



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 23, 2022**

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

Invocation - Councilmember Bhuwan Pyakurel

Councilmember Pyakurel gave the invocation this evening.

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

ABSENT:

Approval of Agenda

President Jenkins announced that the Then and Now legislation needed to be removed from the agenda. Item 10 e (3) from the Finance and Administration Committee agenda and Item 12 #5 from the Consent Agenda for First Reading should be removed.

The agenda was approved as amended.

Approval of Minutes - The minutes for the May 9, 2022 meeting are not complete.

Community Comments

Erin Upchurch

956 Kenneth Road
Columbus, Ohio

Ms. Upchurch explained that she was the parent to two young adults, a social worker, and the Executive Director of Kaleidoscope Youth Center. Kaleidoscope is for youth ages 12 - 24 as a safe and affirming space for LGBTQIA+ youth and their allies. Programming primarily focuses on social activities and discussions, leadership development, life-skills, mutual support, as well as health and wellness education. She requested the leadership of Council to prevent conversion therapy. Conversion therapy, also known as sexual orientation or gender identity change effort, is a practice around the belief that LGBTQIA+ identities are abnormal. The practice includes any of several dangerous and discredited practices aimed at changing the individual sexual orientation and gender identity or sexual gender expression. This model is currently practiced by some licensed professionals in the context of providing healthcare, by many clergy, or other spiritual advisors in the context of religious practice using terms such as reparative therapy faith or Christian counseling. Many young people and young adults find themselves blindly on the receiving end of this effort. It is not only



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deceitful and manipulative, but also violates the ethical practice of informed consent and self-determination. Empirical evidence indicates that it can have a negative impact including suicidality. Ms. Upchurch gave a brief snapshot of the impact of conversion therapy in 2019. 57% of LGBTQIA+ individuals reported that someone attempted to convince them to change their sexual orientation or gender identity. 42% of cisgender youth have undergone conversion therapy and reported suicide attempts. 57% of transgender and non-binary youth have undergone conversion therapy and reported suicide attempts. Within the previous year, a number of prominent national professional health associations including the American Medical Association, the American Psychological Association, the American Academy of Pediatrics, the National Association of School Psychologists, the American Counseling Association, and others have issued a public statement opposing the use of conversion therapy because it is harmful. In fact, the American Counseling Association has stated the practice is therapeutic fraud. It is important to note that the banning or prohibiting of conversion therapy and its likeness would not restrict any constitutional right. It will prohibit harmful and discredited treatment by licensed professionals. It does not affect clergy or religious individuals from providing education or prevent anyone from publishing, discussing, or advocating any viewpoints or beliefs regarding sexual orientation and gender identity. In addition to the aforementioned national organizations, there are a number of organizations in the state of Ohio that are also in support of banning conversion therapy due to it being egregiously and unethical. Those organizations include, but are not limited to, Equality Ohio Human Rights Campaign, Equitas Health, Addiction Advocacy Coalition, Columbus City Council, Ohio Psychological Association, Ohio School Psychologist Association, and the Ohio Association of Alcohol. Drug addiction counselors reported in 2019 that 698,000 adults ages 18 to 59 were subjected to conversion therapy in the United States with 350,000 of them receiving treatment. Ms. Upchurch asked Reynoldsburg City Council to amend Chapter 503 Unlawful Discriminatory Practices to ban conversion therapy.

Councilmember Lawson Rowe congratulated Reynoldsburg graduates and specifically City intern Drew Longaberger. She also announced the first annual George J. Sebout Juneteenth Legacy Award that was just announced as part of the Juneteenth Celebration. This award recognizes an individual or group that has made a difference in diversity, equity, and inclusion in our community. Deadline to submit nominations are June 1, 2022 to Clerk Prasher.



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Mayor Begeny congratulated everyone who participated in the Plant Reynoldsburg event that took place this past Saturday. Staff and residents were able to plant 2,000 plants in 45 minutes. Many other organizations participated in a community-wide litter pick-up. Thanks to everyone who participated.

Communications

MAY TREASURY BOARD MINUTES

Motions

A RESOLUTION TO RECOGNIZE ARJUN SUBEDI AS PART OF ASIAN HERITAGE MONTH

Councilmember Pyakurel advised that this month was Asian-Pacific Heritage Month. He shared that Asia was more than just China. It includes Bhutan, Nepal, India and many others. Reynoldsburg has a large Bhutanese population. In the 1990s, the Bhutanese leaders forced out 1/6 of the population out of the country under the One Nation policy. He indicated that he and many others spent 18 years in a refugee camp. In 2009, the United States agreed to resettle these refugees into the US. Many of our community members have established businesses and become successful business and community members. Councilmember Pyakurel explained that, while in the refugee camp, individual people volunteered to be teachers and worked to provide an education to the many children in refugee camps. Mr. Arjun Subedi, a local Reynoldsburg businessman, came from those camps eighteen years ago to become a successful businessman. He now gives back to the Nepali/Bhutanese community by providing a variety of opportunities as well as establishing a non-profit that sends teachers and educational materials to refugees in existing refugee camps.

Arjun Subedi was honored to be recognized by City Council. He stated that Councilmember Pyakurel was correct that many individuals in the refugee camp acted as teachers to teach us and enabled us to be successful here in the US. Some of those teachers were in Council Chambers. Mr. Subedi's non-profit currently works to provide teachers and educational opportunities to individuals living in existing refugee camps. He thanked Council for this recognition and support for his efforts

Councilmember Pyakurel read the resolution and recognized Mr. Arjun Subedi.



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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

The Clerk of Court submitted monies collected from the courts held in March in the amount of \$21,993.00.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for May 23, 2022.

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

An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of a Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, Creating a Community Reinvestment Housing Council, a Tax Incentives Review Council, and Declaring an Emergency

Director Meyers explained that a Community Reinvestment Area has to be specifically described, which in this case is the 36 acres across from the Glen Rest Cemetery on East Main Street. He added that 15 acres of the total 36 acres was currently vacant and owned by the City. A CRA was established to create a development area that can include providing abatements. A CRA was established for the L Brands property development. The emergency measure was being requested as currently the reviewing position was unfilled at the state level, which could cause delays in approving the establishment of the CRA.

Councilmember Cotner asked if the private property owners had been connected.



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Director Meyers explained that he had not spoken with any property owners, but a CRA would not cause any harm to private property owners and would only benefit them should they make any property improvements projects.

Chair Baker moved to forward this Ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carried. The Ordinance will be forwarded to Council for a first reading.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for May 23, 2022.

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

An Ordinance Amending Chapter 503 Unlawful Discriminatory Practices of the Codified Ordinances of the City of Reynoldsburg to Designate Conversion Therapy as a Discriminatory Act or Practice

This Ordinance has returned to Council for any further discussion.

Councilmember Cotner again expressed his concern regarding church issues. Does praying for or counseling a youth constitute a violation of this ban? He stated his understanding and appreciation of the position of the various medical groups. He was just concerned about the rights of religious counseling. Everyone should be accepted for who they are. He was not sure that this legislation actually achieved that goal completely.

Attorney Shook responded that as long as it is not be conducted by a medical practitioner for a medical purpose would not be covered by this Ordinance. It would be relatively unaffected to churches.

Chair Bryant indicated that she was concerned about children under 18 years of age being exposed to a therapy that makes them feel inappropriate or less than. The result



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can sometimes drive these children to attempt suicide. This legislation was here to protect those individuals.

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

This Ordinance will be forwarded to Council for a second reading.

There is no Public Service & Transportation Committee meeting.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for May 23, 2022

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Trivium Development, LLC for the Sale of Real Property, and Declaring an Emergency

Director Meyers explained this legislation was for the sale of the former Happy Dragon property at a price of \$462,000. The project would be approximately an 11,500 square foot building with 38 parking spaces. The project received major site plan and sign approval from the Planning Commission.

Councilmember Strickland asked the developer to come forward and provide more information regarding the development and the square footage of the development.

Tim Spencer, President of Trivium development, stated that he had twenty years of develop experience in central Ohio. The property would be redeveloped into two buildings - a larger building with frontage on East Main Street and a smaller building with frontage on Lancaster Avenue. Both buildings will be joined by a courtyard or patio on the Lancaster Avenue side. The eastern portion of the larger building would have a mixed use of restaurants and retail on the first floor. He indicated that he was in current negotiations with an ice cream provider known as Switch, currently located



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in the Short North. They were also speaking to another vendor for a wine and to go food items as well as a sandwich shop and two coffee providers. He stated the second floor would house a co-working business and an Edward Jones Financial planner. The estimated square footage of both buildings is 12,000 square feet. He added that he had worked with the City during the past several months as he would have like to put more of a linear building with greater capacity and more density on the site. He indicated that he was being sensitive to the flooding issues in the area and how that restricted development.

Chair Salvati moved to forward the Ordinance to Council for a first reading. Second by Councilmember Strickland. Motion carried.

This Ordinance will be forwarded to Council for a first reading.
An Ordinance Authorizing the Mayor to Enter into a Capital Improvement Construction Reimbursement Agreement with Trivium Development LLC, and Declaring an Emergency

Director Meyer explained this Ordinance was being presented as a means to provide for public infrastructure improvements associated with the Trivium Development site. Those improvements include public parking and other infrastructure work. The dollars associated with this TIF only cover public infrastructure improvements. The anticipated revenue from this TIF is \$1.12 million. These dollars would be reimbursement dollars to be paid in several tranches following construction.

Chair Salvati moved to forward this Ordinance to Council for a first reading. Second by Councilmember Bryant. Motion carried.

This Ordinance will be forwarded to Council for a first reading.

Consent Agenda for Emergency Adoption

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



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51-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

52-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE 2022 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

53-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2022 SIDEWALK PROGRAM PHASE VIII, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

54-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE INSTALLATION OF SPEED TABLES ON PRIESTLEY DRIVE, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

55-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT (PREVENTATIVE MAINTENANCE), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.



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56-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2022 STREET IMPROVEMENT PROJECT (CONTRACT A), ALTERNATE #11 REYNOLDSBURG POLICE DEPARTMENT WEST PARKING LOT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Consent Agenda for First Reading

RESULT:	REFERRED TO COUNCIL
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59-2022

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE EAST MAIN COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL, AND A TAX INCENTIVES REVIEW COUNCIL, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AMENDING CHAPTER 503 UNLAWFUL DISCRIMINATORY PRACTICES OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO DESIGNATE CONVERSION THERAPY AS A DISCRIMINATORY ACT OR PRACTICE --- Bryant. Public Safety, Law and Courts Committee.

60-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TRIVIUM DEVELOPMENT, LLC FOR THE SALE OF REAL PROPERTY, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.



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61-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CAPITAL IMPROVEMENT CONSTRUCTION REIMBURSEMENT AGREEMENT WITH TRIVIUM DEVELOPMENT LLC, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Legislation for Third Reading

57-2022

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO VARIOUS ACCOUNTS IN THE PARKS AND RECREATION DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

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

58-2022

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 511 FIREWORKS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	DEFEATED [2 TO 5]
MOVER:	Kristin Bryant, Shanette Strickland
SECONDER:	Louis Salvati, Councilman
AYES:	Salvati, Pyakurel
NAYS:	Cotner, Baker, Bryant, Strickland, Lawson Rowe



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Other Council Matters

Councilmember Strickland shared information for Franklin County residents to help cope with financial issues (paying utilities, rent, mortgage) as the result of the pandemic. She indicated that she was working with the city of Columbus to find opportunities for parents and guardians for assistance with childcare expenses. Scholarships are available for up to \$10,000 for each child. This information would be available on the City's website (www.reynoldsburg.gov).

Councilmember Baker expressed his congratulations to the Reynoldsburg High School graduates as well as graduates from college, pre-school, and kindergarten. He also wanted to recognize and thank all of the doctors, nurses, fire and police officers, logistic staff, retail workers, and teachers for continuing to work through this pandemic. They have kept the country moving during this pandemic.

Upcoming Meetings

June 2, 2022 Planning Commission

June 13, 2022 Council

June 16, 2022 BZBA

June 27, 2022 Council

June 17, 2022 City Offices Closed for Juneteenth

June 18, 2022 Juneteenth Celebration

June 25, 2022 Pride Celebration

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

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

DATE: May 23, 2022**TO:****CC:****RE: May Treasury Board Minutes**

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

May 17, 2022

Chairman Begeny called the May meeting of the Treasury Investment Board (T.I.B.), to order at 10:04 a.m. Members present were, Mayor Joe Begeny, City Auditor Stephen Cicak, and City Attorney Chris Shook.

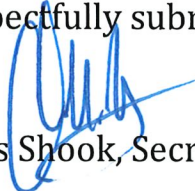
The Auditor presented:

- 1) Meeder Investment Report dated April 30, 2022.
- 2) Fifth Third Securities Report dated May 16, 2022.

The next meeting of the T.I.B. will be Tuesday, June 21, 2022 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,


Chris Shook, Secretary



John N. Dunlevy, CFA
 Managing Director
 Fixed Income Strategy
 941-329-4636
 John.Dunlevy@53.com

May 16, 2022

Economic Week @ a Glance

Security/Index	Index Value	1-Week Change	1 Week Return %.
S&P 500	4023.89	-99.45	-2.41%
10-Yr Treasury	2.92%	-21 bps	+1.66%
2s/10s Treasury Spread	+34 bps	-5 bps	Bull-Flattening
FF s-2s Spread	179 bps	-15 bps	Short-End Flattening
BOA Municipal Bond Index	580.52	-4.24	-0.73%
BOA US Broad Index	302.37	+2.57	+0.86%
BOA Corporate Index	3067.58	+16.18	+0.53%
BOA Mortgage Index	2102.25	+23.74	+1.14%

Source: Bloomberg

Reviewing Last Week

- The S&P 500 had another up and down week before ending the week -2.4% lower despite a strong 4.2% rally from Thursday's trough. Much of last week's activity was spent trying to position for inflation data that although lower than the prior month on a y/y basis, was not convincing that inflation may have peaked. As a result, the market began to position for 75 bps hikes (fueled by Cleveland Fed President Mester's comments). Friday's rally came after Chair Powell restated his position that "75 bps rate hikes" were not being considered.
- The CPI report for April was 8.3% y/y higher than the expected 8.1% but down vs. the prior month's 8.5%. However, Core CPI rose 6.2% above the expected 6.0% but lower than March's 8.5%. For the month Core CPI rose 0.6% which was above the 0.4% forecast and March's 0.3%. The PPI report followed similar patterns as the CPI report.
- April Import Price Index rose at a 12.0% y/y pace which was below the 12.3% expected and March's 13.0%.
- U of Michigan Consumer Sentiment in May sunk to 59.1 vs. 64.0 expected and 65.2 the prior month. This was the lowest reading since 2011. The weakness appears to be driven by high inflation (especially gasoline) and the lower equity markets. Both the current conditions index (-6.2 points) and expectations index (-5.8 points) fell sharply. However, the 1-Yr inflation expectations were unchanged at 5.4%, while 5-10 Yr. inflation expectations were also unchanged at 3.0%.
- The Senate confirmed Chair Powell, and Phillip Jefferson overwhelmingly for seats on the Fed. Lisa Cook also won confirmation 51-50 only after VP Harris broke the tie. Ms. Cook was opposed by all Republican Senators.
- WTI Oil prices finished the week marginally higher at \$ 100.50/barrel. Despite Covid-lockdowns in China reducing global demand, recent supply is down due to lower Russian production caused by US Oil companies exiting the country.
- Lipper reported another bad week for sector FI funds. Net outflows from IG Corporate Bonds fund of -\$8.2 billion during the week ended May 11th (the 4th largest outflow on record) while High Yield Funds saw \$ 168 million in net inflows. Municipal Bonds had -\$ 4.0 billion in outflows marking the 18th straight week of net outflows for that sector.
- Last week Corporate Bond new issuance was \$ 21.7 billion vs. the \$ 30 billion forecast-this is the 3rd straight week that issuance has missed its target levels. May MTD issuance is at \$ 40 billion vs. the monthly estimate of \$ 135 billion. The BOA/ML Corporate Index was 7 bps wider w/w @ 147 bps, which is in its 92nd percentile with a 12-Month Z-Score of +2.4. \$ 30 billion in new supply is expected this week.

Attachment: 051722 Treasury Board (May Treasury Board Minutes)

- FNMA 30-Yr Current Coupon ended the week @ 4.16% (16 bps lower) which was +124 bps vs. the 10-Yr or 5 bps wider w/w. The 15-Yr Current Coupon yield is 3.49% (13 bps lower) or 62 bps vs. the 5-Yr or 8 bps wider w/w. The Freddie Mac 30-Yr Mortgage Commitment Rate was 3 bps higher at 5.30%. This is 219 bps higher already in 2022 and near its highest level since July 2009.

Important Economic Numbers- Week of May 16-May 20				
Day	Event	Period	Consensus	Prior
Monday-16				
Tuesday-17	Retail Sales Advanced/Control Group m/m Industrial Production/Capacity Utilization NAHB Housing Market Index	Apr Apr May	1.0%/0.8% 0.5%/78.5% 75	0.5%/-0.1% 0.9%/78.3% 77
Wednesday-18	Housing Starts/Building Permits y/y	Apr	1760k/1812k	1793k/1873k
Thursday-19	Existing Home Sales Initial Jobless Claims Leading Index	Apr May 14 Apr	5.63 million 200k 0.0%	5.77 million 203k 0.3%
Friday-20				

Source: Bloomberg

This Week's Comments:

- This week's economic data is clustered between Tuesday and Thursday ahead of Monday's Memorial Day holiday. The highlights include Retail Sales on Tuesday and housing data which includes Housing Starts/Building Permits on Wednesday and Existing Home Sales on Thursday. The market expects the housing data to continue to weaken due to higher mortgages rates and declining levels of housing affordability.
- The market is looking at survey data this week (Empire Mfg, Philly Fed) for signs of a weaker business outlook. The Retail Sales (excluding Auto & Gas) could be sluggish due to higher food and gasoline prices. Many economists continue to believe a stagflation scenario could play out in the US with supply chain problems worsening due to China lockdowns and the Russian/Ukraine war.
- Treasury supply this week includes \$ 17 billion 20-Year (Wednesday) and \$ 14 billion 10-Yr TIPS (Thursday).
- This week's Fed speakers include Chair Powell, voters Williams, Bullard and Mester, also non-voters Evans and Harker.
- \$ 152 billion in T-Bill auctions this week including \$ 45 billion 3-Month and \$ 42 billion 6-Month on Monday and \$ 35 billion 4-week and \$30 billion 8-week on Thursday.
- National Average gasoline price rose 11 cents/gallon during the past week to \$ 4.95 on Thursday. This sets another new all-time high in the US for gasoline prices.
- So far 436 or 87% of the S&P 500 have already reported Q1 earnings with 67% beating on the top line and 76% beating their EPS targets. This week's reporting company are focused on Retail and Technology with Home Depot, Vodafone, Analog Devices, Cisco, Lowes's, Target, TJX, and Deere.
- Fed Funds are at 80 bps, 6-Month T-Bills at 141 bps, while SOFR 79 bps, with 3-Month LIBOR rose to 144 bps.

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Are Not FDIC Insured

Offer No Bank Guarantee

May Lose Value



City of Reynoldsburg Operating Account

Monthly Investment Report
April 30, 2022



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 | Austin, Texas | 866-633-3371 | www.meederpublicfunds.com

PORTFOLIO SUMMARY

As of April 30, 2022



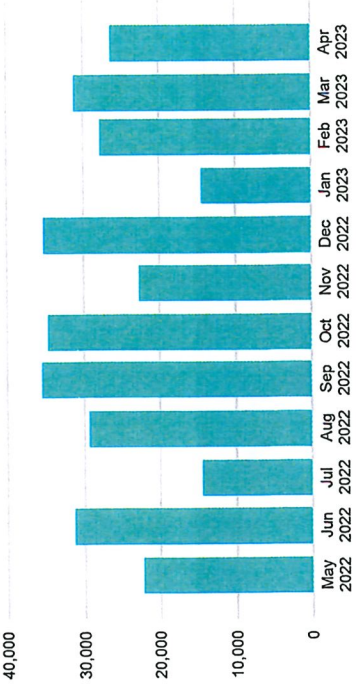
MONTHLY RECONCILIATION

Beginning Book Value	47,678,962.50
Contributions	500,000.00
Withdrawals	
Prior Month Management Fees	(9,046.90)
Prior Month Custodian Fees	(384.70)
Realized Gains/Losses	
Gross Interest Earnings	26,613.75
Ending Book Value	48,196,144.65

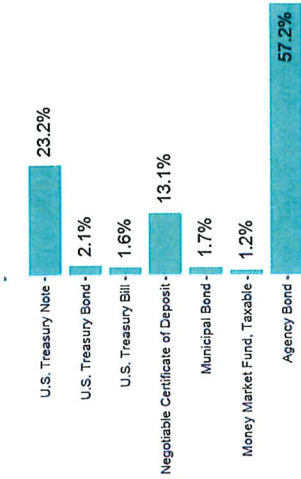
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	0.76%
Portfolio Effective Duration	2.00 yrs
Weighted Average Maturity	2.07 yrs

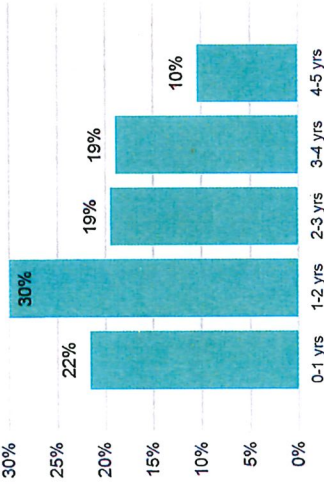
PROJECTED MONTHLY INCOME SCHEDULE



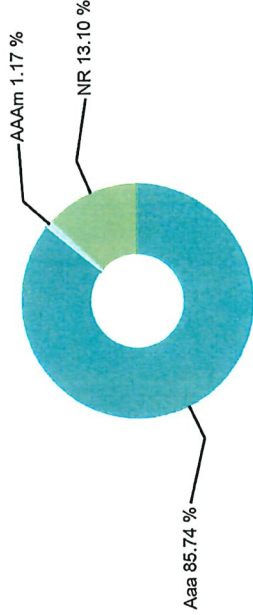
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



PROJECTED INCOME SCHEDULE

As of April 30, 2022

CUSIP	SECURITY DESCRIPTION	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
02589ABQ4	American Express National Bank 2.000% 03/09/2027					2,490						2,450	
05465DAG3	Axos Bank 1.600% 03/27/2023	193	200	193	200	200	193	200	193	200	200		260
05580AVA9	BMW Bank of North America 1.650% 02/28/2023				1,636						1,664		
06251A2B5	Bank Hapoalim B.M. 0.250% 07/22/2022			558								829	
066519RW1	BankUnited, FSB 1.350% 12/08/2026		847			847			838				
06654BCL3	Bankwell Bank 0.400% 07/28/2023			494						502			
06740KKJ5	Barclays Bank Delaware 2.200% 07/19/2022			764									
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	468	484	468	484	484	468	484	468	484	484	437	484
17312QJ26	Citibank, N.A. 2.900% 04/11/2023						3,562						3,543
254673KT2	Discover Bank 2.550% 01/10/2023			1,707						1,735			
25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023						2,858						2,842
29278TNA4	EnerBank USA 1.650% 02/14/2023	338	349	338	349	349	338	349	338	349	847		
3130ADRX2	FHLB 2.625% 12/09/2022		6,563						11,433				
3130AGWK7	FHLB 1.500% 08/15/2024				3,750						3,750		
3130AK3S3	FHLB 0.300% 09/29/2023					225						225	
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		
3130ALRG1	FHLB 0.125% 03/17/2023					313						562	
3130AMRY0	FHLB 0.125% 06/02/2023		313						313				
3130AMSB9	FHLB 0.700% 06/16/2025		875						875				

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE
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CUSIP	SECURITY DESCRIPTION	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
3130AN3E8	FHLB 0.520% 07/12/2024		1,300							1,300			
3130AN4T4	FHLB 0.875% 06/12/2026		3,281						3,281				
3130ANDX5	FHLB 0.500% 08/16/2024				1,875						1,875		
3130ANH41	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					2,625						2,625	
3130ANYM6	FHLB 0.125% 08/28/2023				313						313		
3130ANYN4	FHLB 1.000% 09/30/2026					2,125						2,125	
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		415										
3133ELT95	FFCB 0.200% 07/13/2022			735									
3133EM2E1	FFCB 0.160% 08/10/2023				1,600						1,600		
3133EM4M4	FFCB 0.250% 09/21/2023					938						938	
3133EMB4H4	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					
3133EMND0	FFCB 0.570% 01/20/2026			285						285			
3133EMTQ5	FFCB 0.700% 03/17/2025					1,750						1,750	
3133EMUK6	FFCB 1.050% 03/25/2026					2,625						2,625	

PROJECTED INCOME SCHEDULE

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CUSIP	SECURITY DESCRIPTION	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
3133EMXM9	FFCB 0.125% 04/27/2023						938						2,053
3133EMZP0	FFCB 0.140% 05/18/2023	700						700					
3133EMZW5	FFCB 0.730% 05/19/2025	913						913					
3133ENHA1	FFCB 1.500% 12/14/2026		750						750				
3133ENHV5	FFCB 1.390% 06/22/2026		2,780						2,780				
3134GV5F1	FMCC 0.375% 07/14/2023			563						563			
3134GVJ66	FMCC 0.250% 06/08/2022		325										
3134GWN44	FMCC 0.450% 09/11/2024					1,125						1,125	
3134GWP91	FMCC 0.500% 06/16/2025					1,875						1,875	
3134GWW93	FMCC 0.550% 09/30/2025					688						688	
3134GWZV1	FMCC 0.650% 10/22/2025						325						325
3135G05G4	FNMA 0.250% 07/10/2023			844						844			
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	483	499	483	499	499	483	499	499				
32110YUD5	First National Bank of America 0.650% 09/08/2025					816						803	
33646CJP0	1st Source Bank 2.850% 04/11/2023						3,215						3,197
353172V5	Franklin County Board of Commissioners 0.600% 06/01/2025		1,035						1,035				
549104VF1	Luana Savings Bank 0.450% 12/30/2025		559						562				

City of Reynoldsburg Operating Account
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CUSIP	SECURITY DESCRIPTION	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023	2,278							2,291				
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023	2,340							2,353				
680616X95	Olentangy Local School District 0.521% 12/01/2024	1,650							1,303				
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024	2,205						2,241					
795451AM5	Sallie Mae Bank 0.400% 08/11/2023				417						423		
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	327	338	327	338	338	327	338	327	338	712		
856283S31	State Bank of India 0.600% 02/25/2026				747						747		
87165FTH7	Synchrony Bank 2.700% 02/23/2023				469						476		
87270LAD5	TIAA, FSB 2.150% 07/19/2022			640									
88224PLZ0	Texas Capital Bank 0.250% 08/08/2022				684								
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023	2,143						2,179					1,113
89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026						1,119						
912796L64	UST 08/11/2022				878								
912796S34	UST 01/26/2023									3,729			
9128282W9	UST 1.875% 09/30/2022					916							
912828P38	UST 1.750% 01/31/2023			1,531							1,258		
912828T91	UST 1.625% 10/31/2023						5,078						
912828TY6	UST 1.625% 11/15/2022	2,031						146					
912828YF1	UST 1.500% 09/15/2022					1,933							
912828ZL7	UST 0.375% 04/30/2025						1,509						

City of Reynoldsburg Operating Account

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CUSIP	SECURITY DESCRIPTION	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023
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						663		
91282CAR2	UST 0.125% 10/31/2022						977						
91282CAX9	UST 0.125% 11/30/2022	219						2,324					
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							313		
91282CCW9	UST 0.750% 08/31/2026			1,875							1,875		
91282CCZ2	UST 0.875% 09/30/2026					3,281						3,281	
91282CDA6	UST 0.250% 09/30/2023					844						844	
91282CEN7	UST 2.750% 04/30/2027						14,438						
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	379	391	379	391	391	379	391	565				
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	386	399	386	399	399	386	399	386	399	399	360	399
TOTAL		22,244	31,180	14,494	29,347	35,387	48,975	22,623	35,099	14,485	27,808	31,113	26,338

City of Reynoldsburg Operating Account
POSITION STATEMENT
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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											
STAROHIO	STAR Ohio XX812	4/29/2022 4/29/2022	\$8,110,511.19	\$8,110,511.19	\$8,110,511.19	0.48%	0.003 0.003	\$1.00 \$8,110,511.19	\$0.00	14.87%	AAAm
31846V567	First American Funds, Inc.	4/29/2022 4/29/2022	\$542,921.43	\$542,921.43	\$542,921.43	0.18%	0.003 0.003	\$1.00 \$542,921.43	\$0.00	1.00%	AAAm
	SubTotal		\$8,653,432.62	\$8,653,432.62	\$8,653,432.62	0.46%		\$8,653,432.62	\$0.00	15.86%	
Agency Bond											
3134GVJ66	FMCC 0.250% 06/08/2022	7/17/2020 7/20/2020	\$500,000.00	\$500,300.00	\$500,300.00	0.22%	0.110 0.112	\$99.96 \$499,820.00	(\$480.00)	0.92%	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%	0.148 0.150	\$99.94 \$499,710.00	(\$525.00)	0.92%	Aaa AA+
3133ELT95	FFCB 0.200% 07/13/2022	7/9/2020 7/13/2020	\$500,000.00	\$499,765.00	\$499,765.00	0.22%	0.205 0.207	\$99.88 \$499,410.00	(\$355.00)	0.92%	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%	0.614 0.605	\$100.64 \$503,195.00	\$8,065.00	0.92%	Aaa AA+
3130ALRG1	FHLB 0.125% 03/17/2023	4/30/2021 5/3/2021	\$500,000.00	\$499,750.00	\$499,750.00	0.15%	0.882 0.875	\$98.39 \$491,950.00	(\$7,800.00)	0.90%	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%	0.995 0.986	\$98.17 \$490,845.00	(\$8,670.00)	0.90%	Aaa AA+
3133EMXM9	FFCB 0.125% 04/27/2023	5/6/2021 5/7/2021	\$1,000,000.00	\$999,370.00	\$999,370.00	0.16%	0.995 0.986	\$98.17 \$981,690.00	(\$17,680.00)	1.80%	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%	1.052 1.041	\$97.96 \$979,640.00	(\$19,460.00)	1.80%	Aaa AA+
3130AMRY0	FHLB 0.125% 06/02/2023	9/17/2021 9/20/2021	\$500,000.00	\$499,376.50	\$499,376.50	0.20%	1.093 1.081	\$97.73 \$488,650.00	(\$10,726.50)	0.90%	Aaa AA+
3135G05G4	FNMA 0.250% 07/10/2023	10/7/2021 10/8/2021	\$675,000.00	\$674,925.08	\$674,925.08	0.26%	1.197 1.184	\$97.66 \$659,232.00	(\$15,693.08)	1.21%	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%	1.208 1.193	\$97.77 \$293,301.00	(\$6,699.00)	0.54%	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%	1.282 1.265	\$97.42 \$97,420.00	(\$2,580.00)	0.18%	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%	1.282 1.265	\$97.42 \$487,100.00	(\$12,665.00)	0.89%	Aaa AA+

City of Reynoldsburg Operating Account

POSITION STATEMENT

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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
3133EM2E1	FFCB 0.160% 08/10/2023	8/20/2021 8/23/2021	\$2,000,000.00	\$1,997,844.00	\$1,997,844.00	0.22%	1.282 1.288	\$97.39 \$1,947,800.00	(\$50,044.00)	3.57%	Aaa AA+
3130ANYM6	FHLB 0.125% 08/28/2023	9/17/2021 9/20/2021	\$500,000.00	\$499,000.00	\$499,000.00	0.23%	1.332 1.316	\$97.05 \$485,255.00	(\$13,745.00)	0.89%	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%	1.378 1.359	\$97.05 \$970,450.00	(\$28,950.00)	1.78%	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%	1.397 1.379	\$97.24 \$729,262.50	(\$20,422.50)	1.34%	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%	1.419 1.401	\$97.45 \$146,173.50	(\$3,751.50)	0.27%	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%	2.205 2.147	\$95.80 \$479,000.00	(\$20,850.00)	0.88%	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%	2.299 2.230	\$97.30 \$486,520.00	(\$9,415.00)	0.89%	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%	2.301 2.245	\$94.71 \$710,287.50	(\$39,712.50)	1.30%	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%	2.310 2.254	\$94.49 \$94,491.00	(\$5,509.00)	0.17%	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%	2.329 2.269	\$95.06 \$712,972.50	(\$36,727.50)	1.31%	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%	2.329 2.269	\$95.24 \$528,565.35	(\$26,018.40)	0.97%	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%	2.373 2.313	\$94.86 \$474,275.00	(\$25,725.00)	0.87%	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%	2.386 2.339	\$94.71 \$473,525.00	(\$26,475.00)	0.87%	Aaa AA+
3135G0W66	FNMA 1.625% 10/15/2024	12/24/2019 12/26/2019	\$500,000.00	\$495,970.00	\$495,970.00	1.80%	2.466 2.391	\$97.27 \$486,345.00	(\$9,625.00)	0.89%	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%	2.466 2.391	\$97.27 \$972,690.00	(\$22,320.00)	1.78%	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%	2.512 2.417	\$97.51 \$487,540.00	(\$10,605.00)	0.89%	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%	2.532 2.436	\$97.41 \$487,060.00	(\$10,485.00)	0.89%	Aaa AA+
3133EMTQ5	FFCB 0.700% 03/17/2025	3/19/2021 3/22/2021	\$500,000.00	\$499,625.00	\$499,625.00	0.72%	2.885 2.766	\$94.31 \$471,540.00	(\$28,085.00)	0.86%	Aaa AA+

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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
3133EMZW5	FFCB 0.730% 05/19/2025	5/12/2021 5/19/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.73%	3.058 2.912	\$93.98 \$234,945.00	(\$15,055.00)	0.43%	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%	3.134 3.021	\$92.88 \$696,600.00	(\$53,400.00)	1.28%	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%	3.134 2.995	\$93.55 \$233,867.50	(\$16,132.50)	0.43%	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%	3.329 3.162	\$93.41 \$205,497.60	(\$14,392.40)	0.38%	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%	3.386 3.350	\$92.71 \$695,332.50	(\$54,667.50)	1.27%	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%	3.422 3.277	\$92.27 \$622,788.75	(\$51,536.25)	1.14%	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%	3.422 3.277	\$92.27 \$369,060.00	(\$30,540.00)	0.68%	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%	3.425 3.281	\$92.33 \$230,812.50	(\$19,065.83)	0.42%	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%	3.463 3.317	\$92.14 \$69,106.50	(\$5,799.75)	0.13%	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%	3.485 3.323	\$92.46 \$92,455.00	(\$7,545.00)	0.17%	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%	3.529 3.438	\$92.11 \$115,137.50	(\$9,023.75)	0.21%	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%	3.556 3.397	\$92.31 \$221,544.00	(\$18,456.00)	0.41%	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%	3.575 3.394	\$92.21 \$299,689.00	(\$25,067.25)	0.55%	Aaa AA+
3130AKJR8	FHLB 0.570% 12/16/2025	12/11/2020 12/16/2020	\$650,000.00	\$649,675.00	\$649,675.00	0.58%	3.636 3.435	\$92.71 \$602,608.50	(\$47,066.50)	1.10%	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%	3.636 3.435	\$92.71 \$101,979.90	(\$7,965.10)	0.19%	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%	3.732 3.530	\$92.11 \$92,107.00	(\$7,743.00)	0.17%	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%	3.792 3.593	\$91.82 \$229,550.00	(\$19,450.00)	0.42%	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%	3.827 3.634	\$91.32 \$228,302.50	(\$21,697.50)	0.42%	Aaa AA+

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3133EMUK6	FFCB 1.050% 03/25/2026	3/18/2021 3/25/2021	\$500,000.00	\$500,000.00	\$500,000.00	1.05%	3.907 3.548	\$93.78 \$468,890.00	(\$31,110.00)	0.86%	Aaa AA+
3130AN4T4	FHLB 0.875% 06/12/2026	9/30/2021 10/1/2021	\$750,000.00	\$747,285.00	\$747,285.00	0.95%	4.123 3.977	\$92.25 \$691,837.50	(\$55,447.50)	1.27%	Aaa AA+
3133ENHV5	FFCB 1.390% 06/22/2026	12/16/2021 12/22/2021	\$400,000.00	\$400,000.00	\$400,000.00	1.39%	4.151 3.578	\$94.89 \$379,540.00	(\$20,460.00)	0.70%	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%	4.329 3.862	\$93.35 \$606,755.50	(\$42,952.00)	1.11%	Aaa AA+
3130ANW89	FHLB 1.050% 09/17/2026	8/30/2021 9/17/2021	\$500,000.00	\$500,000.00	\$500,000.00	1.05%	4.389 3.908	\$93.35 \$466,730.00	(\$33,270.00)	0.86%	Aaa AA+
3130ANYN4	FHLB 1.000% 09/30/2026	9/15/2021 9/30/2021	\$425,000.00	\$425,000.00	\$425,000.00	1.00%	4.425 3.990	\$92.69 \$393,924.00	(\$31,076.00)	0.72%	Aaa AA+
3133ENHA1	FFCB 1.500% 12/14/2026	12/9/2021 12/14/2021	\$100,000.00	\$100,000.00	\$100,000.00	1.50%	4.630 4.014	\$93.19 \$93,185.00	(\$6,815.00)	0.17%	Aaa AA+
SubTotal			\$27,725,000.00	\$27,687,428.91	\$27,687,428.91	0.66%		\$26,557,961.10	(\$1,129,467.81)	48.69%	
Municipal Bond											
680616X95	Olentangy Local School District 0.521% 12/01/2024	9/16/2021 10/13/2021	\$500,000.00	\$500,000.00	\$500,000.00	0.52%	2.595 2.533	\$93.92 \$469,580.00	(\$30,420.00)	0.86%	AAA
353172V5	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%	3.093 3.011	\$92.89 \$320,463.60	(\$24,536.40)	0.59%	Aaa AAA
SubTotal			\$845,000.00	\$845,000.00	\$845,000.00	0.55%		\$790,043.60	(\$54,956.40)	1.45%	
Negotiable Certificate of Deposit											
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%	0.222 0.224	\$100.36 \$70,251.30	\$251.30	0.13%	
82720LAD5	TIAA, FSB 2.150% 07/19/2022	7/14/2017 9/19/2019	\$60,000.00	\$60,000.00	\$60,000.00	2.15%	0.222 0.224	\$100.35 \$60,208.80	\$208.80	0.11%	
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%	0.230 0.232	\$99.91 \$248,783.37	\$32.37	0.46%	
88224PLZ0	Texas Capital Bank 0.250% 08/08/2022	7/28/2020 8/7/2020	\$249,000.00	\$248,626.50	\$248,626.50	0.33%	0.277 0.278	\$99.88 \$248,711.16	\$84.66	0.46%	

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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%	0.641 0.635	\$100.78 \$251,950.00	\$1,950.00	0.46%	
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2019	12/19/2019 12/30/2019	\$249,000.00	\$248,813.25	\$248,813.25	1.88%	0.671 0.665	\$100.45 \$250,122.99	\$1,309.74	0.46%	
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%	0.701 0.693	\$100.93 \$136,250.10	\$1,250.10	0.25%	
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%	0.797 0.789	\$100.21 \$249,510.45	\$1,008.45	0.46%	
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%	0.816 0.808	\$100.14 \$249,346.11	\$719.61	0.46%	
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%	0.822 0.811	\$101.03 \$35,360.50	\$360.50	0.06%	
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%	0.836 0.827	\$100.15 \$200,306.00	\$306.00	0.37%	
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%	0.910 0.898	\$99.99 \$146,991.18	\$64.68	0.27%	
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%	0.951 0.938	\$101.15 \$247,822.40	\$2,822.40	0.45%	
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%	0.951 0.938	\$101.11 \$227,486.25	\$2,486.25	0.42%	
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%	0.956 0.943	\$101.10 \$202,202.00	\$2,202.00	0.37%	
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%	0.970 0.951	\$101.09 \$202,172.00	\$2,172.00	0.37%	
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%	1.247 1.233	\$98.03 \$244,097.19	(\$4,753.41)	0.45%	
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%	1.285 1.270	\$97.93 \$205,646.70	(\$3,933.30)	0.38%	
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%	1.471 1.436	\$99.56 \$245,923.08	(\$953.42)	0.45%	

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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%	1.542 1.500	\$99.22 \$245,080.81	(\$1,178.19)	0.45%	
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%	1.660 1.614	\$99.15 \$244,907.91	(\$857.09)	0.45%	
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%	1.660 1.613	\$99.23 \$245,107.98	(\$657.02)	0.45%	
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%	2.532 2.428	\$97.49 \$240,810.18	(\$5,695.82)	0.44%	
32110YUD5	First National Bank of America 0.650% 09/08/2025	8/23/2021 9/8/2021	\$249,000.00	\$248,377.50	\$248,377.50	0.71%	3.364 3.276	\$92.64 \$230,671.11	(\$17,706.39)	0.42%	
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%	3.674 3.583	\$91.35 \$227,468.97	(\$20,634.63)	0.42%	
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%	3.830 3.725	\$91.57 \$227,999.34	(\$19,755.66)	0.42%	
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%	3.984 3.855	\$92.37 \$229,087.52	(\$17,920.48)	0.42%	
066519RW1	BankUnited, FSB 1.350% 12/08/2026	11/30/2021 12/10/2021	\$249,000.00	\$247,755.00	\$247,755.00	1.45%	4.614 4.059	\$92.94 \$231,410.64	(\$16,344.36)	0.42%	
02589ABQ4	American Express National Bank 2.000% 03/09/2027	3/2/2022 3/9/2022	\$247,000.00	\$245,765.00	\$245,765.00	2.11%	4.863 4.559	\$95.41 \$235,660.23	(\$10,104.77)	0.43%	
	SubTotal		\$6,197,000.00	\$6,184,611.95	\$6,184,611.95	1.63%		\$6,081,346.27	(\$103,265.68)	11.15%	
U.S. Treasury Bill											
912796L64	UST 08/11/2022	2/11/2022 2/11/2022	\$250,000.00	\$249,122.02	\$249,122.02	0.71%	0.285 0.286	\$99.73 \$249,317.50	\$195.48	0.46%	Aaa AA+

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912796S34	UST 01/26/2023	2/1/2022 2/2/2022	\$500,000.00	\$496,270.83	\$496,270.83	0.76%	0.745 0.742	\$98.83 \$494,155.00	(\$2,115.83)	0.91%	Aaa AA+
SubTotal			\$750,000.00	\$745,392.85	\$745,392.85	0.74%		\$743,472.50	(\$1,920.35)	1.36%	
U.S. Treasury Bond											
91282CCU3	UST 0.125% 08/31/2023	8/25/2021 8/31/2021	\$500,000.00	\$498,808.59	\$498,808.59	0.24%	1.340 1.339	\$96.98 \$484,922.00	(\$13,886.59)	0.89%	Aaa AA+
91282CCG4	UST 0.250% 06/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$497,851.56	\$497,851.56	0.40%	2.132 2.125	\$94.87 \$474,355.50	(\$23,496.06)	0.87%	Aaa AA+
SubTotal			\$1,000,000.00	\$996,660.15	\$996,660.15	0.32%		\$959,277.50	(\$37,382.65)	1.76%	
U.S. Treasury Note											
912828YF1	UST 1.500% 09/15/2022	3/17/2022 3/18/2022	\$490,000.00	\$491,741.80 \$59.92	\$491,801.72	0.77%	0.381 0.381	\$100.07 \$490,362.60	(\$1,379.20)	0.90%	Aaa AA+
9128282W9	UST 1.875% 09/30/2022	3/16/2022 3/17/2022	\$230,000.00	\$231,239.84	\$231,239.84	0.87%	0.422 0.422	\$100.25 \$230,575.00	(\$664.84)	0.42%	Aaa AA+
91282CAR2	UST 0.125% 10/31/2022	2/2/2022 2/3/2022	\$250,000.00	\$249,179.69 \$82.01	\$249,261.70	0.57%	0.507 0.505	\$99.36 \$248,397.50	(\$782.19)	0.46%	Aaa AA+
912828TY6	UST 1.625% 11/15/2022	2/2/2022 2/3/2022	\$250,000.00	\$251,884.77 \$897.79	\$252,782.56	0.65%	0.548 0.542	\$100.08 \$250,195.00	(\$1,689.77)	0.46%	Aaa AA+
91282CAX9	UST 0.125% 11/30/2022	2/18/2022 2/22/2022	\$350,000.00	\$347,894.53 \$100.96	\$347,995.49	0.91%	0.589 0.586	\$99.18 \$347,116.00	(\$778.53)	0.64%	Aaa AA+
912828P38	UST 1.750% 01/31/2023	3/29/2022 3/30/2022	\$175,000.00	\$175,273.44 \$490.68	\$175,764.12	1.56%	0.759 0.750	\$99.98 \$174,966.75	(\$306.69)	0.32%	Aaa AA+
91282CCK5	UST 0.125% 06/30/2023	8/24/2021 8/25/2021	\$1,000,000.00	\$998,515.63	\$998,515.63	0.21%	1.170 1.157	\$97.57 \$975,740.00	(\$22,775.63)	1.79%	Aaa AA+
912828ZY9	UST 0.125% 07/15/2023	8/25/2021 8/26/2021	\$500,000.00	\$499,121.09	\$499,121.09	0.22%	1.211 1.198	\$97.45 \$487,225.00	(\$11,896.09)	0.89%	Aaa AA+
91282CCN9	UST 0.125% 07/31/2023	8/19/2021 8/20/2021	\$1,000,000.00	\$998,225.00	\$998,225.00	0.22%	1.255 1.241	\$97.33 \$973,320.00	(\$24,905.00)	1.78%	Aaa AA+
91282CAF8	UST 0.125% 08/15/2023	8/20/2021 8/23/2021	\$1,000,000.00	\$998,068.80	\$998,068.80	0.22%	1.296 1.281	\$97.18 \$971,800.00	(\$26,268.80)	1.78%	Aaa AA+
91282CDA6	UST 0.250% 09/30/2023	9/28/2021 9/30/2021	\$675,000.00	\$674,182.62	\$674,182.62	0.31%	1.422 1.419	\$97.03 \$654,932.25	(\$19,250.37)	1.20%	Aaa AA+

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912828T91	UST 1.625% 10/31/2023	12/30/2019 12/31/2019	\$625,000.00	\$624,755.86	\$624,755.86	1.64%	1.507 1.466	\$98.81 \$617,556.25	(\$7,199.61)	1.13%	Aaa AA+
91282CCCL3	UST 0.375% 07/15/2024	7/29/2021 7/30/2021	\$500,000.00	\$499,921.88	\$499,921.88	0.38%	2.214 2.174	\$95.07 \$475,350.00	(\$24,571.88)	0.87%	Aaa AA+
91282CCCT6	UST 0.375% 08/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$499,082.03	\$499,082.03	0.44%	2.299 2.257	\$94.80 \$474,005.00	(\$25,077.03)	0.87%	Aaa AA+
912828ZL7	UST 0.375% 04/30/2025	8/26/2021 8/27/2021	\$805,000.00	\$797,924.80	\$797,924.80	0.62%	3.005 2.941	\$93.04 \$748,996.15	(\$48,928.65)	1.37%	Aaa AA+
91282CAB7	UST 0.250% 07/31/2025	8/23/2021 8/24/2021	\$500,000.00	\$492,753.91	\$492,753.91	0.62%	3.258 3.195	\$91.98 \$459,920.00	(\$32,833.91)	0.84%	Aaa AA+
91282CAJ0	UST 0.250% 08/31/2025	8/10/2021 8/11/2021	\$530,000.00	\$520,932.03	\$520,932.03	0.68%	3.342 3.278	\$91.77 \$486,396.90	(\$34,535.13)	0.89%	Aaa AA+
91282CCCF6	UST 0.750% 05/31/2026	7/6/2021 7/7/2021	\$350,000.00	\$349,398.44	\$349,398.44	0.79%	4.090 3.956	\$91.84 \$321,440.00	(\$27,958.44)	0.59%	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%	4.173 4.025	\$92.17 \$230,430.00	(\$19,277.03)	0.42%	Aaa AA+
91282CCW9	UST 0.750% 08/31/2026	9/1/2021 9/2/2021	\$500,000.00	\$499,277.34	\$499,277.34	0.78%	4.342 4.203	\$91.37 \$456,855.00	(\$42,422.34)	0.84%	Aaa AA+
91282CCZ2	UST 0.875% 09/30/2026	9/28/2021 9/30/2021	\$750,000.00	\$745,048.83	\$745,048.83	1.01%	4.425 4.272	\$91.71 \$687,832.50	(\$57,216.33)	1.26%	Aaa AA+
SubTotal			\$11,230,000.00	\$11,194,129.36 \$1,631.36	\$11,195,760.72	0.59%		\$10,763,411.90	(\$430,717.46)	19.73%	
Grand Total			\$56,400,432.62	\$56,306,655.84 \$1,631.36	\$56,308,287.20	0.72%		\$54,548,945.49	(\$1,757,710.35)	100.00%	

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Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Pending Purchase									
Pending Purchase	4/28/2022	5/2/2022	91282CEN7	UST 2.750% 04/30/2027	525,000.00	521,411.13	78.46	521,489.59	2.90%
Total					525,000.00	521,411.13	78.46	521,489.59	

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Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	4/1/2022	4/1/2022	31846V567	First American Funds, Inc.	4.65
Interest/Dividends	4/11/2022	4/11/2022	17312QJ26	Citibank, N.A. 2.900% 04/11/2023	3,542.77
Interest/Dividends	4/11/2022	4/11/2022	33646CJP0	1st Source Bank 2.850% 04/11/2023	3,197.47
Interest/Dividends	4/13/2022	4/13/2022	25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023	2,842.19
Interest/Dividends	4/14/2022	4/14/2022	29278TNA4	EnerBank USA 1.650% 02/14/2023	348.94
Interest/Dividends	4/14/2022	4/14/2022	3133EMCP5	FFCB 0.520% 10/14/2025	195.00
Interest/Dividends	4/15/2022	4/15/2022	3135G0W66	FNMA 1.625% 10/15/2024	12,187.50
Interest/Dividends	4/18/2022	4/18/2022	32056GCS7	First Internet Bancorp 2.350% 12/19/2022	498.97
Interest/Dividends	4/18/2022	4/18/2022	080515CN7	Belmont Savings Bank 2.850% 04/18/2023	484.11
Interest/Dividends	4/18/2022	4/18/2022	949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	398.58
Interest/Dividends	4/21/2022	4/21/2022	81768PAF3	ServisFirst Bank 1.600% 02/21/2023	338.37
Interest/Dividends	4/22/2022	4/22/2022	3134GWZV1	FMCC 0.650% 10/22/2025	325.00
Interest/Dividends	4/22/2022	4/22/2022	89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026	1,112.94
Interest/Dividends	4/26/2022	4/26/2022	05465DAG3	Axos Bank 1.600% 03/27/2023	199.76
Interest/Dividends	4/27/2022	4/27/2022	3133EMXM9	FFCB 0.125% 04/27/2023	937.50
Total					26,613.75

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
 As of April 30, 2022



Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Contribution				
Contribution	4/26/2022	4/26/2022	Cash In	500,000.00
Total				500,000.00
Custodian Fee				
Custodian Fee	4/27/2022	4/27/2022	Cash Out	(384.70)
Total				(384.70)
Management Fee				
Management Fee	4/20/2022	4/20/2022	Cash Out	(9,046.90)
Total				(9,046.90)



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.

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

MOTION REQUEST

DATE: **May 23, 2022**

TO:

RE: **Recognition of Arjun Subedi for Asian Heritage Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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Mr. Subedi is a local Reynoldsburg businessman.

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE ARJUN SUBEDI

WHEREAS, May is Asian Pacific American Heritage Month, which commemorates the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, culture, and represented by distinguished individuals; and

WHEREAS, this resolution recognizes one of those Asian Americans Arjun Subedi, a local Reynoldsburg businessman; and

WHEREAS, Mr. Subedi has worked to serve our community for many years including establishing an online dance competition during Covid for kids; and

WHEREAS, he also produced a movie to provide community awareness regarding substance use disorders; and

WHEREAS, Mr. Subedi created platforms including an interstate tournament for young people to engage in sports and games; and

WHEREAS, Mr. Subedi's efforts during Covid included helping non-profit organizations by donating foods and other supplies during the pandemic; and

WHEREAS, his support to the community includes helping needy families to pay rent during critical periods; and

WHEREAS, Mr. Subedi oversaw the recognition of more than three hundred teachers across the United State and Canada, who volunteered in refugee camps; and

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

WHEREAS, he constructed school buildings in Bhutanese refugee camps for children, who are still in camps, and donated school supplies to school age children.

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize Arjun Subedi for his selfless service to the Nepali community as well as the entire Reynoldsburg community and commend, thank and congratulating Mr. Subedi on making a difference.

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

DATE: May 23, 2022

TO: City Council

CC:

RE: CLERK OF COURT REPORT MONTH ENDING MARCH 2022

I am submitting monies collected from the courts held on, 3/3, 3/10, 3/17, 3/24 and 3/31/22. 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)	\$	8,186.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$	12,177.00
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Sub-Total (To General Revenue Fund)		\$	20,363.00
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Computerization Needs Fund	(#211.4510)	\$	1,580.00
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Enforcement & Education Fund	(#293.4616)	\$	50.00
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Sub-Total		\$	1,630.00
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Total Amount Submitted		\$	21,993.00
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Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: 2022 Street Improvement Project**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2022 STREET
IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the 2022 Street Improvement Project; and

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

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, the experience to properly complete the project, and has recommended that the contract for the 2022 Street Improvements Project (Base Bid and Alternates 3, 4, 5 and 6) be awarded to Strawser Paving Company for \$2,745,475.42.

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

SECTION 1. That the Mayor is hereby authorized to enter into contract with Strawser Paving Company for the 2022 Street Improvement Project for \$2,745,475.42 project costs as follows:

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

Base Bid roads included are: Taylor Road Southwest, Bergenia Court, Gladiolus Court, Cuthbert Court, Canada Court, Crofton Place, Crofton Circle, Crofton Court, Rygate Court, Rygate Drive, Carrousel Drive, Hillridge Road, East Main Street and Oak Valley Road COTA pull-off, Livingston Avenue (base repair in front of Truro Fire Station) and State Route 256 Improvements (East Main Street to Fairfield County Line) reimbursable to the Ohio Department of Transportation (ODOT)

\$2,549,671.02

Alternate #3: Old Highbanks Court	\$ 44,235.90
Alternate #4: Rygate Drive	\$ 56,981.20
Alternate #5: Davidson Drive (former project limits to Haft Drive)	\$ 40,607.20
Alternate #6: JFK Park access drive	\$ 53,980.10
TOTAL	\$2,745,475.42
Contingency (10%):	\$ 274,547.00
GRAND TOTAL	\$3,020,022.42

SECTION 2. That the following appropriations shall be made in an amount of \$1,470,022.42 from the unappropriated Capital Improvement Project Fund (410) and appropriated to account 410.000.0189.5651 Street Resurfacing; and

that an amount of \$800,000.00 from the unappropriated Street Fund (260) be appropriated to account 260.000.0189.5651 Street Resurfacing; and

that an amount of \$300,000.00 from the unappropriated Storm Water Fund (740) be appropriated to account 740.000.0182.5651 Street Resurfacing; and

that an amount of \$200,000.00 from the unappropriated Permissive Tax Fund (230) be appropriated to account 230.000.0182.5651 Street Resurfacing; and

that an amount of \$250,000.00 from the unappropriated Taylor Road TIF #1 Fund (974) be appropriated to account 974.000.4000.5651 Street Resurfacing.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid - Various Streets - Various Exhibits													
A-1	CMSC	203	Roadway Excavation, Including Pavement Removal	4,929	C.Y.	\$30.00	\$147,870.00	\$25.40	\$125,196.60	\$37.05	\$182,619.45	\$0.00	\$0.00
A-2	CMSC	203	Excavation and Embankment, COTA Bus Stop	1	L.S.	\$5,000.00	\$5,000.00	\$4,650.00	\$4,650.00	\$6,370.94	\$6,370.94	\$0.00	\$0.00
A-3	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	15,424	S.Y.	\$2.50	\$38,560.00	\$1.90	\$29,305.60	\$2.92	\$45,038.08	\$0.00	\$0.00
A-4	CMSC	253*	Arterial Full Depth Pavement Repair (Spot)	223	S.Y.	\$135.00	\$30,105.00	\$161.15	\$35,936.45	\$175.00	\$39,025.00	\$0.00	\$0.00
A-5	CMSC	253	Arterial Full Depth Pavement Repair (Spot), with Surface Course	469	S.Y.	\$150.00	\$70,350.00	\$138.65	\$65,026.85	\$205.00	\$96,145.00	\$0.00	\$0.00
A-6	CMSC	254	Planing, To Concrete Base, 3"+/-	27,290	S.Y.	\$3.50	\$95,515.00	\$1.90	\$51,851.00	\$2.66	\$72,591.40	\$0.00	\$0.00
A-7	CMSC	254	Planing, To Concrete Base, 2.5"+/-	10,790	S.Y.	\$3.00	\$32,370.00	\$2.55	\$27,514.50	\$2.11	\$22,766.90	\$0.00	\$0.00
A-8	CMSC	254	Pavement Planing, T=2.5"	660	S.Y.	\$3.00	\$1,980.00	\$5.90	\$3,894.00	\$6.79	\$4,481.40	\$0.00	\$0.00
A-9	CMSC	301	Asphalt Concrete Base, T=3"	2,636	Tons	\$85.00	\$224,060.00	\$80.92	\$213,305.12	\$88.12	\$232,284.32	\$0.00	\$0.00
A-10	CMSC	304	Aggregate Base, T=6"	2,572	C.Y.	\$55.00	\$141,460.00	\$54.00	\$138,888.00	\$49.82	\$128,137.04	\$0.00	\$0.00
A-11	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	9,592	Gal	\$4.50	\$43,164.00	\$3.40	\$32,612.80	\$4.25	\$40,766.00	\$0.00	\$0.00
A-12	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	23,648	L.F.	\$3.50	\$82,768.00	\$4.90	\$115,875.20	\$4.60	\$108,780.80	\$0.00	\$0.00
A-13	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 70-22	2,332	Tons	\$115.00	\$268,180.00	\$106.75	\$248,941.00	\$115.03	\$268,249.96	\$0.00	\$0.00
A-14	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.5"	2,332	Tons	\$92.00	\$214,544.00	\$109.05	\$254,304.60	\$98.78	\$230,354.96	\$0.00	\$0.00
A-15	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,302	Tons	\$105.00	\$241,710.00	\$102.50	\$235,955.00	\$104.06	\$239,546.12	\$0.00	\$0.00
A-16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	829	Tons	\$100.00	\$82,900.00	\$102.40	\$84,889.60	\$104.06	\$86,265.74	\$0.00	\$0.00
A-17	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=8-in (Commercial), Class "COC MS"	366	S.Y.	\$100.00	\$36,600.00	\$98.05	\$35,886.30	\$95.86	\$35,084.76	\$0.00	\$0.00
A-18	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	477	S.Y.	\$95.00	\$45,315.00	\$82.00	\$39,114.00	\$81.94	\$39,085.38	\$0.00	\$0.00
A-19	CMSC	601	Rock Channel Protection, #57 Stone	100	S.F.	\$6.00	\$600.00	\$11.00	\$1,100.00	\$8.57	\$857.00	\$0.00	\$0.00
A-20	CMSC	604	Curb and Gutter Inlet, Reconstructed to Grade	3	E.A.	\$850.00	\$2,550.00	\$809.05	\$2,427.15	\$8,500.00 A	\$25,500.00	\$0.00	\$0.00
A-21	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	54	E.A.	\$400.00	\$21,600.00	\$311.80	\$16,837.20	\$300.00	\$16,200.00	\$0.00	\$0.00
A-22	CMSC	606	Remove and Replace Guardrail, Per ODOT MGS 1.1	150	L.F.	\$30.00	\$4,500.00	\$37.65	\$5,647.50	\$36.75	\$5,512.50	\$0.00	\$0.00
A-23	CMSC	606	Anchor Assembly for Guardrail	5	E.A.	\$1,500.00	\$7,500.00	\$2,960.00	\$14,800.00	\$2,832.50	\$14,162.50	\$0.00	\$0.00
A-24	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	42	E.A.	\$300.00	\$12,600.00	\$77.40	\$3,250.80	\$230.00	\$9,660.00	\$0.00	\$0.00
A-25	CMSC	608	Detectable Warning System, 2' x 5', Per COC Std Dwg 1551, Type E, Red	2	E.A.	\$400.00	\$800.00	\$96.80	\$193.60	\$253.00	\$506.00	\$0.00	\$0.00
A-26	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10B	2,100	S.F.	\$12.00	\$25,200.00	\$9.50	\$19,950.00	\$11.95	\$25,095.00	\$0.00	\$0.00
A-27	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$12.00	\$50,400.00	\$9.50	\$39,900.00	\$9.29	\$39,018.00	\$0.00	\$0.00
A-28	CMSC	608	4" Concrete Walk, Class "COC 5", Per R-9	300	S.F.	\$12.00	\$3,600.00	\$9.00	\$2,700.00	\$13.23	\$3,969.00	\$0.00	\$0.00
A-29	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	10,008	L.F.	\$35.00	\$350,280.00	\$25.55	\$255,704.40	\$26.41	\$264,311.28	\$0.00	\$0.00
A-30	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=8"	890	L.F.	\$50.00	\$44,500.00	\$42.80	\$38,092.00	\$41.28	\$36,739.20	\$0.00	\$0.00
A-31	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	10,726	L.F.	\$30.00	\$321,780.00	\$23.00	\$246,698.00	\$23.54	\$252,490.04	\$0.00	\$0.00
A-32	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,350	L.F.	\$45.00	\$60,750.00	\$41.00	\$55,350.00	\$36.82	\$49,707.00	\$0.00	\$0.00
A-33	CMSC	609*	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	350	L.F.	\$45.00	\$15,750.00	\$41.00	\$14,350.00	\$42.99	\$15,046.50	\$0.00	\$0.00
A-34	CMSC	609	Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	200	L.F.	\$25.00	\$5,000.00	\$29.90	\$5,980.00	\$37.99	\$7,598.00	\$0.00	\$0.00
A-35	CMSC	630	Remove and Relocate Signs, COTA Bus Stop	1	L.S.	\$400.00	\$400.00	\$1,451.00	\$1,451.00	\$1,390.50	\$1,390.50	\$0.00	\$0.00
A-36	CMSC	630	Remove and Relocate Signs, SR 256	1	L.S.	\$400.00	\$400.00	\$1,050.00	\$1,050.00	\$1,004.25	\$1,004.25	\$0.00	\$0.00
A-37	CMSC	644	Center Line, 4"	1.57	Mile	\$7,500.00	\$11,775.00	\$5,175.00	\$8,124.75	\$4,959.45	\$7,786.34 B	\$0.00	\$0.00
A-38	CMSC	644	Lane Line, 4"	1.07	Mile	\$2,300.00	\$2,461.00	\$2,140.00	\$2,289.80	\$2,049.70	\$2,193.18 B	\$0.00	\$0.00
A-39	CMSC	644	Transverse Line, 24"	140	L.F.	\$7.00	\$980.00	\$6.60	\$924.00	\$6.39	\$894.60	\$0.00	\$0.00
A-40	CMSC	644	Channelizing Line, 8"	1,154	L.F.	\$2.00	\$2,308.00	\$1.70	\$1,961.80	\$1.65	\$1,904.10	\$0.00	\$0.00
A-41	CMSC	644	Lane Arrow	36	Ea.	\$125.00	\$4,500.00	\$100.00	\$3,600.00	\$95.79	\$3,448.44	\$0.00	\$0.00
A-42	CMSC	644	Word on Pavement, 96", ONLY	5	Ea.	\$350.00	\$1,750.00	\$145.00	\$725.00	\$139.05	\$695.25	\$0.00	\$0.00
A-43	CMSC	644	Crosswalks, 12" White	1,790.00	L.F.	\$4.50	\$8,055.00	\$3.40	\$6,086.00	\$3.24	\$5,799.60	\$0.00	\$0.00
A-44	CMSC	644	Stop Bars, 24" White	310	L.F.	\$8.00	\$2,480.00	\$8.40	\$2,604.00	\$8.03	\$2,489.30	\$0.00	\$0.00
A-45	CMSC	653	Topsoil Furnished and Placed	21	C.Y.	\$80.00	\$1,680.00	\$78.20	\$1,642.20	\$72.10	\$1,514.10	\$0.00	\$0.00
A-46	CMSC	659	Seeding & Mulching	387	S.Y.	\$2.00	\$774.00	\$2.60	\$1,006.20	\$3.00	\$1,161.00	\$0.00	\$0.00
A-47	CMSC	901	8" Storm Pipe, SDR 35	10	L.F.	\$500.00	\$5,000.00	\$53.70	\$537.00	\$40.19	\$401.90	\$0.00	\$0.00
A-48	CMSC	SPEC	Concrete Bus Pad, Class "COC FS", Per COC Std Dwg 2332	160	S.Y.	\$120.00	\$19,200.00	\$75.95	\$12,152.00	\$135.78	\$21,724.80	\$0.00	\$0.00
A-49	SPEC	SPEC	Concrete Collar for Manhole, Per Detail	4	E.A.	\$1,000.00	\$4,000.00	\$1,075.00	\$4,300.00	\$897.85	\$3,591.40	\$0.00	\$0.00
A-50	SPEC	SPEC	Concrete Collar for Water Valve, Per Detail	4	E.A.	\$500.00	\$2,000.00	\$805.00	\$3,220.00	\$897.85	\$3,591.40	\$0.00	\$0.00
A-51	SPEC	SPEC	Concrete Collar for Monument Box	1	E.A.	\$500.00	\$500.00	\$805.00	\$805.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
A-52	CMSC	204*	Geogrid	1,000	S.Y.	\$2.00	\$2,000.00	\$1.80	\$1,800.00	\$2.92	\$2,920.00	\$0.00	\$0.00
A-53	CMSC	204*	Subgrade Compaction for Roadway	1,000	S.Y.	\$3.00	\$3,000.00	\$0.60	\$600.00	\$2.09	\$2,090.00	\$0.00	\$0.00
A-54	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$120.00	\$6,000.00	\$157.00	\$7,850.00	\$111.56	\$5,578.00	\$0.00	\$0.00
A-55	CMSC	253*	Arterial Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$135.00	\$6,750.00	\$166.80	\$8,340.00	\$175.00	\$8,750.00	\$0.00	\$0.00
A-56	CMSC	304*	Aggregate Base	100	C.Y.	\$55.00	\$5,500.00	\$48.00	\$4,800.00	\$60.00	\$6,000.00	\$0.00	\$0.00
A-57	CMSC	604*	Curb and Gutter Inlet, Reconstructed to Grade	5	E.A.	\$850.00	\$4,250.00	\$809.00	\$4,045.00	\$1,500.00	\$7,500.00	\$0.00	\$0.00
A-58	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	10	E.A.	\$350.00	\$3,500.00	\$310.00	\$3,100.00	\$300.00	\$3,000.00	\$0.00	\$0.00
A-59	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	100	S.Y.	\$30.00	\$3,000.00	\$5.30	\$530.00	\$30.72	\$3,072.00	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$2,832,124.00		\$2,549,671.02		\$2,724,954.51		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$2,743,965.43 B		NA	
Contract A - Additional Bid 1 - Sidewalk Program Various Streets - Sidewalk Overview Exhibit													
A1-1	CMSC	608	Remove and Replace 4" Concrete Walk, Per R-9, COC 5	10,820	S.F.	\$11.00	\$119,020.00	\$12.00	\$129,840.00	\$11.06	\$119,669.20	\$0.00	\$0.00
A1-2	CMSC	608	Remove and Replace 6" Concrete Walk, Per R-9, COC MS	432	S.F.	\$12.00	\$5,184.00	\$11.85	\$5,119.20	\$15.44	\$6,670.08	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =						\$124,204.00		\$134,959.20		\$126,339.28		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =						NA		NA		NA		NA	

Attachment: 2022 Reynoldsburg Street Maintenance Program (Bid Tab) (51-2022 : 2022 Street Improvement Project)

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Additional Bid 2													
A2-1	CMSC	630	Speed Hump Warning Sign	4	E.A.	\$250.00	\$1,000.00	\$833.00	\$3,332.00	\$798.25	\$3,193.00	\$0.00	\$0.00
A2-2	CMSC	SPEC	14' Speed Hump	10	E.A.	\$3,500.00	\$35,000.00	\$3,980.00	\$39,800.00	\$5,600.00	\$56,000.00	\$0.00	\$0.00
*Contingency Items						\$36,000.00 NA		\$43,132.00 NA		\$59,193.00 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =													
Contract A - Additional Bid 3													
A3-1	CMSC	254	Planing, To Concrete Base, 2.5"+/-	780	S.Y.	\$3.00	\$2,340.00	\$6.50	\$5,070.00	\$6.28	\$4,898.40	\$0.00	\$0.00
A3-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	156	Gal	\$4.50	\$702.00	\$3.40	\$530.40	\$4.25	\$663.00	\$0.00	\$0.00
A3-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	900	L.F.	\$3.50	\$3,150.00	\$5.00	\$4,500.00	\$4.60	\$4,140.00	\$0.00	\$0.00
A3-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	67	Tons	\$105.00	\$7,035.00	\$111.50	\$7,470.50	\$125.64	\$8,417.88	\$0.00	\$0.00
A3-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	45	Tons	\$100.00	\$4,500.00	\$126.00	\$5,670.00	\$125.64	\$5,653.80	\$0.00	\$0.00
A3-6	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	646	L.F.	\$30.00	\$19,380.00	\$32.50	\$20,995.00	\$29.90	\$19,315.40	\$0.00	\$0.00
*Contingency Items						\$37,107.00 NA		\$44,235.90 NA		\$43,088.08 \$43,088.48		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =													
Contract A - Additional Bid 4													
A4-1	CMSC	254	Pavement Planing, T=2.5"	2,667	S.Y.	\$3.00	\$8,001.00	\$2.60	\$6,934.20	\$3.45	\$9,201.15	\$0.00	\$0.00
A4-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	534	Gal	\$4.50	\$2,403.00	\$3.40	\$1,815.60	\$4.25	\$2,269.50	\$0.00	\$0.00
A4-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	228	Tons	\$105.00	\$23,940.00	\$99.90	\$22,777.20	\$107.77	\$24,571.56	\$0.00	\$0.00
A4-4	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	152	Tons	\$100.00	\$15,200.00	\$99.70	\$15,154.40	\$107.77	\$16,381.04	\$0.00	\$0.00
A4-5	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	2	E.A.	\$300.00	\$600.00	\$77.40	\$154.80	\$230.00	\$460.00	\$0.00	\$0.00
A4-6	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	300	S.F.	\$12.00	\$3,600.00	\$11.75	\$3,525.00	\$10.23	\$3,069.00	\$0.00	\$0.00
A4-7	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	200	L.F.	\$30.00	\$6,000.00	\$32.25	\$6,450.00	\$25.65	\$5,130.00	\$0.00	\$0.00
A4-8	CMSC	644	Crosswalks, 12" White	50	L.F.	\$4.50	\$225.00	\$3.40	\$170.00	\$3.24	\$162.00	\$0.00	\$0.00
*Contingency Items						\$59,969.00 NA		\$56,981.20 NA		\$61,244.25 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =													
Contract A - Additional Bid 5													
A1-1	CMSC	253*	Arterial Full Depth Pavement Repair (Spot)	74	S.Y.	\$135.00	\$9,990.00	\$181.50	\$13,431.00	\$175.00	\$12,950.00	\$0.00	\$0.00
A1-2	CMSC	254	Pavement Planing, T=3"	750	S.Y.	\$3.50	\$2,625.00	\$4.20	\$3,150.00	\$9.70	\$7,275.00	\$0.00	\$0.00
A1-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	150	Gal	\$4.50	\$675.00	\$3.40	\$510.00	\$4.25	\$637.50	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 70-22	65	Tons	\$115.00	\$7,475.00	\$128.00	\$8,320.00	\$138.33	\$8,991.45	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.5"	75	Tons	\$92.00	\$6,900.00	\$121.00	\$9,075.00	\$129.08	\$9,681.00	\$0.00	\$0.00
A1-6	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=8"	100	L.F.	\$50.00	\$5,000.00	\$44.70	\$4,470.00	\$48.73	\$4,873.00	\$0.00	\$0.00
A1-7	CMSC	644	Crosswalks, 12" White	288	L.F.	\$4.50	\$1,296.00	\$3.40	\$979.20	\$3.24	\$933.12	\$0.00	\$0.00
A1-8	CMSC	644	Stop Bars, 24" White	80	L.F.	\$8.00	\$640.00	\$8.40	\$672.00	\$8.03	\$642.40	\$0.00	\$0.00
*Contingency Items						\$34,601.00 NA		\$40,607.20 NA		\$45,983.47 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 =													
Contract A - Additional Bid 6													
A2-1	CMSC	254	Pavement Planing, T=2.5"	2,210	S.Y.	\$3.00	\$6,630.00	\$3.35	\$7,403.50	\$3.69	\$8,154.90	\$0.00	\$0.00
A2-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	442	Gal	\$6.00	\$2,652.00	\$3.40	\$1,502.80	\$4.25	\$1,878.50	\$0.00	\$0.00
A2-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	189	Tons	\$105.00	\$19,845.00	\$102.80	\$19,429.20	\$112.31	\$21,226.59	\$0.00	\$0.00
A2-4	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	126	Tons	\$100.00	\$12,600.00	\$103.00	\$12,978.00	\$112.31	\$14,151.06	\$0.00	\$0.00
A2-5	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$300.00	\$1,200.00	\$77.40	\$309.60	\$230.00	\$920.00	\$0.00	\$0.00
A2-6	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$12.00	\$7,200.00	\$9.50	\$5,700.00	\$12.31	\$7,386.00	\$0.00	\$0.00
A2-7	CMSC	609*	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	50	L.F.	\$45.00	\$2,250.00	\$46.50	\$2,325.00	\$58.36	\$2,918.00	\$0.00	\$0.00
A2-8	CMSC	644	Crosswalks, 12" White	100	L.F.	\$4.50	\$450.00	\$3.40	\$340.00	\$3.24	\$324.00	\$0.00	\$0.00
A2-9	CMSC	644	Transverse Line, 4", White	200	L.F.	\$3.00	\$600.00	\$2.40	\$480.00	\$2.32	\$464.00	\$0.00	\$0.00
A2-10	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$100.00	\$400.00	\$118.00	\$472.00	\$113.30	\$453.20	\$0.00	\$0.00
A2-11	SPEC	SPEC	Parking Blocks, Per Detail	4	E.A.	\$100.00	\$400.00	\$235.00	\$940.00	\$110.00	\$440.00	\$0.00	\$0.00
A2-12	SPEC	SPEC	Concrete Collar for Catch Basin, Per Detail	1	E.A.	\$500.00	\$500.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
A2-13	SPEC	SPEC	Concrete Collar for Manhole, Per Detail	1	E.A.	\$500.00	\$500.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
*Contingency Items						\$55,227.00 NA		\$53,980.10 NA		\$60,316.25 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 =													
Contract A - Additional Bid 7													
A3-1	CMSC	203	Roadway Excavation, Including Pavement Removal	1,601	C.Y.	\$30.00	\$48,030.00	\$26.00	\$41,626.00	\$30.79	\$49,294.79	\$0.00	\$0.00
A3-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	5,010	S.Y.	\$2.50	\$12,525.00	\$1.90	\$9,519.00	\$2.92	\$14,629.20	\$0.00	\$0.00
A3-3	CMSC	301	Asphalt Concrete Base, T=3"	856	Tons	\$85.00	\$72,760.00	\$83.15	\$71,176.40	\$84.22	\$72,092.32	\$0.00	\$0.00
A3-4	CMSC	304	Aggregate Base, T=6"	835	C.Y.	\$55.00	\$45,925.00	\$54.00	\$45,090.00	\$50.76	\$42,384.60	\$0.00	\$0.00
A3-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	501	Gal	\$4.50	\$2,254.50	\$3.40	\$1,703.40	\$4.25	\$2,129.25	\$0.00	\$0.00
A3-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	428	Tons	\$105.00	\$44,940.00	\$99.55	\$42,607.40	\$98.46	\$42,140.88	\$0.00	\$0.00
A3-7	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	2	E.A.	\$400.00	\$800.00	\$311.75	\$623.50	\$300.00	\$600.00	\$0.00	\$0.00
A3-8	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	200	L.F.	\$45.00	\$9,000.00	\$42.50	\$8,500.00	\$46.05	\$9,210.00	\$0.00	\$0.00
A3-9	CMSC	644	Crosswalks, 12" White	150	L.F.	\$4.50	\$675.00	\$3.35	\$502.50	\$3.24	\$486.00	\$0.00	\$0.00
A3-10	CMSC	644	Stop Bars, 24" White	15	L.F.	\$8.00	\$120.00	\$8.20	\$123.00	\$8.03	\$120.45	\$0.00	\$0.00
*Contingency Items						\$237,029.50 NA		\$221,471.20 NA		\$233,091.77 \$233,087.49		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 =													

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Additional Bid 8													
A4-1	CMSC	203	Roadway Excavation, Including Pavement Removal	1,786	C.Y.	\$30.00	\$53,580.00	\$25.20	\$45,007.20	\$38.84	\$69,368.24	\$0.00	\$0.00
A4-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	5,590	S.Y.	\$2.50	\$13,975.00	\$1.85	\$10,341.50	\$2.92	\$16,322.80	\$0.00	\$0.00
A4-3	CMSC	301	Asphalt Concrete Base, T=3"	955	Tons	\$85.00	\$81,175.00	\$81.70	\$78,023.50	\$85.35	\$81,509.25	\$0.00	\$0.00
A4-4	CMSC	304	Aggregate Base, T=6"	932	C.Y.	\$55.00	\$51,260.00	\$54.00	\$50,328.00	\$49.72	\$46,339.04	\$0.00	\$0.00
A4-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	559	Gal	\$4.50	\$2,515.50	\$3.35	\$1,872.65	\$4.25	\$2,375.75	\$0.00	\$0.00
A4-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	478	Tons	\$105.00	\$50,190.00	\$98.15	\$46,915.70	\$99.60	\$47,608.80	\$0.00	\$0.00
A4-7	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	191	S.Y.	\$95.00	\$18,145.00	\$88.00	\$16,808.00	\$82.71	\$15,797.61	\$0.00	\$0.00
A4-8	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	6	E.A.	\$300.00	\$1,800.00	\$77.40	\$464.40	\$230.00	\$1,380.00	\$0.00	\$0.00
A4-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	900	S.F.	\$12.00	\$10,800.00	\$9.65	\$8,685.00	\$9.91	\$8,919.00	\$0.00	\$0.00
A4-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	3,967	L.F.	\$30.00	\$119,010.00	\$22.05	\$87,472.35	\$24.41	\$96,834.47	\$0.00	\$0.00
A4-11	CMSC	644	Crosswalks, 12" White	150	L.F.	\$4.50	\$675.00	\$3.25	\$487.50	\$3.24	\$486.00	\$0.00	\$0.00
A4-12	CMSC	644	Stop Bars, 24" White	15	L.F.	\$8.00	\$120.00	\$8.25	\$123.75	\$8.03	\$120.45	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =						\$403,245.50 NA		\$346,529.55 NA		\$387,071.41 \$387,061.41 C		No Bid NA	
Contract A - Additional Bid 9													
A1-1	CMSC	203	Roadway Excavation, Including Pavement Removal	767	C.Y.	\$30.00	\$23,010.00	\$27.15	\$20,824.05	\$33.40	\$25,617.80	\$0.00	\$0.00
A1-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	2,400	S.Y.	\$2.50	\$6,000.00	\$1.90	\$4,560.00	\$2.92	\$7,008.00	\$0.00	\$0.00
A1-3	CMSC	301	Asphalt Concrete Base, T=3"	410	Tons	\$85.00	\$34,850.00	\$80.90	\$33,169.00	\$89.33	\$36,625.30	\$0.00	\$0.00
A1-4	CMSC	304	Aggregate Base, T=6"	400	C.Y.	\$55.00	\$22,000.00	\$54.00	\$21,600.00	\$53.26	\$21,304.00	\$0.00	\$0.00
A1-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	240	Gal	\$4.50	\$1,080.00	\$3.30	\$792.00	\$4.25	\$1,020.00	\$0.00	\$0.00
A1-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	205	Tons	\$105.00	\$21,525.00	\$100.20	\$20,541.00	\$103.58	\$21,233.90	\$0.00	\$0.00
A1-7	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	76	S.Y.	\$95.00	\$7,220.00	\$87.40	\$6,642.40	\$90.01	\$6,840.76	\$0.00	\$0.00
A1-8	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	1	E.A.	\$400.00	\$400.00	\$311.75	\$311.75	\$300.00	\$300.00	\$0.00	\$0.00
A1-9	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	1,771	L.F.	\$30.00	\$53,130.00	\$25.60	\$45,337.60	\$29.29	\$51,872.59	\$0.00	\$0.00
A1-10	CMSC	644	Crosswalks, 12" White	50	L.F.	\$4.50	\$225.00	\$3.40	\$170.00	\$3.24	\$162.00	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 9 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 9 =						\$169,440.00 NA		\$153,947.80 NA		\$171,984.35 NA		No Bid NA	
Contract A - Additional Bid 10													
A2-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$10,000.00	\$10,000.00	\$200.00	\$200.00	\$3,695.23	\$3,695.23	\$0.00	\$0.00
A2-2	CMSC	202	4' Wide Concrete Sidewalk Removed	260	S.F.	\$4.00	\$1,040.00	\$4.40	\$1,144.00	\$4.75	\$1,235.00	\$0.00	\$0.00
A2-3	CMSC	202	Asphalt Driveway Removed	115	S.Y.	\$12.00	\$1,380.00	\$29.40	\$3,381.00	\$25.67	\$2,952.05	\$0.00	\$0.00
A2-4	CMSC	202	Curb Removed	30	L.F.	\$10.00	\$300.00	\$21.00	\$630.00	\$19.40	\$582.00	\$0.00	\$0.00
A2-5	CMSC	202	Concrete Curb Ramp Removed	45	S.F.	\$4.00	\$180.00	\$4.45	\$200.25	\$10.26	\$461.70	\$0.00	\$0.00
A2-6	CMSC	203*	Increase or Decrease in Excavation or Backfill	100	C.Y.	\$50.00	\$5,000.00	\$67.40	\$6,740.00	\$46.55	\$4,655.00	\$0.00	\$0.00
A2-7	CMSC	203	Excavation and Embankment	515	C.Y.	\$50.00	\$25,750.00	\$58.30	\$30,024.50	\$56.91	\$29,308.65	\$0.00	\$0.00
A2-8	CMSC	207	Sediment & Erosion Control	1	L.S.	\$3,500.00	\$3,500.00	\$790.00	\$790.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00
A2-9	CMSC	452	Concrete Drive Approach, Per R-12, Class MS	115	S.Y.	\$100.00	\$11,500.00	\$75.90	\$8,728.50	\$113.48	\$13,050.20 B	\$0.00	\$0.00
A2-10	CMSC	604	Manhole Adjust to Grade	1	E.A.	\$750.00	\$750.00	\$310.00	\$310.00	\$668.83	\$668.83	\$0.00	\$0.00
A2-11	CMSC	604	Catch Basin, Reconstruct to Grade	2	E.A.	\$1,500.00	\$3,000.00	\$285.00	\$570.00	\$977.66	\$1,955.32	\$0.00	\$0.00
A2-12	CMSC	604	Catch Basin, Replace Grate with Solid Lid	2	E.A.	\$750.00	\$1,500.00	\$607.00	\$1,214.00	\$730.42	\$1,460.84	\$0.00	\$0.00
A2-13	CMSC	604	Standard Catch Basin with Window, Per ST-13	2	E.A.	\$2,800.00	\$5,600.00	\$2,300.00	\$4,600.00	\$2,087.81	\$4,175.62	\$0.00	\$0.00
A2-14	CMSC	605	4" Underdrain, As Per Plan	330	L.F.	\$12.50	\$4,125.00	\$6.70	\$2,211.00	\$14.66	\$4,837.80	\$0.00	\$0.00
A2-15	CMSC	608	8' Wide Asphalt Shared Use Path, Per R-20	5,590	S.F.	\$6.50	\$36,335.00	\$4.75	\$26,552.50	\$4.60	\$25,714.00	\$0.00	\$0.00
A2-16	CMSC	608	Concrete Curb Ramp, Per R-10	690	S.F.	\$13.00	\$8,970.00	\$8.10	\$5,589.00	\$11.86	\$8,183.40	\$0.00	\$0.00
A2-17	CMSC	608	Detectable Warning (2'x8'), Per COC 1551, Type E, Red	7	E.A.	\$500.00	\$3,500.00	\$154.80	\$1,083.60	\$460.00	\$3,220.00	\$0.00	\$0.00
A2-18	CMSC	614	Maintaining Traffic, As Per Plan	1	L.S.	\$15,000.00	\$15,000.00	\$6,335.25	\$6,335.25	\$15,000.00	\$15,000.00	\$0.00	\$0.00
A2-19	CMSC	623	Construction Layout Stakes	1	L.S.	\$6,000.00	\$6,000.00	\$1,159.25	\$1,159.25	\$4,000.00	\$4,000.00	\$0.00	\$0.00
A2-20	CMSC	630	Remove and Re-Erect Existing Sign	1	E.A.	\$1,000.00	\$1,000.00	\$924.60	\$924.60	\$587.10	\$587.10	\$0.00	\$0.00
A2-21	CMSC	641	Removal of Pavement Markings (Ex. Crosswalk)(Per 614.11.G.1.a)	75	L.F.	\$2.00	\$150.00	\$11.30	\$847.50	\$10.81	\$810.75	\$0.00	\$0.00
A2-22	CMSC	644	Crosswalk Line, 12"	75	L.F.	\$4.00	\$300.00	\$3.40	\$255.00	\$3.24	\$243.00	\$0.00	\$0.00
A2-23	CMSC	659	Seeding and Mulching	1,100	S.Y.	\$2.00	\$2,200.00	\$12.60	\$13,860.00	\$3.00	\$3,300.00	\$0.00	\$0.00
A2-24	CMSC	809	Fire Hydrant, Removed and Delivered to City	1	E.A.	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$1,751.62	\$1,751.62	\$0.00	\$0.00
A2-25	CMSC	809	Fire Hydrant, Type A, Per WA-10 (including Anchor Tee, Valve & 6" Lead)	1	E.A.	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,910.94	\$9,910.94	\$0.00	\$0.00
A2-26	CMSC	901	12" Storm Sewer, Per 706.02, W/ Item 911 Backfill	10	L.F.	\$150.00	\$1,500.00	\$191.25	\$1,912.50	\$172.06	\$1,720.60	\$0.00	\$0.00
A2-27		SPEC*	Landscape Allowance	1	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00
A2-28		SPEC	Timber Pedestrian Fence, As Per Plan	445	L.F.	\$180.00	\$80,100.00	\$153.75	\$68,418.75	\$143.00	\$63,635.00	\$0.00	\$0.00
A2-29		SPEC	Dry Laid Block Retaining Wall, As Per Plan	480	S.F.	\$100.00	\$48,000.00	\$92.05	\$44,184.00	\$86.46	\$41,500.80	\$0.00	\$0.00
A2-30		SPEC	Force Account	1	L.S.	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 10 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 10 =						\$348,180.00 NA		\$304,065.20 NA		\$312,115.55 \$312,115.45 B		No Bid NA	

CITY OF REYNOLDSBURG, OHIO

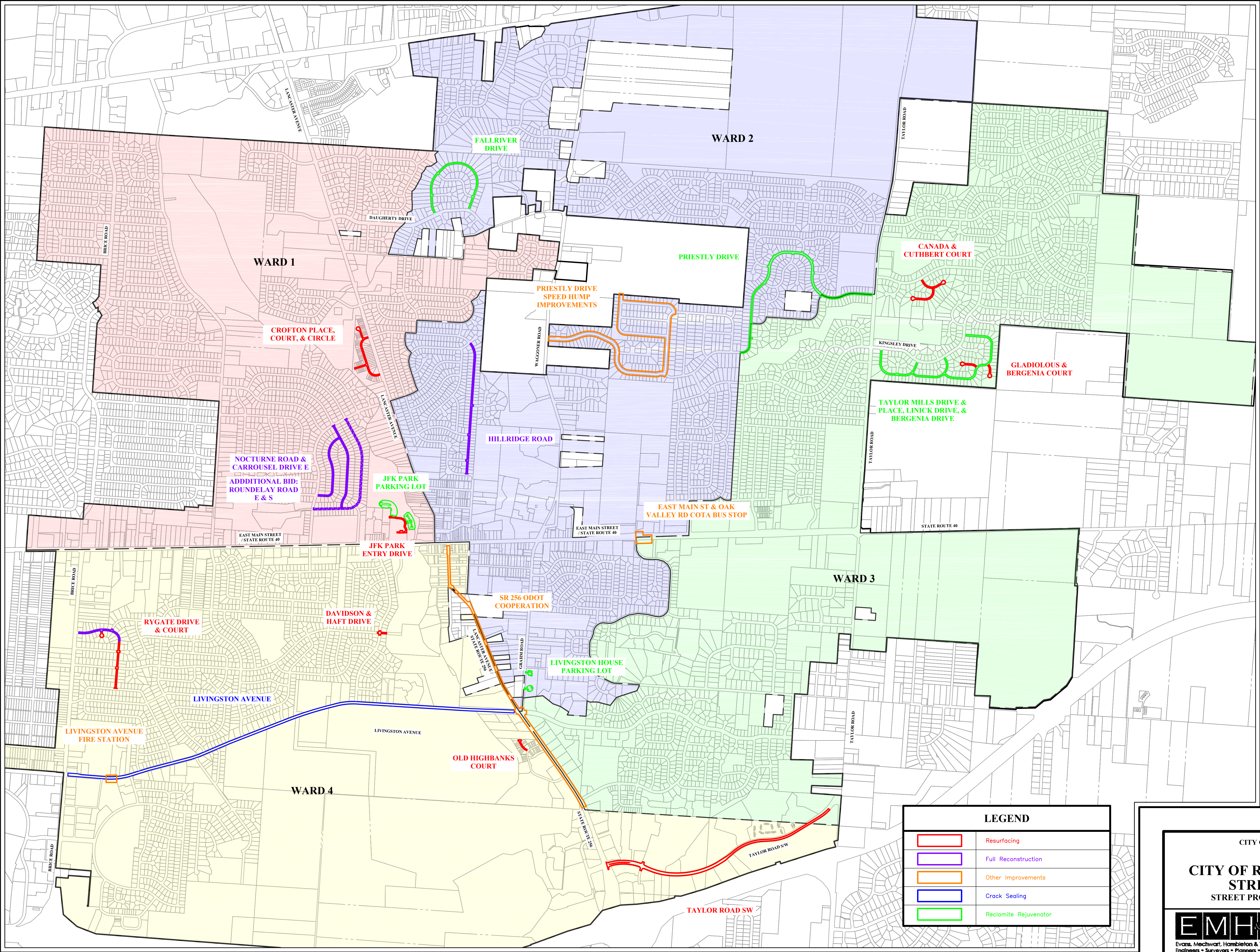
2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145											
						Price	Extension	Price	Extension	Price	Extension	Price	Extension										
Contract A - Additional Bid 11																							
A3-1	CMSC	202	Curb, Removed	990	L.F.	\$12.00	\$11,880.00	\$12.00	\$11,880.00	\$12.58	\$12,454.20	\$0.00	\$0.00										
A3-2	CMSC	203	Excavation & Embankment, Including Pavement & Concrete Sidewalk Removal	1,100	C.Y.	\$55.00	\$60,500.00	\$42.00	\$46,200.00	\$48.86	\$53,746.00	\$0.00	\$0.00										
A3-3	CMSC	203	Excavation, Parking Lot Islands	370	C.Y.	\$75.00	\$27,750.00	\$42.00	\$15,540.00	\$40.15	\$14,855.50	\$0.00	\$0.00										
A3-4	CMSC	204	Subgrade Compaction	3,550	S.Y.	\$3.00	\$10,650.00	\$1.50	\$5,325.00	\$1.49	\$5,289.50	\$0.00	\$0.00										
A3-5	CMSC	254	Pavement Planing, T=1.5"±	2,730	S.Y.	\$3.00	\$8,190.00	\$3.25	\$8,872.50	\$2.99	\$8,162.70	\$0.00	\$0.00										
A3-6	CMSC	301	Bituminous Aggregate Base, T=3"	190	C.Y.	\$195.00	\$37,050.00	\$195.00	\$37,050.00	\$196.62	\$37,357.80	\$0.00	\$0.00										
A3-7	CMSC	304	Aggregate Base, T=6"	370	C.Y.	\$55.00	\$20,350.00	\$60.00	\$22,200.00	\$56.66	\$20,964.20	\$0.00	\$0.00										
A3-8	CMSC	407	Trackless Track Coat (0.1Gal/S.Y.)	500	Gal	\$4.50	\$2,250.00	\$3.50	\$1,750.00	\$4.25	\$2,125.00	\$0.00	\$0.00										
A3-9	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), T=1.5", PG 64-22	210	C.Y.	\$220.00	\$46,200.00	\$232.50	\$48,825.00	\$225.12	\$47,275.20	\$0.00	\$0.00										
A3-10	CMSC	452	Non-Reinforced Concrete Pavement, COC 6, Per R-2C	1,370	S.Y.	\$110.00	\$150,700.00	\$58.00	\$79,460.00	\$53.19	\$72,870.30	\$0.00	\$0.00										
A3-11	CMSC	607	Decorative Metal Fence, incl. Pedestrian Gates, Per Detail	510	L.F.	\$100.00	\$51,000.00	\$185.00	\$94,350.00	\$180.60	\$92,106.00	\$0.00	\$0.00										
A3-12	CMSC	607	Brick Column Support for Fence, Per Detail	9	Ea.	\$3,700.00	\$33,300.00	\$9,500.00	\$85,500.00	\$10,000.00	\$90,000.00	\$0.00	\$0.00										
A3-13	CMSC	607	Fence, Type CLT, Per Detail	470	L.F.	\$50.00	\$23,500.00	\$62.00	\$29,140.00	\$60.90	\$28,623.00	\$0.00	\$0.00										
A3-14	CMSC	608	Detectable Warning System, 2' x 4' Per City of Columbus 1551, Type E, Red	3	Ea.	\$250.00	\$750.00	\$75.00	\$225.00	\$230.00	\$690.00	\$0.00	\$0.00										
A3-15	CMSC	608	Concrete Sidewalk, Per R-9	690	S.F.	\$8.00	\$5,520.00	\$10.00	\$6,900.00	\$7.07	\$4,878.30	\$0.00	\$0.00										
A3-16	CMSC	608	Concrete Curb Ramp, Per R-10A	170	S.F.	\$12.00	\$2,040.00	\$8.00	\$1,360.00	\$10.50	\$1,785.00	\$0.00	\$0.00										
A3-17	CMSC	609	Concrete Curb, Straight 18", Per R-8	1,300	L.F.	\$35.00	\$45,500.00	\$26.00	\$33,800.00	\$16.78	\$21,814.00	\$0.00	\$0.00										
A3-18	CMSC	630	Handicapped Parking Sign with Support	1	Ea.	\$750.00	\$750.00	\$950.00	\$950.00	\$937.30	\$937.30	\$0.00	\$0.00										
A3-19	CMSC	644	Handicap Symbol Marking, White	1	Ea.	\$110.00	\$110.00	\$123.00	\$123.00	\$118.45	\$118.45	\$0.00	\$0.00										
A3-20	CMSC	644	Parking Lot Transverse Lines, 6", White	300	L.F.	\$2.50	\$750.00	\$3.00	\$900.00	\$2.99	\$897.00	\$0.00	\$0.00										
A3-21	CMSC	644	Parking Lot Striping, 4", White	1,132	L.F.	\$2.50	\$2,830.00	\$2.25	\$2,547.00	\$2.32	\$2,626.24	\$0.00	\$0.00										
A3-22	CMSC	646	Parking Lot Transverse Lines, 6", White	100	L.F.	\$2.50	\$250.00	\$3.75	\$375.00	\$3.60	\$360.00	\$0.00	\$0.00										
A3-23	CMSC	646	Parking Lot Striping, 4", White	1,692	L.F.	\$2.50	\$4,230.00	\$3.25	\$5,499.00	\$3.30	\$5,583.60	\$0.00	\$0.00										
A3-24	CMSC	653	Topsoil, Furnished and Placed, T=3"	60	C.Y.	\$73.00	\$4,380.00	\$75.00	\$4,500.00	\$72.10	\$4,326.00	\$0.00	\$0.00										
A3-25	CMSC	659	Seeding and Mulching	620	S.Y.	\$3.00	\$1,860.00	\$2.00	\$1,240.00	\$3.00	\$1,860.00	\$0.00	\$0.00										
A3-26	-	SPEC	Dumpster Gate & Enclosure, Per Detail	2	Ea.	\$3,300.00	\$6,600.00	\$20,000.00	\$40,000.00	\$17,325.00	\$34,650.00	\$0.00	\$0.00										
A3-27	-	SPEC	Parking Blocks , Removed and Replaced	52	Ea.	\$100.00	\$5,200.00	\$88.00	\$4,576.00	\$80.00	\$4,160.00	\$0.00	\$0.00										
A3-28	-	SPEC*	Parking Blocks , New	4	Ea.	\$150.00	\$600.00	\$143.00	\$572.00	\$110.00	\$440.00	\$0.00	\$0.00										
A3-29	-	SPEC	Carport Structure	1	L.S.	\$275,000.00	\$275,000.00	\$439,000.00	\$439,000.00	\$820,262.20	\$820,262.20	\$0.00	\$0.00										
A3-30	-	SPEC	Allowance for Security Features (incl. Vehicular Sliding Parking Lot Gates and Vehicular/Pedestrain Keycard Readers)	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00										
A3-31	CMSC	661	Quercus rubra, Red Oak, 2.5" Cal., B&B	3	Ea.	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$963.05	\$2,889.15	\$0.00	\$0.00										
A3-32	CMSC	661	Picea abies, Norway Spruce, 6' Ht., B&B	6	Ea.	\$500.00	\$3,000.00	\$700.00	\$4,200.00	\$679.80	\$4,078.80	\$0.00	\$0.00										
A3-33	CMSC	661	Thuja x 'Green Giant', Green Giant Arborvitae, 6' Ht., B&B	12	Ea.	\$300.00	\$3,600.00	\$725.00	\$8,700.00	\$695.25	\$8,343.00	\$0.00	\$0.00										
A3-34	CMSC	661	Buxus x 'Green Velvet', Green Velvet Boxwood, 24" Ht., Cont.	20	Ea.	\$150.00	\$3,000.00	\$177.00	\$3,540.00	\$169.95	\$3,399.00	\$0.00	\$0.00										
A3-35	CMSC	661	Spiraea x Bumalda 'Goldmound', Gold Mound Spirea, 24" Ht., #3 Cont.	15	Ea.	\$60.00	\$900.00	\$59.00	\$885.00	\$56.65	\$849.75	\$0.00	\$0.00										
A3-36	CMSC	661	Viburnum carlesii, Koreanspice Viburnum, 30" Ht., #5 Cont.	8	Ea.	\$135.00	\$1,080.00	\$139.00	\$1,112.00	\$133.90	\$1,071.20	\$0.00	\$0.00										
A3-37	CMSC	661	Viburnum x juddii, Judd Viburnum, 36" Ht., Cont.	8	Ea.	\$150.00	\$1,200.00	\$172.00	\$1,376.00	\$164.80	\$1,318.40	\$0.00	\$0.00										
A3-38	CMSC	SPEC	Decorative Gravel	130	Ton	\$160.00	\$20,800.00	\$168.00	\$21,840.00	\$95.00	\$12,350.00	\$0.00	\$0.00										
A3-39	CMSC	202	Curb and Gutter Inlet, Removed	1	Ea.	\$530.00	\$530.00	\$550.00	\$550.00	\$593.90	\$593.90	\$0.00	\$0.00										
A3-40	CMSC	604	Catch Basin, Per ST-13, 2' x2'	1	Ea.	\$2,100.00	\$2,100.00	\$1,600.00	\$1,600.00	\$1,727.81	\$1,727.81	\$0.00	\$0.00										
A3-41	CMSC	604	12" Nyoplast Yard Drain	2	Ea.	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$1,121.90	\$2,243.80	\$0.00	\$0.00										
A3-42	CMSC	604	Curb and Gutter Inlet, Per ST-10	1	Ea	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$2,183.81	\$2,183.81	\$0.00	\$0.00										
A3-43	CMSC	901	8" Storm Sewer with Type 1 Bedding and Type A Backfill, Per ST-1	80	L.F.	\$80.00	\$6,400.00	\$19.00	\$1,520.00	\$86.64	\$6,931.20	\$0.00	\$0.00										
A3-44	CMSC	901	12" Storm Sewer with Type 1 Bedding and Type A Backfill, Per ST-1	190	L.F.	\$100.00	\$19,000.00	\$85.00	\$16,150.00	\$93.97	\$17,854.30	\$0.00	\$0.00										
A3-45	CMSC	807*	Water Valve Box, Adjusted to Grade	2	Ea.	\$200.00	\$400.00	\$200.00	\$400.00	\$185.21	\$370.42	\$0.00	\$0.00										
A3-46	CMSC	809	Fire Hydrant, Relocated, Per WA-14	1	Ea.	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$4,492.94	\$4,492.94	\$0.00	\$0.00										
A3-47	-	SPEC	Site Lighting & Electrical, As Per Plan	1	L.S.	\$140,000.00	\$140,000.00	\$220,000.00	\$220,000.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00										
A3-48	CMSC	201	Clearing and Grubbing, Including Tree Removal	1	L.S.	\$20,000.00	\$20,000.00	\$4,300.00	\$4,300.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00										
A3-49	CMSC	207	Sediment and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00										
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 11 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 11 =		\$1,140,000.00 NA		\$1,393,332.50 NA .		\$1,752,414.97 NA		No Bid NA									
Contract B																							
C-1	RS	SPEC	Reclamite, Asphalt Rejuvenating Agent	50,250	S.Y.	\$1.05	\$52,762.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.05	\$52,762.50										
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B = CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		\$52,762.50 NA		No Bid NA		No Bid NA		\$52,762.50 NA									
A		Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder																					
B		Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder																					
BIDDER'S TOTAL FOR CONTRACT A =							\$5,477,127.00		\$5,342,912.87		\$5,977,796.89		No Bid										
BIDDER'S TOTAL FOR CONTRACT B =							\$52,762.50		No Bid		No Bid		\$52,762.50										
BIDDER'S TOTAL FOR ALL WORK =							\$5,529,889.50		\$5,342,912.87		\$5,977,796.89		\$52,762.50										

A:\2021\264 Dwn\045\Sheets\Street Exhibits\Street Program Overview Exhibit.dwg - Last Saved By: mvalke - 3/11/2022 8:48 AM - Last Printed By: Mike Michalec - 3/11/2022 8:48 AM (No Xrefs)



LEGEND	
	Resurfacing
	Full Reconstruction
	Other Improvements
	Crack Sealing
	Reclamite Rejuvenator

CITY OF REYNOLDSBURG, OHIO
FOR
**CITY OF REYNOLDSBURG 2022
STREET PROGRAM**
STREET PROGRAM OVERVIEW EXHIBIT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

DATE:	FEBRUARY, 2022
SCALE:	1" = 1000'
JOB NO.:	20211264
SHEET:	1 of 1

2022 Reynoldsburg Street Program - City of Reynoldsburg, Ohio			
Contractor	Strawser Paving Co. Inc.	Decker Construction Co	Pavement Technology Inc
Contract Bid	Contract A	Contract A	Contract B
Bid Price (pg BF-2)	\$ 2,549,671.02	\$ 2,724,954.51	\$ 52,762.50
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Fidelity and Deposit Company of Maryland	Cincinnati Insurance Company	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A+ / 000258	A++/003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019, 2020, & 2021 Street Programs.	Contractor has performed satisfactory work in the Columbus area.	Contractor has performed satisfactory work in the Columbus area.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past.	Contractor has listed more than ten projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	N/A	N/A	N/A
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A		Contract B
Completed by:	EMH&T, Inc. -Nicholas D. Mill, PE		
Signature/Date:	 4/11/2022		



Engineers, Surveyors, Planners, Scientists

MEMO

Date: April 22, 2022
 To: William Dorman, Director of Public Service
 From: Nicholas Mill, PE
 Subject: Reynoldsburg 2022 Street Program Bid Results
 Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors and 10% for Contingency and 10% for Construction Services for each Contract and Additional Bid:

Contract A – Base Bid and Add Bids 1-6, 10, and 11:.....	\$ 4,620,964.32
Recommended Contingency (10%):.....	\$ 462,096.43
Contract B - Base Bid:.....	\$ 52,762.50
Recommended Contingency (10%):.....	\$ 5,276.25
Construction Management/Inspection (EMH&T):.....	\$ 359,930.00

Total Construction Phase Budget:.....\$ 5,501,029.50

I have attached the Bid Tabulation, Lowest and Best Evaluation Sheet, Award Recommendation Letters, and Notices of Award to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return signed copies of the Notices of Award to me so we can prepare the contracts for signing and schedule preconstruction meetings. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Contract A Award Recommendation Letter
 Contract B Award Recommendation Letter
 Bid Tabulation
 Lowest and Best Evaluation
 Contract A Notice of Award
 Contract B Notice of Award
 Proposal for Construction Management and Inspection Services

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: 2022 Street Improvement Project Inspection Services (EMH&T)**

Approval:

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

Emergency/Suspension: Emergency

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE 2022 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Whereas, Council is hereby authorizing the Mayor to enter into a contract with EMH&T for the administration/inspecting/testing services for the 2022 Street Improvement Project.

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 EMH&T in the amount of \$359,930.00 for inspection services for the 2022 Street Improvement Project.

SECTION 2. That an amount of \$359,930.00 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing.

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

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



Engineers, Surveyors, Planners, Scientists

April 22, 2022

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

Subject: 2022 Reynoldsburg Street Program Contracts A & B
 Proposal for Construction Phase Engineering Services

Dear Mr. Dorman,

EMH&T is pleased to submit this proposal for Construction Phase Engineering Services for the upcoming 2022 Reynoldsburg Street Program. We understand the scope includes replacement of curbs, roadway surface, preventative maintenance, and plan set construction for a path and parking lot expansion. Strawser Paving Company is the apparent low bidder for Contract A and Pavement Technologies Inc. is the apparent low bidder for Contract B. As selected by the City of Reynoldsburg construction will include Contract A base bid with alternate bids 1-6, 10, 11; also Contract B, with a total construction award value of \$4,673,726.82.

The construction duration of the project is 120 calendar days from the City's issuance of the Notice to Proceed. The project is anticipated to commence in May 2022.

SCOPE OF SERVICES

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

Construction Representation/Contract Administration

- Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, Utilities, Police, Fire, and any other stakeholders, as requested by the City.
 - EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- Prepare shop drawing submittal log, review and track shop drawings and other submittals.
 - Along with the City and Design Engineer, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications, and provide recommendations.
 - EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.
 - Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
 - Upon request, reviewed submittals and shop drawings will be logged and provided to all interested project parties.

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

- EMH&T will prepare punch list for work performed not in accordance with the contract documents.
 - EMH&T will coordinate with the Contractor to address required warranty work.
 - Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.

Resident/Standby Project Representation

- Resident Project Representatives, (RPR) provide full and part-time observation. Full time observation is defined as approximately 8 hours per day. Provide on-site project representation during the contract duration, as required, and as coordinated with the Owner to support the Administration and oversight of the improvements.
- EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document the activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- Assist in coordination of material testing, as needed. Material testing completed shall be under a subconsultant contract with a third party provider.
- The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed in conformance with the contract in a quantity log.
- EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.
- EMH&T's RPR will bring to the attention of the Owner instances:
 - Where the Contractor fails to comply with the terms of the Contract documents.
 - When the Contractor acts in a manner which is not in the best interest of the Owner.
 - When the Contractor's proposed schedule of work is in conflict with the project contract duration.
- The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during the Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner and not negatively impact subsequent work. Final Project walkthrough and 1-year warranty punch list will be conducted as defined above.
- Punch list items will be coordinated with the Contractor and the RPR will observe the work until completed in accordance with Contract documents, or as accepted by the City.
- RPR will observe completed work and provide the Owner a recommendation for acceptance. Copies of the daily observation reports are available for the Owner's review upon request, or periodically as required.

Subconsultant: Material Testing

- EMH&T will subcontract a third-party provider to provide material testing for this project. This testing may include the following:
 - Nuclear density testing of the asphalt pavement sections.
 - Prepare and test concrete compressive strength cylinders for approach drives, sidewalk, and curb and gutter placements.
- Copies of material testing reports are available for the City to review in a manner to be determined by the Owner.

Project Closeout

- EMH&T will provide:
 - 1 Year Warranty Review.

Clarifications and Exclusions

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

The Scope of Services does not include the following:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of April 2022 through August 2022.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the tables 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

Construction Representation/Contract Administration	\$77,220.00
Design Consultation During Construction	\$23,990.00
Resident/Standby Representation	\$238,980.00
EMH&T Labor Fee	\$340,190.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$19,740.00
PROJECT TOTAL FEE	\$359,930.00

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

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: 2022 Sidewalk Improvement Project**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
FOR THE 2022 SIDEWALK PROGRAM PHASE VIII, APPROPRIATING FUNDS, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the 2022 Sidewalk Program Phase VIII and Alternative #10 Graham Road Leisure Trail; and

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

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, the experience to properly complete the project, and recommends that Strawser Paving Company be awarded the 2022 Sidewalk Program, Phase VIII (Contract A) in the amount of \$134,959.20 and Alternate #10 Graham Road Leisure Trail in the amount of \$304,065.20 with a ten percent (10%) contingency.

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 the Mayor be and is hereby authorized to enter into contract with Strawser Paving Company for the 2022 Sidewalk Program, Phase VIII (Contract A) as follows:

2022 Sidewalk Program Phase VIII	\$134,959.20
Alternate #10 Graham Road Leisure Trail	<u>\$304,065.20</u>
TOTAL	\$439,024.40
Contingency (10%)	<u>\$ 43,902.44</u>
GRAND TOTAL	\$482,926.84

SECTION 1. That the Mayor is hereby authorized to enter into contract with Strawser Paving Company in the amount of \$439,024.40 for construction services; and

SECTION 2. That an amount of \$482,926.84 (includes 10% contingency of \$43,902.44) from the unappropriated Sidewalk Construction Fund (420) be appropriated to account 420.000.0008.5653 Phase VIII Sidewalk Program; and

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

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid - Various Streets - Various Exhibits													
A-1	CMSC	203	Roadway Excavation, Including Pavement Removal	4,929	C.Y.	\$30.00	\$147,870.00	\$25.40	\$125,196.60	\$37.05	\$182,619.45	\$0.00	\$0.00
A-2	CMSC	203	Excavation and Embankment, COTA Bus Stop	1	L.S.	\$5,000.00	\$5,000.00	\$4,650.00	\$4,650.00	\$6,370.94	\$6,370.94	\$0.00	\$0.00
A-3	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	15,424	S.Y.	\$2.50	\$38,560.00	\$1.90	\$29,305.60	\$2.92	\$45,038.08	\$0.00	\$0.00
A-4	CMSC	253*	Arterial Full Depth Pavement Repair (Spot)	223	S.Y.	\$135.00	\$30,105.00	\$161.15	\$35,936.45	\$175.00	\$39,025.00	\$0.00	\$0.00
A-5	CMSC	253	Arterial Full Depth Pavement Repair (Spot), with Surface Course	469	S.Y.	\$150.00	\$70,350.00	\$138.65	\$65,026.85	\$205.00	\$96,145.00	\$0.00	\$0.00
A-6	CMSC	254	Planing, To Concrete Base, 3"+/-	27,290	S.Y.	\$3.50	\$95,515.00	\$1.90	\$51,851.00	\$2.66	\$72,591.40	\$0.00	\$0.00
A-7	CMSC	254	Planing, To Concrete Base, 2.5"+/-	10,790	S.Y.	\$3.00	\$32,370.00	\$2.55	\$27,514.50	\$2.11	\$22,766.90	\$0.00	\$0.00
A-8	CMSC	254	Pavement Planing, T=2.5"	660	S.Y.	\$3.00	\$1,980.00	\$5.90	\$3,894.00	\$6.79	\$4,481.40	\$0.00	\$0.00
A-9	CMSC	301	Asphalt Concrete Base, T=3"	2,636	Tons	\$85.00	\$224,060.00	\$80.92	\$213,305.12	\$88.12	\$232,284.32	\$0.00	\$0.00
A-10	CMSC	304	Aggregate Base, T=6"	2,572	C.Y.	\$55.00	\$141,460.00	\$54.00	\$138,888.00	\$49.82	\$128,137.04	\$0.00	\$0.00
A-11	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	9,592	Gal	\$4.50	\$43,164.00	\$3.40	\$32,612.80	\$4.25	\$40,766.00	\$0.00	\$0.00
A-12	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	23,648	L.F.	\$3.50	\$82,768.00	\$4.90	\$115,875.20	\$4.60	\$108,780.80	\$0.00	\$0.00
A-13	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 70-22	2,332	Tons	\$115.00	\$268,180.00	\$106.75	\$248,941.00	\$115.03	\$268,249.96	\$0.00	\$0.00
A-14	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.5"	2,332	Tons	\$92.00	\$214,544.00	\$109.05	\$254,304.60	\$98.78	\$230,354.96	\$0.00	\$0.00
A-15	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,302	Tons	\$105.00	\$241,710.00	\$102.50	\$235,955.00	\$104.06	\$239,546.12	\$0.00	\$0.00
A-16	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	829	Tons	\$100.00	\$82,900.00	\$102.40	\$84,889.60	\$104.06	\$86,265.74	\$0.00	\$0.00
A-17	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=8-in (Commercial), Class "COC MS"	366	S.Y.	\$100.00	\$36,600.00	\$98.05	\$35,886.30	\$95.86	\$35,084.76	\$0.00	\$0.00
A-18	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	477	S.Y.	\$95.00	\$45,315.00	\$82.00	\$39,114.00	\$81.94	\$39,085.38	\$0.00	\$0.00
A-19	CMSC	601	Rock Channel Protection, #57 Stone	100	S.F.	\$6.00	\$600.00	\$11.00	\$1,100.00	\$8.57	\$857.00	\$0.00	\$0.00
A-20	CMSC	604	Curb and Gutter Inlet, Reconstructed to Grade	3	E.A.	\$850.00	\$2,550.00	\$809.05	\$2,427.15	\$8,500.00 A	\$25,500.00	\$0.00	\$0.00
A-21	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	54	E.A.	\$400.00	\$21,600.00	\$311.80	\$16,837.20	\$300.00	\$16,200.00	\$0.00	\$0.00
A-22	CMSC	606	Remove and Replace Guardrail, Per ODOT MGS 1.1	150	L.F.	\$30.00	\$4,500.00	\$37.65	\$5,647.50	\$36.75	\$5,512.50	\$0.00	\$0.00
A-23	CMSC	606	Anchor Assembly for Guardrail	5	E.A.	\$1,500.00	\$7,500.00	\$2,960.00	\$14,800.00	\$2,832.50	\$14,162.50	\$0.00	\$0.00
A-24	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	42	E.A.	\$300.00	\$12,600.00	\$77.40	\$3,250.80	\$230.00	\$9,660.00	\$0.00	\$0.00
A-25	CMSC	608	Detectable Warning System, 2' x 5', Per COC Std Dwg 1551, Type E, Red	2	E.A.	\$400.00	\$800.00	\$96.80	\$193.60	\$253.00	\$506.00	\$0.00	\$0.00
A-26	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10B	2,100	S.F.	\$12.00	\$25,200.00	\$9.50	\$19,950.00	\$11.95	\$25,095.00	\$0.00	\$0.00
A-27	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$12.00	\$50,400.00	\$9.50	\$39,900.00	\$9.29	\$39,018.00	\$0.00	\$0.00
A-28	CMSC	608	4" Concrete Walk, Class "COC 5", Per R-9	300	S.F.	\$12.00	\$3,600.00	\$9.00	\$2,700.00	\$13.23	\$3,969.00	\$0.00	\$0.00
A-29	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	10,008	L.F.	\$35.00	\$350,280.00	\$25.55	\$255,704.40	\$26.41	\$264,311.28	\$0.00	\$0.00
A-30	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=8"	890	L.F.	\$50.00	\$44,500.00	\$42.80	\$38,092.00	\$41.28	\$36,739.20	\$0.00	\$0.00
A-31	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	10,726	L.F.	\$30.00	\$321,780.00	\$23.00	\$246,698.00	\$23.54	\$252,490.04	\$0.00	\$0.00
A-32	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,350	L.F.	\$45.00	\$60,750.00	\$41.00	\$55,350.00	\$36.82	\$49,707.00	\$0.00	\$0.00
A-33	CMSC	609*	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	350	L.F.	\$45.00	\$15,750.00	\$41.00	\$14,350.00	\$42.99	\$15,046.50	\$0.00	\$0.00
A-34	CMSC	609	Concrete Curb & Gutter, Per R-5 (Continuous), T=8"	200	L.F.	\$25.00	\$5,000.00	\$29.90	\$5,980.00	\$37.99	\$7,598.00	\$0.00	\$0.00
A-35	CMSC	630	Remove and Relocate Signs, COTA Bus Stop	1	L.S.	\$400.00	\$400.00	\$1,451.00	\$1,451.00	\$1,390.50	\$1,390.50	\$0.00	\$0.00
A-36	CMSC	630	Remove and Relocate Signs, SR 256	1	L.S.	\$400.00	\$400.00	\$1,050.00	\$1,050.00	\$1,004.25	\$1,004.25	\$0.00	\$0.00
A-37	CMSC	644	Center Line, 4"	1.57	Mile	\$7,500.00	\$11,775.00	\$5,175.00	\$8,124.75	\$4,959.45	\$7,786.34 B	\$0.00	\$0.00
A-38	CMSC	644	Lane Line, 4"	1.07	Mile	\$2,300.00	\$2,461.00	\$2,140.00	\$2,289.80	\$2,049.70	\$2,193.18 B	\$0.00	\$0.00
A-39	CMSC	644	Transverse Line, 24"	140	L.F.	\$7.00	\$980.00	\$6.60	\$924.00	\$6.39	\$894.60	\$0.00	\$0.00
A-40	CMSC	644	Channelizing Line, 8"	1,154	L.F.	\$2.00	\$2,308.00	\$1.70	\$1,961.80	\$1.65	\$1,904.10	\$0.00	\$0.00
A-41	CMSC	644	Lane Arrow	36	Ea.	\$125.00	\$4,500.00	\$100.00	\$3,600.00	\$95.79	\$3,448.44	\$0.00	\$0.00
A-42	CMSC	644	Word on Pavement, 96", ONLY	5	Ea.	\$350.00	\$1,750.00	\$145.00	\$725.00	\$139.05	\$695.25	\$0.00	\$0.00
A-43	CMSC	644	Crosswalks, 12" White	1,790.00	L.F.	\$4.50	\$8,055.00	\$3.40	\$6,086.00	\$3.24	\$5,799.60	\$0.00	\$0.00
A-44	CMSC	644	Stop Bars, 24" White	310	L.F.	\$8.00	\$2,480.00	\$8.40	\$2,604.00	\$8.03	\$2,489.30	\$0.00	\$0.00
A-45	CMSC	653	Topsoil Furnished and Placed	21	C.Y.	\$80.00	\$1,680.00	\$78.20	\$1,642.20	\$72.10	\$1,514.10	\$0.00	\$0.00
A-46	CMSC	659	Seeding & Mulching	387	S.Y.	\$2.00	\$774.00	\$2.60	\$1,006.20	\$3.00	\$1,161.00	\$0.00	\$0.00
A-47	CMSC	901	8" Storm Pipe, SDR 35	10	L.F.	\$500.00	\$5,000.00	\$53.70	\$537.00	\$40.19	\$401.90	\$0.00	\$0.00
A-48	CMSC	SPEC	Concrete Bus Pad, Class "COC FS", Per COC Std Dwg 2332	160	S.Y.	\$120.00	\$19,200.00	\$75.95	\$12,152.00	\$135.78	\$21,724.80	\$0.00	\$0.00
A-49	SPEC	SPEC	Concrete Collar for Manhole, Per Detail	4	E.A.	\$1,000.00	\$4,000.00	\$1,075.00	\$4,300.00	\$897.85	\$3,591.40	\$0.00	\$0.00
A-50	SPEC	SPEC	Concrete Collar for Water Valve, Per Detail	4	E.A.	\$500.00	\$2,000.00	\$805.00	\$3,220.00	\$897.85	\$3,591.40	\$0.00	\$0.00
A-51	SPEC	SPEC	Concrete Collar for Monument Box	1	E.A.	\$500.00	\$500.00	\$805.00	\$805.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
A-52	CMSC	204*	Geogrid	1,000	S.Y.	\$2.00	\$2,000.00	\$1.80	\$1,800.00	\$2.92	\$2,920.00	\$0.00	\$0.00
A-53	CMSC	204*	Subgrade Compaction for Roadway	1,000	S.Y.	\$3.00	\$3,000.00	\$0.60	\$600.00	\$2.09	\$2,090.00	\$0.00	\$0.00
A-54	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$120.00	\$6,000.00	\$157.00	\$7,850.00	\$111.56	\$5,578.00	\$0.00	\$0.00
A-55	CMSC	253*	Arterial Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$135.00	\$6,750.00	\$166.80	\$8,340.00	\$175.00	\$8,750.00	\$0.00	\$0.00
A-56	CMSC	304*	Aggregate Base	100	C.Y.	\$55.00	\$5,500.00	\$48.00	\$4,800.00	\$60.00	\$6,000.00	\$0.00	\$0.00
A-57	CMSC	604*	Curb and Gutter Inlet, Reconstructed to Grade	5	E.A.	\$850.00	\$4,250.00	\$809.00	\$4,045.00	\$1,500.00	\$7,500.00	\$0.00	\$0.00
A-58	CMSC	604*	Curb and Gutter Inlet, Adjusted to Grade	10	E.A.	\$350.00	\$3,500.00	\$310.00	\$3,100.00	\$300.00	\$3,000.00	\$0.00	\$0.00
A-59	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	100	S.Y.	\$30.00	\$3,000.00	\$5.30	\$530.00	\$30.72	\$3,072.00	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$2,832,124.00		\$2,549,671.02		\$2,724,954.51		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$2,743,965.43 B		NA	
Contract A - Additional Bid 1 - Sidewalk Program Various Streets - Sidewalk Overview Exhibit													
A1-1	CMSC	608	Remove and Replace 4" Concrete Walk, Per R-9, COC 5	10,820	S.F.	\$11.00	\$119,020.00	\$12.00	\$129,840.00	\$11.06	\$119,669.20	\$0.00	\$0.00
A1-2	CMSC	608	Remove and Replace 6" Concrete Walk, Per R-9, COC MS	432	S.F.	\$12.00	\$5,184.00	\$11.85	\$5,119.20	\$15.44	\$6,670.08	\$0.00	\$0.00
*Contingency Items													
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =						\$124,204.00		\$134,959.20		\$126,339.28		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 1 =						NA		NA		NA		NA	

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Additional Bid 2													
A2-1	CMSC	630	Speed Hump Warning Sign	4	E.A.	\$250.00	\$1,000.00	\$833.00	\$3,332.00	\$798.25	\$3,193.00	\$0.00	\$0.00
A2-2	CMSC	SPEC	14' Speed Hump	10	E.A.	\$3,500.00	\$35,000.00	\$3,980.00	\$39,800.00	\$5,600.00	\$56,000.00	\$0.00	\$0.00
*Contingency Items						\$36,000.00 NA		\$43,132.00 NA		\$59,193.00 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =													
Contract A - Additional Bid 3													
A3-1	CMSC	254	Planing, To Concrete Base, 2.5"+/-	780	S.Y.	\$3.00	\$2,340.00	\$6.50	\$5,070.00	\$6.28	\$4,898.40	\$0.00	\$0.00
A3-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	156	Gal	\$4.50	\$702.00	\$3.40	\$530.40	\$4.25	\$663.00	\$0.00	\$0.00
A3-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	900	L.F.	\$3.50	\$3,150.00	\$5.00	\$4,500.00	\$4.60	\$4,140.00	\$0.00	\$0.00
A3-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	67	Tons	\$105.00	\$7,035.00	\$111.50	\$7,470.50	\$125.64	\$8,417.88	\$0.00	\$0.00
A3-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	45	Tons	\$100.00	\$4,500.00	\$126.00	\$5,670.00	\$125.64	\$5,653.80	\$0.00	\$0.00
A3-6	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	646	L.F.	\$30.00	\$19,380.00	\$32.50	\$20,995.00	\$29.90	\$19,315.40	\$0.00	\$0.00
*Contingency Items						\$37,107.00 NA		\$44,235.90 NA		\$43,088.08 \$43,088.48		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =													
Contract A - Additional Bid 4													
A4-1	CMSC	254	Pavement Planing, T=2.5"	2,667	S.Y.	\$3.00	\$8,001.00	\$2.60	\$6,934.20	\$3.45	\$9,201.15	\$0.00	\$0.00
A4-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	534	Gal	\$4.50	\$2,403.00	\$3.40	\$1,815.60	\$4.25	\$2,269.50	\$0.00	\$0.00
A4-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	228	Tons	\$105.00	\$23,940.00	\$99.90	\$22,777.20	\$107.77	\$24,571.56	\$0.00	\$0.00
A4-4	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	152	Tons	\$100.00	\$15,200.00	\$99.70	\$15,154.40	\$107.77	\$16,381.04	\$0.00	\$0.00
A4-5	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	2	E.A.	\$300.00	\$600.00	\$77.40	\$154.80	\$230.00	\$460.00	\$0.00	\$0.00
A4-6	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	300	S.F.	\$12.00	\$3,600.00	\$11.75	\$3,525.00	\$10.23	\$3,069.00	\$0.00	\$0.00
A4-7	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	200	L.F.	\$30.00	\$6,000.00	\$32.25	\$6,450.00	\$25.65	\$5,130.00	\$0.00	\$0.00
A4-8	CMSC	644	Crosswalks, 12" White	50	L.F.	\$4.50	\$225.00	\$3.40	\$170.00	\$3.24	\$162.00	\$0.00	\$0.00
*Contingency Items						\$59,969.00 NA		\$56,981.20 NA		\$61,244.25 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =													
Contract A - Additional Bid 5													
A1-1	CMSC	253*	Arterial Full Depth Pavement Repair (Spot)	74	S.Y.	\$135.00	\$9,990.00	\$181.50	\$13,431.00	\$175.00	\$12,950.00	\$0.00	\$0.00
A1-2	CMSC	254	Pavement Planing, T=3"	750	S.Y.	\$3.50	\$2,625.00	\$4.20	\$3,150.00	\$9.70	\$7,275.00	\$0.00	\$0.00
A1-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	150	Gal	\$4.50	\$675.00	\$3.40	\$510.00	\$4.25	\$637.50	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 70-22	65	Tons	\$115.00	\$7,475.00	\$128.00	\$8,320.00	\$138.33	\$8,991.45	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.5"	75	Tons	\$92.00	\$6,900.00	\$121.00	\$9,075.00	\$129.08	\$9,681.00	\$0.00	\$0.00
A1-6	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=8"	100	L.F.	\$50.00	\$5,000.00	\$44.70	\$4,470.00	\$48.73	\$4,873.00	\$0.00	\$0.00
A1-7	CMSC	644	Crosswalks, 12" White	288	L.F.	\$4.50	\$1,296.00	\$3.40	\$979.20	\$3.24	\$933.12	\$0.00	\$0.00
A1-8	CMSC	644	Stop Bars, 24" White	80	L.F.	\$8.00	\$640.00	\$8.40	\$672.00	\$8.03	\$642.40	\$0.00	\$0.00
*Contingency Items						\$34,601.00 NA		\$40,607.20 NA		\$45,983.47 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 5 =													
Contract A - Additional Bid 6													
A2-1	CMSC	254	Pavement Planing, T=2.5"	2,210	S.Y.	\$3.00	\$6,630.00	\$3.35	\$7,403.50	\$3.69	\$8,154.90	\$0.00	\$0.00
A2-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	442	Gal	\$6.00	\$2,652.00	\$3.40	\$1,502.80	\$4.25	\$1,878.50	\$0.00	\$0.00
A2-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	189	Tons	\$105.00	\$19,845.00	\$102.80	\$19,429.20	\$112.31	\$21,226.59	\$0.00	\$0.00
A2-4	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	126	Tons	\$100.00	\$12,600.00	\$103.00	\$12,978.00	\$112.31	\$14,151.06	\$0.00	\$0.00
A2-5	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	4	E.A.	\$300.00	\$1,200.00	\$77.40	\$309.60	\$230.00	\$920.00	\$0.00	\$0.00
A2-6	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	600	S.F.	\$12.00	\$7,200.00	\$9.50	\$5,700.00	\$12.31	\$7,386.00	\$0.00	\$0.00
A2-7	CMSC	609*	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	50	L.F.	\$45.00	\$2,250.00	\$46.50	\$2,325.00	\$58.36	\$2,918.00	\$0.00	\$0.00
A2-8	CMSC	644	Crosswalks, 12" White	100	L.F.	\$4.50	\$450.00	\$3.40	\$340.00	\$3.24	\$324.00	\$0.00	\$0.00
A2-9	CMSC	644	Transverse Line, 4", White	200	L.F.	\$3.00	\$600.00	\$2.40	\$480.00	\$2.32	\$464.00	\$0.00	\$0.00
A2-10	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$100.00	\$400.00	\$118.00	\$472.00	\$113.30	\$453.20	\$0.00	\$0.00
A2-11	SPEC	SPEC	Parking Blocks, Per Detail	4	E.A.	\$100.00	\$400.00	\$235.00	\$940.00	\$110.00	\$440.00	\$0.00	\$0.00
A2-12	SPEC	SPEC	Concrete Collar for Catch Basin, Per Detail	1	E.A.	\$500.00	\$500.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
A2-13	SPEC	SPEC	Concrete Collar for Manhole, Per Detail	1	E.A.	\$500.00	\$500.00	\$1,050.00	\$1,050.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
*Contingency Items						\$55,227.00 NA		\$53,980.10 NA		\$60,316.25 NA		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 6 =													
Contract A - Additional Bid 7													
A3-1	CMSC	203	Roadway Excavation, Including Pavement Removal	1,601	C.Y.	\$30.00	\$48,030.00	\$26.00	\$41,626.00	\$30.79	\$49,294.79	\$0.00	\$0.00
A3-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	5,010	S.Y.	\$2.50	\$12,525.00	\$1.90	\$9,519.00	\$2.92	\$14,629.20	\$0.00	\$0.00
A3-3	CMSC	301	Asphalt Concrete Base, T=3"	856	Tons	\$85.00	\$72,760.00	\$83.15	\$71,176.40	\$84.22	\$72,092.32	\$0.00	\$0.00
A3-4	CMSC	304	Aggregate Base, T=6"	835	C.Y.	\$55.00	\$45,925.00	\$54.00	\$45,090.00	\$50.76	\$42,384.60	\$0.00	\$0.00
A3-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	501	Gal	\$4.50	\$2,254.50	\$3.40	\$1,703.40	\$4.25	\$2,129.25	\$0.00	\$0.00
A3-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	428	Tons	\$105.00	\$44,940.00	\$99.55	\$42,607.40	\$98.46	\$42,140.88	\$0.00	\$0.00
A3-7	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	2	E.A.	\$400.00	\$800.00	\$311.75	\$623.50	\$300.00	\$600.00	\$0.00	\$0.00
A3-8	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	200	L.F.	\$45.00	\$9,000.00	\$42.50	\$8,500.00	\$46.05	\$9,210.00	\$0.00	\$0.00
A3-9	CMSC	644	Crosswalks, 12" White	150	L.F.	\$4.50	\$675.00	\$3.35	\$502.50	\$3.24	\$486.00	\$0.00	\$0.00
A3-10	CMSC	644	Stop Bars, 24" White	15	L.F.	\$8.00	\$120.00	\$8.20	\$123.00	\$8.03	\$120.45	\$0.00	\$0.00
*Contingency Items						\$237,029.50 NA		\$221,471.20 NA		\$233,091.77 \$233,087.49		No Bid NA	
BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 7 =													

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145			
						Price	Extension	Price	Extension	Price	Extension	Price	Extension		
Contract A - Additional Bid 8															
A4-1	CMSC	203	Roadway Excavation, Including Pavement Removal	1,786	C.Y.	\$30.00	\$53,580.00	\$25.20	\$45,007.20	\$38.84	\$69,368.24	\$0.00	\$0.00		
A4-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	5,590	S.Y.	\$2.50	\$13,975.00	\$1.85	\$10,341.50	\$2.92	\$16,322.80	\$0.00	\$0.00		
A4-3	CMSC	301	Asphalt Concrete Base, T=3"	955	Tons	\$85.00	\$81,175.00	\$81.70	\$78,023.50	\$85.35	\$81,509.25	\$0.00	\$0.00		
A4-4	CMSC	304	Aggregate Base, T=6"	932	C.Y.	\$55.00	\$51,260.00	\$54.00	\$50,328.00	\$49.72	\$46,339.04	\$0.00	\$0.00		
A4-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	559	Gal	\$4.50	\$2,515.50	\$3.35	\$1,872.65	\$4.25	\$2,375.75	\$0.00	\$0.00		
A4-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	478	Tons	\$105.00	\$50,190.00	\$98.15	\$46,915.70	\$99.60	\$47,608.80	\$0.00	\$0.00		
A4-7	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	191	S.Y.	\$95.00	\$18,145.00	\$88.00	\$16,808.00	\$82.71	\$15,797.61	\$0.00	\$0.00		
A4-8	CMSC	608	Detectable Warning System, 2' x 4', Per COC Std Dwg 1551, Type E, Red	6	E.A.	\$300.00	\$1,800.00	\$77.40	\$464.40	\$230.00	\$1,380.00	\$0.00	\$0.00		
A4-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	900	S.F.	\$12.00	\$10,800.00	\$9.65	\$8,685.00	\$9.91	\$8,919.00	\$0.00	\$0.00		
A4-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	3,967	L.F.	\$30.00	\$119,010.00	\$22.05	\$87,472.35	\$24.41	\$96,834.47	\$0.00	\$0.00		
A4-11	CMSC	644	Crosswalks, 12" White	150	L.F.	\$4.50	\$675.00	\$3.25	\$487.50	\$3.24	\$486.00	\$0.00	\$0.00		
A4-12	CMSC	644	Stop Bars, 24" White	15	L.F.	\$8.00	\$120.00	\$8.25	\$123.75	\$8.03	\$120.45	\$0.00	\$0.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 8 =		\$403,245.50 NA		\$346,529.55 NA		\$387,071.41 \$387,061.41 c		No Bid NA	
Contract A - Additional Bid 9															
A1-1	CMSC	203	Roadway Excavation, Including Pavement Removal	767	C.Y.	\$30.00	\$23,010.00	\$27.15	\$20,824.05	\$33.40	\$25,617.80	\$0.00	\$0.00		
A1-2	CMSC	204*	Geogrid: Tensor BX-1300, or Approved Equal	2,400	S.Y.	\$2.50	\$6,000.00	\$1.90	\$4,560.00	\$2.92	\$7,008.00	\$0.00	\$0.00		
A1-3	CMSC	301	Asphalt Concrete Base, T=3"	410	Tons	\$85.00	\$34,850.00	\$80.90	\$33,169.00	\$89.33	\$36,625.30	\$0.00	\$0.00		
A1-4	CMSC	304	Aggregate Base, T=6"	400	C.Y.	\$55.00	\$22,000.00	\$54.00	\$21,600.00	\$53.26	\$21,304.00	\$0.00	\$0.00		
A1-5	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	240	Gal	\$4.50	\$1,080.00	\$3.30	\$792.00	\$4.25	\$1,020.00	\$0.00	\$0.00		
A1-6	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	205	Tons	\$105.00	\$21,525.00	\$100.20	\$20,541.00	\$103.58	\$21,233.90	\$0.00	\$0.00		
A1-7	CMSC	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), Class "COC MS"	76	S.Y.	\$95.00	\$7,220.00	\$87.40	\$6,642.40	\$90.01	\$6,840.76	\$0.00	\$0.00		
A1-8	CMSC	604	Curb and Gutter Inlet, Adjusted to Grade	1	E.A.	\$400.00	\$400.00	\$311.75	\$311.75	\$300.00	\$300.00	\$0.00	\$0.00		
A1-9	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-5 (Continuous), T=6"	1,771	L.F.	\$30.00	\$53,130.00	\$25.60	\$45,337.60	\$29.29	\$51,872.59	\$0.00	\$0.00		
A1-10	CMSC	644	Crosswalks, 12" White	50	L.F.	\$4.50	\$225.00	\$3.40	\$170.00	\$3.24	\$162.00	\$0.00	\$0.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 9 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 9 =		\$169,440.00 NA		\$153,947.80 NA		\$171,984.35 NA		No Bid NA	
Contract A - Additional Bid 10															
A2-1	CMSC	201	Clearing and Grubbing	1	L.S.	\$10,000.00	\$10,000.00	\$200.00	\$200.00	\$3,695.23	\$3,695.23	\$0.00	\$0.00		
A2-2	CMSC	202	4' Wide Concrete Sidewalk Removed	260	S.F.	\$4.00	\$1,040.00	\$4.40	\$1,144.00	\$4.75	\$1,235.00	\$0.00	\$0.00		
A2-3	CMSC	202	Asphalt Driveway Removed	115	S.Y.	\$12.00	\$1,380.00	\$29.40	\$3,381.00	\$25.67	\$2,952.05	\$0.00	\$0.00		
A2-4	CMSC	202	Curb Removed	30	L.F.	\$10.00	\$300.00	\$21.00	\$630.00	\$19.40	\$582.00	\$0.00	\$0.00		
A2-5	CMSC	202	Concrete Curb Ramp Removed	45	S.F.	\$4.00	\$180.00	\$4.45	\$200.25	\$10.26	\$461.70	\$0.00	\$0.00		
A2-6	CMSC	203*	Increase or Decrease in Excavation or Backfill	100	C.Y.	\$50.00	\$5,000.00	\$67.40	\$6,740.00	\$46.55	\$4,655.00	\$0.00	\$0.00		
A2-7	CMSC	203	Excavation and Embankment	515	C.Y.	\$50.00	\$25,750.00	\$58.30	\$30,024.50	\$56.91	\$29,308.65	\$0.00	\$0.00		
A2-8	CMSC	207	Sediment & Erosion Control	1	L.S.	\$3,500.00	\$3,500.00	\$790.00	\$790.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00		
A2-9	CMSC	452	Concrete Drive Approach, Per R-12, Class MS	115	S.Y.	\$100.00	\$11,500.00	\$75.90	\$8,728.50	\$113.48	\$13,050.20 B	\$0.00	\$0.00		
A2-10	CMSC	604	Manhole Adjust to Grade	1	E.A.	\$750.00	\$750.00	\$310.00	\$310.00	\$668.83	\$668.83	\$0.00	\$0.00		
A2-11	CMSC	604	Catch Basin, Reconstruct to Grade	2	E.A.	\$1,500.00	\$3,000.00	\$285.00	\$570.00	\$977.66	\$1,955.32	\$0.00	\$0.00		
A2-12	CMSC	604	Catch Basin, Replace Grate with Solid Lid	2	E.A.	\$750.00	\$1,500.00	\$607.00	\$1,214.00	\$730.42	\$1,460.84	\$0.00	\$0.00		
A2-13	CMSC	604	Standard Catch Basin with Window, Per ST-13	2	E.A.	\$2,800.00	\$5,600.00	\$2,300.00	\$4,600.00	\$2,087.81	\$4,175.62	\$0.00	\$0.00		
A2-14	CMSC	605	4" Underdrain, As Per Plan	330	L.F.	\$12.50	\$4,125.00	\$6.70	\$2,211.00	\$14.66	\$4,837.80	\$0.00	\$0.00		
A2-15	CMSC	608	8' Wide Asphalt Shared Use Path, Per R-20	5,590	S.F.	\$6.50	\$36,335.00	\$4.75	\$26,552.50	\$4.60	\$25,714.00	\$0.00	\$0.00		
A2-16	CMSC	608	Concrete Curb Ramp, Per R-10	690	S.F.	\$13.00	\$8,970.00	\$8.10	\$5,589.00	\$11.86	\$8,183.40	\$0.00	\$0.00		
A2-17	CMSC	608	Detectable Warning (2'x8'), Per COC 1551, Type E, Red	7	E.A.	\$500.00	\$3,500.00	\$154.80	\$1,083.60	\$460.00	\$3,220.00	\$0.00	\$0.00		
A2-18	CMSC	614	Maintaining Traffic, As Per Plan	1	L.S.	\$15,000.00	\$15,000.00	\$6,335.25	\$6,335.25	\$15,000.00	\$15,000.00	\$0.00	\$0.00		
A2-19	CMSC	623	Construction Layout Stakes	1	L.S.	\$6,000.00	\$6,000.00	\$1,159.25	\$1,159.25	\$4,000.00	\$4,000.00	\$0.00	\$0.00		
A2-20	CMSC	630	Remove and Re-Erect Existing Sign	1	E.A.	\$1,000.00	\$1,000.00	\$924.60	\$924.60	\$587.10	\$587.10	\$0.00	\$0.00		
A2-21	CMSC	641	Removal of Pavement Markings (Ex. Crosswalk)(Per 614.11.G.1.a)	75	L.F.	\$2.00	\$150.00	\$11.30	\$847.50	\$10.81	\$810.75	\$0.00	\$0.00		
A2-22	CMSC	644	Crosswalk Line, 12"	75	L.F.	\$4.00	\$300.00	\$3.40	\$255.00	\$3.24	\$243.00	\$0.00	\$0.00		
A2-23	CMSC	659	Seeding and Mulching	1,100	S.Y.	\$2.00	\$2,200.00	\$12.60	\$13,860.00	\$3.00	\$3,300.00	\$0.00	\$0.00		
A2-24	CMSC	809	Fire Hydrant, Removed and Delivered to City	1	E.A.	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$1,751.62	\$1,751.62	\$0.00	\$0.00		
A2-25	CMSC	809	Fire Hydrant, Type A, Per WA-10 (including Anchor Tee, Valve & 6" Lead)	1	E.A.	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,910.94	\$9,910.94	\$0.00	\$0.00		
A2-26	CMSC	901	12" Storm Sewer, Per 706.02, W/ Item 911 Backfill	10	L.F.	\$150.00	\$1,500.00	\$191.25	\$1,912.50	\$172.06	\$1,720.60	\$0.00	\$0.00		
A2-27		SPEC*	Landscape Allowance	1	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00		
A2-28		SPEC	Timber Pedestrian Fence, As Per Plan	445	L.F.	\$180.00	\$80,100.00	\$153.75	\$68,418.75	\$143.00	\$63,635.00	\$0.00	\$0.00		
A2-29		SPEC	Dry Laid Block Retaining Wall, As Per Plan	480	S.F.	\$100.00	\$48,000.00	\$92.05	\$44,184.00	\$86.46	\$41,500.80	\$0.00	\$0.00		
A2-30		SPEC	Force Account	1	L.S.	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 10 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 10 =		\$348,180.00 NA		\$304,065.20 NA		\$312,115.55 \$312,115.45 B		No Bid NA	

CITY OF REYNOLDSBURG, OHIO

2022 Street Program

EMH&T JN: 2021-1264

Bids Received: April 8, 2022

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145													
						Price	Extension	Price	Extension	Price	Extension	Price	Extension												
Contract A - Additional Bid 11																									
A3-1	CMSC	202	Curb, Removed	990	L.F.	\$12.00	\$11,880.00	\$12.00	\$11,880.00	\$12.58	\$12,454.20	\$0.00	\$0.00												
A3-2	CMSC	203	Excavation & Embankment, Including Pavement & Concrete Sidewalk Removal	1,100	C.Y.	\$55.00	\$60,500.00	\$42.00	\$46,200.00	\$48.86	\$53,746.00	\$0.00	\$0.00												
A3-3	CMSC	203	Excavation, Parking Lot Islands	370	C.Y.	\$75.00	\$27,750.00	\$42.00	\$15,540.00	\$40.15	\$14,855.50	\$0.00	\$0.00												
A3-4	CMSC	204	Subgrade Compaction	3,550	S.Y.	\$3.00	\$10,650.00	\$1.50	\$5,325.00	\$1.49	\$5,289.50	\$0.00	\$0.00												
A3-5	CMSC	254	Pavement Planing, T=1.5"±	2,730	S.Y.	\$3.00	\$8,190.00	\$3.25	\$8,872.50	\$2.99	\$8,162.70	\$0.00	\$0.00												
A3-6	CMSC	301	Bituminous Aggregate Base, T=3"	190	C.Y.	\$195.00	\$37,050.00	\$195.00	\$37,050.00	\$196.62	\$37,357.80	\$0.00	\$0.00												
A3-7	CMSC	304	Aggregate Base, T=6"	370	C.Y.	\$55.00	\$20,350.00	\$60.00	\$22,200.00	\$56.66	\$20,964.20	\$0.00	\$0.00												
A3-8	CMSC	407	Trackless Track Coat (0.1Gal/S.Y.)	500	Gal	\$4.50	\$2,250.00	\$3.50	\$1,750.00	\$4.25	\$2,125.00	\$0.00	\$0.00												
A3-9	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), T=1.5", PG 64-22	210	C.Y.	\$220.00	\$46,200.00	\$232.50	\$48,825.00	\$225.12	\$47,275.20	\$0.00	\$0.00												
A3-10	CMSC	452	Non-Reinforced Concrete Pavement, COC 6, Per R-2C	1,370	S.Y.	\$110.00	\$150,700.00	\$58.00	\$79,460.00	\$53.19	\$72,870.30	\$0.00	\$0.00												
A3-11	CMSC	607	Decorative Metal Fence, incl. Pedestrian Gates, Per Detail	510	L.F.	\$100.00	\$51,000.00	\$185.00	\$94,350.00	\$180.60	\$92,106.00	\$0.00	\$0.00												
A3-12	CMSC	607	Brick Column Support for Fence, Per Detail	9	Ea.	\$3,700.00	\$33,300.00	\$9,500.00	\$85,500.00	\$10,000.00	\$90,000.00	\$0.00	\$0.00												
A3-13	CMSC	607	Fence, Type CLT, Per Detail	470	L.F.	\$50.00	\$23,500.00	\$62.00	\$29,140.00	\$60.90	\$28,623.00	\$0.00	\$0.00												
A3-14	CMSC	608	Detectable Warning System, 2' x 4' Per City of Columbus 1551, Type E, Red	3	Ea.	\$250.00	\$750.00	\$75.00	\$225.00	\$230.00	\$690.00	\$0.00	\$0.00												
A3-15	CMSC	608	Concrete Sidewalk, Per R-9	690	S.F.	\$8.00	\$5,520.00	\$10.00	\$6,900.00	\$7.07	\$4,878.30	\$0.00	\$0.00												
A3-16	CMSC	608	Concrete Curb Ramp, Per R-10A	170	S.F.	\$12.00	\$2,040.00	\$8.00	\$1,360.00	\$10.50	\$1,785.00	\$0.00	\$0.00												
A3-17	CMSC	609	Concrete Curb, Straight 18", Per R-8	1,300	L.F.	\$35.00	\$45,500.00	\$26.00	\$33,800.00	\$16.78	\$21,814.00	\$0.00	\$0.00												
A3-18	CMSC	630	Handicapped Parking Sign with Support	1	Ea.	\$750.00	\$750.00	\$950.00	\$950.00	\$937.30	\$937.30	\$0.00	\$0.00												
A3-19	CMSC	644	Handicap Symbol Marking, White	1	Ea.	\$110.00	\$110.00	\$123.00	\$123.00	\$118.45	\$118.45	\$0.00	\$0.00												
A3-20	CMSC	644	Parking Lot Transverse Lines, 6", White	300	L.F.	\$2.50	\$750.00	\$3.00	\$900.00	\$2.99	\$897.00	\$0.00	\$0.00												
A3-21	CMSC	644	Parking Lot Striping, 4", White	1,132	L.F.	\$2.50	\$2,830.00	\$2.25	\$2,547.00	\$2.32	\$2,626.24	\$0.00	\$0.00												
A3-22	CMSC	646	Parking Lot Transverse Lines, 6", White	100	L.F.	\$2.50	\$250.00	\$3.75	\$375.00	\$3.60	\$360.00	\$0.00	\$0.00												
A3-23	CMSC	646	Parking Lot Striping, 4", White	1,692	L.F.	\$2.50	\$4,230.00	\$3.25	\$5,499.00	\$3.30	\$5,583.60	\$0.00	\$0.00												
A3-24	CMSC	653	Topsoil, Furnished and Placed, T=3"	60	C.Y.	\$73.00	\$4,380.00	\$75.00	\$4,500.00	\$72.10	\$4,326.00	\$0.00	\$0.00												
A3-25	CMSC	659	Seeding and Mulching	620	S.Y.	\$3.00	\$1,860.00	\$2.00	\$1,240.00	\$3.00	\$1,860.00	\$0.00	\$0.00												
A3-26	-	SPEC	Dumpster Gate & Enclosure, Per Detail	2	Ea.	\$3,300.00	\$6,600.00	\$20,000.00	\$40,000.00	\$17,325.00	\$34,650.00	\$0.00	\$0.00												
A3-27	-	SPEC	Parking Blocks , Removed and Replaced	52	Ea.	\$100.00	\$5,200.00	\$88.00	\$4,576.00	\$80.00	\$4,160.00	\$0.00	\$0.00												
A3-28	-	SPEC*	Parking Blocks , New	4	Ea.	\$150.00	\$600.00	\$143.00	\$572.00	\$110.00	\$440.00	\$0.00	\$0.00												
A3-29	-	SPEC	Carport Structure	1	L.S.	\$275,000.00	\$275,000.00	\$439,000.00	\$439,000.00	\$820,262.20	\$820,262.20	\$0.00	\$0.00												
A3-30	-	SPEC	Allowance for Security Features (incl. Vehicular Sliding Parking Lot Gates and Vehicular/Pedestrain Keycard Readers)	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00												
A3-31	CMSC	661	Quercus rubra, Red Oak, 2.5" Cal., B&B	3	Ea.	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$963.05	\$2,889.15	\$0.00	\$0.00												
A3-32	CMSC	661	Picea abies, Norway Spruce, 6' Ht., B&B	6	Ea.	\$500.00	\$3,000.00	\$700.00	\$4,200.00	\$679.80	\$4,078.80	\$0.00	\$0.00												
A3-33	CMSC	661	Thuja x 'Green Giant', Green Giant Arborvitae, 6' Ht., B&B	12	Ea.	\$300.00	\$3,600.00	\$725.00	\$8,700.00	\$695.25	\$8,343.00	\$0.00	\$0.00												
A3-34	CMSC	661	Buxus x 'Green Velvet', Green Velvet Boxwood, 24" Ht., Cont.	20	Ea.	\$150.00	\$3,000.00	\$177.00	\$3,540.00	\$169.95	\$3,399.00	\$0.00	\$0.00												
A3-35	CMSC	661	Spiraea x Bumalda 'Goldmound', Gold Mound Spirea, 24" Ht., #3 Cont.	15	Ea.	\$60.00	\$900.00	\$59.00	\$885.00	\$56.65	\$849.75	\$0.00	\$0.00												
A3-36	CMSC	661	Viburnum carlesii, Koreanspice Viburnum, 30" Ht., #5 Cont.	8	Ea.	\$135.00	\$1,080.00	\$139.00	\$1,112.00	\$133.90	\$1,071.20	\$0.00	\$0.00												
A3-37	CMSC	661	Viburnum x juddii, Judd Viburnum, 36" Ht., Cont.	8	Ea.	\$150.00	\$1,200.00	\$172.00	\$1,376.00	\$164.80	\$1,318.40	\$0.00	\$0.00												
A3-38	CMSC	SPEC	Decorative Gravel	130	Ton	\$160.00	\$20,800.00	\$168.00	\$21,840.00	\$95.00	\$12,350.00	\$0.00	\$0.00												
A3-39	CMSC	202	Curb and Gutter Inlet, Removed	1	Ea.	\$530.00	\$530.00	\$550.00	\$550.00	\$593.90	\$593.90	\$0.00	\$0.00												
A3-40	CMSC	604	Catch Basin, Per ST-13, 2' x2'	1	Ea.	\$2,100.00	\$2,100.00	\$1,600.00	\$1,600.00	\$1,727.81	\$1,727.81	\$0.00	\$0.00												
A3-41	CMSC	604	12" Nyoplast Yard Drain	2	Ea.	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$1,121.90	\$2,243.80	\$0.00	\$0.00												
A3-42	CMSC	604	Curb and Gutter Inlet, Per ST-10	1	Ea	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$2,183.81	\$2,183.81	\$0.00	\$0.00												
A3-43	CMSC	901	8" Storm Sewer with Type 1 Bedding and Type A Backfill, Per ST-1	80	L.F.	\$80.00	\$6,400.00	\$19.00	\$1,520.00	\$86.64	\$6,931.20	\$0.00	\$0.00												
A3-44	CMSC	901	12" Storm Sewer with Type 1 Bedding and Type A Backfill, Per ST-1	190	L.F.	\$100.00	\$19,000.00	\$85.00	\$16,150.00	\$93.97	\$17,854.30	\$0.00	\$0.00												
A3-45	CMSC	807*	Water Valve Box, Adjusted to Grade	2	Ea.	\$200.00	\$400.00	\$200.00	\$400.00	\$185.21	\$370.42	\$0.00	\$0.00												
A3-46	CMSC	809	Fire Hydrant, Relocated, Per WA-14	1	Ea.	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$4,492.94	\$4,492.94	\$0.00	\$0.00												
A3-47	-	SPEC	Site Lighting & Electrical, As Per Plan	1	L.S.	\$140,000.00	\$140,000.00	\$220,000.00	\$220,000.00	\$215,000.00	\$215,000.00	\$0.00	\$0.00												
A3-48	CMSC	201	Clearing and Grubbing, Including Tree Removal	1	L.S.	\$20,000.00	\$20,000.00	\$4,300.00	\$4,300.00	\$12,000.00	\$12,000.00	\$0.00	\$0.00												
A3-49	CMSC	207	Sediment and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00												
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 11 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 11 =		\$1,140,000.00 NA		\$1,393,332.50 NA .		\$1,752,414.97 NA		No Bid NA											
Contract B																									
C-1	RS	SPEC	Reclamite, Asphalt Rejuvenating Agent	50,250	S.Y.	\$1.05	\$52,762.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.05	\$52,762.50												
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B = CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		\$52,762.50 NA		No Bid NA		No Bid NA		\$52,762.50 NA											
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder																								
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder																								
						BIDDER'S TOTAL FOR CONTRACT A =		\$5,477,127.00		\$5,342,912.87		\$5,977,796.89		No Bid											
						BIDDER'S TOTAL FOR CONTRACT B =		\$52,762.50		No Bid		No Bid		\$52,762.50											
						BIDDER'S TOTAL FOR ALL WORK =		\$5,529,889.50		\$5,342,912.87		\$5,977,796.89		\$52,762.50											
						BY: 																			
						Nicholas D. Mill, PE																			
						Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																			

Attachment: 2022 Reynoldsburg Street Maintenance Program (Bid Tab) (53-2022 : 2022 Sidewalk Improvement Project)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: 2022 Street Improvement Project (Priestley Drive Speed Tables)**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH STRAWSER PAVING COMPANY PERTAINING TO THE INSTALLATION OF
SPEED TABLES ON PRIESTLEY DRIVE, APPROPRIATING FUNDS, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg and the City's Transportation Committee have been evaluating vehicular speeds along Priestley Drive (Waggoner Road to Marble Park Avenue) over the past two years; and

WHEREAS, several options have been considered and others implemented including a Rapid Flashing Light Emitting Diode (LED) stop sign at one three way intersection; and

WHEREAS, the residents within this area have been actively engaged in the process via public meetings and direct mailings; and

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

WHEREAS, the City Engineer has provided an exhibit illustrating the location of proposed speed tables along Priestley Drive (Waggoner Road to Quarry Park Drive) and the adjacent neighborhood to the north.

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

SECTION 1. That the Mayor is hereby authorized to enter into contract with Strawser Paving Company for the 2022 Street Improvement Project (Contract A) for \$15,868.60 for the installation of speed tables on Priestley Drive.

SECTION 2. That three (3) speed tables will be installed along Priestley Drive from Waggoner Road to Quarry Park Drive as directed by City Council.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Note: Speed Hump Pavement Markings are to be placed per OMUTCD Section 3B.25.
Option A, B, or C

Additional Bid 2 - Priestly Drive Speed Improvements - Exhibit A-14			
Item No.	Description	Quantity	Units
630	Speed Hump Warning Sign	4	E.A.
SPEC	14' Speed Hump	10	E.A.



CITY OF REYNOLDSBURG, OHIO
EXHIBIT
FOR
2022 STREET PROGRAM
EXHIBIT A-14 - PRIESTLY DRIVE SPEED
HUMP IMPROVEMENTS

EMHIT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

DATE: MARCH, 2022

SCALE: 1" = 200'

JOB NO.: 20211264



Start: 2020-03-24

End: 2020-06-22

Times: 0:00-23:59

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Overall Summary

Total Days of Data: 31

Speed Limit: 25

Average Speed: 27.24

50th Percentile Speed: 26.54

85th Percentile Speed: 28.95

Pace Speed Range: 24-34

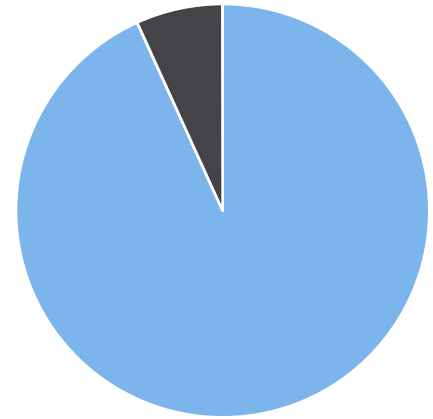
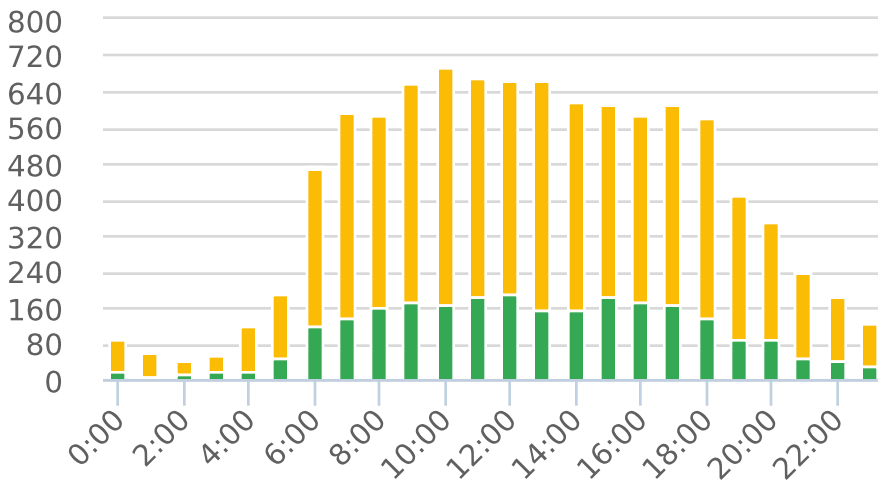
Minimum Speed: 25

Maximum Speed: 62

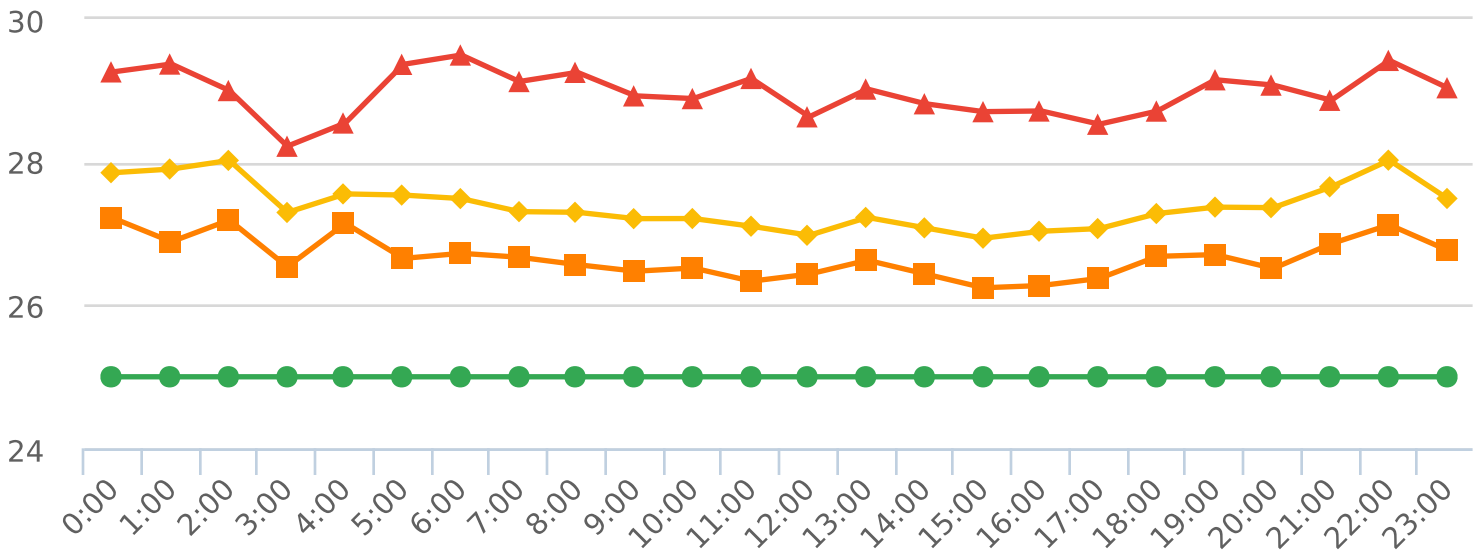
Display Mode: Speed Display

Average Volume per Day: 320.0

Total Volume: 9920



■ Violators
 ■ Inside Threshold
 ■ Compliant
 ■ Vehicles Slowed
 ■ Other



● Speed Limit
 ◆ Average Speed
 ■ 50% Speed
 ▲ 85% Speed

Attachment: Priestley ATS (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2020-03-24

End: 2020-06-22

Times: 0:00-23:59

Extended Speed Summary

7910 Priestley Drive, W

11.4.b

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	88	1	1.1%	3.1	0.0	25	36	27.9	27.2	29.3	97.8%
1:00	Speed Display	25	62	0	0.0%	2.2	0.0	25	35	27.9	26.9	29.4	88.7%
2:00	Speed Display	25	42	0	0.0%	1.5	0.0	25	34	28.0	27.2	29.0	83.3%
3:00	Speed Display	25	54	0	0.0%	1.9	0.0	25	35	27.3	26.5	28.2	92.6%
4:00	Speed Display	25	117	0	0.0%	4.2	0.0	25	35	27.6	27.1	28.5	94.1%
5:00	Speed Display	25	191	2	1.0%	6.8	0.1	25	37	27.5	26.7	29.4	94.3%
6:00	Speed Display	25	477	7	1.5%	17.7	0.3	25	42	27.5	26.7	29.5	96.0%
7:00	Speed Display	25	601	8	1.3%	22.3	0.3	25	47	27.3	26.7	29.1	95.5%
8:00	Speed Display	25	589	4	0.7%	21.0	0.1	25	38	27.3	26.6	29.3	96.0%
9:00	Speed Display	25	663	4	0.6%	23.7	0.1	25	39	27.2	26.5	28.9	95.2%
10:00	Speed Display	25	696	2	0.3%	24.9	0.1	25	38	27.2	26.5	28.9	94.1%
11:00	Speed Display	25	673	5	0.7%	23.2	0.2	25	37	27.1	26.3	29.2	94.2%
12:00	Speed Display	25	663	2	0.3%	22.9	0.1	25	36	27.0	26.4	28.6	91.3%
13:00	Speed Display	25	665	4	0.6%	22.2	0.1	25	37	27.2	26.6	29.0	90.7%
14:00	Speed Display	25	618	4	0.6%	21.3	0.1	25	38	27.1	26.4	28.8	95.1%
15:00	Speed Display	25	611	3	0.5%	21.1	0.1	25	39	26.9	26.2	28.7	93.2%
16:00	Speed Display	25	592	3	0.5%	20.4	0.1	25	41	27.0	26.3	28.7	92.4%
17:00	Speed Display	25	619	6	1.0%	21.3	0.2	25	62	27.1	26.4	28.5	90.1%
18:00	Speed Display	25	583	4	0.7%	20.1	0.1	25	38	27.3	26.7	28.7	90.9%
19:00	Speed Display	25	410	3	0.7%	14.1	0.1	25	39	27.4	26.7	29.2	91.7%
20:00	Speed Display	25	352	5	1.4%	12.6	0.2	25	40	27.4	26.5	29.1	91.2%
21:00	Speed Display	25	243	6	2.5%	8.7	0.2	25	42	27.7	26.9	28.9	91.4%
22:00	Speed Display	25	185	4	2.2%	6.6	0.1	25	52	28.0	27.1	29.4	94.1%
23:00	Speed Display	25	126	2	1.6%	4.5	0.1	25	39	27.5	26.8	29.0	94.5%
Total Volumes/ Avg			9920	79	0.8%	348.3	2.7	25	62	27.4	26.7	29.0	92.9%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			9920	79	0.8%	348.3	2.7	25	62	27.4	26.7	29.0	92.9%

Attachment: Priestley ATS (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2017-10-27

End: 2017-11-03

Times: 0:00-23:59

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Overall Summary

Total Days of Data: 8

Speed Limit: 25

Average Speed: 18.3

50th Percentile Speed: 19.62

85th Percentile Speed: 24.93

Pace Speed Range: 16-26

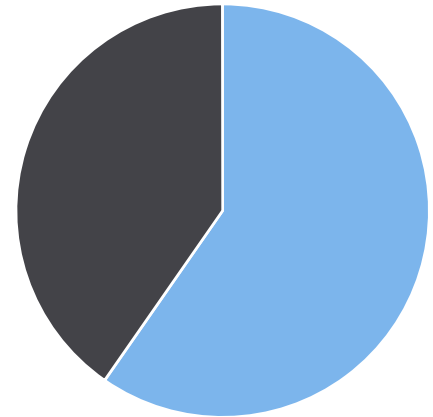
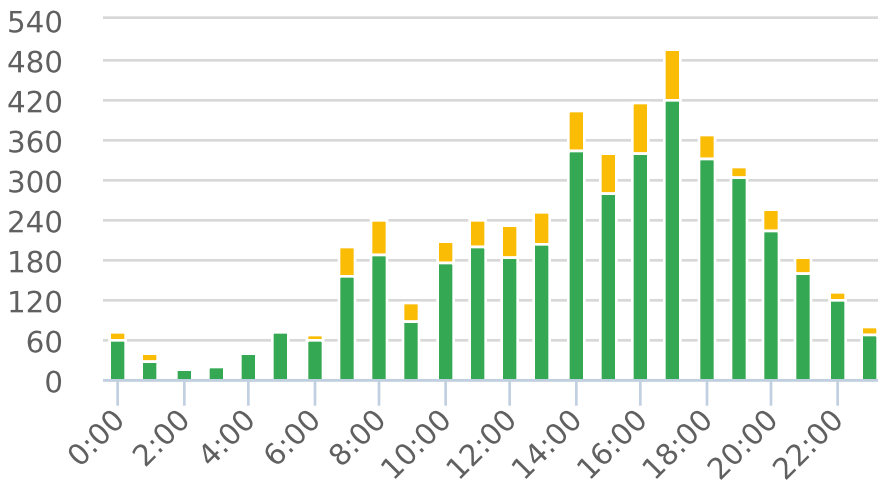
Minimum Speed: 5

Maximum Speed: 39

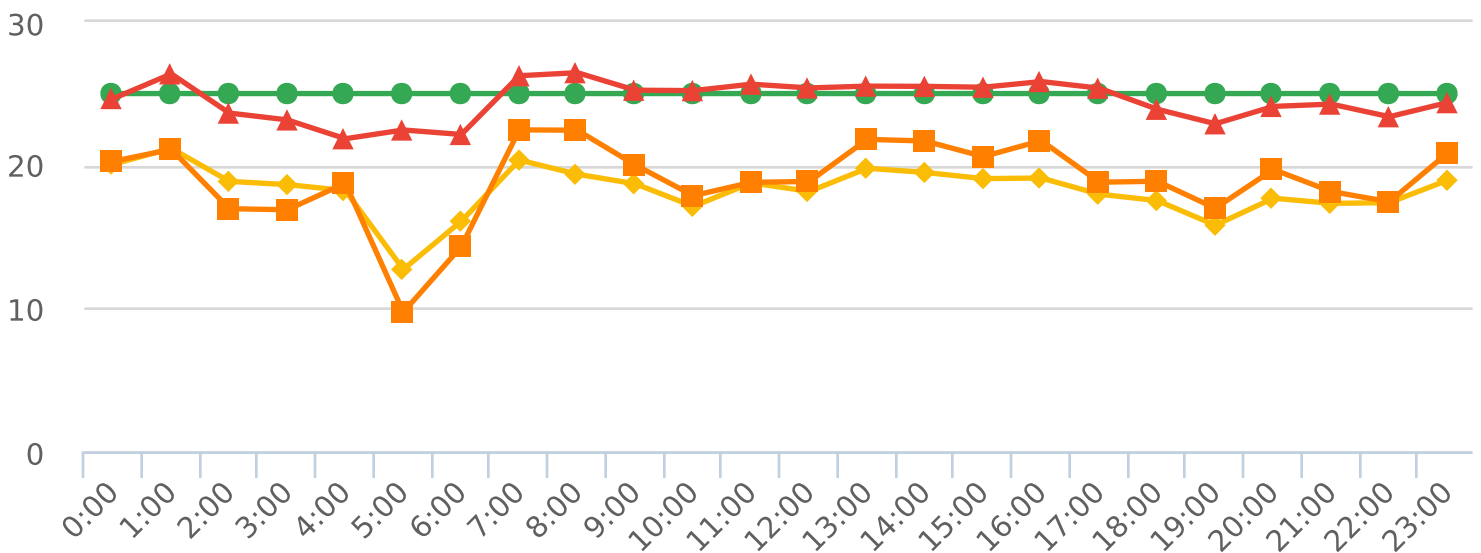
Display Mode: Speed Display

Average Volume per Day: 605.5

Total Volume: 4844



■ Violators
 ■ Inside Threshold
 ■ Compliant
 ■ Vehicles Slowed
 ■ Other



● Speed Limit
 ◆ Average Speed
 ■ 50% Speed
 ▲ 85% Speed



Start: 2017-10-27

End: 2017-11-03

Times: 0:00-23:59

Extended Speed Summary

8431 Priestley Drive, W

11.4.c

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	75	1	1.3%	9.4	0.1	7	37	20.1	20.3	24.7	57.3%
1:00	Speed Display	25	40	0	0.0%	5.0	0.0	7	30	21.2	21.1	26.4	69.9%
2:00	Speed Display	25	22	0	0.0%	2.8	0.0	6	30	18.9	17.0	23.6	77.3%
3:00	Speed Display	25	25	0	0.0%	3.1	0.0	5	29	18.6	16.9	23.2	68.0%
4:00	Speed Display	25	45	0	0.0%	5.6	0.0	6	35	18.2	18.7	21.8	60.0%
5:00	Speed Display	25	77	0	0.0%	9.6	0.0	5	31	12.7	9.7	22.5	48.2%
6:00	Speed Display	25	70	0	0.0%	8.8	0.0	5	29	16.1	14.3	22.1	50.1%
7:00	Speed Display	25	199	0	0.0%	24.9	0.0	5	34	20.4	22.5	26.2	47.3%
8:00	Speed Display	25	239	0	0.0%	29.9	0.0	5	32	19.4	22.4	26.5	45.5%
9:00	Speed Display	25	115	0	0.0%	16.4	0.0	5	35	18.7	20.0	25.2	49.5%
10:00	Speed Display	25	210	0	0.0%	30.0	0.0	5	34	17.1	17.9	25.2	46.6%
11:00	Speed Display	25	242	0	0.0%	34.6	0.0	5	33	18.8	18.8	25.7	47.0%
12:00	Speed Display	25	232	0	0.0%	33.1	0.0	5	32	18.2	18.9	25.4	54.7%
13:00	Speed Display	25	254	0	0.0%	36.3	0.0	5	33	19.8	21.8	25.5	58.5%
14:00	Speed Display	25	406	0	0.0%	58.0	0.0	5	33	19.5	21.7	25.5	57.2%
15:00	Speed Display	25	341	0	0.0%	48.7	0.0	5	32	19.1	20.6	25.4	66.7%
16:00	Speed Display	25	415	0	0.0%	59.3	0.0	5	33	19.1	21.7	25.8	65.6%
17:00	Speed Display	25	496	1	0.2%	70.9	0.1	5	39	18.0	18.8	25.4	60.7%
18:00	Speed Display	25	369	0	0.0%	52.7	0.0	5	33	17.5	18.9	23.9	69.7%
19:00	Speed Display	25	319	0	0.0%	45.6	0.0	5	30	15.8	17.0	22.9	64.5%
20:00	Speed Display	25	255	0	0.0%	36.4	0.0	5	33	17.7	19.7	24.1	64.0%
21:00	Speed Display	25	183	0	0.0%	26.1	0.0	5	31	17.3	18.2	24.3	67.8%
22:00	Speed Display	25	133	2	1.5%	19.0	0.3	5	38	17.4	17.4	23.4	76.8%
23:00	Speed Display	25	82	0	0.0%	11.7	0.0	6	29	18.9	20.8	24.4	65.9%
Total Volumes/ Avg			4844	4	0.1%	677.9	0.5	5	39	18.3	19.0	24.5	60.0%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			4844	4	0.1%	677.9	0.5	5	39	18.3	19.0	24.5	60.0%

Attachment: Priestley ATS-2 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2021-07-29

End: 2021-08-05

Times: 0:00-23:59

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Overall Summary

Total Days of Data: 8

Speed Limit: 25

Average Speed: 23.93

50th Percentile Speed: 26.22

85th Percentile Speed: 32.02

Pace Speed Range: 23-33

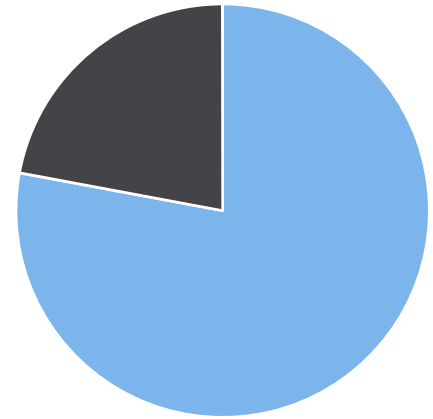
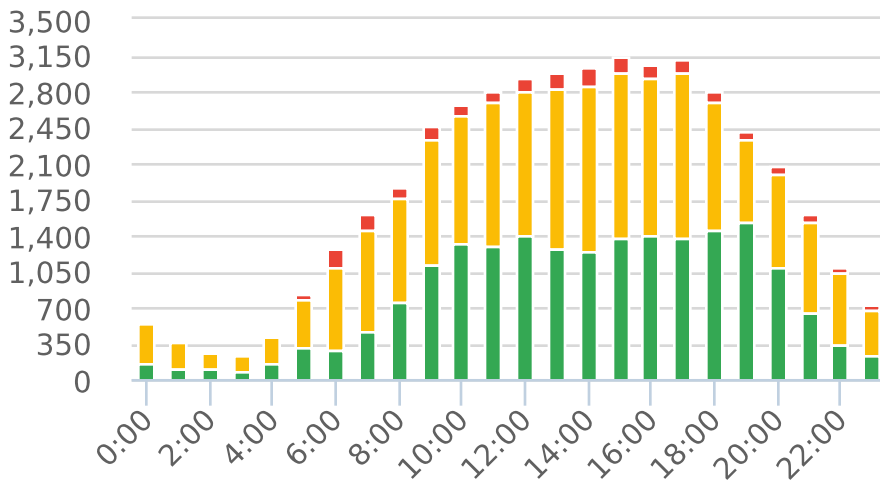
Minimum Speed: 1

Maximum Speed: 67

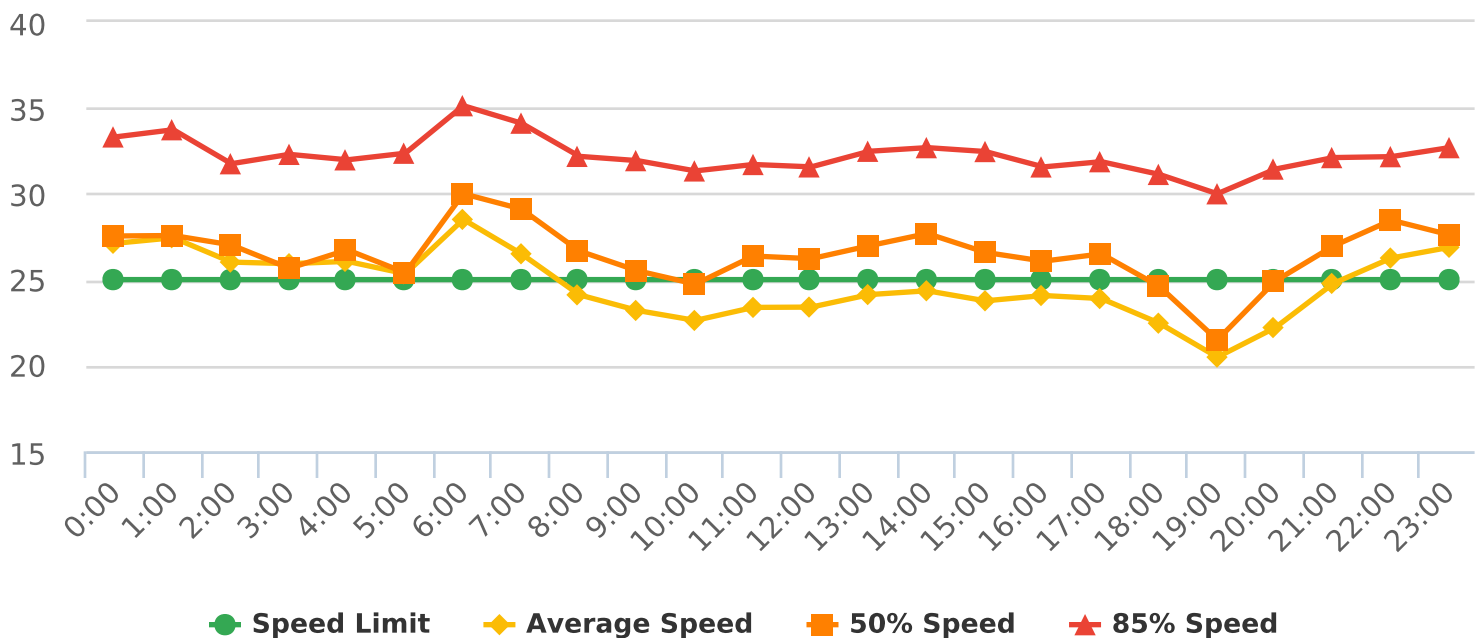
Display Mode: Single Message

Average Volume per Day: 5539.9

Total Volume: 44319



■ Violators
 ■ Inside Threshold
 ■ Compliant
 ■ Vehicles Slowed
 ■ Other



Attachment: Priestley ATS- 3 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2021-07-29

End: 2021-08-05

Times: 0:00-23:59

Extended Speed Summary

Priestley 7860 W/B, W~

11.4.d

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Single Message	25	576	40	6.9%	82.3	5.7	5	44	27.1	27.5	33.3	87.9%
1:00	Single Message	25	397	38	9.6%	56.7	5.4	5	51	27.4	27.6	33.7	88.6%
2:00	Single Message	25	279	12	4.3%	39.9	1.7	5	48	26.0	27.0	31.7	85.7%
3:00	Single Message	25	249	17	6.8%	35.6	2.4	5	50	25.9	25.7	32.3	84.4%
4:00	Single Message	25	430	25	5.8%	61.4	3.6	5	42	26.1	26.7	32.0	82.3%
5:00	Single Message	25	819	50	6.1%	136.5	8.3	5	41	25.3	25.4	32.4	80.3%
6:00	Single Message	25	1258	158	12.6%	209.7	26.3	5	47	28.5	30.0	35.1	82.8%
7:00	Single Message	25	1615	154	9.5%	269.2	25.7	1	47	26.5	29.1	34.1	82.5%
8:00	Single Message	25	1854	103	5.6%	309.0	17.2	1	43	24.1	26.7	32.2	79.1%
9:00	Single Message	25	2453	114	4.6%	350.4	16.3	1	57	23.2	25.5	31.9	74.9%
10:00	Single Message	25	2670	107	4.0%	445.0	17.8	1	67	22.6	24.7	31.3	76.7%
11:00	Single Message	25	2793	107	3.8%	465.5	17.8	1	57	23.4	26.4	31.7	76.4%
12:00	Single Message	25	2931	127	4.3%	488.5	21.2	1	51	23.4	26.2	31.6	78.9%
13:00	Single Message	25	2971	157	5.3%	495.2	26.2	1	47	24.1	27.0	32.5	78.5%
14:00	Single Message	25	3032	185	6.1%	505.3	30.8	5	47	24.3	27.7	32.7	79.9%
15:00	Single Message	25	3133	149	4.8%	522.2	24.8	5	54	23.8	26.6	32.5	77.1%
16:00	Single Message	25	3054	129	4.2%	509.0	21.5	5	53	24.1	26.1	31.6	77.1%
17:00	Single Message	25	3108	122	3.9%	518.0	20.3	5	54	23.9	26.5	31.9	78.8%
18:00	Single Message	25	2799	93	3.3%	466.5	15.5	5	48	22.5	24.6	31.1	73.9%
19:00	Single Message	25	2403	65	2.7%	400.5	10.8	5	45	20.5	21.5	30.0	67.6%
20:00	Single Message	25	2067	73	3.5%	344.5	12.2	5	49	22.2	24.9	31.4	74.2%
21:00	Single Message	25	1601	72	4.5%	266.8	12.0	5	45	24.8	27.0	32.1	80.6%
22:00	Single Message	25	1099	60	5.5%	183.2	10.0	5	45	26.3	28.5	32.2	84.2%
23:00	Single Message	25	728	52	7.1%	121.3	8.7	5	45	26.9	27.6	32.7	86.0%
Total Volumes/ Avg			44319	2209	5.0%	7282.1	362.2	1	67	24.7	26.5	32.2	79.9%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			44319	2209	5.0%	7282.1	362.2	1	67	24.7	26.5	32.2	79.9%

Attachment: Priestley ATS- 3 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2017-08-01

End: 2017-08-08

Times: 0:00-23:59

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Overall Summary

Total Days of Data: 7

Speed Limit: 25

Average Speed: 21.94

50th Percentile Speed: 22.73

85th Percentile Speed: 26.66

Pace Speed Range: 18-28

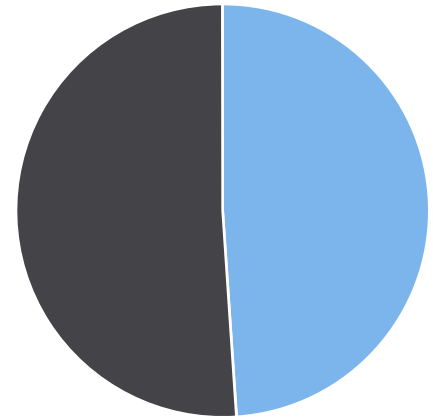
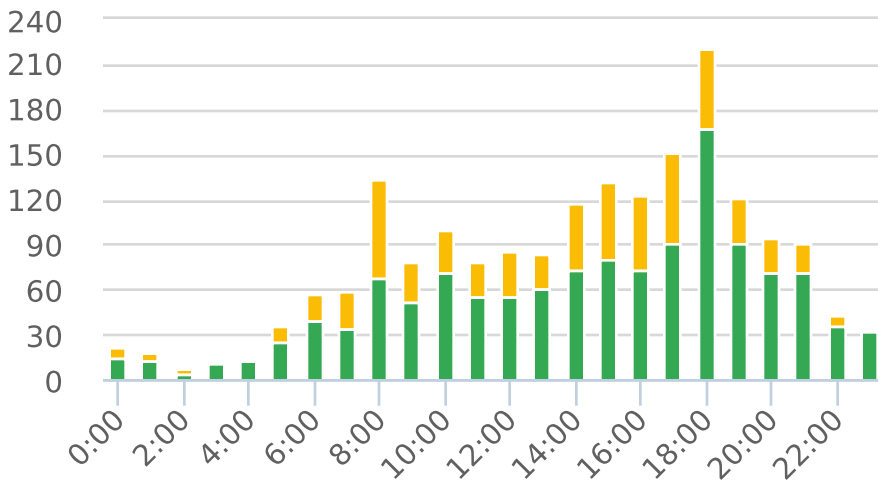
Minimum Speed: 5

Maximum Speed: 40

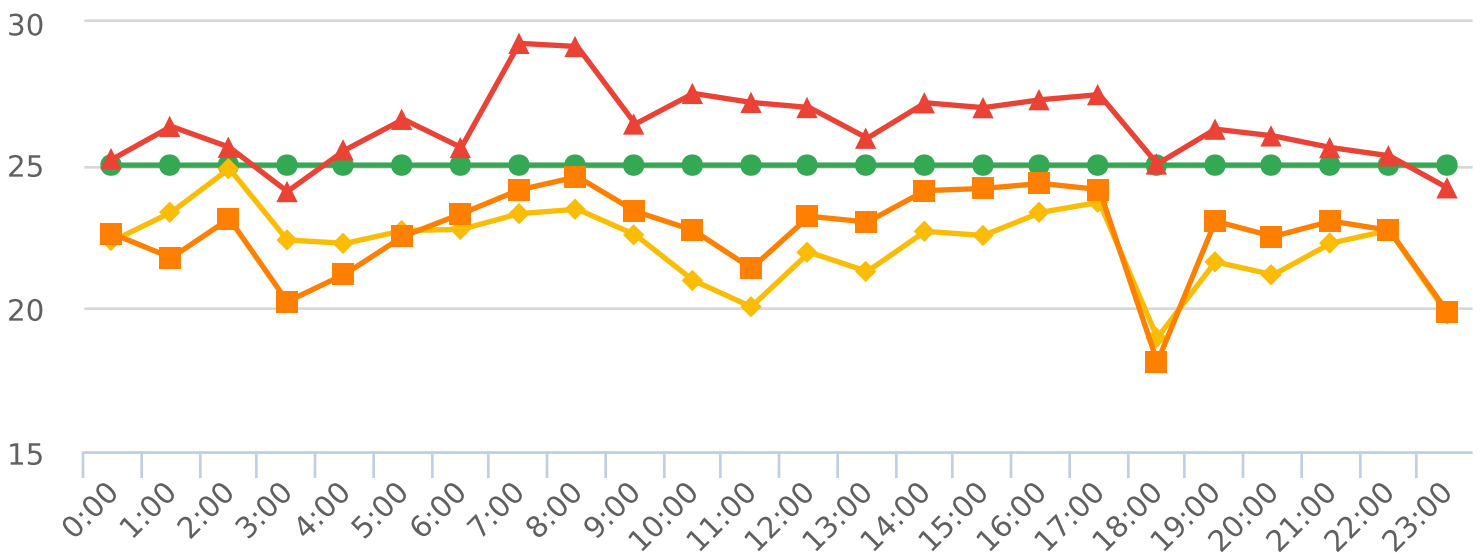
Display Mode: Speed Display

Average Volume per Day: 273.0

Total Volume: 1911



Violators Inside Threshold Compliant Vehicles Slowed Other



Speed Limit Average Speed 50% Speed 85% Speed



Start: 2017-08-01

End: 2017-08-08

Times: 0:00-23:59

Extended Speed Summary

Priestley Dr ,8281 EB, E~

11.4.e

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	22	1	4.5%	3.7	0.2	5	38	22.4	22.6	25.2	63.6%
1:00	Speed Display	25	17	0	0.0%	2.8	0.0	15	32	23.4	21.8	26.4	41.2%
2:00	Speed Display	25	8	0	0.0%	1.3	0.0	18	34	24.9	23.1	25.6	50.0%
3:00	Speed Display	25	13	0	0.0%	2.2	0.0	15	29	22.4	20.2	24.1	76.9%
4:00	Speed Display	25	15	0	0.0%	2.5	0.0	15	33	22.3	21.2	25.5	39.9%
5:00	Speed Display	25	35	0	0.0%	7.0	0.0	10	35	22.7	22.5	26.6	25.8%
6:00	Speed Display	25	57	0	0.0%	11.4	0.0	5	30	22.8	23.3	25.6	41.9%
7:00	Speed Display	25	59	0	0.0%	11.8	0.0	5	33	23.3	24.1	29.3	33.9%
8:00	Speed Display	25	133	0	0.0%	22.2	0.0	6	35	23.5	24.6	29.1	39.9%
9:00	Speed Display	25	78	0	0.0%	15.6	0.0	6	33	22.6	23.4	26.4	44.8%
10:00	Speed Display	25	101	1	1.0%	20.2	0.2	5	40	21.0	22.7	27.5	42.7%
11:00	Speed Display	25	79	0	0.0%	15.8	0.0	5	31	20.1	21.4	27.2	41.8%
12:00	Speed Display	25	85	0	0.0%	17.0	0.0	5	32	22.0	23.2	27.0	45.9%
13:00	Speed Display	25	84	0	0.0%	16.8	0.0	7	31	21.3	23.0	25.9	46.5%
14:00	Speed Display	25	118	0	0.0%	23.6	0.0	5	34	22.7	24.1	27.2	52.4%
15:00	Speed Display	25	131	0	0.0%	26.2	0.0	5	32	22.5	24.2	27.0	54.1%
16:00	Speed Display	25	122	0	0.0%	24.4	0.0	6	32	23.4	24.4	27.3	55.0%
17:00	Speed Display	25	151	0	0.0%	30.2	0.0	7	33	23.7	24.1	27.5	47.2%
18:00	Speed Display	25	220	0	0.0%	44.0	0.0	5	32	19.0	18.1	25.0	55.3%
19:00	Speed Display	25	121	0	0.0%	24.2	0.0	5	34	21.6	23.0	26.3	48.2%
20:00	Speed Display	25	95	0	0.0%	19.0	0.0	5	30	21.2	22.5	26.0	58.8%
21:00	Speed Display	25	90	0	0.0%	18.0	0.0	6	34	22.3	23.0	25.6	52.2%
22:00	Speed Display	25	43	1	2.3%	8.6	0.2	11	36	22.7	22.7	25.3	60.7%
23:00	Speed Display	25	34	0	0.0%	6.8	0.0	8	30	19.8	19.9	24.2	56.3%
Total Volumes/ Avg			1911	3	0.2%	375.3	0.6	5	40	22.2	22.6	26.4	49.0%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			1911	3	0.2%	375.3	0.6	5	40	22.2	22.6	26.4	49.0%

Attachment: Priestley ATS -4 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2016-02-03
End: 2016-02-10
Times: 0:00-23:59

Violation Threshold: Speed Limit +
Speed Range: 1 to 1

Overall Summary

Total Days of Data: 8
Speed Limit: 25
Average Speed: 23.89
50th Percentile Speed: 23.83
85th Percentile Speed: 26.97
Pace Speed Range: 20-30

Minimum Speed: 5
Maximum Speed: 57
Display Mode: Speed Display
Average Volume per Day: 1233.4
Total Volume: 9867

Attachment: Priestley ATS -5 (54-2022 : 2022 Street Improvement Project (Priestely Drive Speed Tables))



Start: 2017-01-23
End: 2017-01-30
Times: 0:00-23:59

Violation Threshold: Speed Limit +
Speed Range: 1 to 1

Overall Summary

Total Days of Data: 8
Speed Limit: 25
Average Speed: 23.86
50th Percentile Speed: 23.88
85th Percentile Speed: 26.79
Pace Speed Range: 19-29

Minimum Speed: 5
Maximum Speed: 47
Display Mode: Speed Display
Average Volume per Day: 1182.4
Total Volume: 9459



Start: 2020-06-15

End: 2020-06-22

Times: 0:00-23:59

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Overall Summary

Total Days of Data: 5

Speed Limit: 25

Average Speed: 26.68

50th Percentile Speed: 26.03

85th Percentile Speed: 28.15

Pace Speed Range: 24-34

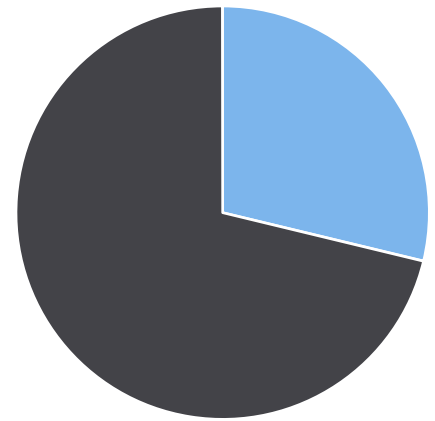
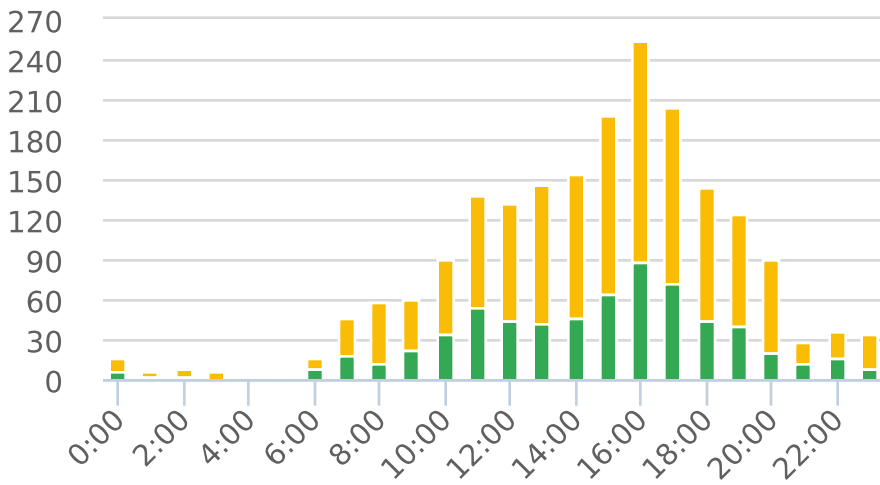
Minimum Speed: 25

Maximum Speed: 46

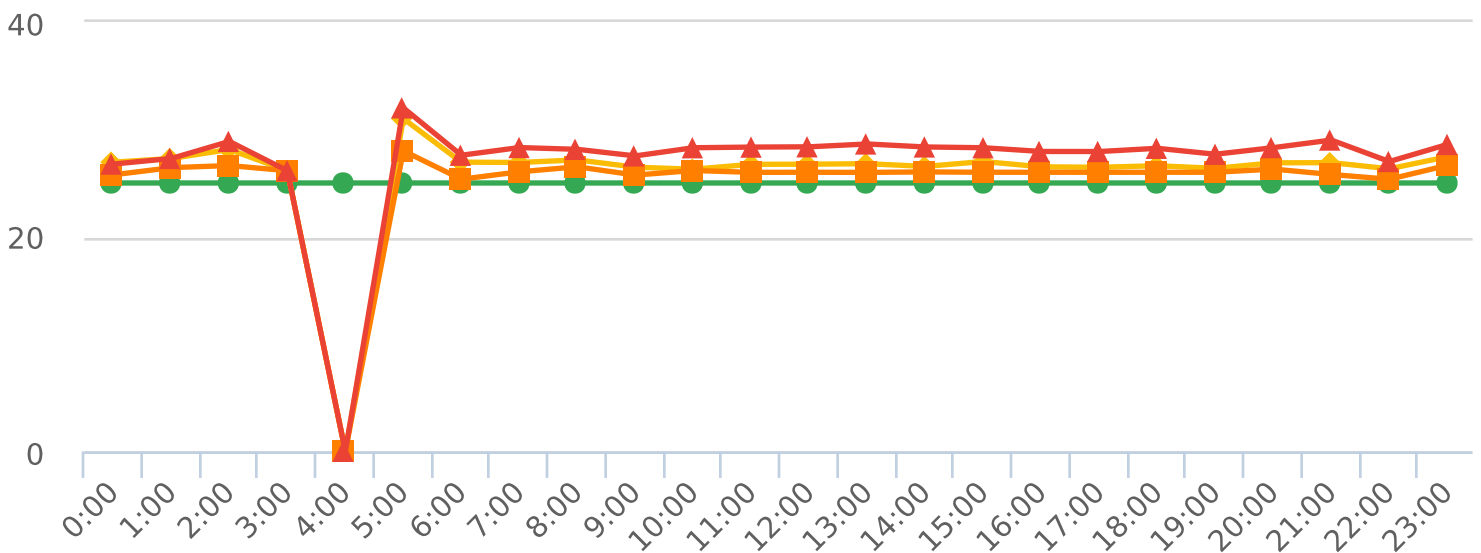
Display Mode: Speed Display

Average Volume per Day: 403.2

Total Volume: 2016



Violators Inside Threshold Compliant Vehicles Slowed Other



Speed Limit Average Speed 50% Speed 85% Speed

Attachment: Priestley ATS -9 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))



Start: 2020-06-15

End: 2020-06-22

Times: 0:00-23:59

Extended Speed Summary

Priestley Dr., 7977, E~

11.4.h

Violation Threshold: Speed Limit +

Speed Range: 1 to 1

Time	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violators	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	25	17	0	0.0%	4.3	0.0	25	33	26.9	25.8	26.8	29.4%
1:00	Speed Display	25	7	0	0.0%	1.8	0.0	25	29	27.3	26.4	27.3	57.1%
2:00	Speed Display	25	8	0	0.0%	2.0	0.0	25	31	28.1	26.6	28.9	25.0%
3:00	Speed Display	25	7	0	0.0%	1.8	0.0	25	27	26.1	26.1	26.1	0.0%
4:00	Speed Display	25	0	0	0.0%	0.0	0.0	n/a	0	n/a	n/a	n/a	n/a
5:00	Speed Display	25	4	1	25.0%	1.0	0.3	25	37	31.0	28.0	32.0	0.0%
6:00	Speed Display	25	17	0	0.0%	4.3	0.0	25	34	26.9	25.4	27.6	17.6%
7:00	Speed Display	25	46	0	0.0%	11.5	0.0	25	33	26.9	26.0	28.3	23.9%
8:00	Speed Display	25	59	0	0.0%	14.8	0.0	25	34	27.2	26.5	28.1	18.4%
9:00	Speed Display	25	61	0	0.0%	15.3	0.0	25	33	26.5	25.7	27.5	29.7%
10:00	Speed Display	25	91	0	0.0%	22.8	0.0	25	33	26.3	26.2	28.3	36.4%
11:00	Speed Display	25	139	0	0.0%	27.8	0.0	25	34	26.7	26.0	28.3	27.5%
12:00	Speed Display	25	134	1	0.7%	33.5	0.3	25	37	26.8	26.0	28.4	33.5%
13:00	Speed Display	25	148	1	0.7%	37.0	0.3	25	36	26.8	26.0	28.6	30.9%
14:00	Speed Display	25	156	1	0.6%	39.0	0.3	25	36	26.5	26.0	28.4	31.7%
15:00	Speed Display	25	199	0	0.0%	49.8	0.0	25	35	27.0	26.0	28.3	27.1%
16:00	Speed Display	25	255	0	0.0%	63.8	0.0	25	35	26.5	26.0	27.9	28.6%
17:00	Speed Display	25	206	2	1.0%	51.5	0.5	25	42	26.5	26.0	27.9	30.2%
18:00	Speed Display	25	146	1	0.7%	48.7	0.3	25	46	26.6	26.0	28.2	22.9%
19:00	Speed Display	25	125	0	0.0%	41.7	0.0	25	34	26.4	26.0	27.7	30.7%
20:00	Speed Display	25	91	1	1.1%	30.3	0.3	25	36	26.9	26.3	28.3	26.4%
21:00	Speed Display	25	29	1	3.4%	9.7	0.3	25	42	26.9	25.8	29.0	21.0%
22:00	Speed Display	25	37	0	0.0%	12.3	0.0	25	32	26.3	25.4	27.0	42.9%
23:00	Speed Display	25	34	0	0.0%	11.3	0.0	25	35	27.4	26.6	28.6	23.4%
Total Volumes/ Avg			2016	9	0.4%	535.6	2.6	25	46	27.0	26.1	28.2	26.7%
Total/Avg w/o Feedback			0	0	0	0.0	0.0	n/a	n/a	n/a	n/a	n/a	n/a
Total/Avg w/ Feedback			2016	9	0.4%	535.6	2.6	25	46	27.0	26.1	28.2	26.7%

Attachment: Priestley ATS -9 (54-2022 : 2022 Street Improvement Project (Priestley Drive Speed Tables))

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: 2022 Street Improvement Project (Preventative Maintenance)**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2022 STREET
REPAIR AND MAINTENANCE PROJECT (PREVENTATIVE MAINTENANCE) AND
APPROPRIATING FUNDS**

WHEREAS, the City of Reynoldsburg received one bid for the preventative maintenance portion of the City's 2022 Street Improvement Project; and

WHEREAS, the City Engineer reviewed the submitted proposal and determined that the bid received from Pavement Technology Inc. is the lowest and best; and

WHEREAS, the City Engineer has also concluded that Pavement Technology Inc. has the ability, resources, experience to properly complete the project and recommended that the preventative maintenance portion of the City's 2022 Street Improvement Project be awarded to Pavement Technology Inc. for \$52,762.25.

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 the Mayor is hereby authorized to enter into contract with Pavement Technology Inc. in the amount of \$52,762.25 for construction services for the preventative maintenance portion of the City's 2022 Street Improvement Project.

SECTION 2. That an amount of \$55,400.25 (includes 5% contingency of \$2,638.00) from the Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing.

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



Engineers, Surveyors, Planners, Scientists

April 22, 2022

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

Re: Reynoldsburg 2022 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on April 8, 2022 for the Reynoldsburg 2022 Street Program. Based on our review of the public bid results, we recommend that Contract B be awarded to Pavement Technology, Inc. for the amount of \$ 52,762.50. Pavement Technology appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "N. Mill".

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Service and Transportation Committee****RE: Construction Services (Strawser Paving Company) Police Department
West Parking Lot**

Approval:

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

Emergency/Suspension: Emergency

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Strawser Paving Company Pertaining to the 2022 Street Improvement Project (Contract A), Alternate #11 Reynoldsburg Police Department West Parking Lot, Appropriating Funds, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg received multiple bids for the 2022 Street Improvement Project (Contract A) including Alternate #11 Reynoldsburg Police Department West Parking Lot Improvements; and

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

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, resources, experience to properly complete this project, and recommended that the contract for the 2022 Street Improvements Project (Contract A), Alternate #11 Reynoldsburg Police Department West Parking Lot Improvements be awarded to Strawser Paving Company in the amount of \$1,393,332.50.

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 is hereby authorized to enter into a contract with Strawser Paving Company for the 2022 Street Improvement Project (Contract A) including Alternate #11 Reynoldsburg Police Department West Parking Lot Improvements as follows:

Alternate #11 Reynoldsburg Police Department West Parking Lot Improvements \$1,393,332.50

TOTAL	\$1,393,332.50
--------------	----------------

Contingency (8%):	<u>\$ 111,466.00</u>
-------------------	----------------------

GRAND TOTAL	<u>\$1,504,798.50</u>
--------------------	------------------------------

SECTION 2. That the following appropriations shall be made in an amount of \$1,354,798.50 from the unappropriated American Rescue Act Fund (206) to account number 206.000.5659 Miscellaneous Infrastructure.

that an amount of \$150,000.00 from the unappropriated Federal Forfeiture Fund (294) be appropriated to account 294.111.5659 Miscellaneous Infrastructure.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further so that construction can begin as soon as possible in order to be completed this year; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: May 23, 2022

TO: Development, Parks and Recreation Committee

RE: Establish Community Reinvestment Area

Approval:

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

Emergency/Suspension: Emergency

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

The Ordinance is intended to create a Community Reinvestment Area (CRA) covering approximately 36 acres across from Glen Rest Cemetery that will encompass approximately 15 acres of City owned property intended for redevelopment as well as privately owned land. Emergency passage is requested due to potentially lengthy review process required as part of the State's CRA approval process. The Community Reinvestment Area program is an economic development tool administered by municipal and county government that provides real property tax exemptions for property owners who renovate existing or construct new buildings. Community Reinvestment Areas are areas of land in which property owners can receive tax incentives for investing in real property improvements.

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF A COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL, AND A TAX INCENTIVES REVIEW COUNCIL, AND DECLARING AND EMERGENCY

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which has not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the corporate boundaries of the City, attached hereto as Exhibit A, as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, the maintenance of existing structures and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

SECTION 1. Pursuant to ORC Section 3735.66, the Reynoldsburg Community Reinvestment Area, is hereby established and shall consist of all parcels of land within the corporate limits of the City, as depicted in the outlined area on the map attached hereto as Exhibit B and incorporated herein by reference. Wherein only residential, commercial and/or industrial properties consistent with applicable zoning regulations within the Reynoldsburg Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 2. The area designated as the Reynoldsburg Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and repair of existing facilities or structures are discouraged.

SECTION 3. All properties identified in Exhibit B as being within the designated Reynoldsburg Community Reinvestment Area are eligible for this incentive (the City may

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

determine all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

SECTION 4. Within the Reynoldsburg Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential-property, a tax exemption, in the fixed percentage of 50%, on the increase in the assessed valuation resulting from improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the periods set forth below. Residential applications must be filed with the Housing Officer (defined below) no later than six months after construction completion. The exemptions shall not exceed the following limits:

- A. Ten (10) years, (term the same for all) for the remodeling of dwellings and upon which the cost of remodeling is at least \$2,500, in the case of a dwelling containing not more than two (2) family units, or at least \$5,000, in the case of all other dwellings as described in ORC Section 3735.67.
- B. Fifteen (15) years, (negotiated - up to 15 years) for existing commercial and industrial facilities, and upon which the cost of any remodeling is at least \$5,000, shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- C. Fifteen (15) years, (negotiated - up to 15 years) for new commercial or industrial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.
- ~~D. Ten (10) years (term the same for all) for the construction of new dwellings.~~

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the remodeled structures shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2,500 annually (the monitoring fee is a local option and may be waived by the City).

SECTION 6. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in sections 3735.65 through 3735.70 (the "Housing Officer"). The Mayor may delegate said duties to his designee as necessary.

SECTION 7. That a "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor of the City of Reynoldsburg, two members appointed by the Council of the City of Reynoldsburg, and one member appointed by the Planning Commission of the City of Reynoldsburg. The majority of the members shall then appoint two additional members who shall be residents within the area. Terms of the members of the council shall be for three years. An unexpired term resulting from a vacancy in the council shall be filled in the same manner as the initial appointment was made.

A Tax Incentive Review Council for the City of Reynoldsburg has previously been established pursuant to ORC Section 5709.85, and consists of three representatives appointed by the County Executive, two representatives of the municipal corporation, appointed by the Mayor, with Council concurrence, the County Fiscal Officer or designee, and a representative of each affected board of education. At least two members must be residents of City of Reynoldsburg. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 8. The City Council reserves the right to re-evaluate the designation of the

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

Reynoldsburg Community Reinvestment Area after December 31, 2030, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

SECTION 9. The Community Reinvestment Area Council shall make an annual inspection of the properties within the City for which an exemption has been granted under Section 3735.67 of the ORC. The council shall also hear appeals under 3735.70 of the ORC.

SECTION 10. Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section

121.22 of the ORC.

SECTION 11. That notice of the adoption of this resolution shall be published in a newspaper of general circulation in this municipal corporation once a week for two consecutive weeks according to Section 7.16 of the Ohio Revised Code.

SECTION 12. The Mayor of City of Reynoldsburg is hereby directed and authorized to petition the Director of Development Services to confirm the findings contained within this Ordinance.

SECTION 13. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and the public peace, and for the further reason that it is necessary to immediately designate the Reynoldsburg Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor, and upon confirmation by the Director of Development Services of the findings in this Ordinance.

Exhibit A

Community Reinvestment Area Housing Survey

City of Reynoldsburg East Main CRA District



Prepared for: Ohio Department of Development
Office of Strategic Business Investments, Tax Incentive Section

Prepared by: City of Reynoldsburg Department of Economic Development
April 8, 2022

Community Reinvestment Area – Housing Survey – East Main CRA District

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Community Reinvestment Area – Housing Survey – East Main CRA District

Purpose and Scope

The City of Reynoldsburg is proposing to create a Community Reinvestment Area (CRA). Section 3735.65 of the ORC defines a CRA as the following: “an area within a municipal corporation or unincorporated area of a county for which the legislative authority of the municipal corporation or, for the unincorporated area, of the county, has adopted a resolution under section 3735.66 of the Revised Code describing the boundaries of the area and containing a statement of finding that the area included in the description is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.”

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The proposed CRA is located within Census Tracts 93.90 and 7562.02. There are 79 residentially zoned parcels and 7 parcels zoned East Main Street District within the proposed CRA. A complete listing of the parcels within the proposed East Main CRA is shown in **Table 3** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north by the properties located along the north side of Goldsmith Drive; an area bounded in the east by the end of Goldsmith Drive, the end of Green Tree Court and the property located along the east side of Hanson Street and north of East Main Street; an area bounded in the south by the properties along the north side of East Main Street; and an area bound in the west by the residential properties along the west side of Greenspire Drive.

City of Reynoldsburg

The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City of Pataskala, on the east by Etna Township, on the south by Violet Township, the City of Pickerington and the City of Columbus, and on the east by the City of Columbus. The City of Reynoldsburg is bisected by U.S. Route 40 (East Main Street) with Interstate 70 as its southern boundary and State Route 16 (East Broad Street) as its northern boundary.

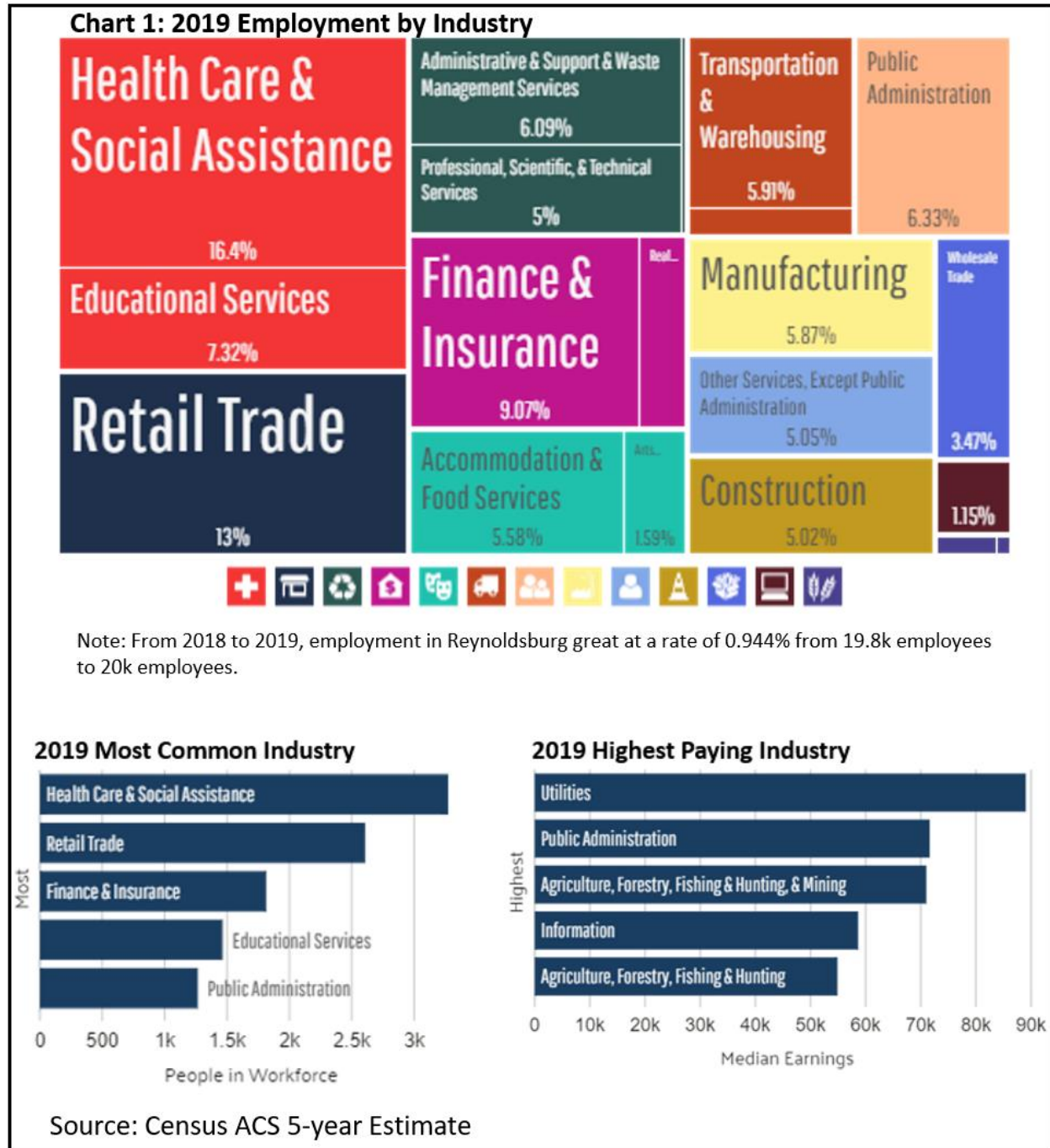
Demographic Analysis

Reynoldsburg’s 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city’s population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor’s degree.

Economic Analysis

The median household income is \$67,120 with a 2019 per capita income of \$31,094. Approximately 9.1% or persons in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.

Community Reinvestment Area – Housing Survey – East Main CRA District

City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under \$150,000.

Community Reinvestment Area – Housing Survey – East Main CRA District

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in Table 1 below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

Source: 2019 American Community Survey

Proposed East Main CRA District

As previously referenced, the proposed East Main CRA District is located within Census Tracts 93.90 and 7562.02. There are 79 residentially zoned parcels and 7 parcels zoned East Main Street District within the proposed East Main CRA District, which encompasses 35.74 acres. Specific characteristics of the housing stock within the aforementioned Census Tracts and the proposed East Main CRA District are below.

CRA Housing Stock

According to the American Community Survey, 30.5% of housing units within Census Tracts 93.90 and 7562.02 were built prior to 1990 and 4.5% were built prior to 1960. Approximately 15% of the residential units are renter-occupied and over 42% of those renter-occupied units have rent below \$1000 per month. Approximately 91 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents over 23% of the entire city housing stock with those select characteristics.

Code Violations

Among the 79 residentially zoned parcels, there have been a total of 92 code violations over the past 3 years. These code violations include the following: Accumulation of Rubbish, Parking, Grass, Property Maintenance and Zoning. A summary of the code violations is provided in Table 2 below. The high level of code violations within the proposed East Main CRA District demonstrates that existing residential structures are not being properly maintained and new investment in residential facilities are being discouraged.

Table 2: Code Enforcement Violations

	Accumulation of Rubbish	Parking	Grass Weeds	Property Maintenance	Zoning Violation
Number of Violations	14	4	15	56	3

Source: City of Reynoldsburg Department of Development

Condition of Housing

The City of Reynoldsburg conducted a windshield study of the residential structures within the proposed East Main CRA. In addition, using a visual survey and information from the Franklin County and Licking County Auditor's Offices, the city has ranked the condition of selected properties as "Average", "Below Average", or "Poor" based on the age of the structure, the exterior upkeep and any noted property maintenance needs or deterioration issues.

"Average" condition is a structure with one or more of the following characteristics: under 20 years old; has been remodeled or updated in the past 20 years; no visible zoning code

Community Reinvestment Area – Housing Survey – East Main CRA District

violations; no property maintenance issues; and the property appears maintained with no need for structural or cosmetic improvements.

“Below Average” condition is a structure with one or more of the following characteristics: over 20 years old; no remodeling or improvements in the past 20 years; one or two visible code violations; one or more property maintenance issues; or the property needs minor structural or cosmetic improvements.

“Poor” condition is a structure with one or more of the following characteristics: over 50 years old; no record of remodeling or improvements; multiple visible code violations; multiple property maintenance issues; appears vacant or abandoned; has been deemed uninhabitable; or may need minor and major structural and cosmetic improvements.

A survey of the general conditions of the specific residential locations is provided below.

Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 1391 Carlyle Drive
Parcel No: 060-003444-00
Age of Structure: 48 years old
Franklin County Auditor Current Valuation: \$148,600 (\$33,700 land, \$114,900 improvements)

Condition Analysis: Missing window shutter; discolored and fading exterior paint; damaged garage door and trim; severe cracking and overgrowth on driveway asphalt; and significant overgrown vegetation

Condition Ranking: Poor



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8215 / 8217 Goldsmith Drive
Parcel No: 013-030858
Age of Structure: 45 years old
Licking County Auditor Current Valuation: \$90,200 (\$38,300 land, \$51,900 improvements)

Condition Analysis: Discolored and fading exterior paint; damaged siding; damaged garage door; damaged building trim; cracked concrete driveway; overgrown vegetation; and exterior trash violations
Condition: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8158 Goldsmith Drive
Parcel No: 013-030966
Age of Structure: 49 years old
Licking County Auditor Current Valuation: \$130,000 (\$40,500 land, \$89,500 improvements)

Condition Analysis: Broken garage door; broken basement window; damaged siding; damaged brick glazing; damaged building trim; overgrown vegetation; and exterior trash violations
Condition: Poor



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8078-8080 Goldsmith Drive
Parcel No: 060-003536-00
Age of Structure: 50 years old
Franklin County Auditor Current Valuation: \$152,300 (\$29,500 land, \$122,800 improvements)

Condition Analysis: Missing window shutter; discolored exterior brick; cracking and overgrowth on driveway asphalt; and severely deteriorating concrete front steps.

Condition Ranking: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Property Address: 8171 Goldsmith Drive
Parcel No: 013-030960
Age of Structure: 48 years old
Licking County Auditor Current Valuation: \$126,800 (\$38,300 land, \$88,500 improvements)

Condition Analysis: Damaged mailbox; discolored and fading exterior paint; damaged garage door; damaged building trim; and deteriorating exterior trim along the foundation.

Condition Ranking: Below Average



Community Reinvestment Area – Housing Survey – East Main CRA District

Conclusion

Based upon the general conditions of the proposed East Main CRA District as well as the conditions of the specific residential properties provided within this Housing Survey supports the following “Statement of Finding”:

The proposed CRA shown in Map 1 is an area within the City of Reynoldsburg in which residential structures are located and new housing construction and repair of existing facilities or structures is discouraged.

Map 1: Proposed East Main CRA District



Community Reinvestment Area – Housing Survey – East Main CRA District

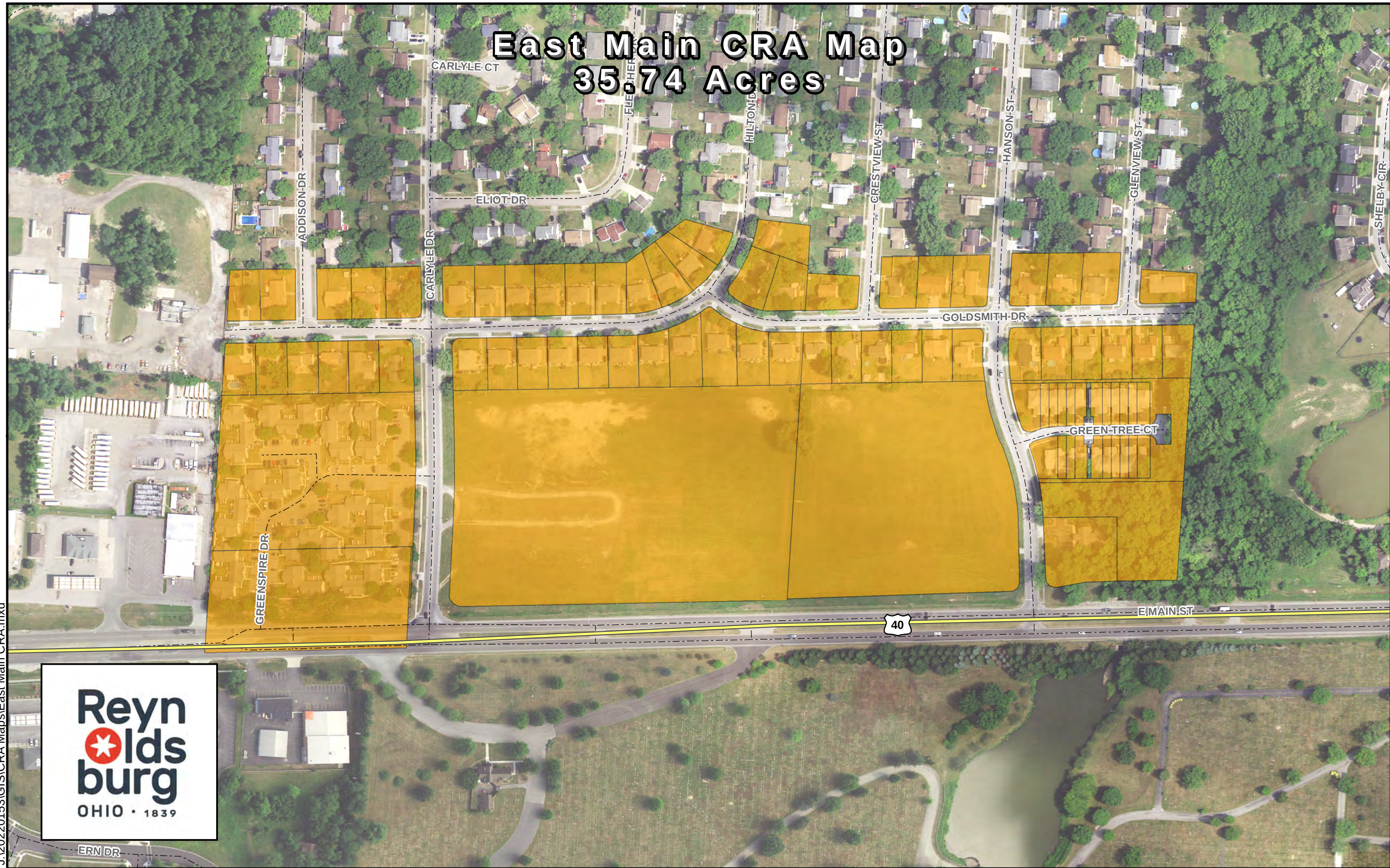
Table 3: East Main CRA District Parcel List

060-006070-00	060-003455-00	013-030948-00	013-030384-18
060-003829-00	060-003454-00	013-030936-00	013-030384-17
060-003828-00	060-003453-00	013-030930-00	013-030384-16
060-003825-00	060-003452-00	013-030924-00	013-030384-15
060-003546-00	060-003451-00	013-030894-00	013-030384-14
060-003545-00	060-003450-00	013-030876-00	013-030384-13
060-003544-00	060-003449-00	013-030870-00	013-030384-12
060-003543-00	060-003448-00	013-030858-00	013-030384-11
060-003542-00	060-003447-00	013-030834-00	013-030384-10
060-003541-00	060-003446-00	013-030816-00	013-030384-09
060-003540-00	060-003445-00	013-030774-00	013-030384-08
060-003539-00	060-003444-00	013-030762-00	013-030384-07
060-003538-00	060-003443-00	013-030456-00	013-030384-06
060-003537-00	060-003442-00	013-030432-00	013-030384-05
060-003536-00	060-003441-00	013-030426-00	013-030384-04
060-003535-00	060-003440-00	013-030390-00	013-030384-03
060-003534-00	060-003439-00	013-030384-24	013-030384-02
060-003533-00	013-030954-00	013-030384-23	013-030384-01
060-003532-00	013-030432-00	013-030384-22	013-030378-00
060-003458-00	013-031062-00	013-030384-21	013-030258-00
060-003457-00	013-030966-00	013-030384-20	
060-003456-00	013-030960-00	013-030384-19	

Exhibit B

East Main CRA Map

35.74 Acres



Reynoldsburg
OHIO • 1839

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: May 23, 2022

TO: Public Safety, Law and Courts Committee

RE: Conversion Therapy Ban

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This Ordinance is drafted and submitted at the request of Council Member Kristin Bryant, Chair of the Public Safety, Law, and Courts Committee and is being submitted as a work session.

Several communities in Ohio have adopted similar legislation. The language prepared and presented is similar in structure and style to those other communities. The draft has been incorporated into Chapter 503, Unlawful Discriminatory Practices.

**AN ORDINANCE AMENDING CHAPTER 503 UNLAWFUL DISCRIMINATORY
OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO
DESIGNATE CONVERSION THERAPY AS A DISCRIMINATORY ACT OR
PRACTICE**

WHEREAS, the City of Reynoldsburg recognizes that efforts which seek to change an individual's sexual orientation or gender identity are harmful to young people; and

WHEREAS, such efforts to change an individual's sexual orientation or gender identity pose critical health risks including, but not limited to, confusion, depression, social withdrawal, suicidal ideation, substance abuse, self-hatred, and feelings of being dehumanized; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, the American Academy of Pediatrics, the American Medical Association Council on Scientific Affairs, the National Association of Social Workers, and the American Counseling Association Governing Council each have asserted in reports or position statements that sexual orientation change efforts, including conversion therapy, are not recommended and may be harmful; and

WHEREAS, while the State of Ohio does not currently prohibit such harmful conversion therapy, several municipalities in Ohio have adopted such prohibitions, including the cities of Lakewood, Athens, Kent, Dayton, Columbus, Akron, Toledo, and Cincinnati.

WHEREAS, the City of Reynoldsburg has a compelling interest in protecting the physical and psychological well-being of minors and protecting minors against exposure to serious harms caused by conversion therapy; and

WHEREAS, the Council of the City of Reynoldsburg desires to prohibit the use of conversion therapy with minors by enacting an amendment to Chapter 503 Unlawful Discriminatory Practices.

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

SECTION 1. That Chapter 503 Unlawful Discriminatory Practices of the Codified Ordinances of the City of Reynoldsburg be and the same is hereby amended to add Section 503.10, "Conversion Therapy Prohibited" as associated definitions to read as follows:

SEE ATTACHED EXHIBIT A.

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

503.03 Definitions

As used in this Chapter:

- A. “Age” means at least forty (40) years old.
- B. “Aggrieved individual” means an individual who claims to have been injured by an unlawful discrimination act or practice described in this Chapter.
- C. “City Attorney” means the individual duly elected pursuant to Section 6.01 of the Charter of the City of Reynoldsburg.
- D. “Complainant” means an aggrieved individual who, pursuant to the provisions of this Chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- E. “Disability” means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
 - 1. “Physical or mental impairment” includes any of the following:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;
 - b. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, and emotional illness.
 - 2. “Physical or mental impairment” does not include any of the following:
 - a. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - b. Compulsive gambling, kleptomania, or pyromania;
 - c. Mental or psychological disorder, or disease or condition, caused by an illegal use of any controlled substance by an employee, applicant, or another individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor management committee acts on the basis of that illegal use.

- F. “Discriminate”, “Discrimination”, or “Discriminatory” means to differentiate and treat differently including to segregate or separate.
- G. “Employee” means an individual employed by an employer but does not include any individual employed in the domestic service of any person.
- H. “Employer” means any person who regularly employs for compensation four (4) or more individuals, excluding the employer’s parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided “employer” does not include a public school system, or an agency of government other than the City.
- I. “Employment agency” means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- J. “Familial status” means either of the following:
 - 1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian; or
 - 2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
- K. “Gender Expression or Identity” means actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual’s designated sex at birth.
- L. “Hearing Officer” means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this Chapter.
- M. “Housing accommodations” including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to the authorization of the owner, by the owner, or by such person’s legal representative.
- N. “Labor organization” includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.

- O. "Military status" means a person's status in "Service in the uniformed services" as defined in Section 5923.05 of the Ohio Revised Code.
- P. "Natural hair types and natural styles commonly associated with race" means hairstyle, type, and texture, treated and untreated, as well as protective hairstyles such as natural hair, afros, braids, twists, cornrows, and locks, which hair types and hairstyles are commonly associated with African-Americans and their racial ethnic, and cultural identities.
- Q. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Reynoldsburg and all political subdivisions, authorities, agencies, boards, and commissions thereof.
- R. "Place of public accommodation" means any inn, restaurant, eating house, barbershop, hotel, motel, bank or other financial services institution, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- S. "Protected Class" means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity or expression, or natural hair types and natural styles commonly associated with race.
- T. "Public use areas" means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.
- U. "Restrictive covenant" means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.

- V. "Service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.
- W. "Sex" means male, female, neither, or both, and includes pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- X. "Sexual orientation" means a person's actual or perceived homosexuality, bisexuality; or heterosexuality.
- Y. "Source of Income" means lawful income, including but not limited to, income derived from wages, social security, supplemental security income, any form of federal, state or local assistance payments or subsidies, including rent vouchers, child support, spousal support, and public and private assistance which can be verified and substantiated.
- Z. "Uniformed services" means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

AA. "Unlawful discriminatory practice" means any act prohibited by Chapter 503 of the Reynoldsburg Code of Ordinances.

BB. "Conversion therapy" means any practices or treatments that seek to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Conversion therapy shall not include counseling that provides assistance to a person undergoing gender transition, or counseling that provides acceptance, support and understanding of a person or facilitates a person's coping, social support, and identity exploration and development, including sexual-orientation-neutral intervention to prevent or address conduct or unsafe practices, as long as such counseling does not seek to change an individual's sexual orientation or gender identity.

CC. "Mental health professional" means an individual who is licensed, certified or registered under the laws of the State of Ohio to provide, to an individual or group, mental health services, including but not limited to, the assessment or improvement of mental

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emotional, psychiatric, psychological, or psychosocial adjustment or functioning, regardless of whether there is a diagnosable, pre-existing disorder or disease. Mental health professions include but are not limited to physicians specializing in the practice of psychiatry, psychologists marriage and family therapists, licensed clinical social workers, professions clinical counselors, behavioral clinicians or therapists, nurses or any other persons offering such mental health services.

AA.

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503.09 Conversion Therapy Prohibited

No mental health professional shall engage or cause another to engage in conversion therapy with a minor, without regard to whether the mental health professional is compensated or receives any form of remuneration for his or her services. A violation of this section shall be an unlawful discriminatory act or practice.

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Attachment: Conversion Therapy Ban (Conversion Therapy Ban)

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: May 23, 2022

TO: Finance and Administration Committee

RE: Trivium Purchase and Sale Agreement (Happy Dragon)

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Trivium Development, LLC for the Sale of Real Property located at 7332, 7336, and 7342 East Main Street in the City of Reynoldsburg, for the Purpose of Commercial Re-Development, and Declaring an Emergency

WHEREAS, City Council and City Administration desire to pursue economic and aesthetic re-development at the Northeast corner of Lancaster Avenue and East Main Street in the City of Reynoldsburg; and

WHEREAS, pursuant to Ordinance Number 40-2021, this Council authorized the purchase of real property located at 7332 East Main Street for the purpose of such development efforts; and

WHEREAS, pursuant to Ordinance Number 102-2021, this Council authorized a Development Agreement with Trivium Development, LLC to engage in efforts to provide the City with a suitable development plan for the property located at 7332 East Main Street, as well as adjacent

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

real property located at 7336 East Main Street and 7342 East Main Street (collectively "Project Site"); and

WHEREAS, Trivium Development, LLC has provided the City with a suitable development plan for the Project Site; and

WHEREAS, the City and Trivium Development, LLC have negotiated acceptable terms for the purchase and sale of the Project Site; and

WHEREAS, Reynoldsburg City Code Section 175.01 (h) permits the sale of real estate owned by the City without competitive bidding if such sale is in the best interest of the City; and

WHEREAS, the City Council finds the sale of real property is in its discretion, and deems it necessary and in the best interest of the city.

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

Section 1. That the Mayor be and is hereby authorized to enter into an agreement with Trivium Development, LLC, an Ohio limited liability company, for the sale of Parcel Numbers 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215, located at the Northeast corner of East Main Street and Lancaster Avenue, Reynoldsburg, Ohio, 43068 ("Project Site"). The agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

Section 2. That the Mayor is authorized to enter into an attached Memorandum of Understanding with Trivium Development, LLC regarding additional public infrastructure improvements by the City to benefit the Project Site and other small businesses in the area of the Project Site.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to facilitate a timely sale, wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

Real Estate Purchase Contract

This Real Estate Purchase Contract (this “Contract”) is by and between **THE CITY OF REYNOLDSBURG**, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (“Seller” or “City”), and **TRIVIUM DEVELOPMENT LLC**, an Ohio limited liability company (“Buyer” or “Developer”). The “Effective Date” of this Contract shall be the last date on which Buyer or Seller has executed this Contract as set forth below each party’s signature.

RECITALS

- A. The City is the owner of certain real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215 as more particularly described and/or depicted on Exhibit A attached hereto, such real property, including all improvements, fixtures, appurtenant rights, privileges, and easements, if any, located on and/or related thereto, being referred to herein as the “Development Site” or the “Property”.
- B. The City has determined that the development of the Development Site is in the best interest of the City and the health, safety and welfare of its residents, and is necessary for the purpose of the creation of jobs and employment opportunities in the City and to improve the economic welfare of City residents.
- C. After extensive analysis, deliberation and review, the City formulated a strategy for development of the Development Site that embodies a compelling vision for the future of the City and its residents.
- D. The Council of the City of Reynoldsburg, by Ordinance, has authorized the sale of the Development Site to Developer upon the terms and conditions provided herein, which Ordinance is attached hereto as Exhibit B and incorporated herein.
- E. As a condition to the sale of the Development Site to Developer, the parties have agreed that the Development Site shall be developed in accordance with a plan and schedule of development.
- F. The parties desire to place of record against the Development Site certain provisions of this Contract and the agreed upon plan and schedule of development, including restrictions on use of the Development Site, with the intent that same shall be construed as covenants binding on the parties and their successors in interest, and benefitting and running with the land, enforceable by the parties hereto in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, and considerations set forth herein and for other good and valuable consideration, the City and Developer hereby covenant and agree as follows:

ARTICLE I: PURCHASE PRICE

- A. **PROPERTY DESCRIPTION:** Seller hereby agrees to sell, convey, and transfer the Property to Buyer, and Buyer hereby agrees to purchase, assume, and accept the Property from Seller, for the Purchase Price set forth in Article I(B) below and on and subject to the terms and conditions herein set forth.
- B. **PRICE AND TERMS:** Subject to credits, adjustments and prorations for which provisions are hereinafter made, the purchase price for the Property shall be Four Hundred Sixty Two Thousand Six Hundred Forty and 67/100 Dollars (\$462,640.67) (the “Purchase Price”), due and payable in cash or by wired funds at Closing.

ARTICLE II: DESCRIPTION OF THE PROJECT

Developer shall construct, or cause to be constructed a mixed-use commercial building and related site improvements on the Development Site, as more fully described in this Article I (the “Project”). The Project shall be generally consistent with the site plan attached hereto as Exhibit C (the “Site Plan”), as such Site Plan may be modified during the Master Plan approval process, and include the following components:

- A. Office and Retail Components. The Project will include a minimum of 11,500 square feet, combined, of office and retail space (the “Minimum Combined Commercial Component”). The Minimum Combined Commercial Component shall reflect a mix of uses that is responsive to community demand and additive to the retail base in the City of Reynoldsburg as determined by the Developer in its commercially reasonable discretion.
- B. Old Reynoldsburg Commercial District (ORD-C). The parties acknowledge that the identified Project is to be constructed in the Old Reynoldsburg Commercial District and the design and appearance of the Project shall be consistent with and enhance the existing improvements and uses in the District. In connection with this District, Developer will:
- (1) Secure a Certificate of Appropriateness pursuant to Section 1109.21 of the Reynoldsburg Zoning Code.
 - (2) Collaborate with the City to jointly explore the highest and best uses for the Project consistent with the City’s Comprehensive Master Plan and the Zoning Code.
- C. Parking and Access. The parties recognize that access to Development Site and public parking are critical to the success of the Project. The Project shall include ingress and egress from both Lancaster Ave. and East Main Street. The Project shall further include a public parking lot dedicated to public use on a first come, first serve basis, consisting of a minimum 38 parking spaces available to the members of the public. The parking lot shall be designed, developed, and maintained in a first class manner and utilize quality materials.

ARTICLE III: CONVEYANCE OF DEVELOPMENT SITE

A. Contingency Period

- (1) For purposes of this Contract, “Contingency Period” shall mean a period of time commencing on the Effective Date and expiring ninety (90) days thereafter. Buyer shall have one (1) option to extend the Contingency Period for an additional period of sixty (60) days, which option shall be exercised by Buyer providing written notice thereof to Seller on or before the expiration date of the Contingency Period. If Buyer exercises the option to extend the Contingency Period, then all references herein to the Contingency Period shall be deemed to include such exercised option period.

- (2) During the Contingency Period, Buyer shall have the right, at its sole cost and expense, to (i) conduct due diligence upon the Property and to undertake such inspections, utility studies, testing, borings, surveys, assessments, appraisals, feasibility analyses, and other studies and reports with respect to the Property as Buyer, in its sole discretion, determines are necessary or prudent, and (ii) apply for, pursue and obtain any and all final, non-appealable approvals (which shall include expiration of any applicable referendum periods) of all private, public and governmental authorities that Buyer, in its sole discretion, deems necessary or prudent for Buyer’s intended use of the Property (collectively, the “Development Approvals”). Development Approvals may include, without limitation, entitlements (including, without limitation, reaching final agreement with Seller on use of TIF funds for certain public improvements); zoning/re-zoning approvals, ordinances and variances; preliminary and final development plan approvals; conditional use permits; building permits; licenses; tax abatements; and other permits and approvals in any way related to Buyer’s intended use of the Property. If Buyer is satisfied with its due diligence, inspections and approvals with respect to the Property, it may provide written notice thereof (the “Approval Notice”) to the Seller at any time prior to the expiration of the Contingency Period, in which event this Contract shall remain in full force and effect. If at any time during the Contingency Period (but prior to delivery of the Approval Notice) Buyer, in its sole discretion, elects in writing to terminate this Contract (which Buyer is expressly authorized to do for any reason or no reason), or if Buyer fails to deliver the Approval Notice prior to expiration of the Contingency Period, then this Contract shall terminate without further action of Buyer and the parties shall be released from all further obligations hereunder.

- (3) At all times during the Contingency Period, Buyer and Buyer’s consultants and contractors shall have access to the Property and all records of Seller relating to the Property during regular business hours to conduct inspections and tests deemed necessary by Buyer (including, without limitation, soil borings and environmental testing) for purposes of completing its due diligence and Seller shall cooperate in making the Property reasonably available for such purposes. In addition, Seller agrees to cooperate with and assist Buyer in obtaining the Development Approvals.

- (4) Any conditions disclosed during the Contingency Period as a result of any test, examination, inspection or survey and not objected to by Buyer during the Contingency

Period or that are accepted by Buyer shall be deemed approved by Buyer for purposes of this Contract. Buyer hereby indemnifies and agrees to defend and hold harmless the Seller from and against all liability, loss, damage and expense (including attorneys' fees) arising from any damage to persons or property caused by the inspection of the Property by Seller or its agents or consultants.

- (5) Buyer shall maintain commercial general liability insurance with a reputable insurer licensed in the State of Ohio, with a Best's rating of A10 or better, providing minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence, naming the Seller as an additional insured, and will furnish to the Seller, prior to entry onto the Development Site, a certificate of insurance in form satisfactory to the City. The indemnities contained herein shall survive the Closing or any termination of this Contract without a Closing for a period of one hundred eighty (180) days after Closing or termination, and shall not merge with the Deed or any other document to be delivered at Closing.

- B. Conditions of the Development Site: Buyer acknowledges and agrees that (a) except as expressly provided herein and in the documents signed and delivered by Seller to Buyer at Closing (the "Seller Closing Documents"), the Seller has made no representation or warranty whatsoever, express or implied, as to the condition, quantity or quality of the Development Site, or any portion thereof, and (b) Buyer agrees to accept the Development Site and all portions thereof in "AS IS" condition as of the date of Closing. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE SELLER IS SELLING AND BUYER IS PURCHASING THE DEVELOPMENT SITE ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS IN ITS CURRENT CONDITION, AND THE CITY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEVELOPMENT SITE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE CITY IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SUCH REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE SELLER IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS, BUYER HEREBY RELEASES THE SELLER FROM ANY AND ALL LIABILITY RELATING TO THE PRESENT CONDITION OF THE DEVELOPMENT SITE, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS. Except as otherwise expressly provided herein and in the Seller Closing Documents, Buyer hereby acknowledges, agrees, represents and warrants to the Seller that various factual matters unknown to Seller may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities that are currently unknown and unanticipated to or by Buyer, and Buyer further acknowledges, agrees, represents and warrants to the Seller that the waivers and releases

given herein have been negotiated by the parties and agreed to by Developer notwithstanding any such lack of knowledge of or anticipation by Buyer, and that Buyer nevertheless hereby releases, discharges and acquits, the Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities, except to the extent arising from the gross negligence or intentional misconduct of the Seller or its representatives, employees or agents. The provisions of this Section shall survive, without time limitation, the Closing or any termination of this Contract without a Closing, and shall not merge with the Deed or any other document to be delivered at Closing.

- C. Title: For purposes of this Contract, "Title Company" shall mean Clean Title Agency, Inc., 2154 East Main Street, Suite 301, Columbus, Ohio 43209, Attn: Jeffrey D. Meyer, Esq. Within thirty (30) days of the Effective Date, Buyer shall cause the Title Company to deliver an owner's title insurance commitment (together with copies of all exceptions) (the "Title Commitment") issued by the Title Company, in the amount of the Purchase Price of the Property. The Title Commitment shall be initially certified as of the date of examination of title with endorsement not before 8:00 a.m. on the business day prior to the date of Closing, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Buyer's intended use of the Property (as determined by Buyer). At Closing, Seller shall pay the cost of the title exam and Title Commitment and the premium for an ALTA 2006 Owner's Title Insurance Policy, in the full amount of the Purchase Price, with extended coverage over all general title exceptions (the "Title Policy"). Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender and any additional premiums associated with endorsements requested by Buyer or Buyer's lender. If the Title Commitment and/or any survey indicates that all or part of the Property is subject to defects, liens, encumbrances, easements, conditions, restrictions or encroachments other than those permitted in this Contract or to which Buyer objects (the "Objections"), then the Buyer shall give the Seller written notice of any Objections on or before expiration of the Contingency Period. The Seller shall, within ten (10) days after written notice thereof, remedy or remove any such Objection, obtain title insurance without exception therefor or elect not to cure such Objection. In the event Seller is unable to remedy or insure against an Objection or elects not to cure an Objection within the ten (10) day period, the Buyer may terminate this Contract by providing written notice to Seller within five (5) business days of Seller providing notice that Seller is unable or unwilling to cure an Objection. If Buyer terminates this Contract pursuant to the immediately preceding sentence, then the parties shall be released from all further obligations hereunder. At Closing, the status of title shall remain unchanged and the Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

At any time prior to Closing, Buyer shall have the right to notify Seller of Buyer's objection to any title exception which first appears of record after the effective date of any Title Commitment, or which is disclosed or made known to Buyer following Buyer's receipt of

the Title Commitment, it being understood and agreed that no such new title exception to which Buyer objects shall constitute a permitted exception hereunder unless Buyer shall expressly approve the same, and that the failure of Seller to correct or eliminate, prior to Closing, any such title exception not so approved by Buyer shall give Buyer the right to terminate this Contract by written notice to Seller prior to Closing. If Buyer terminates this Contract pursuant to the immediately preceding sentence, then the parties shall be released from all further obligations hereunder.

Notwithstanding anything contained herein to the contrary, Seller shall pay in full and cause to be released at Closing, all monetary liens against the Property caused by Seller's actions, and the same shall not be permitted exceptions hereunder regardless of whether or not Buyer objected to such monetary liens in its objection notice to Seller.

D. Closing.

- (1) The closing of the transaction contemplated by this Contract ("Closing") shall occur on the date that is thirty (30) days after expiration of the Contingency Period, or such other date as is mutually agreed to by the parties.
- (2) At Closing, Seller shall:
 - (i) pay any transfer taxes and conveyance fees, deed preparation, cost of the Title Commitment and Title Policy premium, Seller's legal expenses, other customary seller expenses, and fifty percent (50%) of any closing costs charged by the Title Company;
 - (ii) shall convey marketable, fee simple title (as described in Article III(C)) to the Property to the Buyer by deed of limited warranty, including a Reversionary Right to the City; and
 - (iii) deliver to Buyer and Title Company such settlement statements, affidavits and other documents as may be reasonably required to effectuate the Closing in accordance with the terms and conditions of this Contract and community custom.
- (c) At Closing, Buyer shall:
 - (i) pay the Purchase Price (subject to credits and pro-rations as set forth herein);
 - (ii) pay recording costs for the deed, Buyer's legal expenses, and fifty percent (50%) of any closing costs charged by the Title Company; and
 - (iii) deliver such settlement statements, affidavits and other documents as may be reasonably required to effectuate the Closing in accordance with the terms and conditions of this Contract and community custom.

E. City Conditions to Closing:

- (1) The obligations of the Seller/City under this Contract to sell the Development Site and consummate the transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent the Seller/City waives any of such conditions in writing at or prior to Closing:
 - (i) Buyer shall have obtained executed letters from one or more lenders sufficient for financing of the construction of the Project, and such financing will close simultaneously with the Closing;
 - (ii) The City of Reynoldsburg Planning Commission has approved the Major Site Plan submitted to approval of the Project;
- (2) If the conditions to transfer the Development Site are not satisfied prior to the Closing Date, the Seller/City shall have the option of terminating this Contract by notifying the Buyer of such election in writing, which writing shall specifically state the condition Buyer has failed to satisfy, and Buyer shall have a period of thirty (30) days following receipt of such notice in which to satisfy the specified condition(s) and the Closing Date shall be extended automatically to accommodate the cure period. If the specified condition is not satisfied within the thirty (30) day cure period, then this Contract shall terminate. Upon termination by the Seller/City, the parties will have no further rights or obligations under this Contract except for any provisions that expressly survive termination.
- (3) The Seller/City agrees to act in good faith and use commercially reasonable efforts to cooperate with the Buyer to satisfy the pre-closing conditions provided that Buyer properly follows established process for obtaining any required approvals and the Seller/City shall not be obligated to waive, amend, or modify any legal requirements or established processes for obtaining any required approvals.

F. No Material Changes: Unless approved by Buyer in writing in advance, Seller shall not enter into or permit any new leases, contracts, easements, liens or title encumbrances affecting the Property, or agree to renew/extend or make any material changes in any existing leases, contracts, easements, liens or title encumbrances related to the Property, from the Effective Date through Closing. In the event Seller breaches this provision, Buyer shall have the right to terminate this Contract. The foregoing right to terminate this Contract shall not in any way affect or limit any other right or remedy that Buyer may be entitled to under this Contract or at law or in equity.

G. Possession: Seller shall deliver exclusive possession of the Property to Buyer at Closing.

H. Rentals and Other Prorations: Rents and operating expenses, if applicable, shall be prorated as of the date of Closing. Seller, at Seller's expense, shall be required to terminate all service contracts, leases and other agreements pertaining to the Property at or prior to Closing.

- I. Fixtures and Equipment: The consideration shall include all fixtures at or related to the Property owned by Seller, if any.
- J. Damage or Destruction of Property: Risk of physical loss, damage or contamination to the Property shall be borne by Seller until Closing, provided that if any property covered by this Contract shall be damaged, destroyed or contaminated before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the Property and a credit at Closing for the amount of any insurance deductible payable by Buyer as a condition to receiving any such insurance proceeds, or (b) rescind the Contract by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction, in which event the parties shall be released from all further obligation hereunder. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.
- K. Condemnation: If condemnation proceedings are commenced against the Property or any portion thereof, or if Buyer receives information to the effect that such proceedings may be commenced against the Property or any portion thereof, Buyer shall have the right, exercisable by giving notice to Seller prior to Closing, to terminate this Contract, in which event the parties shall be released from all further obligation hereunder. If Buyer elects to accept the Property, all condemnation awards shall be paid or assigned to Buyer at Closing. Seller shall promptly inform Buyer if Seller becomes aware of any pending or threatened condemnation proceeding.
- L. Condition of Property: Seller agrees that upon delivery of the deed, the Property shall be in the same condition as on the Effective Date, reasonable wear and tear excepted and damage accepted by Buyer under Article III(J).
- M. Taxes and Assessments: At Closing, Seller shall (a) pay all delinquent taxes, including penalties and interest, all assessments that are a lien on the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing, (b) pay all other unpaid real estate taxes and assessments relating to years prior to Closing, and (c) credit on the Purchase Price all real estate taxes, assessments and agricultural use tax recoupments for the year of Closing, prorated through the date of Closing. The proration of undetermined taxes shall be conclusively based upon a three hundred sixty-five (365) day year, the last available tax rate, and a tax value calculated using the Purchase Price as the market value; giving due regard to applicable exemptions, recently voted millage, or change in tax rate, etc., whether or not the same have been certified. With regard to future assessments, Seller represents and covenants to Buyer, as of the Effective Date, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate, and no written notification has been received by Seller from public authority or owners' association of future improvements that would result in costs being assessed against the real estate.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

A. Buyer Representations and Warranties. Buyer represents and warrants to the City as follows as of the Effective Date:

- (1) Buyer is a limited liability company duly organized and validly existing and in good standing under the laws of Ohio. Buyer/Developer has the necessary power and authority to enter into this Contract, and this Contract constitutes the valid and binding obligation of Buyer/Developer in accordance with its terms. This Contract and the transactions contemplated hereby have been approved by the members of Buyer/Developer;
- (2) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”), the Department of Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action;
- (3) Buyer is in compliance with the State of Ohio campaign financing laws set forth in Ohio Revised Code (“ORC”) Chapter 3517;
- (4) Buyer is in compliance with ORC Section 2921.42, to the extent applicable; and
- (5) Buyer has no knowledge of any finding having been issued against it by the Auditor of the State of Ohio that is “unresolved”.

B. Seller Representations and Warranties. The Seller hereby represents and warrants to Developer as follows as of the Effective Date:

- (1) The Seller has the necessary power and authority to enter into this Contract, and this Contract constitutes the valid and binding obligation of the City in accordance with its terms.
- (2) The execution and delivery of this Contract by the Seller, and the consummation of the transactions contemplated hereby and the performance by the Seller of its obligations hereunder, have been duly authorized and do not violate any provision of any municipal, state or federal law, statutory or otherwise, to which the Seller or the Development Site is subject.
- (3) There is no litigation, proceeding or action pending or, to the best knowledge of the City Attorney, the Mayor, or the Auditor of the City, threatened in writing against or relating to the Development Site, before any federal, state or local court or regulatory agency, or other governmental authority, which could reasonably be expected to have a materially adverse effect on the Development Site, and no written notice of any of

- the above has been received by the City Attorney, the Mayor, or Auditor of the City.
- (4) There are no condemnation actions threatened or pending regarding the Development Site and no notice of any has been received by the City Attorney, the Mayor, or the Auditor of the City.
 - (5) The Seller has not entered into any purchase contracts, rights of refusal, options or other agreements of any kind whereby any person or entity other than the Seller has acquired any right, title or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Development Site and there are no leases, tenancies or other possessory interests in the Development Site which will continue after the Closing Date.
 - (6) No representation or warranty of the Seller contained in this Contract, and no written statement made by or on behalf of the Seller to Buyer pursuant to this Contract, contains an untrue statement of a material fact.
- C. All of the foregoing representations, warranties and covenants shall survive or continue following the Closing.

ARTICLE V: CONSTRUCTION OF THE PROJECT

- A. Construction of the Project. The various components of the Project will be constructed in accordance with the requirements set forth in the Reynoldsburg Zoning Code, the approved Major Site Plan, and all applicable City approvals and permits. In addition, the Project will be constructed of high quality materials. "High quality materials" shall mean durable and authentic materials containing thoughtful detailing.
- B. Timing Requirements. The anticipated timeline and master schedule for the Project is attached hereto as Exhibit D (the "Master Schedule") and Developer shall use commercially reasonable efforts to cause the Project to be constructed in accordance with such Master Schedule. The Master Schedule may be amended from time to time by Developer as development of the Project progresses, in Developer's discretion, but with prior written notice to the City, but not its prior written approval. Notwithstanding the foregoing, the outside commencement date set forth on the Master Schedule and the Outside Completion Dates may only be extended by Developer in Developer's discretion for a period of up to sixty (60) days ("Developer's Extension Right"), or as a result of Unavoidable Delays. Developer anticipates commencing construction of the Project no later than ninety (90) days after the Closing Date and anticipates completing construction of the entire Project on or about (Insert Date) .
- C. Project Funding. Except as otherwise set forth in this Contract, Developer is solely responsible for funding the Project, whether through equity, conventional financing, or otherwise. The City will cooperate with and provide support to Developer in its efforts to identify and apply for additional available city, county, state and federal funding for the Project and will consider providing, without being obligated to provide, additional

incentives to support the economic viability of the Project. The City will further negotiate, in good faith, with Developer on a reimbursement agreement for costs of construction of public infrastructure improvements, which includes the access way and public parking lot, associated with the Development Site through proceeds received from the appropriate Tax Increment Financing (TIF) District. The reimbursement agreement will address such matters typically covered in public/private TIF reimbursement arrangements, including, without limitation, establishing the components of the Project costs available for reimbursement (including interest costs incurred by the Buyer prior to reimbursement) and reimbursement timing. The parties will (i) negotiate in good faith and finalize the form and substance of the reimbursement agreement during the Contingency Period, and (ii) execute and deliver the reimbursement agreement at Closing. Buyer's obligations hereunder shall be conditioned on the parties entering into the reimbursement agreement at or prior to Closing.

- D. Unavoidable Delays. Except as otherwise provided herein, Developer shall not be considered in default of its obligations to be performed under this Contract if delay in the performance of such obligations is due to acts of God, acts of public enemies, orders or restraints of any kind of the government of the United States of America or of the State of Ohio or any of their departments, agencies, or officials, or any civil or military authority, riots, landslides, earthquakes, hurricanes, tornados, floods, the actions of the City or failures of the City to perform its obligations hereunder, the failure of the City and the City Review Bodies to timely review and approve the Project or any component thereof in accordance with the Master Schedule, or any other matter relating to the Project requiring approval hereunder or other cause similar in nature to the foregoing beyond its control and without its fault or negligence ("Unavoidable Delays"), but not including lack of financing or financial capacity by the Developer. In the event of the occurrence of any Unavoidable Delays, the time or times for performance of such obligations shall be extended for the period of the enforced delay up to a maximum period of 180 days; provided, however, that Developer shall within a reasonable time after the beginning of any such Unavoidable Delays, notify the City in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within a reasonable time after the end of the delay, notify the City of the actual duration of the delay. In addition, the term "Unavoidable Delays" shall include delays in the issuance of any permits necessary to construct the Project, unless such delay is due solely to Developer's failure to deliver such documentation or information necessary to issue such permit.
- E. Quality of Work; Minimization of Interference. Developer will use commercially reasonable efforts to ensure that all work done in connection with the construction of the Project or any renovation, rehabilitation, restoration or repair thereto shall be done in a good and workmanlike manner, free from material faults and defects and in compliance with the applicable building and zoning laws and will comply with all laws, ordinances, order and requirements of all governmental authorities. Prior to commencing construction, Developer, with input from the City, shall develop a plan to minimize the impact of construction activities on adjacent residents, including addressing contractor parking, truck circulation, permitted construction hours and construction phasing.

- F. Bonding. Prior to commencing construction on the Project, Developer shall cause to be delivered to the City a performance bond and labor and material payment bond (collectively, a “Payment and Performance Bond”), covering the work of Developer’s general contractor issued by a surety company licensed to do business in the State of Ohio as surety, covering such components of the Project that constitute public improvements and for which construction is about to begin. The aforementioned Payment and Performance Bond shall include a multiple obligees rider that adds the City as an additional obligee of the Payment and Performance Bond. The Payment and Performance Bond may be released and terminated at such time that the portion of the work constituting public improvements is completed.
- G. Insurance. Developer shall obtain and/or cause its contractors to maintain all policies of insurance:
- (1) Builders Risk Insurance. During construction and subsequent reconstruction, restoration, renovation or rehabilitation of the Project, Developer shall procure and maintain, and/or cause its contractors or agents to procure and maintain all builders’ risk and fire insurance with extended coverage upon the Project improvements then to be constructed in the amount of one hundred percent (100%) of the replacement cost thereof.
 - (2) Public Liability Insurance. During construction and until completion of the construction of the Project improvements, Developer shall insure against all claims for personal injury or death or property damage occurring in or about the Development Site, with a reputable insurer licensed in the State of Ohio, with a Best’s rating of A10 or better, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Five Million Dollars (\$5,000,000) per occurrence bodily injury/property and Five Million Dollars (\$5,000,000) aggregate damage/occurrence.

ARTICLE VI: DEFAULT; REMEDIES

- A. In General. Except as otherwise provided in this Contract, in the event of any default in or breach of this Contract, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within 30 days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) days, such longer period of time as may be reasonable, but in no event longer than 180 days after receipt of the notice. If such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after such written notice, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing:

- i. if Buyer defaults by failing to close when Buyer is obligated to do so, Seller's sole remedies shall be to either (a) terminate this agreement, in which Buyer will compensate Seller for any additional project costs, including any real estate tax obligations so incurred from the time of this Contract to default and thereafter the parties shall be released from all obligations hereunder except those obligations expressly intended to survive termination, or (b) seek specific performance; and
 - ii. if Seller defaults by failing to close when Seller is obligated to do, Buyer's sole remedies shall be to either (a) terminate this agreement, in which event Seller shall reimburse Buyer for Buyer's documented third party expenses and thereafter the parties shall be released from all obligations hereunder except those obligations expressly intended to survive termination, or (b) seek specific performance.
- B. Bankruptcy. Without limiting the generality of Article VI(A), it also shall be an event of default hereunder if Developer shall:
 - (1) make any assignment of its property for the benefit of creditors;
 - (2) permit the appointment of a receiver, trustee or assignee with respect to all or substantially all of its assets;
 - (3) declare bankruptcy or insolvency; or
 - (4) have any bankruptcy proceedings commenced by or against it, provided, however, the commencement of an involuntary proceeding against Developer shall not be an event of default if dismissed within 60 days following commencement.
- C. Failure to Complete Construction of the Project.
 - (1) Without limiting the generality of Article VI(A) or any other remedies the City may have in connection with Developer's default or breach of this Contract, if Developer or its Mortgagee fails to complete construction of any component of the Project by the applicable Completion Date, subject to any extension as a result of Developer's Extension Right, any extension as a result of Unavoidable Delays, and any applicable notice or cure period, the City shall have the right (but not the obligation) to repurchase (the "Repurchase Right") the Development Site for which construction is required to be, but is not yet complete, by delivery of written notice to Developer and its Mortgagee (the "Repurchase Notice"). Within 90 days after receipt of the Repurchase Notice, unless Developer cures the applicable defaults within such 90-day period, Developer shall (i) convey fee ownership of the applicable component of the Project to the City by limited warranty deed (the "Repurchase Deed") in substantially the same form as the Deed, free and clear of all liens and other encumbrances, other than (A) those liens and encumbrances that were in effect immediately prior to the Closing Date, (B) those liens associated with any security instruments associated with the financing of the Project encumbering

the component of the Project at issue as of the date of receipt of the Repurchase Notice (collectively, the “Secured Liens”), and (C) any mutually acceptable reciprocal easement agreement that be necessary for the continued use and development of the other portions of the Project, and (ii) indemnify the City against any changes in the environmental condition of the applicable component of the Project arising after the Closing Date but prior to the date of the reconveyance, which indemnification shall survive any termination of this Contract and shall not merge with the Repurchase Deed.

- (2) Promptly after sending the Repurchase Notice, the City shall obtain an updated appraisal (the “Updated Appraisal”) for the Development Site (the “Post-Closing Appraised Value”). In connection with the conveyance to the City pursuant to the Repurchase Deed, the City shall pay Developer an amount equal the Purchase Price plus any increase in value reflected in the Post-Closing Appraised Value for the component at issue, less any sums required to payoff and release in full the Secured Liens. Notwithstanding anything herein to the contrary, the City shall have the right to revoke the Repurchase Notice at any time up until thirty (30) days after receipt of the Accepted Appraiser’s written determination of the Post-Closing Appraised Value, by delivery of written notice to Developer. The cost of the Updated Appraisal shall be borne equally by Developer and the City.
- (3) Other Rights and Remedies; No Waiver by Delay. The City and Developer shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Article, provided, that any delay by the City or Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that the City or Developer should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Article because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved), nor shall any waiver in fact made by the City or Developer with respect to any specific default by the City or Developer under this Article be considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults by the City or Developer under this Article or with respect to the particular default except to the extent specifically waived in writing.
- (4) Reports and Materials. If this Contract is terminated pursuant to this Article VI, within five (5) Business Days (defined below) after such termination, Developer shall deliver to the City a complete set of all surveys, title reports, environmental reports, soil studies and all other written materials, records or other documents related to the Project that are in Developer’s possession or under its control.

ARTICLE VII: MISCELLANEOUS

- A. **NOTICES:** Any notice required or provided for herein shall be sent to the applicable address set forth below by certified mail, return receipt requested, by recognized overnight courier, by personal delivery or by email (followed by a hard copy sent by recognized overnight courier) and shall be effective upon delivery, provided that notices delivered by overnight courier only shall be deemed received the next business day after deposit with a recognized overnight courier service for overnight delivery. Any party hereto may, by notice given as aforesaid, change its address for any subsequent notices.

If to Seller:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Joe Begeny, Mayor
Email: jbegeny@ci.reynoldsburg.oh.us

If to Buyer:

Trivium Development LLC
210 N. Lazelle Street
Columbus, Ohio 43215
Attn: Tim Spencer
Email: tim@triviumdevelopment.com

With a copy to:

City of Reynoldsburg
Office of the City Attorney
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Chris Shook, City Attorney
Email: cshook@ci.reynoldsburg.oh.us

With a copy to:

Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
Attn: Robert S. Ryan, Esq.
Email: robryan@kephartfisher.com

- B. **ASSIGNMENT:** Buyer shall have the right to assign its rights and obligations under this Contract to an entity that is, directly or indirectly, controlling, controlled by or under common control with Buyer, provided that (a) Buyer delivers written notice of such proposed assignment to Seller prior to Closing, and (b) at or prior to Closing, Buyer and such entity execute and deliver to Seller a document by which Buyer assigns, and such new entity assumes, all of the duties and obligations of Buyer under this Contract. Except for the assignment permitted under the previous sentence, Buyer shall not assign this Contract without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller may not assign this Contract without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- C. **BROKERS:** Buyer and Seller each represent and warrant that it is not represented by and has not communicated with or engaged any broker in respect of the Property or this Contract. Each party agrees to indemnify, defend, and hold the other party, its employees, agents, officers, heirs, successors and assigns harmless from and against any claims made by any broker or finder for a commission or fee in connection with this Contract or the Closing thereof resulting from any act of Buyer or Seller, as applicable.
- D. **GOVERNING LAW:** This Contract shall be governed by and construed or enforced in accordance with the laws of the State of Ohio.

- E. **COUNTERPARTS; FACSIMILE SIGNATURES:** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile or PDF copy of a signature of a party on this Contract shall be fully effective as if an original signature.
- F. **TIME OF ESSENCE.** Time is of the essence of this Contract. However, if this Contract requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- G. **CONSTRUCTION.** The terms and provisions of this Contract represent the results of negotiations among the parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Contract shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Contract that ambiguous or conflicting terms or provisions contained in this Contract shall be interpreted or construed against the party whose attorney prepared the executed Contract or any earlier draft of the same.
- H. **INCORPORATION OF EXHIBITS BY REFERENCE.** All Exhibits to this Contract are fully incorporated herein as though set forth at length herein.
- I. [Reserved].
- J. **LIMITATION OF LIABILITY.** No member, official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Contract. No shareholder, member, officer, director or employee of Developer or its Affiliates shall be personally liable to the City, in the event of any default or breach by Developer or its Affiliates or for any amount which may become due to the City or on any obligation under the terms of this Contract. Developer's and its Affiliates' liability under this Contract shall be limited to the interest of Developer and its Affiliates in the Development Site and the interests of direct and indirect transferees thereof, rights arising under this Contract and design and other work product associated with the Project.
- K. **RECORDING.** At or prior to Closing, the parties will prepare and execute a memorandum of the pertinent provisions of this Contract pertaining to the development of Property that survive Closing, which memorandum shall be recorded in the land records of Franklin County, Ohio.
- L. **AGREEMENT RUNS WITH THE LAND.** All of the provisions, rights, terms covenants, and obligations contained in this Contract shall run with the land and be binding upon the parties and their respective heirs, successors and assignees.

- M. CITY APPROVALS. Any provision of the Contract requiring the approval of the City, satisfaction or evidence of satisfaction of the City, or certification or opinion of the City, shall be interpreted as requiring action by the Mayor of the City or his/her designee granting, authorizing or expressing such approval, satisfaction certificate, certification or opinion, as the case may be, unless such provision expressly provides otherwise, or unless authorization for such approval is required by the City Council of the City under applicable law.
- N. MISCELLANEOUS: This Contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Contract shall be in writing, signed by Buyer and Seller and copies provided to them. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors, and assigns. All provisions of this Contract shall survive the Closing. The prevailing party shall be entitled to recover its/his/her costs and expenses in any action brought to enforce the terms and conditions hereof, including reasonable attorneys' fees. Buyer hereby discloses that one or more of the owners of Buyer is a licensed real estate agent in the State of Ohio.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract as of the Effective Date.

BUYER:

TRIVIUM DEVELOPMENT LLC,
an Ohio limited liability company

By: _____
Timothy Spencer
President

Date: _____

SELLER:

THE CITY OF REYNOLDSBURG, OHIO,
an Ohio municipal corporation

By: _____
Joe Begeny
Mayor

Date: _____

APPROVED AS TO FORM:

Chris Shook, Reynoldsburg City Attorney

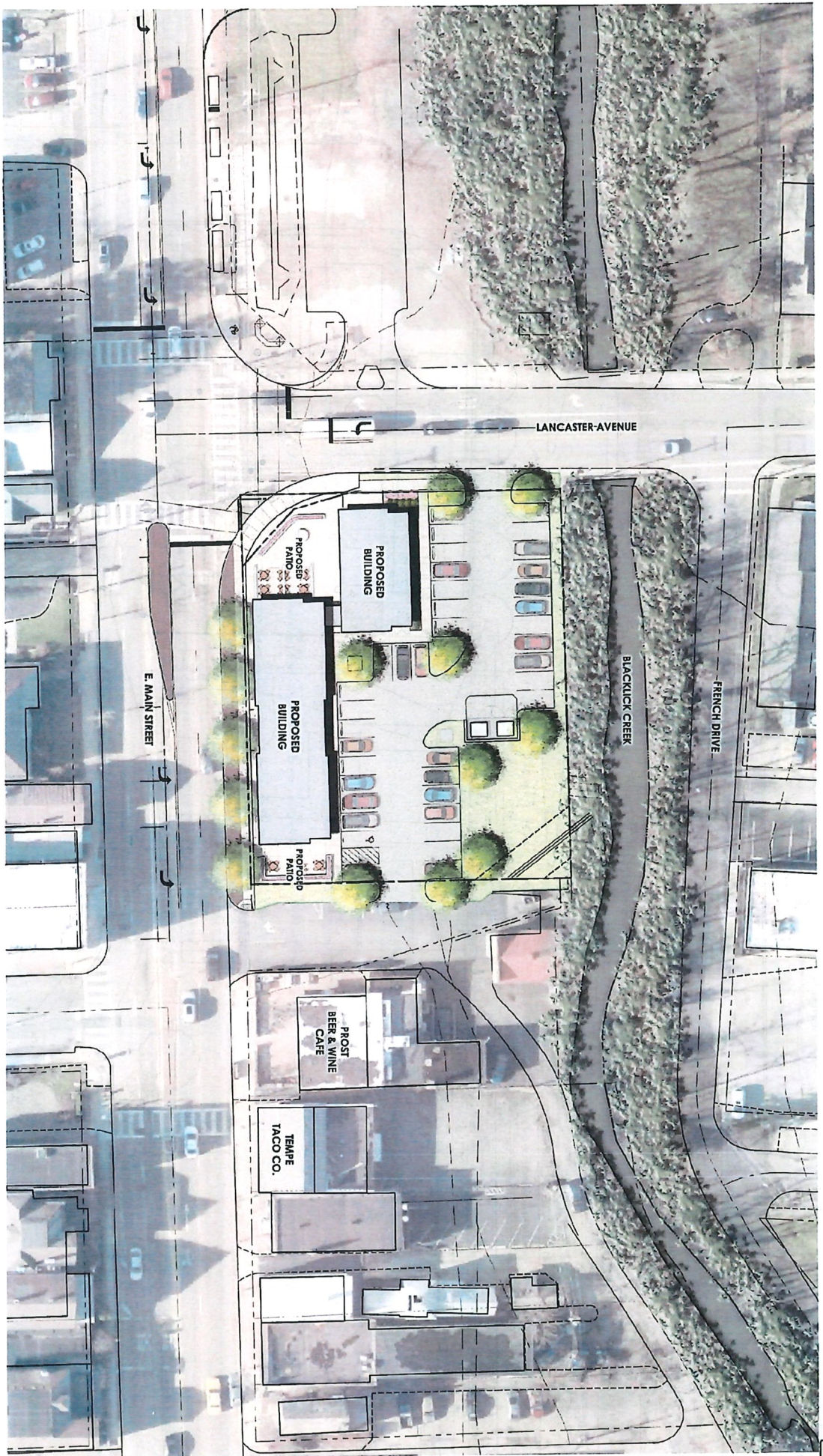
Attachment: Trivium Purchase and Sale Agreement [Revision 1] (60-2022 : Trivium Purchase and Sale Agreement (Happy Dragon))

Exhibit A
Depiction of Property



Exhibit B
Ordinance

Attachment: Trivium Purchase and Sale Agreement [Revision 1] (60-2022 : Trivium Purchase and Sale Agreement (Happy Dragon))



ILLUSTRATIVE PLAN

EAST MAIN STREET - REYNOLDSBURG

PREPARED FOR TRIVIMUM DEVELOPMENT LLC
DATE 3/24/22

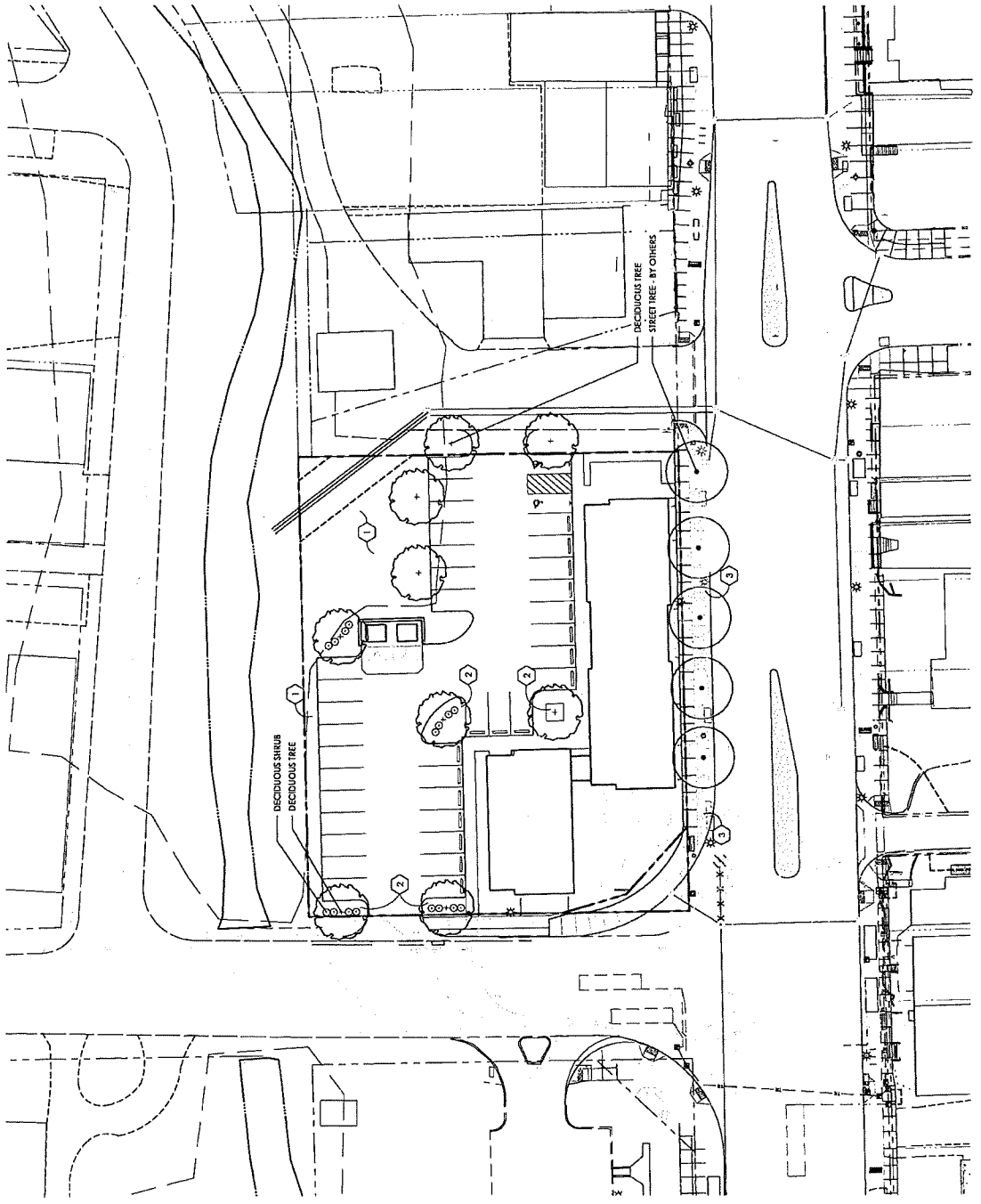
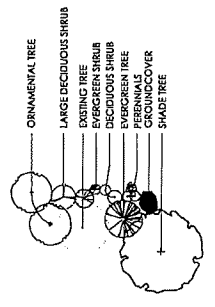
TRIVIMUM
10000 E. Main Street, Suite 100
Reynoldsburg, OH 43081
760.200.1234

Paris Planning & Design
10000 E. Main Street, Suite 100
Reynoldsburg, OH 43081
760.200.1234

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- CONSTRUCTION NOTES:**
- ① LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
 - ② LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
 - ③ ALL PROPOSED LANDSCAPE IMPROVEMENTS WITHIN RIGHT-OF-WAY TO BE COMPLETED BY OTHERS - PER EAST MAIN STREET IMPROVEMENT PLANS

PLANT KEY TYPICALS



REYNOLDSBURG ZONING CODE LANDSCAPE REQUIREMENTS	PROPOSED
CODE	PROPOSED
TREE REPLACEMENT (1105.07 - E)	TREE REPLACEMENT QUANTITIES
EACH EXISTING MAJOR TREE WITH A CALIPER OF 12" OR LARGER REMOVED SHALL BE REPLACED WITH A MAJOR TREE, HAVING A MINIMUM CALIPER OF 12" MEASURED AT 4' ABOVE THE GROUND.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
STREET TREES (1105.07 - G)	STREET TREES TO BE PLANTED
TREES TO BE APPROVED BY THE CITY OF REYNOLDSBURG. SHALL BE PLANTED ALONG THE PUBLIC RIGHT-OF-WAY OF ANY DEVELOPMENT, MINIMUM 2' CAL.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
INTERIOR LOT LANDSCAPING (1105.07 - H, I, J) FOR COMMERCIAL USE	INTERIOR LOT LANDSCAPING
1" TREE CALIPER MUST BE PLANTED FOR EACH 7000 SQUARE FEET LOT SITE: 19,385 SQ. FT. = 10 CALIPER INCHES REQUIRED FOR INTERIOR LOT LANDSCAPING.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
CREDIT OF EXISTING TREES ON SITE (1105.07 - H, I, J)	CREDIT OF EXISTING TREES
EXISTING TREES TO BE CREDITED FOR LANDSCAPING REQUIREMENTS SHALL BE MEASURED AS 1" ABOVE THE GROUND.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
INTERIOR PLANTING REQUIREMENTS (CALIPER MEASURED AT 4' ABOVE THE GROUND)	INTERIOR PLANTING REQUIREMENTS
PARKING AREA LANDSCAPING (1105.07 - J, K, L)	PARKING AREA LANDSCAPING
FOR EVERY 100 PARKING SPACES OR FRACTION THEREOF, (2000) SQUARE FEET OF INTERIOR LANDSCAPED PARKING LOT AREA ARE REQUIRED, CONTAINING AT LEAST (1) TREE WITH A CALIPER OF 12" OR LARGER AND (10) 1" TREE CALIPER. PERMANENTLY PLANTED SHALL BE (200) SQUARE FEET WITH A MINIMUM CALIPER OF 12" AND (10) 1" TREE CALIPER.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS
MECHANICAL EQUIPMENT SCREENING (1105.07 - K, L)	MECHANICAL EQUIPMENT SCREENING
SCREENING SHALL BE PROVIDED TO SCREEN MECHANICAL EQUIPMENT FROM THE PUBLIC RIGHT-OF-WAY AND ADJACENT PROPERTIES, WHILE ALLOWING CONVENIENT ACCESS.	BY OTHERS PER EAST MAIN STREET IMPROVEMENT PLANS

LANDSCAPE PLAN

AST MAIN STREET - REYNOLDSBURG
PREPARED FOR TRIVIUM DEVELOPMENT LLC
9/24/22

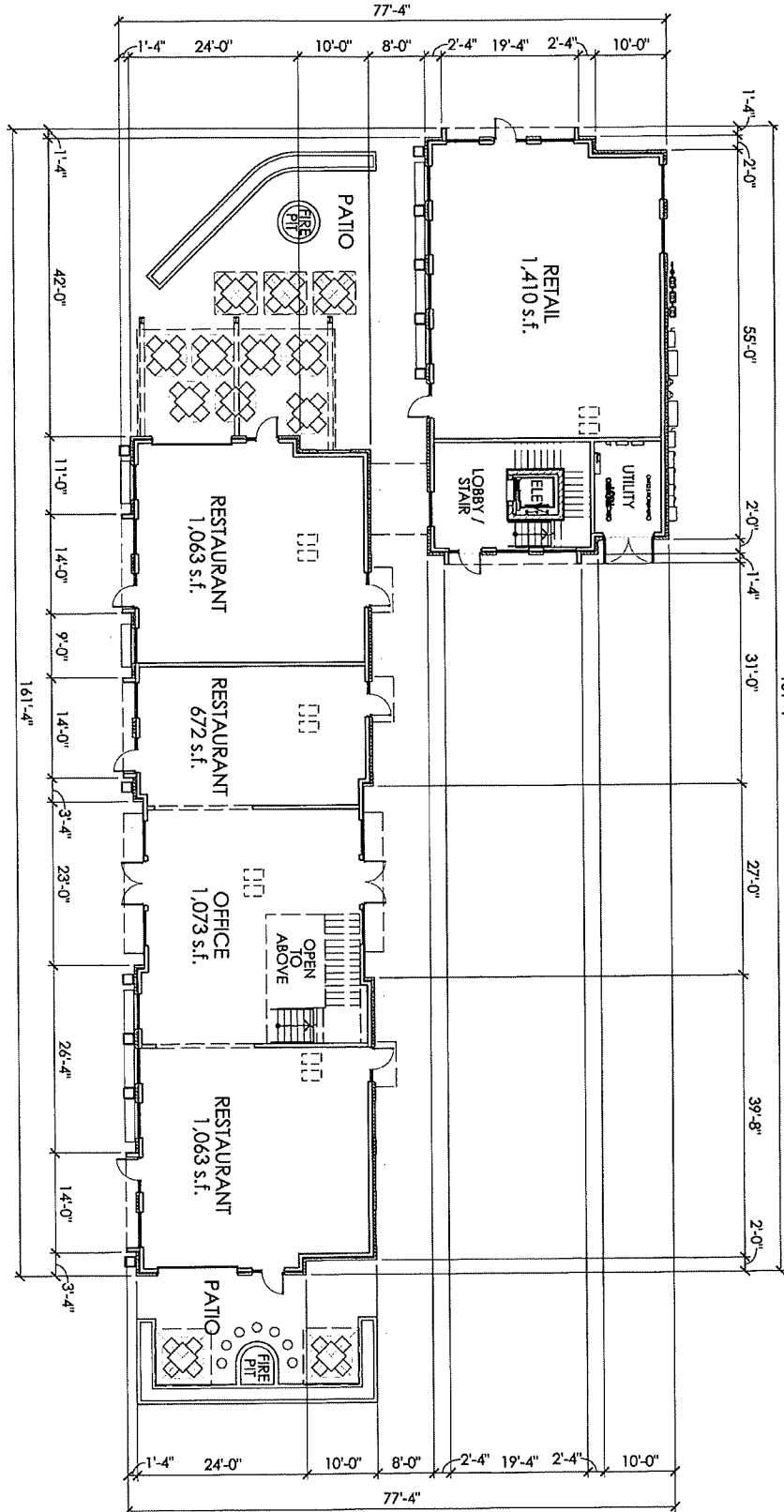


LAND PLANNING • LANDSCAPE ARCHITECTURE
Paris Planning & Design
4846 Creechery
P.O. Box 146
www.parisplanning.com
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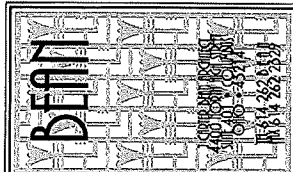
A
SCALE: 1/16" = 1'-0"
GROUND FLOOR PLAN

GROUND FLOOR: 5,814 GROSS SQUARE FEET
SECOND FLOOR: 5,848 GROSS SQUARE FEET
TOTAL AREA: 11,662 GROSS SQUARE FEET



MAR 29 2022

A-1	GROUND FLOOR PLAN	MAIN & LANCASTER NE CORNER OF MAIN ST. AND LANCASTER AVE. REYNOLDSBURG, OHIO FOR TRIVIMUM DEVELOPMENT 210 NORTH LAZELLE STREET COLUMBUS, OHIO 43215				
		ISSUE	REVISION	DATE		
		2022		03/29/22		

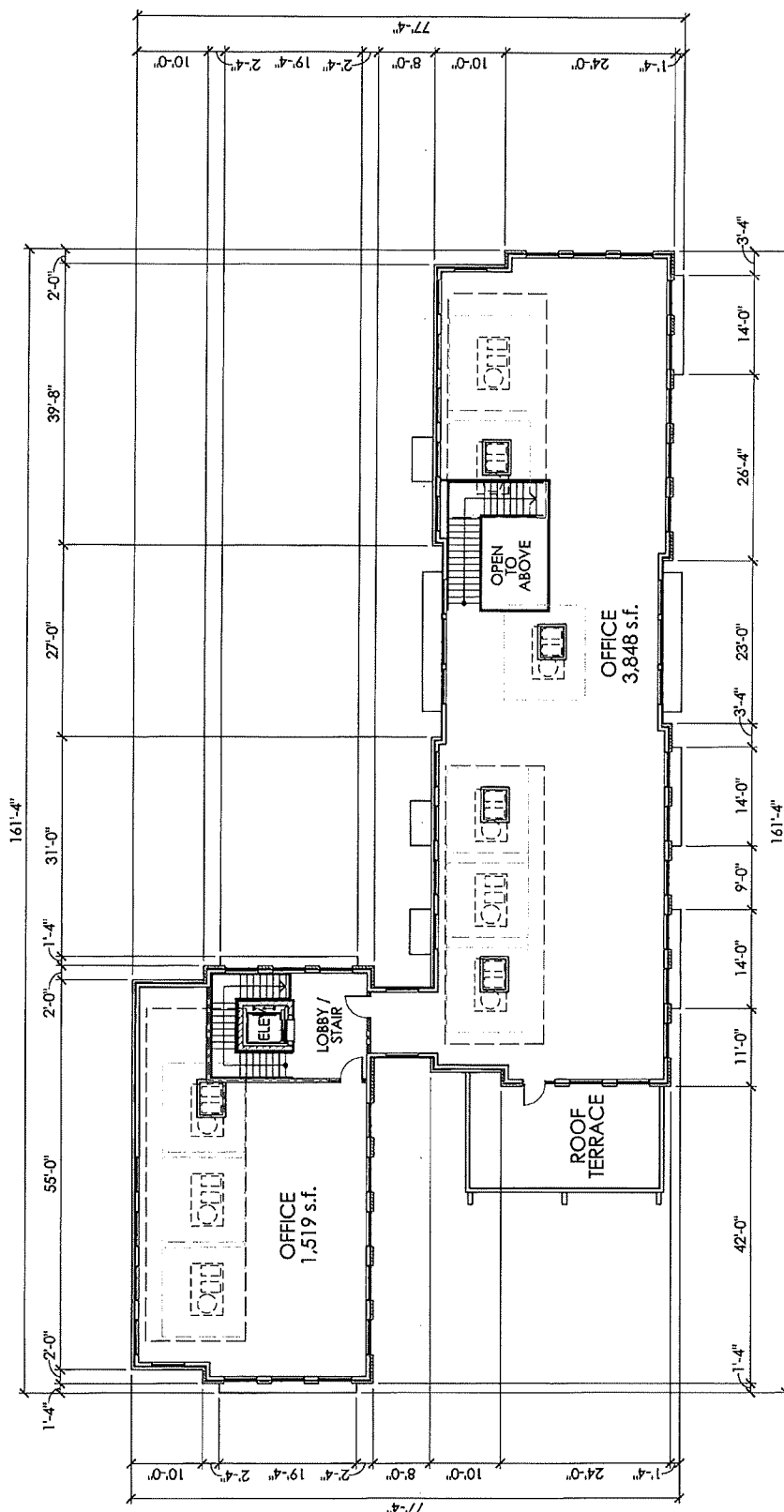


MAIN & LANCASTER
NE CORNER OF MAIN ST. AND LANCASTER AVE.
REYNOLDSBURG, OHIO
FOR
TRIUMF DEVELOPMENT
210 NORTH LAZELLE STREET

[illegible]

SECOND
FLOOR PLAN

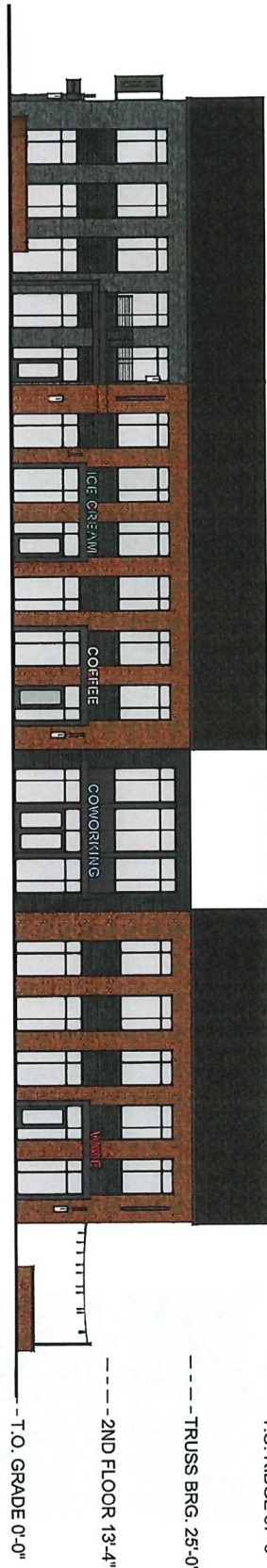
A-2



GROUND FLOOR: 5,814 GROSS SQUARE FEET
SECOND FLOOR: 5,848 GROSS SQUARE FEET
TOTAL AREA: 11,662 GROSS SQUARE FEET

SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"



A

SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



B

WEST ELEVATION

SCALE: 1/16" = 1'-0"



MECHANICAL SCREEN:
PERFORATED ANODIZED ALUMINUM



ASPHALT SHINGLES: GAF
SLATELINE ENGLISH GRAY



BRICK 1: GLEN GERRY ALBANY



BRICK 2: GLEN GERRY VALLEY FORGE



METAL CLADDING: DM1 MUSKET GREY

MAIN & LANCASTER

NE CORNER OF MAIN ST. AND LANCASTER AVE.
REYNOLDSBURG, OHIO

FOR

TRIVIUM DEVELOPMENT

210 NORTH LAZELLE STREET
COLUMBUS, OHIO 43215

BLINN

2000 BLINN BLVD
COLUMBUS, OHIO 43215
PH: 614.292.2513
WWW.BLINNBLVD.COM

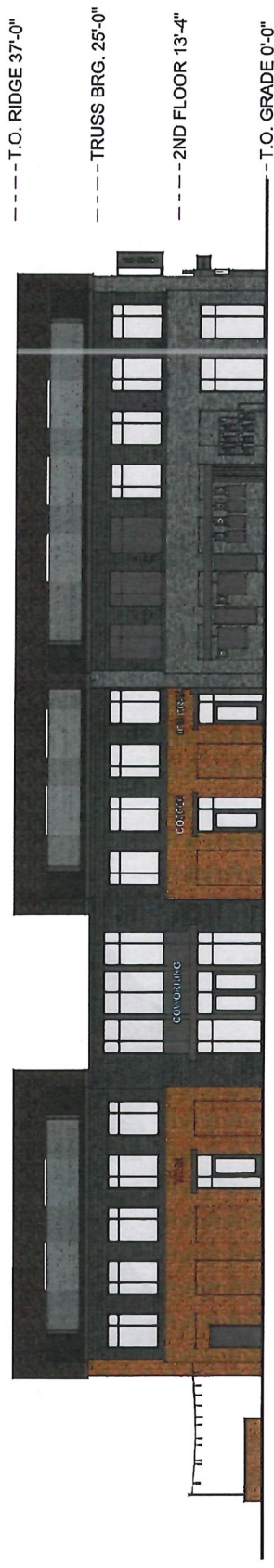
REVISIONS

NO.	DATE	DESCRIPTION	BY
1	06/23/2022	ISSUED FOR PERMIT	DM

BUILDING ELEVATIONS

BLINN 000010

A-3

[illegible]

Construction Schedule / Exhibit D

Project Name: Project Paragon

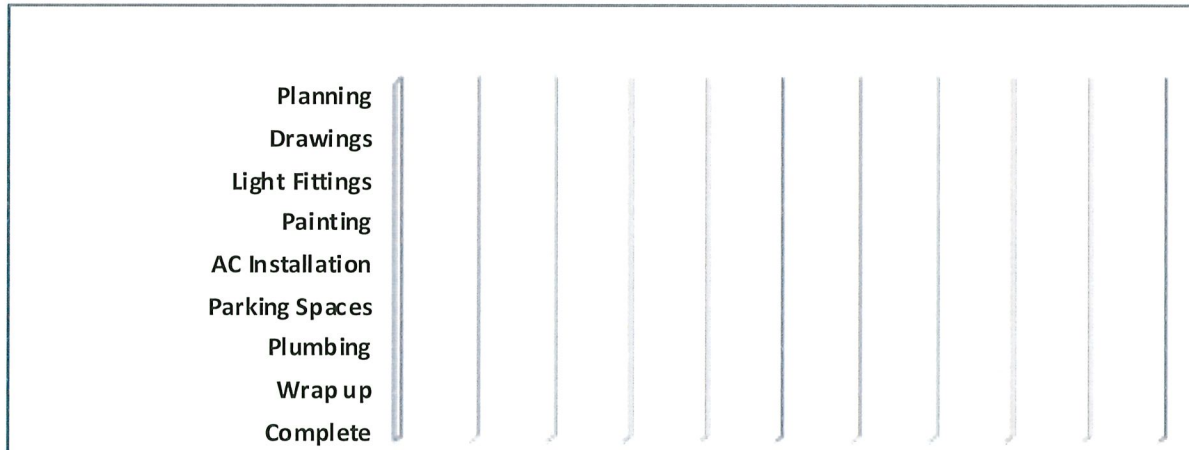
Start Date: 9/19/22

Total Duration: 395 days

Project Manager: TS

End Date: 10/1/23

TASK DESCRIPTION	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION
Planning			5/23/22	8/1/22	
Raw Material Accumulation					
Drawings					
Floors Creation					
Light Fittings					
Underground					
Painting					
Accessories Installation					
AC Installation					
Fire Extinguishers					
Parking Spaces					
HVAC					
Plumbing					
Final Inspections					
Wrap up					
Terminal Cleaning					
Complete					



Memorandum of Understanding

Between

THE CITY OF REYNOLDSBURG

and

TRIVIUM DEVELOPMENT, LLC

This Memorandum of Understanding (MOU) sets for the terms and understanding between the City of Reynoldsburg, an Ohio municipal corporation (“City”) and the Trivium Development, LLC, an Ohio limited liability company (“Trivium”) related to right-of-way acquisition and public infrastructure improvements upon property adjacent to Franklin County Parcel Number 060-000215 (the “Property”).

Background

The parties to this MOU have entered, or are entering, into a Real Estate Purchase Contract whereby City is selling to Trivium certain parcels of real estate at the corner of Lancaster Ave. and E. Main Street in the City of Reynoldsburg in exchange for monetary consideration and the construction of a minimum 11,500 square foot office and retail space (“Project”) designed to enhance commerce and aesthetics in the Olde Reynoldsburg Commercial District (ORD-C). The parties desire to provide for necessary ingress and egress, along with public parking that will benefit all commercial development along the ORD-C corridor.

Purpose

This MOU will set forth the City’s commitment to engaging in reasonable efforts to acquire right-of-way and engage in design, engineering, and construction of appropriate ingress/egress and public parking adjacent to the Property. These goals will be accomplished by undertaking the following activities:

The City agrees to undertake and complete, at its sole cost and expense, improvements to the public right-of-way located along the eastern boundary of the Property (the “City Improvements”), which right-of-way provides the direct means of ingress and egress access to and from the Property and East Main Street. The City Improvements will utilize quality design and materials consistent with those used in the Project and will create a first class entrance into the Project. The City Improvements will include without limitation:

- 1) Acquire area between the Property and the adjacent property to the east containing the drive aisle and convert to public right-of-way; and
- 2) In areas of existing pavement within the public right-of-way, the existing pavement is to be milled and overlaid, any proposed pavement to match existing, adjoining pavement section; and
- 3) Signage to be provided notifying drivers of the Flood Hazard; and
- 4) Utility relocation as needed; and

- 5) Convert French Drive into a one-way road with additional parking conditioned upon feasibility with storm water regulations.

The City will coordinate construction of the City Improvements with Trivium and its general contractor so that construction and completion of the City Improvements will coincide, in a timely manner, with the construction and completion of the Project.

Funding

The parties acknowledge that this MOU depends upon the City's ability to acquire right-of-way necessary to effectuate its purpose, provided such right-of-way will be acquired at no cost to the City. Further, the parties acknowledge this MOU depends upon the City's financial capability and compliance with the bidding process provided by the Reynoldsburg City Charter as well as the Codified Ordinances of the City of Reynoldsburg.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials and representatives of the parties. This MOU shall become effective upon signature by the authorized officials and representatives from the parties and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: Joe Begeny, Mayor
Email: jbegeny@ci.reynoldsburg.oh.us

Trivium Development LLC
210 N. Lazelle Street
Columbus, Ohio 43215
Attn: Tim Spencer
Email: tim@triviumdevelopment.com

Date:

Joe Begeny
Mayor of the City of Reynoldsburg

Date:

Tim Spencer
President, Trivium Development, LLC

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: May 23, 2022

TO: Finance and Administration Committee

RE: TIF Reimbursement Agreement with Trivium

Approval:

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

Emergency/Suspension: Emergency

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

This Ordinance would authorize the Mayor to enter into a TIF Reimbursement Agreement with Trivium Development related solely to public infrastructure costs associated with the construction of a public parking lot with 38 public parking spaces at the Northeast corner of Lancaster Avenue and East Main Street. The funds for reimbursement would be provided through the Brice/Main TIF previously established.

Explanation of legislation and need: This Agreement is in conjunction with the Purchase and Sale Agreement with Trivium

An Ordinance Authorizing the Mayor to Enter into a Capital Improvement Construction Reimbursement Agreement with Trivium Development LLC, and Declaring an Emergency

WHEREAS, the City desires to provide sufficient available public parking for the benefit of all small businesses located within the East Main Street corridor; and

WHEREAS, as part of re-development efforts for the Northeast corner of Lancaster Avenue and East Main Street in the City of Reynoldsburg, the City is entering into a Purchase and Sale

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

Agreement with Trivium Development, LLC for the transfer of real property for such purpose;
and

WHEREAS, Trivium Development, LLC has committed to constructing a parking lot open to the public as part of its commercial re-development, such parking lot to contain thirty-eight (38) public parking spaces; and

WHEREAS, this Council previously approved, pursuant to Ordinance Number 102-18, the creation of a 30-year, 100% Tax Increment Financing District (known as the "Main and Brice TIF"); and

WHEREAS, the City desires to reimburse Trivium Development, LLC for its costs incurred in the construction of the public parking lot from the service payments received by the Main and Brice TIF as such improvements benefit the TIF District; and

WHEREAS, this Council hereby authorizes the Mayor to enter into a Capital Construction Reimbursement Agreement with Trivium Development, LLC, and finds that such an agreement is in the best interest of the City.

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

Section 1. That the Mayor be and is hereby authorized to enter into a Capital Construction Reimbursement Agreement with Trivium Development, LLC, an Ohio limited liability company, for reimbursement of costs incurred for public infrastructure improvements, pursuant to the terms set forth in the Agreement. The Agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City to facilitate a timely sale, wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

**CAPITAL IMPROVEMENTS PROJECT
CONSTRUCTION REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF REYNOLDSBURG
AND
TRIVIUM DEVELOPMENT LLC
FOR
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

This Construction Reimbursement Agreement, hereinafter the AGREEMENT, made and entered into this _____ day of _____, 2022, hereinafter the EFFECTIVE DATE, by and between the City of Reynoldsburg, State of Ohio, hereinafter designated as the CITY, pursuant to and under the authority of Ordinance No. _____, passed by the City Council of the City of Reynoldsburg, approved by the Mayor of said CITY, and attested to by the City Clerk on the _____ day of _____ 2022, and Trivium Development LLC, hereinafter designated as the DEVELOPER; and

WHEREAS, the CITY and DEVELOPER entered into a Real Estate Purchase Contract (the "Purchase Contract") pursuant to Ordinance No. _____, executed on _____, under the terms of which (i) the CITY agreed to sell to DEVELOPER certain real property owned by the CITY known as Franklin County Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183, and 060-000215 (collectively, the "Property"), and (ii) DEVELOPER agreed to redevelop the Property with a mixed-use commercial building and related site improvements; and

WHEREAS, the Property is located within Tax Increment Financing District created by Ordinance No. 102-18 and known as the "Main and Brice TIF;" and

WHEREAS, Developer's development of the Property will include certain improvements for a public parking lot and associated public infrastructure on a portion of the Property, which improvements the CITY has determined are in the vital and best interests of the CITY and will advance the health, safety and welfare of its residents;

WHEREAS, the Reynoldsburg City Council has determined that it is in the CITY's best interest to enter into this AGREEMENT with the DEVELOPER for purposes of constructing and paying the costs of said improvements for a public parking lot and associated public infrastructure improvements located on a portion of the Property; and

WHEREAS, in order to facilitate construction of the aforementioned improvements, it is necessary for the CITY and the DEVELOPER to enter into this AGREEMENT for purposes of setting forth the terms and conditions for construction of the improvements and payment of the construction costs.

NOW THEREFORE, the parties agree to as follows:

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this AGREEMENT; and b) all detailed engineering plans and construction drawings pertaining to the Improvements.
- B. “Cost of Work” is defined as the total consideration paid or incurred by DEVELOPER in order to construct or finance the Improvements, including but not limited to: (i) cash paid; (ii) interest on cash paid by the DEVELOPER from the date of such payment until the date of reimbursement by the City at a rate not to exceed 4% or the actual costs incurred by DEVELOPER to finance the Improvements, whichever is less; (iii) review and inspection fees incurred in connection with the construction of the Improvements; (iv) professional fees incurred in connection with the construction of the Improvements; and (v) construction management and supervisory costs and fees incurred in connection with the construction of the Improvements. Fees shall be itemized to evidence such connection to the construction of the Improvements.
- C. “Guaranteed Maximum Sum” means the Improvements reimbursement total not to exceed One Million One Hundred Twenty-Four Thousand Three Hundred and Twelve Dollars and Fifty Cents (\$1,124,312.50).
- D. “Improvements” means a public parking lot with 38 parking spaces open to the public and associated public infrastructure to be located on a portion of the Property as further described in the Contract Documents and specifically identified within Exhibit A.
- E. “Project Schedule” means the project schedule for completion of the Improvements set forth in Exhibit C.
- F. “Work” means the construction of the Improvements.

- 2. GENERAL CONSIDERATIONS:** In consideration of the promises of the CITY set forth herein, the DEVELOPER, its successors and assigns, jointly and severally agree to construct the Improvements described in the Contract Documents and identified in Exhibit A. In making the Improvements, the DEVELOPER shall fully cooperate with the CITY and shall complete said Improvements in accordance with approved plans and the Project Schedule (subject to reasonable extension for delays caused by force majeure). The CITY retains the right to review, comment and approve drawings and plans prior to construction. The DEVELOPER shall be responsible for complying with all other Federal, State and Local laws, including but not limited to the Americans with Disabilities Act. The DEVELOPER shall process all payments to its contractors.

In communications with the DEVELOPER, the CITY shall respond in a timely manner, and CITY approvals shall not be unreasonably conditioned, withheld, or delayed.

3. **DEVELOPER TO ACT AS GENERAL CONTRACTOR:** The DEVELOPER agrees to act as general contractor for the construction of the Improvements and to contract for the construction of the Improvements in the DEVELOPER's name with contractors and subcontractors selected by DEVELOPER.

4. **PROJECT GUARANTY:** The DEVELOPER warrants that it will exercise in its performance of the Work the standard of care normally exercised by commercial developers in constructing comparable projects. DEVELOPER will engage qualified engineering, architectural and construction organizations to the extent their respective services are required to design and construct the Improvements. The DEVELOPER further warrants that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after completion of the Work. The DEVELOPER shall at its own expense:
 - A. Correct or re-execute any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.

 - B. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final inspection and approval of the Work by the CITY or within such longer period of time as may be set forth in the Contract Documents, and replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should the DEVELOPER fail to make corrections required by the Section, then the CITY may do so at the reasonable and customary expense and for the account of the DEVELOPER.

5. **APPROVAL OF WORK:** Approval of the Improvements by the CITY shall not relieve the DEVELOPER of its responsibility for defects in material or workmanship as set forth in Section 4. Said approval shall not be unreasonably withheld.

6. **LIABILITY:** DEVELOPER shall protect, indemnify and save the CITY harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of the DEVELOPER, its officers, employees, agents, contractors or subcontractors. The DEVELOPER shall require all contractor and subcontractor agreements to include indemnification language as found above. The DEVELOPER shall promptly reimburse the CITY and its successors and assigns, for any cost, expense or attorney's fees incurred on account of any such suit or claim incurred in enforcing the terms of this AGREEMENT. This indemnification provision is agreed by the DEVELOPER to expressly waive the DEVELOPER'S immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker's Compensation laws of the Ohio Revised Code from indemnifying and holding the CITY harmless from claims by employees, agents or contractors of the DEVELOPER. This indemnity does not cover (a) any injuries or damages occurring after the completion of construction of the Improvements by the DEVELOPER, or (b) any injuries or damages arising out of the actions or inactions of the CITY or its agents or employees.

7. **INSURANCE REQUIREMENTS:** The DEVELOPER shall take out or cause to be taken out and maintain during the Work, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect DEVELOPER and any contractor or subcontractor performing work covered by the AGREEMENT from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the AGREEMENT, whether such operations are performed by the DEVELOPER, or by a contractor or subcontractor or by anyone directly or indirectly employed by them. SUCH INSURANCE POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL NAMED INSURED. The DEVELOPER shall maintain coverage of the types and in the amounts as specified below. Prior to commencement of construction of the Improvements, the DEVELOPER will provide an original certificate or copy of the insurance policy as proof of such insurance coverage. An “umbrella” type policy with limits specified below may be submitted for this requirement, with the CITY as named insured.

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY	
EACH PERSON	\$500,000.00
EACH ACCIDENT	\$1,000,000.00
PROPERTY DAMAGE LIABILITY	
EACH ACCIDENT	\$500,000.00
ALL ACCIDENTS..	\$1,000,000.00

Such insurance shall remain in full force and effect until approval of the Work. Insurance may not be changed or canceled unless the insured, including the CITY, are notified in writing not less than thirty days prior to such change or cancellation. If any part of the AGREEMENT is subcontracted, the DEVELOPER is responsible for the subcontracted part being adequately covered by insurance hereinabove described. Cancellation or lapse of insurance coverage during the life of this AGREEMENT shall be considered a default by the DEVELOPER. The CITY shall receive an original certificate of insurance prior to the commencement of the work.

8. **PREVAILING WAGE:** For the Improvements, the DEVELOPER agrees to abide by the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. This provision shall apply for all contracts and subcontracts for services procured by the DEVELOPER under the terms of this AGREEMENT. For purposes of clarity, the obligation to abide by the prevailing wage requirements shall pertain to the Improvements only, and shall not apply to the private improvements constructed on the Property by DEVELOPER. The CITY’s prevailing wage coordinator is Service Director William Dorman and the CITY’S current prevailing wage schedule is attached hereto as Exhibit D.
9. **PERFORMANCE AND PAYMENT BOND:** The DEVELOPER agrees to execute or require the primary contractor who performs the Improvements to execute a contract performance and payment bond and shall name the DEVELOPER (if applicable) and the CITY as co-obligee in the form provided by Section 153.57 of the

Ohio Revised Code, and shall cover all Improvements set forth in Section 1 of this AGREEMENT through CITY approval of the completion of the Work.

10. **PUBLIC USE:** The DEVELOPER and the CITY agree that the Work reimbursed for under this AGREEMENT shall be dedicated for public use. Upon expiration of the one (1) year guarantee period as set forth in Section 5 herein, the DEVELOPER or its assigns or successors, shall accept all maintenance responsibility for the Work constructed under this AGREEMENT.
11. **COST OF WORK IN EXCESS OF GUARANTEED MAXIMUM COST:** The DEVELOPER agrees to assume and pay all Cost of Work in excess of the Guaranteed Maximum Sum and to indemnify the CITY against any Cost of Work in excess of the Guaranteed Maximum Sum as authorized by the Reynoldsburg City Ordinance referenced in paragraph 1 hereof.
12. **REIMBURSEMENT; REQUEST FOR PAYMENT:** The CITY promises to reimburse DEVELOPER for the Cost of Work associated with the construction of the Improvements described herein, up to the Guaranteed Maximum Sum for the Improvements as authorized by the Ordinance referenced on Page 1 of this AGREEMENT.

The CITY does not reimburse for sales tax paid on building and construction materials and services (Ohio Revised Code 5739.02(B)(13)). A sales tax exemption certificate for the Work is attached hereto as Exhibit E.

The DEVELOPER agrees that the maximum reimbursement of Project Costs will be limited to those items specifically delineated within Exhibit "A". The CITY reserves the exclusive right to consider authorizing reasonable increases and/or decreases in said items, or approving new items that are deemed reasonable to the successful completion of the Improvements, so long as the cost therein does not exceed the Guaranteed Maximum Sum. The DEVELOPER further agrees and understands that the consideration for these increases, decreases or establishment of new items as shown in Exhibit "A" shall be at the sole determination of the CITY or its designee. Notwithstanding the foregoing, the CITY's approval shall not be required for increases, decreases or reallocations of costs for line items of the Work so long as the scope of work is not altered and the total Cost of Work does not exceed the Guaranteed Maximum Sum.

For purposes of determining the amount eligible to be reimbursed by the CITY, the DEVELOPER shall be required to keep complete and accurate books of account showing the Cost of Work and shall provide the following items as documentation of reimbursable project related expenditures, in the form acceptable to the Public Service Department and the City Auditor:

A. Soft Cost Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its consultant(s) and/or supplier(s) for the Improvements. The DEVELOPER shall provide the CITY a request for reimbursement in the form of an AIA G702 Application for Payment (or similar form) or on company letter head itemizing the categories being reimbursed, one copy of the invoice and one

copy of the cancelled check(s) showing payment to consultant(s) or supplier(s) who performed work or supplied material for the Improvements to the extent applicable, and limited to those items set forth in Exhibit A. Invoices are required to be itemized, so as to provide a clear definition of the work performed.

Soft cost invoice documentation shall be sent to:

City of Reynoldsburg
City Auditor
7232 E. Main Street
Reynoldsburg, Ohio 43068

B. Construction Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its contractor(s) and/or supplier(s) for the Improvements.

The DEVELOPER shall submit to the CITY a request for reimbursement in the form of an AIA G702 Application for Payment (or similar form) or on company letter head itemizing the categories being reimbursed, provide one (1) copy of all construction contract invoices that are applicable to the construction of the Improvements and one copy of the cancelled check(s) showing payment to primary contractor who performed work or supplied material for the Improvements to the extent applicable, and limited to those items set forth in Exhibit A. Invoices are required to be itemized, so as to provide a clear definition of the work performed; and

Construction invoice documentation shall to be sent to:

City of Reynoldsburg
City Auditor
7232 E. Main Street
Reynoldsburg, Ohio 43068

- C. Construction Inspection Approval** – When the DEVELOPER’s primary contractor completes all portions of the Work, the DEVELOPER shall request a final inspection by the CITY. If items remain which must be completed or remedied by the DEVELOPER as determined by the CITY, the DEVELOPER shall perform the work immediately upon being notified. All Work must pass final inspection, and include a final accounting of the construction items utilized.
- D. Payment by the CITY** – When the CITY has made final inspection and has deemed the Improvement to have been constructed in accordance with the Contract Documents; and the DEVELOPER has fulfilled the other requirements of this AGREEMENT, the DEVELOPER shall invoice the CITY in compliance with parts A and B of this Section 12, the CITY shall promptly reimburse the DEVELOPER for all work due under the terms of this AGREEMENT in accordance with Section 13 below.

- 13. SOURCE OF REYPAYMENT:** The CITY shall pay to the DEVELOPER the sums due for payment under Section 12 solely from service payments the CITY receives as

a result of the 30-year, 100% Tax Increment Financing District (known as the “Main and Brice TIF”) created by Ord. No. 102-18. At least twice each year, subsequent to completion of the Improvements and DEVELOPER’S submission of a request for payment in accordance with Section 12, and contingent upon the CITY having received funds from the Main and Brice TIF, the CITY shall pay to DEVELOPER the Cost of Work; provided, however, that during the one year period following completion of the Improvements the CITY shall not be required to reimburse DEVELOPER for more than fifty percent (50%) of the Cost of Work with the remaining fifty percent (50%) to be paid in subsequent years. Notwithstanding any other provision of this Agreement, the CITY states and DEVELOPER acknowledges that reimbursement shall be conditioned upon the following: CITY’S payment obligations hereunder are limited to the monies in the Main and Brice TIF Fund, subject to a minimum \$25,000.00 base retainer, and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and DEVELOPER does not have the right to have taxes or excises levied by the City for the payment of the Cost of Work and interest thereon. The parties acknowledge that approval of the Main and Brice TIF is pending.

14. **LEGAL JURISDICTION:** All claims, counterclaims, disputes and other matters in question between the CITY, its agents and employees, and the DEVELOPER, its contractors, subcontractors and agents arising out of or relating to this AGREEMENT or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.
15. **CITY INCOME TAX WITHHOLDING:** The DEVELOPER hereby further agrees to withhold and pay all CITY income taxes due or payable under the provisions of the Codified Ordinances of the City of Reynoldsburg, for wages, salaries and commissions paid to its employees and further agrees that any of its contractors or subcontractors shall be required to agree to withhold and pay any such CITY income taxes due under said chapter for services performed under this AGREEMENT.
16. **EQUAL OPPORTUNITY CLAUSE:**
 - A. The DEVELOPER, contractor, subcontractors and agents will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The DEVELOPER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

- B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that the DEVELOPER is an equal opportunity employer.
- C. It is the policy of the City of Reynoldsburg that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY.
- D. The DEVELOPER and each subcontractor will include a summary of this equal opportunity clause in every subcontract. The DEVELOPER will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the equal opportunity clause.

17. **ADDITIONAL DOCUMENTATION:** upon execution of the AGREEMENT by the DEVELOPER, DEVELOPER shall provide the following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:

- A. Project location map
- B. Agreement and executed between Developer and the primary contractor for the Work
- C. Project budget for the Work including the Engineer's Estimate or Construction Cost Estimate
- D. Project schedule
- E. Contract Signature Authorization Affidavit
- F. Items required at different times
 - (1) Payment Affidavit by DEVELOPER (to be submitted with invoice when seeking reimbursement from the CITY)
 - (2) Payment Affidavit by Contractor/Supplier (to be submitted with invoice when seeking reimbursement from the CITY)
- G. Purchase Contract between the CITY and DEVELOPER executed on _____, incorporated by reference as if attached.
- H. Current Worker's compensation certificate.
- I. Insurance certificate with the CITY named as an additional insured.

18. **ENTIRE AGREEMENT:** This AGREEMENT shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

19. **CITY COUNCIL AUTHORIZATION:** The CITY's obligation to pay or reimburse for the Work under this AGREEMENT, or incur any financial obligation under this AGREEMENT, except as already authorized by Reynoldsburg City Council, is subject to the future authorization of the appropriation and expenditure of funds by the Reynoldsburg City Council to meet the financial obligations of the CITY herein and certification by the City Auditor.

20. **CAMPAIGN FINANCE**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this AGREEMENT under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this AGREEMENT and for one year thereafter

[Signatures on following page]

23. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the dates appearing below.

Trivium Development, LLC**THE CITY OF REYNOLDSBURG**

By: _____

By: _____

Print NameJoe Begeny
Mayor

Date: _____

Title: _____

Date _____

Fed. I.D. No.: _____

APPROVED AS TO FORM:

Chris Shook., City Attorney

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: _____

Stephen M. Cicak, City Auditor

Attachment: Trivium TIF Reimbursement Agreement (61-2022 : TIF Reimbursement Agreement with Trivium)

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
PUBLIC PARKING LOT IMPROVEMENTS					
GENERAL SITE & EARTHWORK					
	1	EACH	DEMO - EXISTING BUILDING STRUCTURE	\$12,000.00	\$12,000
	4	EACH	CATCH BASIN REMOVED	\$2,200.00	\$8,800
	160	LIN. FT.	12" CONCRETE PIPE REMOVED AND DISPOSED OF	\$80.00	\$12,800
	12,700	SQ. FT.	CONCRETE PAVEMENT REMOVED	\$6.00	\$76,200
	550	LIN. FT.	CONCRETE CURB REMOVED	\$10.00	\$5,500
	1	LUMP SUM	RETAINING WALL REMOVED	\$10,000.00	\$10,000
	1	LUMP SUM	BRICK BANDING REMOVED	\$5,000.00	\$5,000
	5	EACH	CURB RAMPS REMOVED	\$800.00	\$4,000
	50	SQ. FT.	CONCRETE WALK REMOVED	\$10.00	\$500
	280	LIN. FT.	GUARDRAIL REMOVED	\$10.00	\$2,800
	7	EACH	EX. SIGN REMOVED	\$250.00	\$1,750
	2,000	CU. YD.	EXCAVATION INCLUDING EMBANKMENT CONSTRUCTION	\$30.00	\$60,000
	1,500	SQ. YD.	FINE GRADING	\$5.00	\$7,500
	150	LIN. FT.	SAWCUT EXISTING ASPHALT	\$5.00	\$750
	2,025	SQ. YD.	SUBGRADE COMPACTION	\$3.00	\$6,075
SUB-TOTAL - GENERAL SITE & EARTHWORK =					\$213,675
EROSION CONTROL					
	4	EACH	INLET PROTECTION	\$150.00	\$600
	500	LIN. FT.	SEDIMENT FENCING	\$6.00	\$3,000
	1	EACH	CONCRETE WASH OUT STATION	\$1,200.00	\$1,200
	350	SQ. YD.	CONSTRUCTION SEEDING & MULCHING	\$2.50	\$875
	1	LUMP SUM	EROSION & SEDIMENT CONTROL INSPECTIONS	\$6,000.00	\$6,000
	1	LUMP SUM	EROSION & SEDIMENT CONTROL REPAIRS	\$6,500.00	\$6,500
SUB-TOTAL - EROSION CONTROL =					\$18,175
ROADWAY & PARKING LOT IMPROVEMENTS:					
	225	CU. YD.	BITUMINOUS AGGREGATE BASE, 4"	\$250.00	\$56,250
	60	CU. YD.	ASPHALT CONCRETE, SURFACE COURSE, 1.5"	\$250.00	\$15,000
	60	CU. YD.	ASPHALT CONCRETE, INTERMEDIATE COURSE, 1.5"	\$250.00	\$15,000
	380	CU. YD.	AGGREGATE BASE, 10"	\$80.00	\$30,400
	140	GAL.	BITUMINOUS TACK COAT (0.1 GAL./S.Y.)	\$5.00	\$700
	500	LIN. FT.	4" PIPE UNDERDRAIN	\$6.50	\$3,250
	1,650	SQ. FT.	4" CONCRETE SIDEWALK	\$6.00	\$9,900
	800	LIN. FT.	CURB	\$25.00	\$20,000
	1	LUMP SUM	MAINTAINING TRAFFIC	\$15,000.00	\$15,000
	1	LUMP SUM	SIGNING & STRIPING	\$3,000.00	\$3,000
	200	LIN. FT.	4" PVC UTILITY CONDUIT	\$8.00	\$1,600
	8	EACH	LIGHT POLE, COMPLETE	\$8,500.00	\$68,000
	1	LUMP SUM	LANDSCAPING	\$25,000.00	\$25,000
	1	LUMP SUM	GUARDRAIL	\$12,500.00	\$12,500
	1	LUMP SUM	RETAINING WALL	\$25,000.00	\$25,000
SUB-TOTAL ROADWAY & PARKING LOT IMPROVEMENTS =					\$300,600
STORM ITEMS:					
	4	EACH	STD. CATCH BASIN	\$4,500.00	\$18,000
	2	EACH	MANHOLE	\$8,000.00	\$16,000
	2	EACH	HEADWALL	\$5,200.00	\$10,400
	1	LUMP SUM	UNDERGROUND CHAMBER SYSTEM	\$175,000.00	\$175,000
	350	LIN. FT.	12" STORM SEWER PIPE	\$85.00	\$29,750
SUB-TOTAL - STORM ITEMS =					\$249,150
JOB SUMMARY					
SUB-TOTAL - GENERAL SITE & EARTHWORK =					\$213,675
SUB-TOTAL - EROSION CONTROL =					\$18,175
SUB-TOTAL ROADWAY & PARKING LOT IMPROVEMENTS =					\$300,600
SUB-TOTAL - STORM ITEMS =					\$249,150
SUB-TOTAL =					\$781,600
CONSULTING ENGINEERING =					\$85,976
6% CITY INSPECTION FEES =					\$46,896
SOIL REPORT =					\$10,000
CONSTRUCTION STAKING =					\$31,264
15% CONTINGENCY =					\$117,240
INSURANCE/BONDING =					\$13,000
LENDER FEE AND LEGAL =					\$12,500
TRIVIUM LEGAL =					\$7,500
MISC =					\$8,000
INTEREST CARRY DURING CONSTRUCTION =					\$25,946
INTEREST CARRY POST CONSTRUCTION =					\$17,500
TOTAL PUBLIC IMPROVEMENT COSTS =					\$1,157,422
Exclusions:	- Rock Excavation				
	- Land Acquisition Costs				
	- Municipal Review Fees				

Attachment: TIF Reimbursement Estimates (61-2022 : TIF Reimbursement Agreement with Trivium)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Development, Parks and Recreation Committee****RE: Appropriation of sponsorship and rental funds.**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The following monies were received for sponsorship:

\$1200.00 from Ziebart

\$ 700.00 from Swensons

\$ 500.00 from Reynoldsburg Civic Club

The following monies were received for field rental:

\$5500.00 from Club Ohio

Requesting Council authorize the following appropriations from the unappropriated General Fund:

Appropriate \$1900.00 into 110.340.5215 Recreational Supplies

Appropriate \$ 500.00 into 110.340.5339 Misc. Contract Services

Appropriate \$3000.00 into 110.340.5209 Chemicals

Appropriate \$2500.00 into 110.340.5251 MV Gas and Oil

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE PARKS & RECREATION DEPARTMENT

WHEREAS, the Reynoldsburg Parks & Recreation department has received generous sponsorships in the amount of \$1,200 from Ziebart, \$700 from Swensons and \$500 from the Reynoldsburg Civic Club; and

Whereas, an amount of \$5,500.00 was received for field rental from Club Ohio; and

WHEREAS, those sponsorship monies need to be appropriated from the unappropriated General Fund (110) and into various Parks & Recreation accounts.

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

SECTION 1. That an amount of \$7,900.00 in the unappropriated General Fund (110) be and is hereby appropriated as follows:

To accounts:

110.340.5209	\$ 3,000.00	Chemicals
110.340.5215	\$ 1,900.00	Recreational Supplies
110.340.5339	\$ 500.00	Miscellaneous Contract Services
110.340.5251	\$ 2,500.00	MV Gas and Oil

SECTION 3. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: May 23, 2022****TO: Public Safety, Law and Courts Committee****RE:**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This Ordinance address recent changes in state law to permit expanded consumer use of fireworks and limits the times for such usage on the specified holidays.

**AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 511 FIREWORKS OF THE
CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg wishes to regulate the practice possession, sale, and use of fireworks; and

WHEREAS, the City wishes to enact regulations to preserve the citizens' quiet enjoyment of their residential properties and ensure the safety of dense residential and business areas; and

WHEREAS, The Governor recently signed House Bill 172 into law amending Ohio Revised Code 3743.45 effective July 1, 2022, allowing any person authorized to possess consumer grade fireworks to discharge them on their own property or on another person's property with permission on the certain designated days, and further allowing local municipalities to restrict the dates and times that individuals may discharge consumer-grade fireworks or to impose a complete ban on the use of consumer-grade fireworks; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, this Council has determined that it is in the best interests of the City, its residents, and business, to place certain time restrictions on the ability of individuals to discharge consumer-grade fireworks in the City on certain designated days.

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

SECTION 1. That Part Five, Chapter 511 Fireworks of the Codified Ordinances of the City of Reynoldsburg be repealed and the same is hereby replaced to add Chapter 511 Fireworks to read as follows:

SEE ATTACHED EXHIBIT A

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

CHAPTER 511**Fireworks**

511.01 Manufacturer, wholesalers, shippers, purchasers, exhibitors, fees, prohibitions, enforcement, and applicability.

511.02 Fee.

511.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Power to regulate explosives - see Ohio R.C. 715.60 et seq.

Fireworks - see Ohio R.C. 3743.01 et seq.

Vehicles transporting explosives - see TRAF. 339.06; FIRE PREV. Ch. 1511

511.01 MANUFACTURERS, WHOLESALERS, SHIPPERS, PURCHASERS, EXHIBITORS, FEES, PROHIBITIONS, ENFORCEMENT, AND APPLICABILITY.

All manufacture, purchase, use, permits to use, exhibition, or any matter whatsoever pertaining to fireworks as defined by Ohio R.C. 3743.01 shall comply with the rules and regulations as prescribed by Ohio R.C. 3743.01 to 3743.99.

(Ord. 47-02. Passed 6-10-02.)

511.02 FEE.

A fee of ten dollars (\$10.00) is required to be paid to the City before any permit under this section will be granted.

(Ord. 47-02. Passed 6-10-02.)

511.99 PENALTY.

Whoever violates any provision of this chapter shall be subject to the penalties prescribed in Ohio R.C. 3743.99.

(Ord. 47-02. Passed 6-10-02.)



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OHIO LEGISLATIVE SERVICE COMMISSION

Office of Research
and Drafting

Legislative Budget
Office

H.B. 172
134th General Assembly

Final Analysis

[Click here for H.B. 172's Fiscal Note](#)

Version: As Passed by the General Assembly

Primary Sponsors: Reps. Baldrige and O'Brien

Effective date: Emergency: certain provisions effective November 4, 2021; other provisions effective February 7, 2022, or July 1, 2022

Andrew Little, Attorney

SUMMARY

Effective November 4, 2021

- Extends a general moratorium on the issuance of new, and geographic transfer of existing, fireworks manufacturer or wholesaler licenses from December 31, 2021, to December 31, 2022.
- Establishes a one-time license application and issuance date, outside of the normal fireworks manufacturer and wholesaler licensing timeline, at the end of the new license moratorium.

Effective February 7, 2022

- Establishes the Ohio Fire Code Rule Recommendation Committee to review the Fireworks Law and make recommendations to the State Fire Marshal.
- Requires the State Fire Marshal to adopt rules regulating the time, manner, and location of consumer fireworks use.
- Imposes a 4% fee on the retail sale of consumer grade fireworks, beginning May 18, 2022.
- Credits revenue from the new fee to fund firefighter training programs and the State Fire Marshal's administration of the Fireworks Law.
- Creates a new license allowing retailers to sell ground-based or hand-held sparklers called "fountain devices."
- Requires the State Fire Marshal to enforce the new provisions for fountain device retailers and to adopt related rules.

- Increases from 5,000 to 7,500 square feet the maximum floor area of a retail sales showroom, to which the public has access, that a licensed fireworks manufacturer or wholesaler uses to sell consumer grade fireworks, but requires expanded showrooms to be equipped with sprinkler systems meeting a specific standard.
- Establishes that the “state militia” for purposes of an existing exemption from the Fireworks Law is the state militia as recognized by the Adjutant General of Ohio.

Effective July 1, 2022

- Allows individuals to possess consumer-grade fireworks in Ohio, eliminating a requirement that purchasers transport consumer-grade fireworks out of the state within 48 hours of purchase.
- Allows any person authorized to possess consumer grade fireworks to discharge them on their own property or on another person’s property with permission on the following days:
 - New Year’s Day;
 - Chinese New Year;
 - Cinco de Mayo;
 - Memorial Day weekend;
 - Juneteenth;
 - July 3, 4, and 5, and the Fridays, Saturdays, and Sundays preceding and following;
 - Labor Day weekend;
 - Diwali;
 - New Year’s Eve.
- Permits local governments to restrict the dates and times that individuals may discharge consumer-grade fireworks or to impose a complete ban on the use of consumer-grade fireworks.
- Requires licensed retailers, manufacturers, and wholesalers selling consumer grade fireworks to the general public to offer safety glasses at the point of sale, for free or a nominal charge.
- Requires licensed retailers, manufacturers, and wholesalers selling consumer grade fireworks to the general public to also provide purchasers with a safety pamphlet that contains, at a minimum, specified information.
- Prohibits discharging fireworks (1) while in possession of, or under the influence of, alcohol or a controlled substance, or (2) on the property of another without the property owner’s permission.
- Allows the State Fire Marshal to suspend a fireworks manufacturer or wholesaler license if the licensee has violated the Fireworks Law or the State Fire Marshal’s rules.

- Prohibits the State Fire Marshal from unreasonably withholding a variance that would allow hobbyists to manufacture, possess, and use individual display-grade and consumer-grade fireworks and requires cause for revocation of a hobbyist variance.
- Requires hobbyists seeking variances to demonstrate that they can engage in the hobby safely and legally, and limits hobbyists to possession of five pounds of raw materials and finished fireworks produced through the hobby.

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DETAILED ANALYSIS

Effective November 4, 2021, due to emergency clause

The act includes an emergency clause for provisions extending a moratorium on the issuance of new fireworks manufacturer and wholesaler licenses and the geographic transfer of existing licenses. Due to the emergency clause, those provisions took effect November 4, 2021.¹

Geographic transfer moratorium

The act extends for one year the moratorium on the geographic transfer of fireworks manufacturer and wholesaler licenses, which was scheduled to expire on December 31, 2021. Under the act, this moratorium is set to expire on December 31, 2022.²

Fireworks license moratorium and one-time license period

The act also extends the general moratorium on the issuance of new fireworks manufacturer and wholesaler licenses for a particular plant or location. Under prior law, the moratorium applied to all persons except those who already possessed a license for that plant or location immediately prior to June 29, 2001, and would have expired on December 31, 2021. The act extends the moratorium until December 31, 2022, and allows renewal of licenses that were geographically transferred under exceptions to the transfer moratorium created by the 2021 Transportation Budget, [H.B. 74](#) of the 134th General Assembly.

To coincide with the planned end of the new-license moratorium, the act establishes a one-time license period for new fireworks manufacturers and wholesalers. Any person who does not hold a fireworks manufacturer license that will run through January 1, 2023, may submit an application for one by November 1, 2022. If the application meets the requirements for licensure, the State Fire Marshal must issue a license on January 1, 2023.

Licenses issued at the end of the moratorium will run through November 30, 2023. The issuance date and license period are a departure from continuing law's usual requirements, which only allow fireworks manufacturer and wholesaler licenses to be issued on the first day of December, with a one-year duration.

Under the act, after the moratorium expires, the State Fire Marshal may issue new fireworks manufacturer and wholesaler licenses, but those licenses must not be approved in a manner that unduly burdens the State Fire Marshal's ability to ensure public safety.³

¹ Sections 3 and 5.

² R.C. 3743.75(A)(2).

³ R.C. 3743.021, 3743.041, 3743.151, 3743.171, and 3743.75(A), (D), and (E).

Effective February 7, 2022

Several of the act's provisions take effect on February 7, 2022.⁴ Those provisions are discussed in this section.

Fire Code Rule Recommendation Committee

The act creates the Ohio Fire Code Rule Recommendation Committee to review the Fireworks Law and make recommendations to the State Fire Marshal. At a minimum, the Committee must make recommendations relating to:

- Fireworks wholesaler and manufacturer licensing and operations;
- Consumer-grade fireworks purchases;
- The moratorium on licenses described above;
- Building code requirements for 1.3G display-grade fireworks manufacturing facilities; and
- A licensing program for fireworks wholesalers and manufacturers.

The Committee must meet periodically, with a first meeting by February 17, 2022. It must submit its report and recommendations to the State Fire Marshal by May 18, 2022.

The Committee is to be made up of the following individuals:

1. The State Fire Marshal, or the State Fire Marshal's designee;
2. Four local fire chiefs appointed by the Ohio Fire Chiefs' Association, or appointed by the Association's designee;
3. A local police chief appointed by the Attorney General, or the Attorney General's designee;
4. Five members of the Ohio State Pyrotechnics Association, appointed by the president of the Association, one of whom must be a licensed wholesaler, one of whom must be a licensed exhibitor, and one of whom must be a licensed manufacturer;
5. One member of Prevent Blindness Ohio, or the organization's designee;
6. One member of the Ohio Optometric Association or the association's designee;
7. One member of the Ohio Pyrotechnic Arts Guild or the guild's designee;
8. One representative of the Ohio Chapter of the American Academy of Pediatrics, appointed by the chapter president;
9. One member of the Ohio Council of Retail Merchants or the council's designee.⁵

⁴ Sections 3 and 5.

⁵ R.C. 3743.67.

Rules for consumer-grade fireworks use

The act requires the State Fire Marshal to adopt rules regulating the time, manner, and location of consumer grade fireworks use (see “**Consumer grade fireworks**,” below). The rules must permit adults to safely and responsibly use consumer grade fireworks on private property with the owner’s consent, and are not to be construed as a de facto ban on that use. The rules may, however, include provisions requiring that all fireworks be used in accordance with manufacturer’s instructions and provisions for the following:

- The use of aerial fireworks;
- Separation distances between fireworks discharges, ignitions, or explosions and adjacent structures, railroads, roadways, airports, publicly owned or controlled places, and places where hazardous materials are manufactured, used, or stored;
- Fireworks use on common areas of multi-tenant properties;
- The suspension of fireworks discharges, ignitions, or explosions during times of drought or similar conditions;
- The proximity of fireworks discharges, ignitions, or explosions to children; and
- Any other similar matters.

The State Fire Marshal must file those rules with the Joint Committee on Agency Rule Review by August 8, 2022. If filed on that date, the earliest possible effective date for the rules would be October 23, 2022, though the State Fire Marshal may file the rules before August 8, 2022 (but not before February 7, 2022) for the rules to take effect earlier.⁶

Consumer-grade fireworks fee

To provide revenue for training programs and regulation of the fireworks industry, the act imposes a fee on licensed sellers of consumer-grade fireworks. The fee is 4% of each licensed retailer’s, manufacturer’s, and wholesaler’s gross receipts from the retail sale of consumer-grade fireworks beginning May 18, 2022. The act excludes sales tax the retailer, manufacturer, or wholesaler collects on behalf of the state or local governments from “gross receipts.”

Licensed retailers (see “**Fountain device retailer licenses**,” below), manufacturers, and wholesalers may separately or proportionally bill the fee to others, but must themselves report and remit it to the State Fire Marshal annually, no later than October 23.

The fee’s proceeds are to be credited to the Fireworks Fee Receipts Fund, which the act creates. The State Fire Marshal must use $\frac{7}{8}$ (87.5%) of the money in the fund for firefighter

⁶ R.C. 3743.451 and Section 3; R.C. 3743.54, not in the act; *Filing Date Calculator*, Joint Committee on Agency Rule Review, available at <https://www.jcarr.state.oh.us/filers/date-calculators>.

training programs. The remaining $\frac{1}{8}$ must be used to pay the State Fire Marshal's expenses in administering the Fireworks Law.⁷

If the State Fire Marshal determines that a licensee has failed to timely report and remit the fee, the State Fire Marshal may either:

- Order the licensee to report and remit the fee within a specified timeframe; or
- Revoke or deny renewal of the license, which requires the licensee to immediately cease operations. It also prohibits licensed manufacturers and licensed wholesalers from applying for new licenses for two years.

The State Fire Marshal is also permitted to adopt rules necessary to administer and enforce the fee.⁸

Fountain device retailer licenses

The act creates a new license for retailers who wish to sell what are called fountain devices. Under the act, a “**fountain device**” is defined as a specific type of 1.4G consumer grade firework that is all of the following:

- Nonaerial and nonreport producing;
- Recognized and manufactured in accordance with sections 3.1.1 and 3.5 of APA standard 87-1 (2001 edition);
- A ground-based or hand-held sparkler with one or more tubes containing a nonexplosive pyrotechnic mixture that produces a shower of sparks, with or without additional effects that may include a colored flame, audible crackling effect, audible whistle effect, or smoke; and
- Containing no more than 75 grams of the pyrotechnic mixture in any individual tube and no more than 500 total grams of the mixture total in the case of multiple tubes.⁹

General licensing process

Generally, the act requires prospective fountain device retailers to apply to the State Fire Marshal by September 30 in any given year. An application must be submitted for each location at which the person wishes to sell fountain devices, and must include:

- A license fee, to be set by the State Fire Marshal at \$25 or less;
- An affidavit affirming that the applicant is in compliance with the National Fire Protection Association's standard “NFPA 1124, Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles (2006

⁷ R.C. 3743.22(A) to (C).

⁸ R.C. 3743.08, 3743.21, and 3743.22(D) and (E), conforming changes in R.C. 3743.57 and 5703.21.

⁹ R.C. 3743.01(H) and Section 4.

Edition)” (NFPA 1124) or that they will be in compliance before engaging in the storage and sale of fountain devices; and

- Proof of insurance in an amount and type specified in rules by the State Fire Marshal.

The act requires the State Fire Marshal to review timely submitted applications and determine if they comply with its requirements. If an application is compliant, the State Fire Marshal must issue a license. Licenses are effective for one year, beginning December 1. The State Fire Marshal must send licensees a written notice of expiration by September 1, annually, and licensees must apply for renewal by October 1 of the year the license expires.¹⁰

Special licensing circumstances

The act establishes two special licensing circumstances for fountain device retailers. The first is a one-time license that starts October 25, 2022. Any person wishing to be licensed as a retailer of fountain devices on that date must submit an application by August 16, 2022. If an application is received by the deadline, and if the State Fire Marshal determines that it meets the act’s licensing requirements, the State Fire Marshal must issue a license on October 25, 2022. Licenses issued that day will be effective through November 30, 2023.

The second special licensing circumstance for fountain device retailers applies to retailers that open for business after the annual application deadline in a given year. Those retailers may apply for a license any time between the date they open for business and the subsequent annual deadline. If an application is received under this provision between October 1 and November 30, and meets the act’s requirements for fountain device retailers, the State Fire Marshal must issue a license no earlier than December 1 and no later than two months after the application is received. If a compliant application is received at any other time pursuant to the provision, the State Fire Marshal must issue the license no later than two months after the application is received. These licenses are effective through the last day of the following November.¹¹

Licensed fountain device retailer operations

Licensed fountain device retailers are authorized to possess fountain devices and sell them at retail. Possession and storage of the devices, though, must comply with NFPA 1124 and several other requirements. Those are:

- Sales displays are limited to 300 square feet, total, with no display larger than 150 square feet, and all displays at least 25 feet from other highly flammable materials.
- Retailers may only possess and sell fountain devices as packaged merchandise with covered fuses.

¹⁰ R.C. 3743.26(A) and (B).

¹¹ R.C. 3743.26(C) and (D).

- Fountain devices displayed for sale must be under visual supervision of an employee or other responsible party whenever the retailer is open to the public.
- The possession, storage, *and sale* of the devices must also comply with any rules adopted by the State Fire Marshal pursuant to the act (see “**Rules for fountain device retailers**,” below).
- Sales to minors are prohibited.
- Sales to individuals who are obviously drunk or under the influence of a drug of abuse are prohibited.
- All sales must be conducted from the licensed location and be made inside of a licensed building; sales from any structure or device outside of a licensed building, such as a tent or trailer, are prohibited.
- Retailers must prohibit smoking in the licensed location.
- Purchasers must be provided with the pamphlet and the opportunity to obtain safety glasses that the act requires for other consumer-grade fireworks sales. (See “**Safety glasses and pamphlets required**,” below.)¹²

Rules for fountain device retailers

The act requires the State Fire Marshal to adopt rules for fountain device retailers under the Administrative Procedure Act. The rules must be designed to promote the safety and security of employees, the public, and the premises from which fountain devices are sold, be consistent with the Revised Code and NFPA 1124, and, at a minimum, address the following:

- With respect to buildings and other structures on a retailer’s premises:
 - Cleanliness and orderliness;
 - Heating, lighting, and use of stoves and flame-producing items;
 - The availability of fire extinguishers or other fire-fighting equipment and their use;
 - Emergency procedures.
- Storage of fountain devices; and
- Insurance.

The State Fire Marshal must file the rules with the Joint Committee on Agency Rule Review by August 8, 2022. If filed on that date, the earliest possible effective date for the rules

¹² R.C. 3743.27 and 3743.99(G), with conforming change in R.C. 3743.45.

will be October 23, 2022, though the State Fire Marshal may file the rules before August 8, 2022 (but not before February 7, 2022).¹³

Enforcement authority

The act grants the State Fire Marshal authority to inspect a fountain device retailer's premises, inventory, and retail sale records to ensure compliance with the Fireworks Law and the State Fire Marshal's rules. If an inspection reveals noncompliance, the State Fire Marshal has discretion to do one or more of the following:

- Order the retailer, in writing, to eliminate, correct, or otherwise remedy the issues by a certain date;
- Order the retailer, in writing, to immediately cease the storage and sale of fountain devices; and
- Revoke, or deny the renewal of a license pursuant to the Administrative Procedure Act. If a license is revoked, the State Fire Marshal must remove the retailer's name from the list of licensed retailers and must notify local law enforcement of a revocation or refusal to renew.¹⁴

Showroom size

Under continuing law, a licensed manufacturer or wholesaler may sell consumer grade fireworks only from a representative sample showroom or a retail sales showroom. Under prior law, if a retail sales showroom was used (and first began to operate on or after June 30, 1997), the showroom structure to which the public had access for retail purposes was limited to 5,000 square feet. The act increases the limit to 7,500 square feet. The act also expands application of the size limit to fireworks showrooms that resume operations at any time after a one-year or greater period of inactive licensure status, even if they were in operation prior to June 30, 1997.

Showrooms that expand beyond 5,000 square feet, to which the public has access, pursuant to the act's increased limit, must be equipped with a sprinkler system meeting the standard for "extra hazard (group 2) occupancies" under "NFPA 13, Standard for the Installation of Sprinkler Systems (2019 Edition). Variances may be granted to the standard's requirement, however, if the State Fire Marshal finds that a proposed sprinkler system matches or exceeds the degree of safety provided by a compliant system.¹⁵

¹³ R.C. 3743.28; *Filing Date Calculator*, Joint Committee on Agency Rule Review, available at <https://www.jcarr.state.oh.us/filers/date-calculators>.

¹⁴ R.C. 3743.29.

¹⁵ R.C. 3743.25(C)(2) and 3743.17.

Militia exemption

Under continuing law, the U.S. military and the militia of Ohio are exempt from the Fireworks Law's provisions regarding the manufacture, transportation, storage, and possession of pyrotechnic devices. The act establishes the state militia covered by the exemption is the militia of the state that is recognized by the Adjutant General of Ohio.¹⁶

Effective July 1, 2022

The remainder of the act's provisions take effect July 1, 2022.¹⁷ Those provisions are discussed here.

Consumer-grade fireworks

Purchase and possession

Under continuing law, "1.4G fireworks" are consumer grade fireworks designated under division 1.4 of the U.S. Department of Transportation's regulations.¹⁸ The act continues to allow individuals to possess consumer fireworks but eliminates, beginning July 1, 2022, the requirement that individuals transport consumer grade fireworks out of the state within 48 hours of their purchase.¹⁹

Use and regulation

Beginning July 1, 2022, any person who is authorized to possess consumer grade fireworks under the act may set those fireworks off, either on the person's own property or on another person's property with permission, on specific days. Those days are:

- New Year's Day;
- Chinese New Year;
- Cinco de Mayo;
- Memorial Day weekend;
- Juneteenth;
- July 3, 4, and 5, and the Fridays, Saturdays, and Sundays preceding and following;
- Labor Day weekend;
- Diwali;
- New Year's Eve.

¹⁶ R.C. 3743.80.

¹⁷ Section 3.

¹⁸ R.C. 3743.01.

¹⁹ R.C. 3743.44(A) and (B), 3743.45, and 3743.63.

Consumer grade fireworks set off in accordance with this authorization are not considered a “public exhibition” and are therefore not subject to additional state regulations for public exhibitions.²⁰ Consumer discharge is, however, subject to local regulation, as the act specifically permits a county (with respect to its unincorporated territory), township (with respect to its unincorporated territory), or municipal corporation to restrict the dates and times that a person may discharge consumer fireworks, or impose a complete ban. Additionally, the act’s consumer fireworks changes do not limit the enforcement of an ordinance, resolution, or statute that regulates noise, disturbance of the peace, or disorderly conduct.²¹

Safety glasses and pamphlets required

Beginning July 1, 2022, any licensed retailer, licensed manufacturer, or licensed wholesaler selling consumer grade fireworks, other than to a licensed manufacturer, wholesaler, or exhibitor, must offer safety glasses for free at the point of sale, or make them available to the purchaser for a nominal charge. The retailer, manufacturer, or wholesaler must also provide purchasers with a safety pamphlet that contains certain minimum information detailed in the act.

A licensed retailer, manufacturer, or wholesaler who negligently fails to comply with the pamphlet or safety glasses requirement is guilty of a second degree misdemeanor.²²

Display-grade fireworks

Under continuing law, “1.3G fireworks” are display-grade fireworks designated under division 1.3 of the U.S. Department of Transportation’s regulations.²³ The act eliminates, beginning July 1, 2022, the requirement that a nonresident may possess display fireworks in Ohio only while directly transporting the fireworks out of Ohio, and that the nonresident do so within 48 hours of purchase. The act maintains, however, a criminal prohibition on a nonresident’s failure to transport display fireworks out of Ohio within 72 hours, a first degree misdemeanor.

The act also maintains requirements that individuals purchasing display-grade fireworks do so only from licensed fireworks manufacturers and wholesalers and that manufacturers and wholesalers only sell display fireworks to persons who have an appropriate license.²⁴

New prohibitions

The act prohibits, beginning July 1, 2022, any person from negligently using fireworks while in possession or control of, or under the influence of, any intoxicating liquor, beer, or

²⁰ R.C. 3743.45(B) and (C), with conforming changes in R.C. 3743.04, 3743.17, 3743.63, and 3743.65, and R.C. 1.14, not in the act.

²¹ R.C. 3743.45(D) and (E).

²² R.C. 3743.27(B) and (C), 3743.47, 3743.60(K) and (L), 3743.61(K) and (L), and 3743.99(G).

²³ R.C. 3743.01.

²⁴ R.C. 3743.44, 3743.63(A) and (B), and 3743.99(C), conforming change in R.C. 3743.45(B).

controlled substance. A person who violates this prohibition is guilty of a first degree misdemeanor. The act also specifies that, regardless of any other law that specifies otherwise, a person may be convicted of both that violation and a disorderly conduct violation for the same underlying conduct.

Additionally, the act prohibits, beginning on the same date, any person from negligently discharging, igniting, or exploding fireworks on another person's property without that person's permission. A person who violates this prohibition is guilty of a minor misdemeanor.²⁵

Licensee discipline

Continuing law allows the State Fire Marshal to revoke, or deny renewal of, a fireworks manufacturer or fireworks wholesaler license if the licensee has violated the Fireworks Law or the State Fire Marshal's rules. The act adds provisions allowing suspension of a license, but leaves the State Fire Marshal's ability to revoke, or deny renewal of, a license in place.²⁶

Exemptions to the Fireworks Law

Licensing variances

Prior law allowed the State Fire Marshal to grant variances to the Fireworks Law's prohibitions against the possession and use of pyrotechnic compounds to a person who possesses those compounds for personal and noncommercial use as a hobby. The act amends the variance authority by defining "hobbyist activities," limiting the amount of materials a variance allows, adding requirements for variance applications, and limiting the State Fire Marshal's ability to deny and revoke variances.

The act defines "**hobbyist activities**" as the manufacture, possession, and use of individual items, each of which meets the definition of either a 1.3G display firework or 1.4G consumer firework. It also limits a variance holder to possession of five pounds, in total, of explosives, pyrotechnics, or similar raw materials for, and finished 1.3G and 1.4G fireworks manufactured during, hobbyist activities.

A person seeking a variance under the new provisions must do the following:

- Demonstrate that they have the experience, education, and training necessary to protect public safety when engaging in hobbyist activities;
- Demonstrate that they have a safe and legal way to acquire, store, and use explosives, pyrotechnics, and similar raw materials for the manufacture of fireworks; and
- Provide any other information or records the State Fire Marshal considers necessary to protect public safety during a person's hobbyist activities.

²⁵ R.C. 3743.65(G) and (H) and 3743.99(F) and (H).

²⁶ R.C. 3743.08, 3743.21, 3743.60, and 3743.61.

Finally, the act prohibits the State Fire Marshal from unreasonably withholding a variance. It also changes the State Fire Marshal's authority to revoke a variance, which is discretionary under prior law, by requiring cause for revocation.²⁷

HISTORY

Action	Date
Introduced	03-03-21
Reported, H. Commerce & Labor	04-22-21
Passed House (73-24)	05-06-21
Reported, S. Veterans & Public Safety	10-27-21
Passed Senate (26-5)	10-27-21
House concurred in Senate amendments (72-24)	10-27-21

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²⁷ R.C. 3743.59(D).

CHAPTER 511

Fireworks

511.01 Definitions.

511.03 Possession, Sale, or Discharge Prohibited; Exceptions

511.05 Permitted Consumer Use

511.07 Prohibited Use

511.99 Penalty.

511.01 DEFINITIONS.

As used in this chapter:

- (a) "1.3G fireworks." Display fireworks consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.3" in Title 49 of the Code of Federal Regulations.
- (b) "1.4G fireworks." Consumer fireworks are consistent with regulations of the United States Department of Transportation as expressed using the designation "Division 1.4" in Title 49 of the Code of Federal Regulations.
- (c) "Beer." Has the same meaning as in R.C. § 4301.01.
- (d) "Booby trap." A small tube that has a string protruding from both ends that has a friction-sensitive composition and that is ignited by pulling the ends of the string.
- (e) "Cigarette load." A small wooden peg that is coated with a small quantity of explosive composition and that is ignited in a cigarette.
- (f) "Controlled substance." Has the same meaning as in R.C. § 3719.01.
- (g) "Discharge site." An area immediately surrounding the mortars used to fire aerial shells.
- (h) "Fireworks." Any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration or detonation, except ordinary matches and except as provided in R.C. § 3743.80.

- (i) "Fireworks incident." Any action or omission that occurs at a fireworks exhibition that results in injury or death, or a substantial risk of injury or death, to any person, and that involves either of the following:
 - (1) The handling or other use, or the results of the handling or other use, of fireworks or associated equipment or other materials;
 - (2) The failure of any person to comply with any applicable requirement imposed by this section or R.C. Chapter 3743, or any applicable rule adopted under this section or R.C. Chapter 3743.
- (j) "Fireworks incident site." A discharge site or other location at a fireworks exhibition where a fireworks incident occurs, a location where an injury or death associated with a fireworks incident occurs, or a location where evidence of a fireworks incident or an injury or death associated with a fireworks incident is found.
- (k) "Fountain device." Means a specific type of 1.4G firework that meets all of the following criteria:
 - (1) It is non-aerial and non-report producing.
 - (2) It is recognized and manufactured in accordance with sections 3.1.1 and 3.5 of APA standard 87-1 (2001 edition).
 - (3) It is a ground-based or hand-held sparkler with one or more tubes containing a Non-explosive pyrotechnic mixture that produces a shower of sparks upon ignition, with or without additional effects that may include a colored flame, audible crackling effect, audible whistle effect, or smoke.
 - (4) It contains not more than 75 grams of the non-explosive pyrotechnic mixture in any individual tube and not more than 500 grams or less for multiple tubes.
- (l) "Highway." Any public street, road, alley, way, lane or other public thoroughfare.
- (m) "Intoxicating liquor." Had the same meaning as in R.C. § 4301.01.
- (n) "Licensed exhibitor of fireworks" or "licensed exhibitor." A person licensed pursuant to R.C. §§ 3743.50 through 3743.55.
- (o) "Licensed manufacturer of fireworks" or "licensed manufacturer." A person licensed pursuant to R.C. §§ 3743.02 through 3743.08.

- (p) "Licensed premises." The real estate upon which a licensed manufacturer or wholesaler of fireworks conducts business.
- (q) "Licensed wholesaler of fireworks" or "licensed wholesaler." A person licensed pursuant to R.C. §§ 3743.15 through 3743.21.
- (r) "Novelties" and "trick noisemakers."
 - (1) Devices that produce a small report intended to surprise the user, including but not limited to booby traps, cigarette loads, party poppers and snappers;
 - (2) Snakes or glow worms;
 - (3) Smoke devices;
 - (4) Trick matches.
- (s) "Party popper." A small plastic or paper item that contains not more than 16 milligrams of friction-sensitive explosive composition that is ignited by pulling a string protruding from the item, and from which paper streamers are expelled when the item is ignited.
- (t) "Processing of fireworks." The making of fireworks from materials all or part of which in and of themselves constitute fireworks, but does not include the mere packaging or repackaging of fireworks.
- (u) "Railroad." Any railway or railroad that carries freight or passengers for hire, but does not include auxiliary tracks, spurs and sidings installed and primarily used in serving a mine, quarry or plant.
- (v) "Smoke device." A tube or sphere that contains pyrotechnic composition that, upon ignition, produces white or colored smoke as the primary effect.
- (w) "Snake" or "glow worm." A device that consists of a pressed pellet of pyrotechnic composition that produces a large snake-like ash upon burning, which expands in length as the pellet burns.
- (x) "Snapper." A small paper-wrapped item that contains a minute quantity of explosive composition coated on small bits of sand and that, when dropped, implodes.
- (y) "Trick match." A kitchen or book match that is coated with a small quantity of explosive composition and that, upon ignition, produces a small report or a shower of sparks.
- (z) "Wire sparkler." A sparkler consisting of a wire or stick coated with a nonexplosive pyrotechnic mixture that produces a shower of sparks upon ignition and that contains no more than 100 grams of this mixture.

511.03 POSSESSION, SALE OR DISCHARGE PROHIBITED; EXCEPTIONS.

- (a) No person shall possess fireworks in this Municipality or shall possess for sale or sell fireworks in this Municipality, except a licensed manufacturer of fireworks as authorized by Ohio R.C. 3743.02 to 3743.08, a licensed wholesaler of fireworks as authorized by Ohio R.C. 3743.15 to 3743.21, a shipping permit holder as authorized by Ohio R.C. 3743.40, an out-of-state resident as authorized by Ohio R.C. 3743.44, a resident of this State as authorized by Ohio R.C. 3743.45, or a licensed exhibitor of fireworks as authorized by Ohio R.C. 3743.50 to 3743.55 and Section 1620.02 and except as provided in Section 1620.05.
- (b) Except as provided in Section 511.06 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1620.02, no person shall discharge, ignite or explode any fireworks in this Municipality.
- (c) Except as provided in Section 511.06 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1620.02, no person who owns, possesses, or manages real property in the City, including residential leasees, shall permit the discharge, ignition, or explosion of any fireworks on their premises. This is intended to be a strict liability offense.
- (d) No person shall sell fireworks of any kind to a person under eighteen years of age. No person under eighteen years of age shall enter a fireworks sales showroom unless that person is accompanied by a parent, legal guardian, or other responsible adult. No person under eighteen years of age shall touch or possess fireworks on a licensed premises without the consent of the licensee. A licensee may eject any person from a licensed premises that is in any way disruptive to the safe operation of the premises.
- (e) Except as otherwise provided in Ohio R.C. 3743.44, no person, other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder, shall possess 1.3 G fireworks.

511.05 APPLICATION.

This chapter does not prohibit or apply to the following:

- (a) The manufacture, sale, possession, transportation, storage or use in emergency situations, of pyrotechnic signaling devices and distress signals for marine, aviation or highway use;
- (b) The manufacture, sale, possession, transportation, storage or use of fusees, torpedoes or other signals necessary for the safe operation of railroads;

- (c) The manufacture, sale, possession, transportation, storage or use of blank cartridges in connection with theaters or shows, or in connection with athletics as signals or for ceremonial purposes;
- (d) The manufacture for, the transportation, storage, possession or use by, or the sale to the armed forces of the United States and the militia of this state, as recognized by the Adjutant General of Ohio, of pyrotechnic devices;
- (e) The manufacture, sale, possession, transportation, storage or use of toy pistols, toy canes, toy guns or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive material are used, provided that they are constructed so that a hand cannot come into contact with a cap when it is in place for explosion, or apply to the manufacture, sale, possession, transportation, storage or use of those caps;
- (f) The manufacture, sale, possession, transportation, storage or use of novelties and trick noisemakers, auto burglar alarms or model rockets and model rocket motors designed, sold and used for the purpose of propelling recoverable aero models;
- (g) The manufacture, sale, possession, transportation, storage or use of wire sparklers.
- (h) The conduct of radio-controlled special effect exhibitions that use an explosive black powder charge of not more than one-quarter pound per charge, and that are not connected in any manner to propellant charges, provided that the exhibition complies with all of following:
 - (1) No explosive aerial display is conducted in the exhibition;
 - (2) The exhibition is separated from spectators by not less than two hundred feet;
 - (3) The person conducting the exhibition complies with regulations of the Bureau of Alcohol, Tobacco and Firearms of the United States Department of the Treasury and the United States Department of Transportation with respect to the storage and transport of the explosive black powder used in the exhibition.

511.07 PERMITTED CONSUMER USE

- (a) Any person who intends to obtain possession in this Municipality of 1.4G fireworks purchased in this state shall obtain possession of the 1.4G fireworks only from licensed retailers, licensed manufacturers, or licensed wholesalers and shall be subject to this section.

- (b) Any person authorized pursuant to Ohio R.C. 3743.45 to possess 1.4G fireworks in the State of Ohio may discharge, ignite, or explode those fireworks on private property with the authorization of the property owner on the following dates and their specified times.

(1) The Third, Fourth, and Fifth day of July from 8:00 PM until 10:00 PM

511.09 PROHIBITED USE

- (a) No person under the age of eighteen (18) shall use, possess, discharge, ignite, or explode any 1.4G fireworks in this Municipality.
- (b) No person shall use, possess, discharge, ignite, or explode any fireworks in this Municipality while under the influence of alcohol, a drug of abuse, or a combination of them.

511.99 PENALTY.

Except as otherwise provided, whoever violates any provision of this chapter is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months or both.