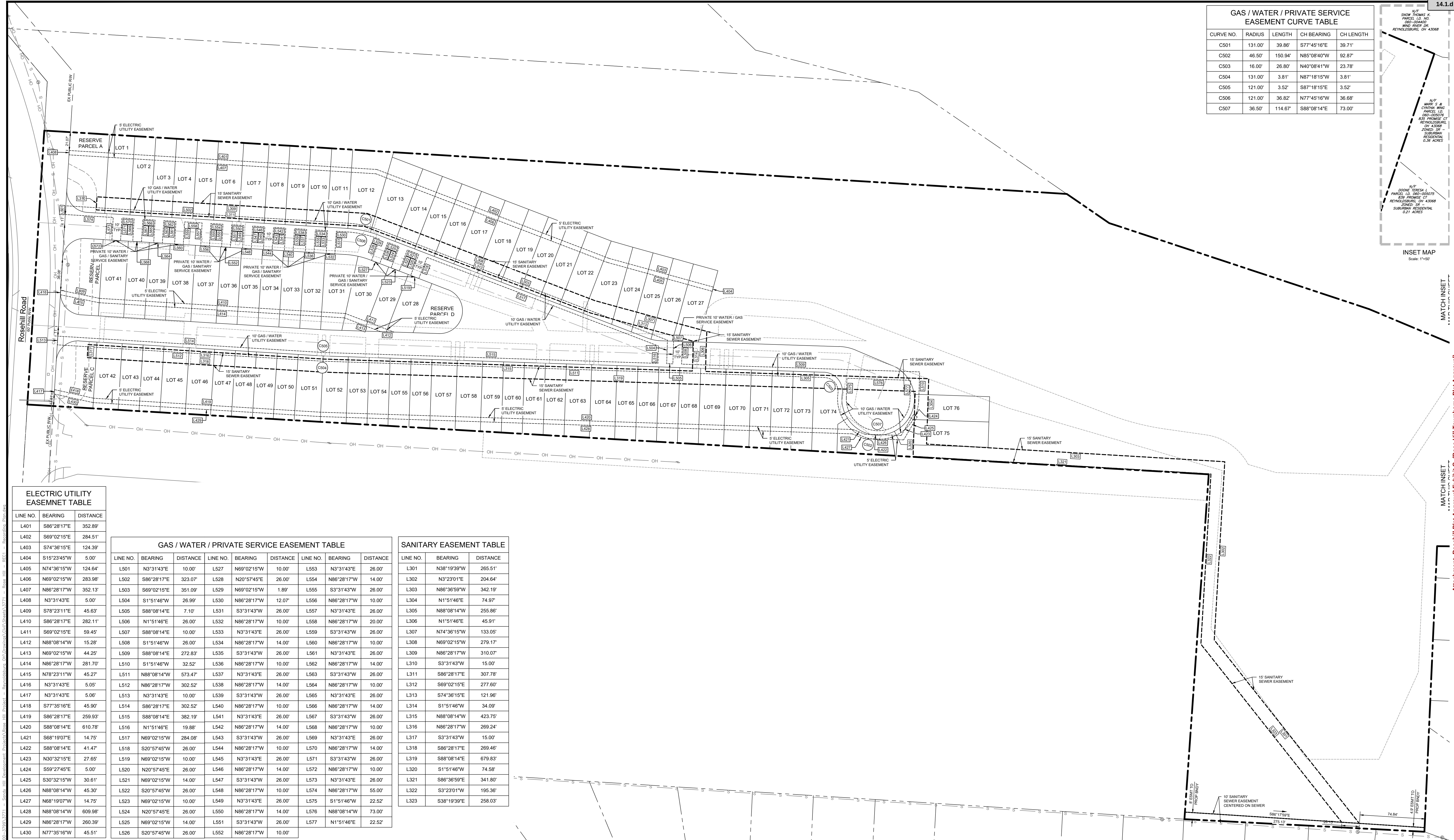
CADD#: 3771 - Rose Hill - REC1 - Recording Plan.dwg

Rose Hill, LLC
257 Grove City Road
Slippery Rock, PA 16057
johns@sandyhilldev.com

Sheet No.

REC 2

Packet Pg. 209



GAS / WATER / PRIVATE SERVICE EASEMENT CURVE TABLE				
CURVE NO.	RADIUS	LENGTH	CH BEARING	CH LENGTH
C501	131.00'	39.86'	S77°45'16"E	39.71'
C502	46.50'	150.94'	N85°08'40"W	92.87'
C503	16.00'	26.80'	N40°08'41"W	23.78'
C504	131.00'	3.81'	N87°18'15"W	3.81'
C505	121.00'	3.52'	S87°18'15"E	3.52'
C506	121.00'	36.82'	N77°45'16"W	36.68'
C507	36.50'	114.67'	S88°08'14"E	73.00'

ELECTRIC UTILITY EASEMNET TABLE

LINE NO.	BEARING	DISTANCE
L401	S86°28'17"E	352.89'
L402	S69°02'15"E	284.51'
L403	S74°36'15"E	124.39'
L404	S15°23'45"W	5.00'
L405	N74°36'15"W	124.64'
L406	N69°02'15"W	283.98'
L407	N86°28'17"W	352.13'
L408	N3°31'43"E	5.00'
L409	S78°23'11"E	45.63'
L410	S86°28'17"E	282.11'
L411	S69°02'15"E	59.45'
L412	N88°08'14"W	15.28'
L413	N69°02'15"W	44.25'
L414	N86°28'17"W	281.70'
L415	N78°23'11"W	45.27'
L416	N3°31'43"E	5.05'
L417	N3°31'43"E	5.06'
L418	S77°35'16"E	45.90'
L419	S86°28'17"E	259.93'
L420	S88°08'14"E	610.78'
L421	S68°19'07"E	14.75'
L422	S88°08'14"E	41.47'
L423	N30°32'15"E	27.65'
L424	S59°27'45"E	5.00'
L425	S30°32'15"W	30.61'
L426	N88°08'14"W	45.30'
L427	N68°19'07"W	14.75'
L428	N88°08'14"W	609.98'
L429	N86°28'17"W	260.39'
L430	N77°35'16"W	45.51'

GAS / WATER / PRIVATE SERVICE EASEMENT TABLE

LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L501	N3°31'43"E	10.00'	L527	N69°02'15"W	10.00'	L553	N3°31'43"E	26.00'
L502	S86°28'17"E	323.07'	L528	N20°57'45"E	26.00'	L554	N86°28'17"W	14.00'
L503	S69°02'15"E	351.09'	L529	N69°02'15"W	1.89'	L555	S3°31'43"W	26.00'
L504	S1°51'46"W	26.99'	L530	N86°28'17"W	12.07'	L556	N86°28'17"W	10.00'
L505	S88°08'14"E	7.10'	L531	S3°31'43"E	26.00'	L557	N3°31'43"E	26.00'
L506	N1°51'46"E	26.00'	L532	N86°28'17"W	10.00'	L558	N86°28'17"W	20.00'
L507	S88°08'14"E	10.00'	L533	N3°31'43"E	26.00'	L559	S3°31'43"W	26.00'
L508	S1°51'46"W	26.00'	L534	N86°28'17"W	14.00'	L560	N86°28'17"W	10.00'
L509	S88°08'14"E	272.83'	L535	S3°31'43"W	26.00'	L561	N3°31'43"E	26.00'
L510	S1°51'46"W	32.52'	L536	N86°28'17"W	10.00'	L562	N86°28'17"W	14.00'
L511	N88°08'14"W	573.47'	L537	N3°31'43"E	26.00'	L563	S3°31'43"W	26.00'
L512	N86°28'17"W	302.52'	L538	N86°28'17"W	14.00'	L564	N86°28'17"W	10.00'
L513	N3°31'43"E	10.00'	L539	S3°31'43"W	26.00'	L565	N3°31'43"E	26.00'
L514	S86°28'17"E	302.52'	L540	N86°28'17"W	10.00'	L566	N86°28'17"W	14.00'
L515	S88°08'14"E	382.19'	L541	N3°31'43"E	26.00'	L567	S3°31'43"W	26.00'
L516	N1°51'46"E	19.88'	L542	N86°28'17"W	14.00'	L568	N86°28'17"W	10.00'
L517	N69°02'15"W	284.08'	L543	S3°31'43"W	26.00'	L569	N3°31'43"E	26.00'
L518	S20°57'45"W	26.00'	L544	N86°28'17"W	10.00'	L570	N86°28'17"W	14.00'
L519	N69°02'15"W	10.00'	L545	N3°31'43"E	26.00'	L571	S3°31'43"W	26.00'
L520	N20°57'45"E	26.00'	L546	N86°28'17"W	14.00'	L572	N86°28'17"W	10.00'
L521	N69°02'15"W	14.00'	L547	S3°31'43"E	26.00'	L573	N3°31'43"E	26.00'
L522	S20°57'45"W	26.00'	L548	N86°28'17"W	10.00'	L574	N86°28'17"W	55.00'
L523	N69°02'15"W	10.00'	L549	N3°31'43"E	26.00'	L575	S1°51'46"W	22.52'
L524	N20°57'45"E	26.00'	L550	N86°28'17"W	14.00'	L576	N88°08'14"W	73.00'
L525	N69°02'15"W	14.00'	L551	S3°31'43"W	26.00'	L577	N1°51'46"E	22.52'
L526	S20°57'45"W	26.00'	L552	N86°28'17"W	10.00'			

SANITARY EASEMENT TABLE

LINE NO.	BEARING	DISTANCE
L301	N38°19'39"W	265.51'
L302	N3°23'01"E	204.64'
L303	N86°36'59"W	342.19'
L304	N1°51'46"E	74.97'
L305	N88°08'14"W	255.86'
L306	N1°51'46"E	45.91'
L307	N74°36'15"W	133.05'
L308	N69°02'15"W	279.17'
L309	N86°28'17"W	310.07'
L310	S3°31'43"W	15.00'
L311	S86°28'17"E	307.78'
L312	S69°02'15"E	277.60'
L313	S74°36'15"E	121.96'
L314	S1°51'46"W	34.09'
L315	N88°08'14"W	423.75'
L316	N86°28'17"W	269.24'
L317	S3°31'43"W	15.00'
L318	S86°28'17"E	269.46'
L319	S88°08'14"E	679.83'
L320	S1°51'46"W	74.58'
L321	S86°36'59"E	341.80'
L322	S3°23'01"W	195.36'
L323	S38°19'39"E	258.03'

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NORTH

Horizontal Scale
(Feet)
1 inch = 50 ft.

Date:	Revision Description:	By:
11/19/2020	LAND DEVELOPMENT SUBMITAL #1	AGM
01/11/2021	REVISED PER CONTRACTOR COMMENTS	AGM
01/28/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
02/18/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
03/16/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	AGM
03/24/2021	REVISED WATERLINE PER ODEA COMMENTS	RLS
03/31/2021	REVISED PER CITY OF REYNOLDSBURG COMMENTS	KAH

GARY A. SHEFFLER
REGISTERED PROFESSIONAL SURVEYOR

Prepared By:

Sheffler & Company, Inc.
ENGINEERING • SURVEYING

1712 Mount Nebo Road
Sewickley, PA 15143

Office Phone: 412-219-4509
Email: Info@ShefflerCo.com

Rose Hill Townhome Subdivision Plan
(Sanitary and Utility Easement Description)

Prepared For:

Rose Hill Ohio, LLC

Situate In:

Section 12, Township 12 N, Range 21 W
City of Reynoldsburg, County of Franklin, State of Ohio

Being a consolidation and subdivision of Parcel No. 06-00-4557, recorded in Instrument No. 200303210083655 and Parcel No. 060-00-4558, rec'd in Instrument No. 201304160062327.

DRAWING SCALE: 1" = 50'	DESIGNED BY: BUD	Sheet No.
DATE ISSUED: 10/08/2020	REVIEWED BY: GAS	
PROJECT JOB#: 3771	FIELD BOOK #: ---	

CADD#: 3771 - Rose Hill - REC1 - Recording Plan.dwg

Rose Hill, LLC
257 Grove City Road
Slippery Rock, PA 16067
johns@sandyhillev.com

REC 3

Packet Pg. 210

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Public Service and Transportation Committee

RE: 2022 Street and Sidewalk Maintenance and Repair Program

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, AND PREPARATION OF BID DOCUMENTS FOR THE 2022 STREET AND SIDEWALK MAINTENANCE AND REPAIR PROGRAM AND APPROPRIATING FUNDS THEREFORE

WHEREAS, the Street Department is requesting authorization to request EMH&T to complete surveying, engineering design and bid documents in preparation of the 2022 Street and Sidewalk Maintenance and Repair Program; and

WHEREAS, the Director of Public Service is requesting that \$119,574.00 be unappropriated from the Capital Improvements Fund (410) for the survey, engineering design and assistance with bidding of the City's 2022 Street Maintenance and Repair Program to account number 410.000.0189.5651 Street Resurfacing; and

WHEREAS, the Director of Public Service is requesting that \$29,468.00 be unappropriated from the Sidewalk Improvements Fund (420) for the survey, engineering design and assistance with bidding of the City's 2022 Sidewalk Maintenance and Repair Program with appropriation to account number 420.000.0008.5653 Sidewalk Program Phase VIII.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

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

SECTION 1. That EMH&T is hereby authorized and directed to conduct surveying, design engineering and bidding services for the 2022 Street and Sidewalk Maintenance and Repair Program.

SECTION 2. That an amount of \$119,574.00 in unappropriated Capital Improvements (CIP) Fund (410) be and is hereby appropriated to account number 410.000.0189.5651 Street Resurfacing.

SECTION 3. That an amount of \$29,468.00 is hereby unappropriated from the Sidewalk Improvements Fund (420) and appropriated to account number 420.000.0008.5653 Sidewalk Program Phase VIII.

SECTION 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

PASSED this 11th day of October, 2021.



Engineers, Surveyors, Planners, Scientists

July 12, 2021

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

**Subject: 2022 Reynoldsburg Street Maintenance Program
Proposal for Engineering and Bidding Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for engineering and bidding services for the City's 2022 Street Maintenance Program. This scope of services includes field evaluations, cost estimates, program exhibits, specifications, and bidding services for the street segments that have been identified by the City. Additionally, we have included the services necessary to prepare construction documents for a "complete street" improvement to Broadwyn Drive and the details necessary for the City's annual sidewalk assessment program.

Based on our previous discussions with the Service Department staff, we anticipate the 2022 Street Program will include the following:

- Resurfacing of approximately 8-12 streets along with curb repairs, curb ramp improvements and full depth pavement repairs.
- Preventative maintenance with a focus on crack sealing any composite pavements that have been resurfaced within the past five to ten years. Additionally, the application of asphalt rejuvenator to the streets that were resurfaced on the 2021 program will be incorporated. We understand that the City would like to commit approximately 5-10% of the street program budget to preventative maintenance.
- Storm structure repairs will be performed on structures located in the project areas.
- Full depth pavement repairs, curb repairs, and curb ramp repairs on SR 256, which will be resurfaced in 2023 as part of ODOT's Urban Paving program.
- Sidewalk program will be performed on the final list of streets that are included in the street maintenance program.
- A complete street improvement on Broadwyn Drive, which will include full curb replacement reconstruction / resurfacing of the roadway, sidewalk replacement, establishment of a tree lawn on the north side of the road, and drainage improvements as needed.

The Proposed 2022 Roadway Projects table, which is attached to this proposal, shows a preliminary list of streets that are under consideration for inclusion in the program. It is our understanding that the City's construction budget for the 2022 Street Maintenance Program is approximately \$2,000,000. Therefore, our services are based on an assumption that the preliminary list of streets will be cut down to fit within this budget.

SCOPE OF SERVICES

The Scope of Services for this improvement is outlined below:

1. Street Resurfacing Program

- a. Conduct kick-off and progress meetings with the City throughout the design phase. During the kick-off meeting, EMH&T will work with the City to identify the list of streets that will be assessed in the field. The 2022 Roadway projects table will be used as a starting point for selecting candidate streets.
 - b. We will review record plans for each of the roadway segments and perform pavement cores (through a subconsultant) to verify the existing pavement condition and composition.
 - c. EMH&T will conduct street program field work, which will include the following:
 - i. Identify and measure areas that exhibit settlement and cracking patterns, which are indicative of full depth pavement failure.
 - ii. Measure areas of broken, settled, and failing curb. If the quantity of broken curb exceeds 30%-40% +/- of the total curb quantity on that street, it will be recommended for full curb replacement.
 - iii. Assess existing curb ramps to determine if they are compliant with the Public Right-of-Way Accessibility Guidelines (PROWAG). For non-compliant ramps, measurements will be taken to determine curb ramp replacement quantities.
 - iv. Evaluate existing storm structures within the roadway corridors to identify aged and deteriorated structures that require adjustment or reconstruction.
 - d. EMH&T will prepare street program exhibits using GIS and record plan information to show the planned improvements on each street.
 - e. We will prepare preliminary and final cost estimates for street program work using the field measurements.
 - f. EMH&T will conduct two progress meetings with the City during schematic design to review project budgets and finalize program details.
 - g. EMH&T will prepare an overall street program exhibit, which can be placed on the City's website to inform the public.
 - h. EMH&T will prepare detailed street program specifications, which outline any supplemental instructions, general provisions, and scheduling requirements.
2. Curb Profiles
- a. For streets that require full curb replacement, EMH&T will provide curb profiles to correct any existing sags or flat spots within the existing curb drainage system. Based on previous street program experience and a preliminary review of the candidate streets, we believe that approximately 12,000 to 15,000 linear feet of continuous curb replacement will be necessary. The fee for this work is based on an assumption that no more than 15,000 linear feet of curb survey and curb profiles would be necessary.
 - b. This will include topographic survey of the existing curb, roadway pavement, tree lawn, drive approaches, curb inlets, and sidewalk.
 - c. Proposed curb grade sheets will be provided to the Contractor for staking prior to curb removal. The profile sheets will include existing and proposed curb grades, limits of driveway replacement, and adjustment details for any curb and gutter inlets along the roadway.
3. Preventative Maintenance

- a. EMH&T will work with the City to identify a target area for surface treatments. It is anticipated that crack routing and filling / sealing would be performed on one or two arterial or collector streets.
 - b. We will conduct fieldwork necessary to verify that crack sealing is an appropriate rehabilitation technique. This includes measuring crack widths to verify that are not too wide for the successful application of crack seal.
 - c. Preventative maintenance will also include asphalt rejuvenator for the streets that were resurfaced under the 2021 street program.
 - d. EMH&T will prepare cost estimates and exhibits for use in public bidding.
4. Broadwyn Drive Survey and Design
- a. Based on previous discussions with the City, it is our understanding that the City intends to perform a larger “complete street” improvement on Broadwyn Drive, which will most likely involve curb, drainage, tree lawn, sidewalk, and curb ramp improvements between Lancaster Ave. and Graham Rd. This improvement will likely involve a combination of reconstruction and resurfacing to complete the improvements. EMH&T will begin by performing topographic survey of the roadway corridor within the public right of way.
 - b. EMH&T will prepare a more detailed plan set for this component of the 2022 Street Program which will include the following:
 - i. Title sheet, general notes, and estimate of quantities
 - ii. Project details
 - iii. Roadway plan and profile sheets
 - iv. Storm drainage details
 - v. Street trees
 - vi. Sedimentation and erosion control
 - vii. Maintenance of traffic
5. Sidewalk Assessment
- a. EMH&T will assist the City by performing sidewalk program assessments, cost estimates, and bidding services. Assessments will only be conducted on the streets that are selected for inclusion in the final street program. Based on prior experience, it is anticipated that sidewalk assessments will incorporate approximately 250 parcels. If this number is exceeded, additional fees for field inspections may be necessary.
 - b. Pre-assessment Work
 - i. EMH&T will prepare a GIS database, which will be used to collect the sidewalk program deficiencies and generate exhibits showing the areas that are planned for sidewalk replacement.
 - ii. The software will be loaded onto a touchscreen data collector and tested in the office prior to deployment to the field.
 - c. Field Assessment
 - i. EMH&T will perform field investigations using the handheld data collector for the 187 parcels included in the program.

- ii. EMH&T will identify sidewalk deficiencies according to the criteria outlined below:
 - iii. Vertical Offset – Sidewalk panels that are vertically offset by ¼” in rise/fall or greater at the panel joint
 - iv. Grade Change
 - 1. Excessive rise or settling along the panel of greater than 1” per foot
 - 2. Sidewalk has negative pitch causing it to hold water rather than drain to the street
 - 3. Settlement between panels causing a dip in the walking surface
 - v. Surface Deterioration
 - 1. Excessive broken areas or cracks in the sidewalk panel
 - 2. Voids, spalling (pitting) or surface deterioration greater than ¼” in depth.
 - vi. Joint Failures indicated by multiple cracks at the joint between panels
 - vii. Missing slabs or panels
 - viii. Other conditions causing unsafe surface in the opinion of the City and their authorized representatives
 - ix. The collection database will include Parcel ID, address, owner name/address, and tax billing information.
 - x. The type of deficiency will be identified along with quantity measurements for replacement.
 - xi. Any deficiencies that appear to be the result of root upheaval from street trees will be flagged and information provided to the City for coordination with the Master Arborist, who will determine if the tree should be removed as part of the program.
- d. Data Analysis and Deliverables
- i. EMH&T will review the field data once complete and compile the data by Parcel ID along with a sub-summary for each street and a total opinion of probable cost.
 - ii. A summary report including an exhibit will be prepared for coordination with each property owner.
 - iii. EMH&T will prepare specifications and incorporate the sidewalk program quantities into the bid for the 2022 Street Maintenance Program. A separate set of bid documents is not anticipated. We will develop specifications outlining the procedure for the sidewalk work and timeframes, which will be based on the City’s assessment legislation timeline.
 - iv. EMH&T will coordinate with the City on legislation by providing data and exhibits for the sidewalk assessment program. Drafting of the legislation and scheduling it for the necessary readings and public review periods is assumed to be handled by the City. Mailing of resident notices and tracking responses is also assumed to be performed by the City.

6. Bidding Services

- a. Prepare 15 sets of bidding documents and publish the notice to contractors

- b. Respond to any requests for information from bidders during the bidding process
- c. Attend bid opening
- d. Prepare bid tab, award recommendation and conformed copies of the contract documents

EXCLUSIONS:

1. Topographic survey with the exception of curb survey for continuous curb streets and Broadwyn Drive. The street program will be characterized and bid using GIS exhibits with an aerial photo background.
2. Subsurface evaluations besides the pavement thickness cores.
3. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in October 2021, we anticipate that the project can be bid in February 2022. If the sidewalk assessment is added to the scope, this schedule will likely need to be refined to incorporate timeframes for legislation and resident notification.

FEE

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 be hourly not exceed the amount shown in the Fee Summary 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
1. Resurfacing Program	\$39,628.00
2. Curb Profiles	\$26,270.00
3. Preventative Maintenance	\$4,696.00
4. Broadwyn Drive Survey and Design (Complete Street)	\$45,090.00
5. Sidewalk Assessment Program	\$29,468.00
6. Bidding Services	\$3,900.00
<u>PROJECT TOTAL FEE</u>	<u>\$149,042.00</u>

2022 Street Maintenance Program – Program Development and Bidding
Services
City of Reynoldsburg

Page 6 of 6

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

Enclosure

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: 2022 Street and Sidewalk Improvement Program Engineering Exhibit (2022 Street and Sidewalk Maintenance and Repair Program)

City of Reynoldsburg
2022 Street Program Candidates

14.2.a

Street Name	Project Limits	Area (SY)	Prelim. Budget
Resurface with Spot Curb Repair			
Gladiolous Court	All	1,060	\$ 30,740
Bergenia Court	All	1,250	\$ 36,250
Canada Court	All	2,320	\$ 67,280
Cuthbert Court	All	2,050	\$ 59,450
Birchview Drive	Belltree Dr. to Belltree Dr.	15,300	\$ 443,700
Rygate Court	All	830	\$ 24,070
Tomahawk Trail	Lancaster Ave. to Jonell Ln.	2,640	\$ 76,560
Aida Drive	All	2,720	\$ 78,880
Nocturn Road East	All	5,650	\$ 163,850
Crofton Place, Court and Cir.	All	4,500	\$ 155,000
Resurface with Continuous Curb Repair			
Hillridge Road	All	8,350	\$ 292,250
Rygate Drive	All	6,450	\$ 225,750
Carrousel Drive East	All	9,240	\$ 323,400
Roundelay Road East	All	2,850	\$ 99,750
Taylor Road SW	All	28,500	\$ 750,000
Complete Street Improvement			
Broadwyn Drive	Lancaster Ave. to Graham Rd.	6,570	\$ 750,000
Preventative Maintenance			
Crack Seal, Rejuvenation, Etc.	Areas are TBD	TBD	\$ 250,000
Sidewalk Maintenance			
Street Program Streets	TBD - Pending Sidewalk Inspections	TBD	TBD
Total Anticipated Budget			\$ 3,826,930

Attachment: 2022 Street and Sidewalk Improvement Program Engineering Exhibit (2022 Street and Sidewalk Maintenance and Repair Program)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Public Service and Transportation Committee

RE: Survey and Preliminary Engineering Design Services for Waggoner Road Improvements

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

**AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY AND
PRELIMINARY ENGINEERING DESIGN SERVICES FOR WAGGONER ROAD
IMPROVEMENTS, AND APPROPRIATING FUNDS THEREFOR**

Whereas, EMH&T will provide survey and preliminary engineering design services for the Waggoner Road Improvements; and

Whereas, the preliminary design will address current safety concerns for vehicular and pedestrians traffic along the corridor including storm sewer improvements, addition of concrete curb and gutter, street lighting, separated leisure path and sidewalk system and signalized intersection at Priestly Drive; and

Whereas, the City has applied for Ohio Public Works Commission (OPWC) funds to help offset future construction costs; and

Whereas, the total cost for the survey and preliminary engineering design services is \$370,000.00 and funded through the America Recovery Act.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

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

Section 1. That the Mayor authorize EMH&T to conduct Preliminary Engineering Design Services for Waggoner Road Improvements.

Section 2. That an amount of \$370,000.00 be approved and taken from the unappropriated American Rescue Plan Fund (206) and be appropriated to account number 206.000.5659 Miscellaneous Infrastructure.

Section 3. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Engineers, Surveyors, Planners, Scientists

May 26, 2021

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

Subject: Proposal for Professional Services – Waggoner Road Survey & Preliminary Engineering

Dear Mr. Dorman,

EMH&T is pleased to present this proposal for professional services related to survey and design of improvements to Waggoner Road between Main Street and Broad Street. Our recommended scope and fee are outlined below. This work will be performed in accordance with the terms and conditions of our current Master Service Agreement with the City.

A. PROJECT UNDERSTANDING

1. Scope of Improvements to be Designed

- a. Waggoner Road will be widened and reconstructed from Main Street to Broad Street (approximately 11,000 linear feet). One through lane will be provided in each direction, along with center turn lanes as generally shown on the enclosed Schematic Exhibit;
- b. The roadside will feature curb and gutter, with a closed-conduit stormwater drainage system;
- c. A shared-use path will be constructed on one side of the road and a sidewalk will be constructed on the other side. The location (side) of each will be determined during design.
- d. Crosswalks will be provided at intersections and other strategic locations. Enhanced traffic control (Rectangular Rapid Flashing Beacons, or similar) will be considered for crossings of Waggoner Road at un-signalized intersections;
- e. Street lighting will be installed along the roadway.
- f. Existing overhead utilities will remain overhead, relocated where necessary in coordination with the roadway design;
- g. The existing Bridge over French Run will be widened/extended to accommodate the proposed road section;
- h. Approximately five stormwater drainage pipe/box culverts will be extended throughout the corridor where required;
- i. The existing traffic signals at both Rodebaugh Road and Ross Way (Waggoner Road Jr. High School) will be modified or replaced to accommodate the pavement widening and pedestrian facilities;
- j. Traffic signals at Main Street and Broad Street will remain undisturbed by the project.

2. Phasing

We understand that the City intends to construct the Waggoner Road Improvements in two phases. Phase 1 will extend from Main Street to just north of Priestly Drive. The second phase will extend from Priestly Drive to Broad Street. The survey and preliminary engineering tasks outlined below will cover both Phase 1 and Phase 2 project limits.

B. SCOPE OF SERVICES

EMH&T's professional services will include documentation, design, and coordination to successfully advance the project. The following tasks are anticipated:

1. Survey & Basemapping

EMH&T will perform topographic and boundary survey of the project area to support design activities. This will include the following services:

- a. Research available public records such as deeds, plats, and right-of-way plans (easement research will not be performed as part of this task but be appropriate as part of a future task);
- b. Recover existing monumentation (fee includes up to 24 hours of law enforcement officer time to assist the recovery of centerline monuments within the roadway).
 - i. Property pins will be recovered along the right-of-way but not in rear property corners. Property lines will be plotted based upon record information. Rear property corners will be recovered to confirm property lines as part of a future phase of work when the specific right-of-way needs of the project are better understood;
- c. Establish control network including up to eight horizontal control points using GPS and up to eight benchmarks;
- d. Request plans and markings of underground utilities through the Ohio Utilities Protection Service;
- e. Perform topographic survey of the project corridor;
- f. Gather record plan information from the City and County;
- g. Prepare topographic and boundary basemaps in AutoCAD for use in design and plan production.

2. Preliminary Geometrics Design

The conceptual geometrics shown on the enclosed Schematic Exhibit will be refined to a level commensurate with detailed design activities.

- a. Refine horizontal geometrics;
- b. Geometric design of proposed cross street intersections / driveway locations (8 intersections, 14 commercial driveways, 50 residential driveways). AutoTurn analysis will be performed for intersections and commercial driveways where appropriate;
- c. Design vertical alignment (profile);
- d. Design typical sections;
- e. Develop preliminary cross sections and design roadside grading;
- f. Identify locations and limits of retaining walls;
- g. Develop schematic layouts for utility features such as water mains and street lighting;
- h. Develop preliminary traffic signal layout;
- i. Develop preliminary construction limits;
- j. Prepare and submit a Preliminary Geometrics Plan (scroll plot) for review by the City.

3. Preliminary Stormwater & BMP Design

Preliminary stormwater drainage and BMP design will be prepared in accordance with City of Reynoldsburg standards and ODOT's Location and Design Manual Volume 2 to support preliminary engineering and cost estimate development.

- a. Identify outfalls and develop tributary area mapping;
- b. Preliminary inlet spacing design;
- c. Preliminary storm sewer calculations;
- d. Post-Construction Stormwater BMP concept development;

- e. Perform preliminary culvert analysis
 - i. Preliminary hydrology to determine approximate peak flow rates;
 - ii. Preliminary hydraulics analysis of impact of roadway reconstruction on culvert performance and flood routing conditions;

4. Preliminary Construction Plans

Preliminary construction plans (approx. 30% complete) will be developed in general accordance with City of Reynoldsburg and ODOT standards. The following plan elements will be included:

- a. Title Sheet;
- b. Schematic Plan with Survey Control;
- c. Typical Sections;
- d. Plan & Profile;
- e. Cross Sections;
- f. Traffic Control Plan (Striping Only);
- g. Right-of-Way Exhibits depicting the type and location of permanent and temporary right-of-way needed along the corridor.

Plans will be submitted electronically to the City and Franklin County Engineer's Office for review upon completion of 30% complete plans. Comments received will be addressed as part of final engineering. Plans will also be submitted to private utility companies for verification that their facilities are shown completely and accurately.

5. Opinions of Cost

EMH&T will prepare detailed project cost opinions including design, construction, and right-of-way acquisition costs. Quantities will be based on preliminary construction plans. Unit pricing will be based upon historical bid information. Right-of-way costs will be generally based upon Franklin County Auditor valuations and should be verified by a real estate professional.

6. Project Advocacy, Coordination, and Meetings

We anticipate the following services related to project advocacy, coordination, and management.

- a. Attend progress meetings with the City and other stakeholders (assume two staff at six meetings).
- b. Prepare exhibits for meetings and coordination;
- c. General project coordination and oversight.

C. COMPENSATION

EMH&T proposes to provide our professional services as described in the above Scope of Services for the following prices.

Scope Item #	Description	Price
1	Survey & Basemapping	\$143,000
2.	Preliminary Geometrics Design	\$67,000
3.	Preliminary Stormwater & BMP Design	\$38,000
4.	Preliminary Construction Plans	\$94,000
5.	Opinions of Cost	\$9,000
6.	Project Advocacy, Coordination, and Meetings	\$19,000
	Total (Items 1 through 6) =	\$370,000

The fees listed above includes labor, direct costs, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt. Invoices will be prepared in a time and materials format based upon the progress of work and accrued fees. Labor rates will be in accordance with our current Master Services Agreement with the City.

D. SCHEDULE

EMH&T will begin work upon notice to proceed. Upon authorization, we will prepare a detailed Gantt chart schedule for the project. We will review the schedule with the City for approval. We will update the schedule throughout the design phase of the project.

E. CLARIFICATIONS AND EXCLUSIONS

The scope of work identified in this document is based on EMH&T's knowledge of the project requirements at the time when the document was prepared, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by revisions to written procedures included in manuals or decisions made by, the Client, the City, or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the Client in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue.

The following services are specifically excluded from our proposal:

1. Traffic Studies;
2. Geotechnical investigations;
3. Detailed design and final engineering;
4. Floodplain analysis and permitting;
5. Environmental services and permitting;

6. Detailed bridge surveys;
7. Legal descriptions and exhibits;
8. Easement or title research;
9. ODOT-style right-of-way plans;
10. Funding applications;
11. Valuation and acquisition of right-of-way and easement parcels including appraisal, offer letter preparation and delivery, negotiation, preparation of transfer documents, recording of documents, etc.

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the City.

We look forward to working with you in the successful advancement of this project. If you approve of our proposal, please authorize with your signature below. If you have any questions or require additional information, please do not hesitate to contact me at 614-775-4555 or randrews@emht.com.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Enclosures: 1 (Project Schematic Exhibit)

Copies: Michael Brehm, PE (EMH&T)

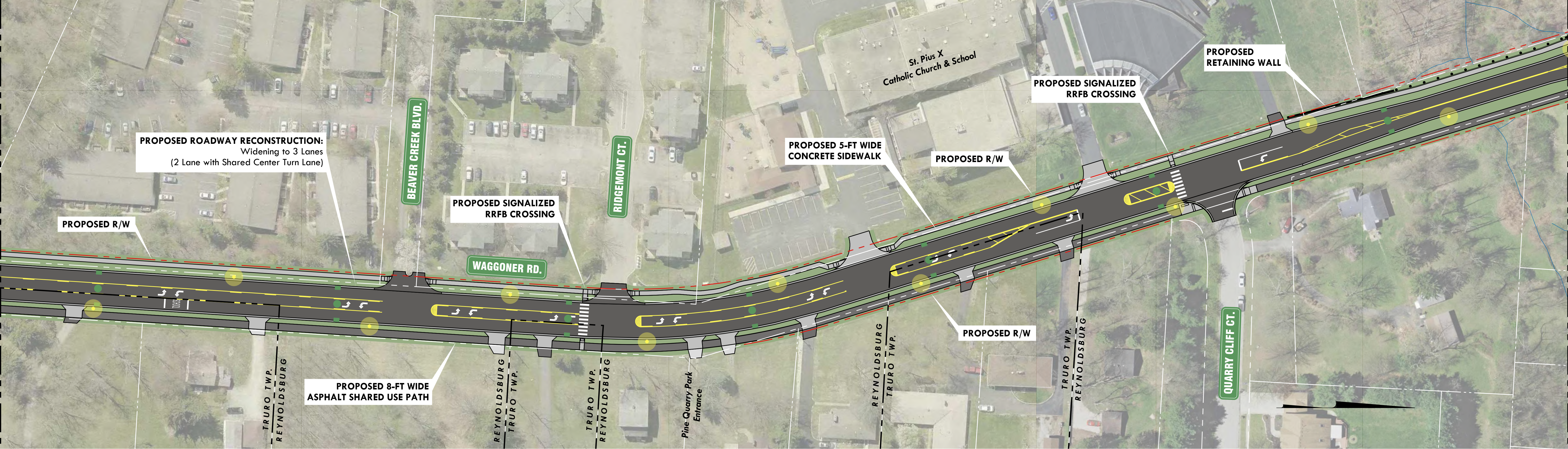
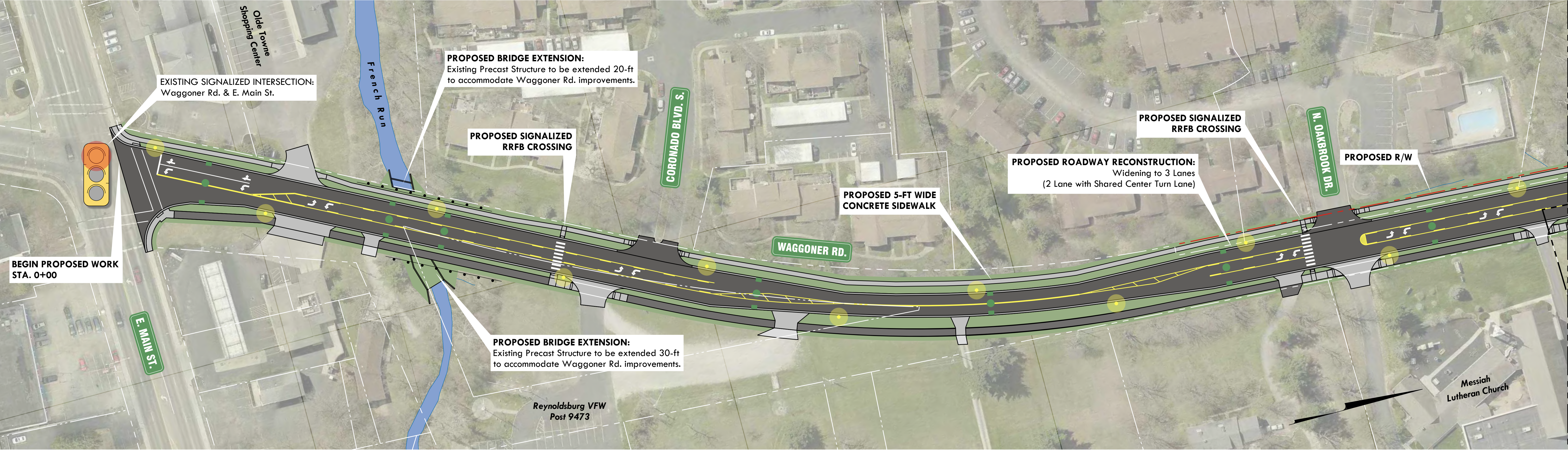
Acceptance and Authorization to Proceed

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name / Date

Title

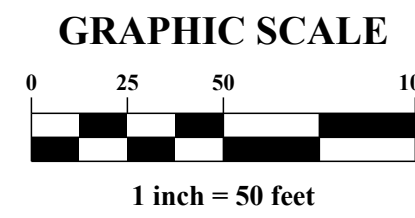


J:\2020060\WorkInProgress\Waggoner Road\Exhibits\Waggoner Road - Exhibit.dwg Last Saved By: myake, 4/2/2020 11:31 AM Last Printed By: Yake, Mitchell, 2/15/2019 1:34 PM

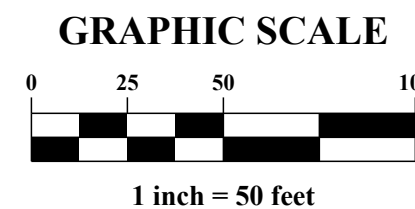
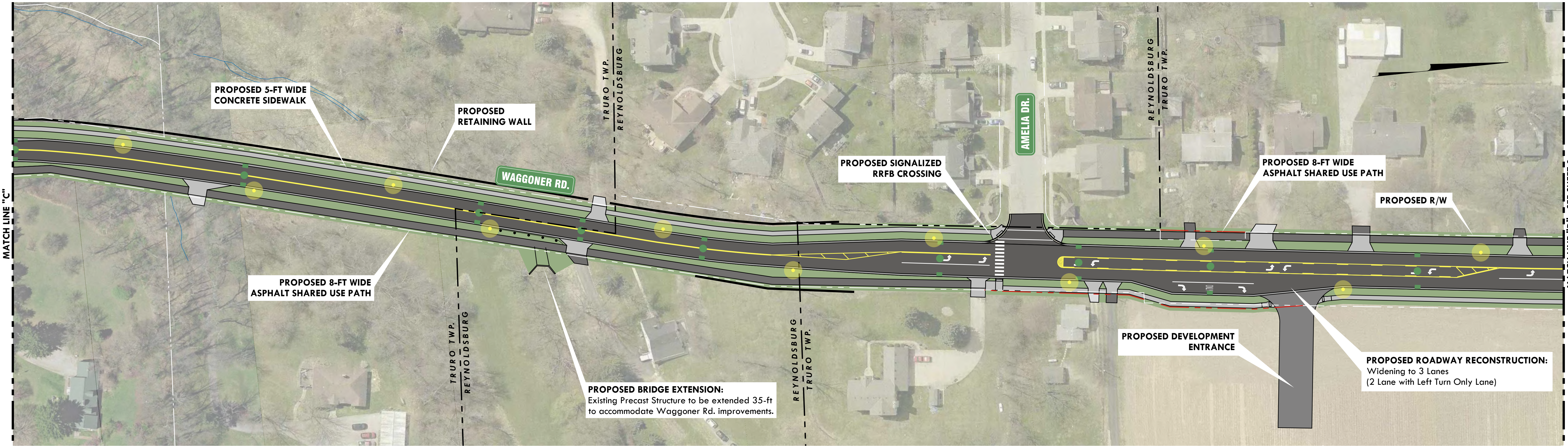
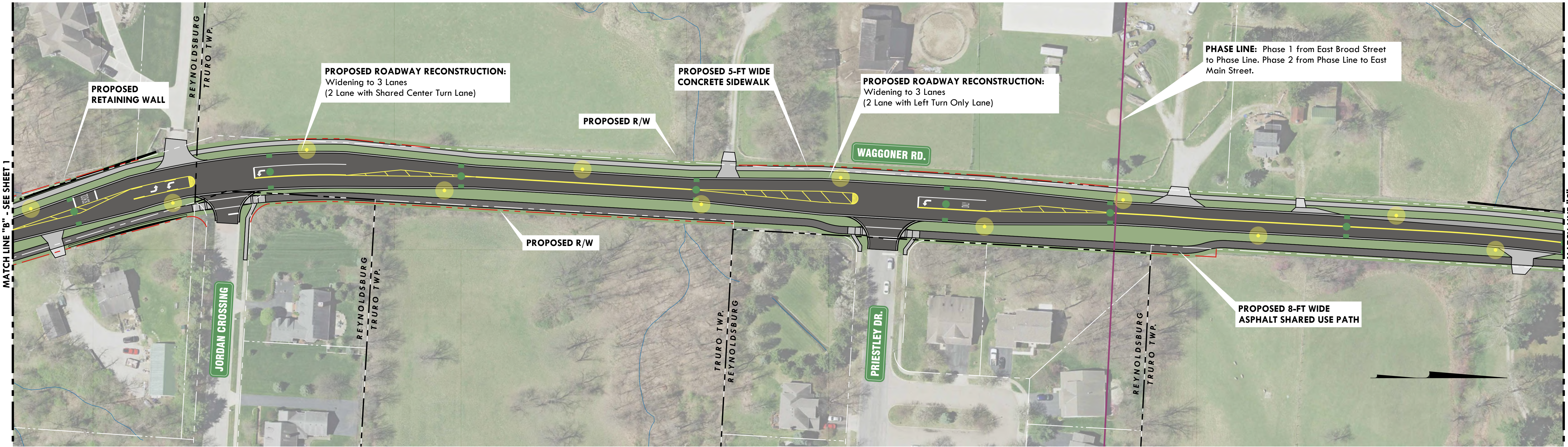
EMHT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
301 McCullough Dr., Ste. 100, Charlotte, NC 28262
Phone: 704.548.0333 Toll Free: 888.775.2648
emht.com

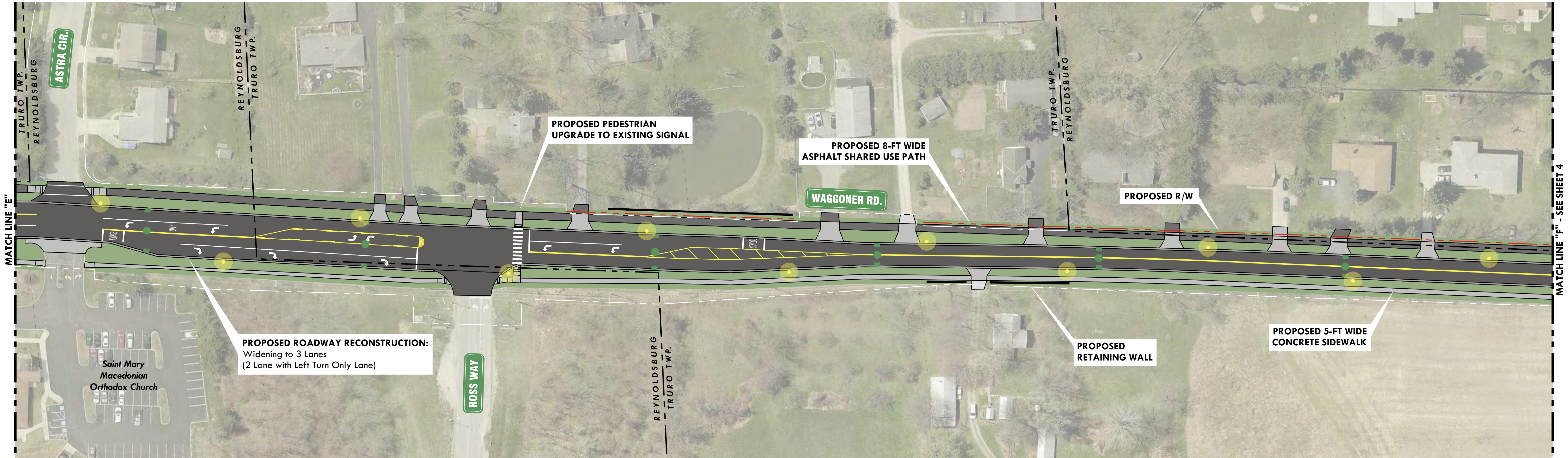
CITY OF REYNOLDSBURG, OHIO
PROPOSED ROADWAY IMPROVEMENTS
CURB & GUTTER, STORM SEWER, FULL DEPTH RECONSTRUCTION
WAGGONER ROAD
FROM E. MAIN STREET TO E. BROAD STREET

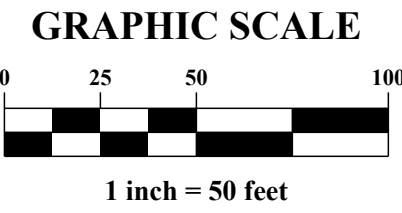
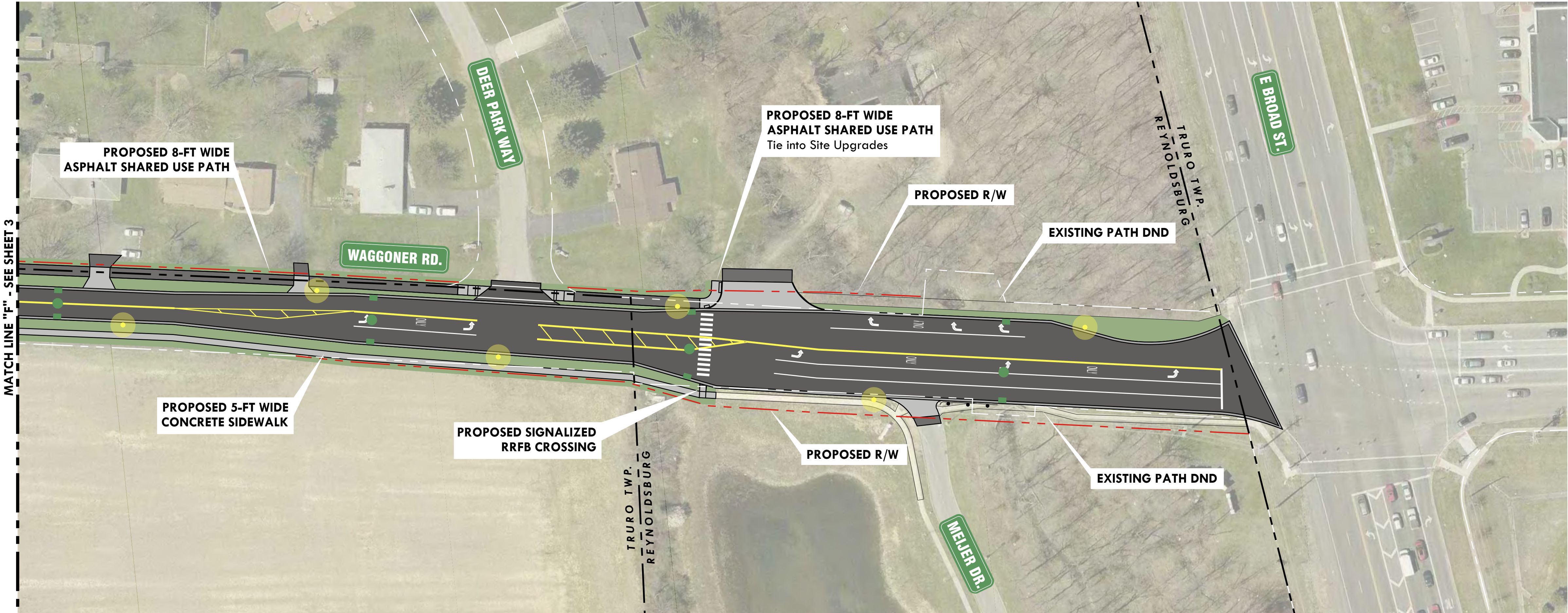


DATE	March 2020	JOB NO.	20200050
SCALE	1" = 50'	SHEET	1 / 4



DATE	March 2020	JOB NO.	20200050
SCALE	1" = 50'	SHEET	2 / 4





DATE	March 2020	JOB NO.	20200050
SCALE	1" = 50'	SHEET	4 / 4

Mayor's Office

Joe Begeny
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226867 Phone

ORDINANCE REQUEST

DATE: September 27, 2021
TO: Finance and Administration Committee
RE: Website Redesign

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

We have selected Civicengage Central to facilitate website improvements. The base cost of this service is \$24,949 however the two year annual service fee will increase total cost beyond the \$25,000 so for transparency we are bringing this before Council.

After a lengthy search process we have selected Civicengage to redesign our website. The base cost is \$24,949 with a two year service agreement that totals \$4,725 for a grand total of \$29,674.

I am requesting appropriation of funds in the amount of \$6,000 from the Franklin County Cares Act, account number 203.000.5529 and \$7,000 from the Licking County Cares Act, account number 204.000.5529 with the remaining funds in the amount of \$16,674 appropriated from the Miscellaneous Contracts from the Computer account number 110.584.5339

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A
 CONTRACT WITH CIVICENGAGE CENTRAL FOR WEBSITE DESIGN AND
 APPROPRIATE FUNDS**

WHEREAS, it has been determined that the City's website is in need of a redesign in order to accommodate the additional digital and graphic information for use by the community; and

Mayor's Office

Joe Begeny
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226867 Phone

WHEREAS, the cost of the website redesign is \$24,949 with an additional \$4,725.00 for a two-year service contract; and

WHEREAS, after reviewing several proposals by multiple vendors, CivicEngage Central provided the most comprehensive and best proposal.

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 a contract with CivicEngage Central for a redesign of the City's website.

SECTION 2. That \$6,000.00 be unappropriated from account number 203.000.5529 Franklin County Cares Act Fund and \$7,000.00 unappropriated from account number 204.000.5529 Licking County Cares Act Fund with the balance of \$16,674 unappropriated from account number 110.5843.5339 Miscellaneous Contracts Computer for a total of \$29,674.00.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Renewal of Multiple City TIFs

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

AN ORDINANCE ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS

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

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

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

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

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

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

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2020 have done so and have forwarded their recommendations to City Council.

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

- a. Brice Road and Main Street TIF - accept report and continue agreement
- b. Taylor Square TIF - accept report
- c. Taylor Road TIF #1 - accept report and continue agreement
- d. Taylor Road TIF #2 - accept report and continue agreement
- e. Kroger TIF - accept report (TIF ended in 2017)
- f. Summit Road TIF - accept report and continue agreement

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.

Reynoldsburg

MINUTES

2021 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JUNE 30, 2021

PLACE: Virtual Zoom Meeting

1. Michael Stinziano, Franklin County Auditor

Michael Stinziano called the meeting to order at 2:03 pm.

Present: Michael Stinziano, Kelan Craig, Christine Boucher, Carlie Boss, Lane Newcome, Julio Orr, Chris Long, Jason Nicodemus, Joni Crawford, Chris Shook, Stephen Cicak, and Andrew Bowsher

2. Approval of 2020 Minutes

Andrew Bowsher made a motion to approve the Minutes, seconded by Carlie Boss; eleven affirmative votes, Julie Orr abstained, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Mr. Bowsher: The total gross collected was \$171,171.02. Reynoldsburg has upheld its commitment to plow some streets including the Glen Meadows Neighborhood. This continues to be a well-functioning TIF. The city voted on a few new TIF's that we will discuss at next year's meeting.

Carlie Boss made a motion to accept the report of the Brice Road TIF, seconded by Andrew Bowsher; eleven affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Stinziano adjourned the meeting at 2:13 pm

TIF Form

Municipality Reynoldsburg
TIF Name BRICE RD (WALGREENS) TIF
TIF Ordinance 30-1999
TIF Type
First Year 2001 **Last Year** 2029
Levy Sharing N
School or Non-School TIF Non-School
JVSD EASTLAND JVSD

TIRC Date
Percent of TIF 100
TIF Ordinance Date
TIF ORC Code 5709.40 (B)
Number of years total 29
Revenue Sharing N
School District REYNOLDSBURG CSD
Project History

This TIF includes the Walgreens, and Home Depot locations. All TIF areas are still generating.

Fund Balance \$44,263.29
Funds Received this Year \$44,263.29
Encumbered Amount 0
Expenditures \$2,690,491.33

Balance Owed \$337,096.35
Funds Received Total \$1,160,487.6
Total Cost of Finished Infrastructure \$337,096.35
Expenditure Details

2003 Infrastructure Bonds

TIF Form

Municipality Reynoldsburg
TIF Name HOME DEPOT TIF
TIF Ordinance 32-1999
TIF Type
First Year 1999 **Last Year** 2028
Levy Sharing N
School or Non-School TIF Non-School
JVSD EASTLAND JVSD

TIRC Date June 30th 2021
Percent of TIF 100
TIF Ordinance Date
TIF ORC Code 5709.40 (B)
Number of years total 30
Revenue Sharing N
School District REYNOLDSBURG CSD
Project History

--

Fund Balance \$136,138.42
Funds Received this Year \$13,138.42
Encumbered Amount 0
Expenditures \$80,525

Balance Owed \$0
Funds Received Total \$3,176,873.49
Total Cost of Finished Infrastructure \$3,027,587.68
Expenditure Details

2003 Bond

--

Reynoldsburg

MINUTES

**2021 LICKING COUNTY TIRC
WEDNESDAY, JUNE 30, 2021**

PLACE: Virtual Zoom Meeting

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 2:48 pm

Present: Michael Smith, Brad Mercer, Chris Harkness, Christine Boucher, Joni Crawford, Stephen Cicak, Andrew Bowsher, and Chris Shook

2. Approval of 2020 Minutes

Chris Harkness made a motion to approve the Minutes, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Road TIF #1

Mr. Bowsher: For 2020 \$12,726.15 was collected the first half and for the second half \$8,439.47 was collected. This was for the Taylor Chase Condominiums. This should increase this year as the developer has built out eight more buildings to finish out this development and we should start collecting on that soon. TIF 2 will have an increase as the ranch apartments to this development will be completed as well.

Andrew Bowsher made a motion to accept the report of Taylor Road TIF#1 and continue the TIF, seconded by Chris Harkness; eight affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #2

Mr. Bowsher: This is the second portion of Taylor Road. Due to the apartments being built in this TIF we will see the largest increase as in 2020 this was vacant land. This year's amounts are \$634.67 the first half and \$634.67 for the second half.

Chris Shook made a motion to accept the report of Taylor Road TIF #2, seconded by Chris Harkness; eight affirmative votes, no negative votes; the Motion carried.

5. Summit Road TIF

Mr. Bowsher: No new changes on this TIF. This has been vacant farm land with the exception of The Inn at Summit. We do have a proposal for Eastwood that's about three years out. That development will significantly increase this TIF. The first half collections are \$15,997.70 and the second half is \$15,997.70.

Chris Shook made a motion to accept the report of the Summit Road TIF, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; the Motion carried.

6. Comments and Closing

Michael Smith adjourned the meeting at 2:57 pm

Summit Rd #1**Fund 973**

	1st half	2nd half
	2020	2020
Total Net TIF Collections		
Summit Rd #1	15,997.70	15,997.70
Summit Rd #1 10% Rollback		
Maple Woods Farms		
Maple Woods Farms-10% Rollback		
Gross Collection	15,997.70	15,997.70
Less:		
Aud/Treas Fees	202.29	207.76
Delinquent Tax Collection (5%)		
Net Distribution	15,795.41	15,789.94

Fund 973 Summit Rd #1 Tif	1st half	2nd half
	2020	2020
Fund 973 Beginning Balance	61,242.13	77,037.54
Total Collected	15,795.41	15,789.94
Debt Service		
Fund 973 Ending Balance	77,037.54	92,827.48

Taylor Rd Tif #1**Fund 974**

	1st half	2nd half
	2020	2020
Total Net TIF Collections		
Taylor Chase	12,726.15	8,439.47
	0.00	0.00
Gross Collection	12,726.15	8,439.47
Less:		
Aud/Treas Fees	161.21	109.49
Delinquent Tax Collection (5%)		
Net Distribution	12,564.94	8,329.98

Fund 974 Taylor Rd-1 Tif	1st half	2nd half
	2020	2020
Fund 974 Beginning Balance	210,191.16	222,756.10
Total Collected	12,564.94	8,329.98
Debt Service		
Fund 974 Ending Balance	222,756.10	231,086.08

Taylor Rd Tif #2
Fund 975

	1st half 2020	2nd half 2020
Total Net TIF Collections		
Park National Bank	0.00	
Glen O Bard	634.67	634.67
	0.00	0.00
Gross Collection	634.67	634.67
Less:		
Aud/Treas Fees	8.02	8.22
Delinquent Tax Collection (5%)		
Net Distribution	626.65	626.45

Fund 975 Taylor Rd-2 Tif	1st half 2020	2nd half 2020
Fund 975 Beginning Balance	17,651.28	18,277.93
Total Collected	626.65	626.45
Debt Service		
Fund 975 Ending Balance	18,277.93	18,904.38

Reynoldsburg

MINUTES

**2021 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
WEDNESDAY, JUNE 30, 2021**

PLACE: Virtual Zoom Meeting

1. Jon Slater, Fairfield County Auditor

Mr. Slater called the meeting to order at 3:03pm

Present: Jon Slater, Ed Laramée, Carri Brown, James Mako, Rick Szabrak, Christine Boucher, Robin Duffee, Ed Drobina, Joni Crawford, Stephen Cicak, Chris Shook, and Andrew Bowsher

2. Approval of 2020 Minutes

Andrew Bowsher made a motion to approve the Minutes, seconded by Stephen Cicak; twelve affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Bowsher: For the first half we collected \$697,663.44 and the second half was \$1,072,786.84 for a grand total of \$1,770,420.82. Updates from last year are a new Starbucks as well as the corner lot being a Mount Carmel facility with emergency and primary care. Drury has looked to divest its interest in the parcel they currently own. I have been told that is going to be pushed into two outparcels with restaurant spaces. Additionally, we have the Chick-fil-A with a planned opening of August of this year and Caliber Automotive is being constructed next to Big Sandy. Caliber will have a payroll of a few million. Casto has been working with a Gabes to potentially fill the Babies-R-US location. We have seen a lot of interest in this area and continue to receive inquiries and fill some of the vacancies.

Mr. Slater: Any questions from members of the city or members of the TIRC? There's been some good activity there and I think this is a good example of a TIF. I'm not sure how much debt is left on that project.

Ms. Crawford: The final debt payment will be December 2023. Our principal balance at the end of 2020 was \$1,640,000.00.

Mr. Slater: So the collections is supporting that, that's great.

Carri Brown made a motion to accept the report of the Taylor Square TIF, seconded by Chris Shook; twelve affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Slater adjourned the meeting at 3:15 pm.

TAYLOR SQUARE TAX INCREMENT FINANCING

Phase I and II	1st Half 2020	2nd Half 2020
Total Phase I Collected	389,929.75	740,073.49
Total Phase II Collected	307,733.69	332,713.35
TOTAL COLLECTED	697,663.44	1,072,786.84

Effective Class II % to School	65.00%	65.00%
--------------------------------	--------	--------

Subaccounts	1st Half 2020	2nd Half 2020
Phase I Reserve		
Phase I Debt Service	389,929.75	740,073.49
Phase II School Revenue	200,026.90	216,263.68
Phase II Debt Service	107,706.79	116,449.67
	697,663.44	1,072,786.84

Fund 970 (TIF)	1st Half 2020	2nd Half 2020
Fund 970 Beginning Balance	933,814.06	893,043.12
Total Collected	697,663.44	1,072,786.84
Paid To Schools	-738,434.38	-411,565.62
Transferred to Debt Service		-571,829.00
Debt Payments paid from Tax Revenues	0.00	0.00
Fund 970 Ending Balance	893,043.12	982,435.35
Fund 970 reserve		

Payments to School District	1st Half 2020	2nd Half 2020
Phase II School Revenue (30 days after receipt)	200,026.90	216,263.68
Annual Balance (30 days after calendar year)		782,330.70

Service Payment Deficiencies	2020
Phase I Owner's Parcel (i)	684,455.81
Phase I Property (ii)	1,130,003.24
Credited Payments (iii)	1,354,159.70
Debt Payment Required	571,829.00
Debt Service Deficiency	0.00
Target Deficiency	0.00
Amount Due From Owner	0.00

1 770 420.28

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: September 27, 2021

TO: Development, Parks and Recreation Committee

RE: Purchase of Real Property on Priestly Drive

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
-------------------------	------------------------	--------------------------

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City; and

WHEREAS, the City of Reynoldsburg desires to use the land for a public purpose; and

WHEREAS, the City maintains and operates the adjacent Pine Quarry Park; and

WHEREAS, This new parcel will act as a neighborhood entrance into the park; and

WHEREAS, both the Ohio Revised Code Section 715.21 and the Charter of the City of Reynoldsburg allows the City to acquire real property.

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

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

SECTION 1. The Mayor is hereby authorized to purchase the real property located on Priestly Drive, Reynoldsburg, Ohio, Franklin County, Ohio Parcel Number 060-008445-00.

SECTION 2. The legal description attached as Exhibit A shall be incorporated by reference.

SECTION 3. The consideration of payment for the property is twenty-five hundred dollars (\$2,500.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition of twenty-five hundred dollars (\$2,500.00) is to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated General Fund (110) to account number 110.340.5601 Land Parks and Recreation.

SECTION 5. In addition to the purchase price, an additional one thousand dollars (\$1,000) shall be appropriated as a contingency from the unappropriated General Fund (110) to account number 110.340.5601 Land Parks and Recreation.

SECTION 6. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 7. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 8. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

SECTION 9. This Ordinance shall take effect thirty days after the approval of Council and the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “Contract”) is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** (“Buyer”) and (ii) **Quarry Park Homeowners Association Inc**, an Ohio limited liability company (“Seller”; Buyer and Seller sometimes referred to individually as a "Party" or collectively as the “Parties”).

Preliminary Statements

A. Seller is the owner of one (1) Franklin County, Ohio Parcel Number 060-008445-00, commonly known as Priestly Drive, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate .38 acre tract improved with a nature trail, together with all improvements thereon, and all easements and other rights and privileges appurtenant thereto (hereinafter “the Property”).

B. Seller desires to (i) sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

In consideration of the foregoing Preliminary Statements, which are hereby incorporated herein, and of the mutual promises herein set forth, the Parties do hereby make this Contract on the following terms and conditions, intending to be bound hereby:

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Twenty Five Hundred Dollars (\$2,500.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

In the event title company requires the parties to execute an addendum or other agreement with respect to the title company serving as Holder, then the parties agree to execute such addendum or other agreement.

Article 2: Closing; Possession; Condition of Property.

a. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, but shall be no later than June 15, 2021, unless extended by mutual agreement of the Parties. Upon termination, all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter, except those obligations outlined in Article 3.

b. Possession. Buyer shall be entitled to possession of the Property at the Closing.

c. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

a. Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Seller harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representative's actions while inspecting the Property. Buyer agrees to notify Seller prior to Buyer or Buyer's representatives entering the building on the Property.

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

- i. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.
- ii. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.
- iii. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the earnest money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Buyer, at Buyer's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.

b. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").

c. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property

d. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).

e. Title Commitment, Title Policy and Survey Premium and Fees. Buyer shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.

(ii) Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Seller regarding the authority of the

Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.

(vi) Intentionally Deleted

(vii) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non- foreign person certificate [§1445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:

(i) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(ii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

a Risk of Loss or Damage. Notwithstanding Buyer's obligations, Seller shall bear the risk of loss or damage to the Property until the Closing and agrees to maintain adequate insurance on the Property with a reputable insurance carrier. If any event should occur prior to the Closing Date which causes a material loss or damage, then Seller shall promptly notify Buyer of such event and Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice thereof in which case Buyer shall be entitled to any and all insurance proceeds, or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after receipt of notice of such event from Seller. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released

have been removed subject only to the contingencies which are typically required at Closing in which event Buyer shall have the right to negotiate with and sell to such

governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

a Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

- (i) There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
- (ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;
- (iii) Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;
- (iv) Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
- (v) Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
- (vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
- (vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
- (viii) Within twenty (20) days of the Effective Date, Seller shall confirm to Buyer that it has full power and authority to enter into and fully perform and comply with the terms of this Contract. Should Seller fail to secure authority from its Members, this Real Estate Purchase Contract shall be null and void and the Earnest Money shall be returned to Buyer.
- (ix) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller

is a party or by which Seller is bound;

- (x) To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
- (xi) Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will effect the Property;
- (xii) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
- (xiii) To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
- (xiv) Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
- (xv) Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and
- (xvi) Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing for a period of one (1) year without the exception of fraud or intentional misrepresentation.

Article 12: General and Miscellaneous Provisions.

a. Notice. Any notice or other communication required or permitted to be given to a Party under this Contract shall be in writing, unless otherwise specified in this Contract, and shall be given by registered or certified United States mail, return receipt requested and postage prepaid. Notice shall be effective upon receipt of the receiving Party or if the receiving Party refuses service, the date placed in the United States mail system. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

Buyer:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
ATTN: Joe Begeny, Mayor

Seller:
Quarry Park Homeowners Association Inc.
PO Box 395,
Columbus, Ohio 43213
ATTN: Andrew F. Meinert, Esq.

With a copy to:
Chris Shook
7232 E. Main Street
Reynoldsburg, Ohio
43068

b. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.

c. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

d. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this

Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

e. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

f. Real Estate Brokerage Commission. The Seller represents that no real estate broker or other Person has been employed for compensation to represent it in this transaction, except Hadler Realty Co., representing the Seller. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party. Seller is responsible for any brokerage fees to Hadler Realty.

g. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

h. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.

i. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that:

(i) Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

l. Defaults and Remedies.

- Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
- Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

m. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

n. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each Party has executed and delivered this Contract to the other Party to be effective as of the Effective Date.

Buyer:

City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:

City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:

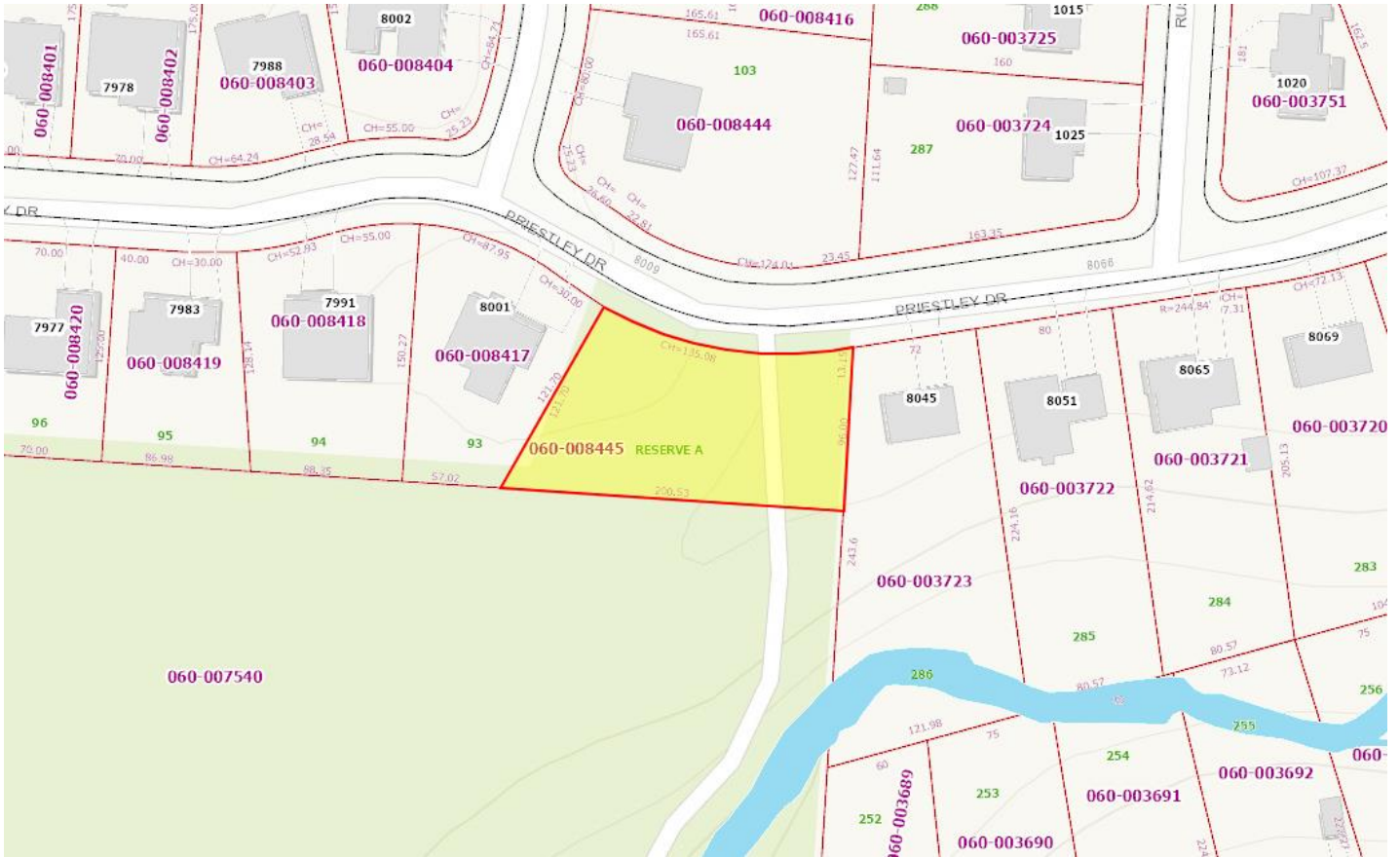
Nance Family LLC,
an Ohio limited liability company

By: _____

Its: _____

Date: _____

Exhibit A



Attachment: Prestly Draft Purchase Agreement.7.12.21 (121-2021 : Purchase of Real Property on Priestley Drive)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: September 27, 2021

TO: Public Service and Transportation Committee

RE: Community Consortium Recycling Processing Bid Award

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Upon review of the bids received the City has determined Rumpke Trash and Recycling to be the lowest and best, and

Whereas the bid price is \$35.00 for per ton for years 2022, 2023 and 2024, and

Whereas the contract includes two (2) one (1) year extensions for 2025 and 2026 at the same rate.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH RUMPKE TRASH AND RECYCLING FOR RECYCLING
PROCESSING GENERATED BY RESIDENTIAL, MUNICIPAL, AND SPECIAL
EVENTS IN THE CITY OF REYNOLDSBURG, OHIO**

WHEREAS, the Consortium received bids from one (1) company interested in providing services related to the processing of recyclable material; and

WHEREAS, after a review of the proposals, it was determined that the lowest and best bidder for such services is Rumpke Trash and Recycling; and

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

WHEREAS, the Consortium has also concluded that Rumpke Trash and Recycling has the ability, resources, and experience to provide those services; and

WHEREAS, the Consortium has recommended that the primary bid of \$35.00 per ton for three years from Rumpke Trash and Recycling be awarded.

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

Section 1: The exclusive contract for the recycling processing be awarded to Rumpke Trash and Recycling in accordance with the bid specifications and the bid proposal received.

Section 2: The Mayor is hereby authorized on behalf of the City of Reynoldsburg to enter into an contract with Rumpke Trash and Recycling for the processing of recyclable material.

Section 3: The contract amount shall be based on the primary bid submitted by Rumpke Trash and Recycling for a three-year price of \$35.00 per ton to commence January 1, 2022 through December 31, 2024. The contract also allows for two one-year extensions for 2025 and 2026.

Section 4: This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED
FROM THE CITY OF REYNOLDSBURG, OHIO**

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Reynoldsburg, Ohio (“Agreement” or “Recycling Services Agreement”) entered into this ____ day of _____ 2021, is by and between the community of City of Reynoldsburg, Ohio (“Participating Community”), with its offices located at 7232 E. Main Street, Reynoldsburg, Ohio 43068, and Rumpke of Ohio, Inc. (“Contractor”), a corporation with an office located at 10795 Hughes Road, Cincinnati, Ohio 45251.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the Participating Community may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Participating Community; and

WHEREAS, the Participating Community has determined that it is in the best interests of the Participating Community and its residents that the Participating Community arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units, Residential Unit Equivalents and Municipal Facilities and during Special Events located within the Participating Community from a single Contractor on an exclusive basis (“Recycling Services”); and

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio (“2021 Solid Waste Consortium”), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling and located at 1191 Field Road, Columbus, Ohio 43201 (“Identified Facility”); and

WHEREAS, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, the Participating Community has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, in reliance upon the Contractor's Bid, the Participating Community requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the Participating Community desires to accept the Contractor's Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

WHEREAS, the Participating Community and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein shall be defined in Exhibit A, which is attached and incorporated.

ARTICLE II - TERM

- 2.1. Term of Agreement.** The term of this Agreement shall commence on January 1, 2021, upon its execution by both parties hereto and shall continue for two (2) years. The Agreement shall automatically renew for three additional one-year term(s) unless, at the sole discretion of the Participating Community, the Participating Community provides notice of termination within thirty (30) days of the renewal date. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

- 3.1. Recycling Services.** The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the Participating Community and delivered to the Contractor's Identified Facility by the Participating Community's Collection Contractor, the Participating Community or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 3.2. Charges for Recycling Services.** The Contractor agrees that it shall charge the Participating Community or pay to the Participating Community a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Participating Community or its Residents ("Contractor Charge").

- 3.3. Recyclable Materials.** The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.
- 3.4. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of twenty-five thousand dollars (\$25,000.00).
- 3.5. Performance Assurance.** The Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.
- 3.6. Notice Requirement.** The Contractor shall immediately notify the Participating Community of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing unless and until the Participating Community has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7. Environmental Indemnification.** The Contractor shall save, indemnify and hold the Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Participating Community Indemnatee may incur, become responsible for, or pay out for or resulting from

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Participating Community Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.

- 3.8. Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9. Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio (including Rule 4-2017) and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10. Volume of Generation.** The Contractor acknowledges that the Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.
- 3.11. Records and Inspections.** The Recycling Services Contractor shall permit representatives of the Participating Community, at the Participating Community's sole expense, to inspect the Designated Facility and obtain copies of Recyclable Materials log sheets, weight tickets, gate receipts, and any documents relevant to processing fees and rebates that are maintained by the Designated Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community. Any such inspection or copying requested by the Participating Community shall be conducted during the Designated Facility's normal business hours and the Participating Community shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

ARTICLE IV – MISCELLANEOUS

- 4.1. Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

- 4.2. **Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3. **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the Participating Community, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community and Contractor.
- 4.5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6. **Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party, provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 4.8. **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the Contractor and not for the benefit of any other party

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

THE CITY OF REYNOLDSBURG, OHIO

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

[CONTRACTOR]

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

The 2021 Consortium I and 2021 Consortium III (“2021 Consortiums”): collectively, the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the Participating Communities.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

Bid Process: the bidding process for the Recycling Services designed by the Participating Communities.

Collection Contractor: an individual or entity selected by the Participating Communities for the collection of Solid Waste, Recyclable Materials and/or Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Communities, if any.

Effective Date: the date of last execution of the Recycling Services Agreement.

Identified Facility or Designated Facility: the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of Recyclable Services Agreement.

Invitation to Bid: the request of the Participating Communities to secure the Recycling Services.

Legitimate Recycling Facility: an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or

Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

Multi-Family: Municipal Facility pricing options for collection of recyclable materials will also be offered to local commercial business and multi-family housing developments by the Collection Contractor, although neither will be required to use the service. The Collection Contractor is required to provide recycling to local business and multi-family developments at the bid prices and contract directly with those business and multi-family developments that voluntarily choose to participate in the program. The Successful Bidder shall accept the recyclable materials generated from Multi-Family collected by the Collection Contractor.

Municipal Facilities: Participating Community-owned buildings, parks, and/or other locations which may be a source of Participating Community-generated Recyclable Materials.

Notice of Award: written notification that a Bid has been accepted for the Recycling Services.

Participating Community: the City of Reynoldsburg, Ohio.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest.

Performance Bond: the bond insuring performance of the Recycling Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Material: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services: the acceptance of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating

Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community - identified events listed on Exhibit E, attached to each Participating Community’s Collection Agreement and included in the Bid Documents, including but not limited to Participating Community -wide designated clean-up weeks.

Successful Bidder: the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

EXHIBIT B**PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars (\$25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2021, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary) By: _____

(Surety Secretary) By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT C**BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS FOR
CONSORTIUM I, CONSORTIUM III AND THE CITY OF COLUMBUS****Two (2)-Year Initial Term
+ Three (3) Separate One (1)-Year Extensions**

Not to exceed per ton bid price for processing of Recyclable
Materials*

Initial two-year term (Consortium I & III 1/1/2022-
12/31/2023; Columbus 4/1/2022-3/31/2024)

\$ 35.00**

First One-Year Extension (Consortium I & III 1/1/2024-
12/31/2024; Columbus 4/1/2024-3/31/2025)

\$ 35.00**

Second One-Year Extension (Consortium I & III 1/1/2025-
12/31/2025; Columbus 4/1/2025-3/31/2026)

\$ 35.00**

Third One-Year Extension (Consortium I & III 1/1/2026-
12/31/2026; Columbus 4/1/2026-3/31/2027)

\$ 35.00**

* Revenue-sharing proposal shall include complete details of such proposal on a separate page.

**See attached REVENUE-SHARING MODEL and CLARIFICATIONS for information related to pricing and additional terms.

Bids for Processing of Recyclable Materials are due April 15, 2021.

Revenue-Sharing Model

The State of Recycling

The past several years have brought with them many unforeseen changes in recycling and commodity markets have become more unpredictable. Despite this, Rumpke's longstanding regional partnerships and reputation for quality ensure Ohio's recyclables continue to be reused. More than 98% of Rumpke's collected recyclables go to domestic end users, with 80% destined for end users in Ohio and the Midwest. Rumpke has cultivated these regional opportunities by supplying bales of high-quality uncontaminated recyclables that manufacturers can turn into new products.

About the Recycling Processing Adjustment

Rumpke's goal is to support recycling in communities by offering a reliable processing solution at a fair, consistent and sustainable price. In the new state of recycling, collaborative pricing models have become a common practice for doing so. These models adjust price commensurate with recycling markets to help both communities and recyclers sustain their recycling programs.

Rumpke's Recycling Processing Adjustment uses a standard calculation to derive a per ton rebate or charge based on verifiable commodity indexes. The adjustment proposed herein offers communities price protection by setting a maximum charge of \$35 per ton while rebates may reach up to \$20 per ton.

Service Description

The included prices and terms are for the and acceptance of source-separated Single Stream Recyclable Materials generated by the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. All fees shall be paid by the community and, if not paid directly by the community, all fees for Recycling Services shall be paid by the community's Collection Contractor.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs/tubs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars combined. If excessive Residuals (materials that are not permitted and/or processable as single stream recyclables at Rumpke's Columbus MRF) impede processing, charges may apply to properly manage the material stream.



Calculating the Recycling Processing Adjustment

Allocation Percentage

Allocation Percentage of each commodity category will be adjusted every 6 months based on the actual volume (by weight) of residential recyclables processed and sold during a 6-month time period. The Allocation Percentage provided in the sample is for demonstration purposes only.

Index Price Formula

The Index Price Formula Rate will be based on the monthly published value of the index associated with the Recyclable Material, as described below.

Fiber

Set forth by Pulp & Paper Week, the category listed below, shall be used.

Sorted Residential News	P&PW/OBM High SRP #56 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber

Set forth at www.SecondaryMaterialsPricing.com, the first published "Current Average" price for each month, Chicago (Midwest/Central) Region shall be used. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.

Grade	Description	Average
PET Bottles	Baled, .lb, picked up	Average
HDPE Natural	Baled, .lb, picked up	Average
HDPE Color	Baled, .lb, picked up	Average
Aluminum Cans (UBC)	Baled, .lb, picked up	Average
Steel Cans	Baled, .lb, picked up	Average
#3-#7 Plastic Mixed	Baled, .lb, picked up	Average
Glass (3 Mix)	Baled, .lb, picked up	Average

Residuals Cost

The Residuals Cost shall be \$59 per ton.

Processing Fee

The Processing Fee shall be \$90 per ton.

Fee Adjustments

Rumpke reserves the right to adjust the Processing Fee annually based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Net Value

The Net Value per ton will be derived by summing the value (positive or negative) of the Commodity Categories, Residuals Cost and Processing Fee. If the calculation derives a positive (+) Net Value per ton, Rumpke will share evenly (50/50) in the difference between \$0 and the Net Value, up to \$20 per ton. If the calculation derives a negative (-) Net Value per ton, the difference between \$0 and the Net Value will be charged in full, up to \$35 per ton.

Revenue-Sharing Model



Sample of the Recycling Processing Adjustment

Material	Percentage	Market Price	Unit	Value	Charge
Sorted Resi Newspaper	0.00%	PP&W - Midwest, High Side	\$	65.00	\$ -
Cardboard # 11	18.76%	PP&W - Midwest, High Side	\$	90.00	\$ 16.88
Mixed Paper	38.80%	PP&W - Midwest, High Side	\$	45.00	\$ 17.46
Steel Cans	1.86%	SMP.Com- Chicago Average	\$	95.00	\$ 1.77
Aluminum Cans	1.45%	SMP.Com- Chicago Average	\$	1,210.00	\$ 17.58
HDPE (Color)	1.81%	SMP.Com- Chicago Average	\$	1,010.00	\$ 18.30
PET	4.40%	SMP.Com- Chicago Average	\$	200.00	\$ 8.80
#3 - #7 Plastic Mixed	1.29%	SMP.Com- Chicago Average	\$	-	\$ -
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	\$	52.50	\$ 0.01
Mixed Glass	16.20%	Actual & Transport	\$	(18.75)	\$ (3.04)
Residuals	15.39%	Cost	\$	(59.00)	\$ (9.08)
Processing Fee:				\$	(90.00)
Net Value				\$	(21.31)

* In the sample above, the charge would be \$21.31 per ton.

Revenue-Sharing Model

RUMPK

Recycle These

PAPER



Cardboard should fit
inside cart.

GLASS BOTTLES & JARS



Any color. Reattach lid.

PLASTIC BOTTLES



Lids OK if
reattached to bottle.

METAL CANS



Non-hazardous, non-flammable
material only.

CARTONS



No egg or ice cream cartons.
Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Tanglers such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about
our recycling program. Visit your local Solid
Waste District to find where you can dispose
of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKÉ

RECYCLE THESE



PLASTIC BOTTLES,
JUGS & TUBS



GLASS BOTTLES
& JARS



PAPER &
CARDBOARD



CARTONS



METAL CANS

HOW RUMPKE RECYCLING WORKS

RUMPKE RECYCLING FACILITIES



- | | | |
|--------------------|----------------------|-------------------|
| 1. St. Bernard, OH | 5. Mansfield, OH | 9. Medora, IN |
| 2. Columbus, OH | 6. Elmwood Place, OH | 10. Medina, OH |
| 3. Dayton, OH (2) | 7. New Miami, OH | 11. Lexington, KY |
| 4. Chillicothe, OH | 8. Louisville, KY | |

HOW ARE RECYCLABLES SORTED?



DRUM FEEDER

Creates a consistent flow of material from the tipping floor to the pre-sort line.



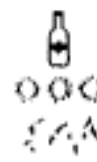
PRE-SORT AREAS

Trash is removed.



CARDBOARD SCREENER

Rotating discs remove the cardboard from the stream.



GLASS BREAKER

Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.



PAPER SCREENER

Rotating discs separate the paper from the containers.



OPTICAL SCANNER

Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.



OVERHEAD MAGNET

Attracts the steel cans.



EDDY CURRENT

Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.



BALER

Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?



- Saves natural resources and energy
- Reduces amount of waste going into landfills
- Reduces pollution
- Creates jobs and helps the economy
- Recyclables are made into new products
- Protects wildlife habitat

JOBS



- Drivers
- Sorters
- Safety
- Heavy Equipment Operators
- Mechanics
- Engineering
- Industrial Maintenance Technicians
- Housekeeping
- Finance
- Customer Service
- Commercial Recycling Sales Reps
- Commodity Marketing

www.MyRumpke.com



Clarifications

The prices, terms and other items submitted are applicable and specific to the costs, resources and requirements for processing Source-Separated Recyclable Materials generated by Residential Units and City/Township/Village-owned buildings and parks of the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. They are therefore extended only to the listed communities by way of this submission.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

The City of Columbus is excluded from this bid as they are subject to a separate contract with Rumpke. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities or townships located within or adjacent to SWACO's district should they wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation altogether or under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48. Rumpke will also consider extending the same prices and/or terms and/or services to Source-Separated Recyclable Materials collected from a local commercial business, multi-family housing development, Special Event or other location which may be a source of the communities' generated Recyclable Materials but Rumpke reserves the right to address pricing and terms on a case by case basis, which will be available separately upon a hauler's individual request.

Excessive Residual: For the benefit of most entities who generate material with acceptable residual percentages, stated prices are for processing Source Separated Recyclable Materials collected from the communities' Residential Units and City/Township/Village-owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (Fields Avenue) by its Collection Contractor. Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the percentage of residuals hinders, prohibits or damages the process or processing of delivered materials, Rumpke reserves the right to charge the Collection Contractor or hauler for transportation, disposal, material handling and other costs incurred as a result of the materials obtained.

Billing & Reporting: No agreements will be executed, nor material accepted for processing unless the Collection Contractor can (1) abide by acceptable processes for quantifying delivered material by community and/or entity for accurate billing and reporting and (2) meet material quality, reporting, compliance and regulatory requirements enforced by Rumpke.

Rumpke reserves the right to annually adjust the per ton price for processing Recyclable Materials (Base Bid) or the Processing Fee (Alternate Proposal) based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Hours of Acceptance: Recyclable Materials will be accepted at Rumpke's Columbus MRF Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Hours are subject to change. Rumpke will accommodate additional hours of delivery when feasible and practicable.

