Reynoldsburg
OHIO · 1839

CITY COUNCIL

Council Meeting

Angie Jenkins, President
Shanette Strickland, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Meredith Lawson-Rowe, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, April 26, 2021 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. APPROVAL OF MINUTES

a. City Council – Regular Meeting – April 12, 2021

5. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

a. Military Recognition Committee - Ra'Nesha Springer

b. Transportation Committee - Brett Luzader

6. COMMUNICATIONS

a. Treasury Board Minutes - April

7. MOTIONS

a. A Motion to Approve a Resolution Supporting the Protection of the Right to Organize (PRO) Act, Which Provides Generational Opportunities for Working Class Americans

8. REPORTS

a. Clerk of Court Report

b. Police Department First Quarter Report

c. **Liquor Permit**

1. Everest Carry-Out Liquor Permit

d. West Licking Fire District Report for April

e. **There is no Development, Parks & Recreation Committee meeting.**

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

1. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Police Department

2. An Ordinance to Repeal Section 533.08 of the Codified Ordinances of the City of Reynoldsburg and Replace with a New Section 533.08 Entitled Sexual Exploitation

3. An Ordinance to Amend Section 533.09 Soliciting and Loitering of the Codified Ordinances of the City of Reynoldsburg

g. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services Relating to the East Main Street Improvement Project Phase 1 (Davidson Drive to Jackson Street)

2. An Ordinance Authorizing the Appropriation of Additional Salary Funding for Overtime for the Water and Sewer Departments, and Declaring an Emergency

h. **Finance & Administration Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Consultation Contract with TischlerBise, Inc. to Complete a Feasibility Report to Determine the Advisability of Establishing Impact Fees in the City of Reynoldsburg and Appropriating Funds Therefor

2. An Ordinance to Amend Chapter 167 Records Commission

9. LEGISLATION FOR EMERGENCY ADOPTION

a. An Ordinance Authorizing the Mayor to Enter into a Contract for the Sale of Real Property Located on Taylor Road to the West Licking Joint Fire District, Said Property Consisting of 10.598 Acres, and Declaring an Emergency (First Reading 4/12/2021). --- Bryant. Public Safety, Law and Courts Committee.

b. An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA, and Declaring an Emergency (Second Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

10. CONSENT AGENDA FOR FIRST READING

1. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Police Department --- Bryant. Public Safety, Law and Courts Committee.

2. An Ordinance to Repeal Section 533.08 Sexual Exploitation of the Codified Ordinances of the City of Reynoldsburg and Replace with a New Section 533.08 Sexual Exploitation --- Bryant. Public Safety, Law and Courts Committee.

3. An Ordinance to Amend Section 533.09 Soliciting and Loitering of the Codified Ordinances of the City of Reynoldsburg --- Bryant. Public Safety, Law and Courts Committee.

4. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Inspection Services Relating to the East Main Street Improvement Project Phase 1 (Davidson Drive to Jackson Street) --- Strickland. Public Service and Transportation Committee.

5. An Ordinance Authorizing the Appropriation of Additional Salary Funding for Overtime for the Water and Sewer Departments, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

6. An Ordinance to Amend Chapter 167 Records Commission of the Codified Ordinances for the City of Reynoldsburg --- Salvati. Finance and Administration Committee.

11. CONSENT AGENDA FOR SECOND READING

a. An Ordinance to Amend, Remove, and Add Various Sections of Chapter 971 Municipal Parks in the Code of Ordinances for the City of Reynoldsburg, Ohio (First Reading 4/12/2021). --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance to Establish Chapter 701 Landlord-Tenant Relationships of the Codified Ordinances of the City of Reynoldsburg (First Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

c. An Ordinance Granting an Easement to the Ohio Bell Telephone Company (AT&T Ohio) for the Placement of a Small Cell Tower on 0.09 Acre City-Owned Tract Known as Parcel # 060-000215-00 (First Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

d. An Ordinance to Establish the Reynoldsburg Adopt-A-Road Program (First Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

e. An Ordinance Authorizing the Mayor to Enter into a Consultation Contract with TischlerBise, Inc. to Complete a Feasibility Report to Determine the Advisability of Establishing Impact Fees in the City of Reynoldsburg and Appropriating Funds Therefor (First Reading 4/12/2021). --- Salvati. Finance and Administration Committee.

12. CONSENT AGENDA FOR THIRD READING

a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Parks & Recreation Department (Second Reading 4/12/2021). --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance of Support for the City's Participation in the Central Ohio RAPID 5 Project to Connect Central Ohio Greenways and Appropriating Funds Therefor (Second Reading 4/12/2021). --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Appropriating Funds from the Unappropriated General Funds to the Police Department for Donated Monies (Second Reading 4/12/2021). --- Bryant. Public Safety, Law and Courts Committee.

d. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department and Waive Competitive Bidding (Second Reading 4/12/2021). --- Bryant. Public Safety, Law and Courts Committee.

e. An Ordinance Authorizing the Mayor to Enter into a Contract with Star Consultants Inc. to Conduct a Needs Assessment for the City's Current Public Service and Parks and Recreation Facilities (Second Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

f. An Ordinance Authorizing the Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program (Second Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

g. An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support (Second Reading 4/12/2021). --- Strickland. Public Service and Transportation Committee.

h. An Ordinance Authorizing the Mayor to Enter into a Governmental Aggregation Program Agreement with Volunteer Energy Services, Inc., to Provide Full Requirements for Retail Natural Gas and Related Administrative Services to an Aggregated Group (Second Reading 4/12/2021). --- Salvati. Finance and Administration Committee.

13. OTHER COUNCIL MATTERS

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

14. UPCOMING MEETINGS

a. May 6, 2021 Planning Commission

b. May 10, 2021 Council in-person

c. May 20, 2021 Planning Commission

d. May 24, 2021 Council

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ADJOURNMENT

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Council President Leanora Jenkins called the meeting to order at 6:30 PM

PRESENT: Cotner (Remote), Baker (Remote), Strickland (7:36 PM), Salvati (Remote), Pyakurel (Remote), Lawson-Rowe (Remote), Jenkins (Remote)
ABSENT: Bryant

Approval of Agenda

The agenda was amended to remove item 7c in Motions as Councilmember Bryant is unable to attend the meeting.

Approval of Minutes

a. City Council – Regular Meeting – March 22, 2021

The minutes stand as approved.

RESULT:	**ACCEPTED**

Community Comments

Liya Nire

Hi my name is Liya Nire; I am a current student here at Reynoldsburg City schools. I am here today to bring attention to a genocide that is currently going on in Tigray. Tigray is located north of Ethiopia on the horn of Africa. They are currently under attack by the Ethiopian Prime Minister Abiy Ahamed Ali, Ethiopian soldiers, Amhara Regional Militias, Eritrean Military, Somalian Military, and U.A.E Drones. This has been going on since November 4th, 2020. All of this because the Tigray regional government decided to hold their regional election under the Ethiopian Constitution, that the unelected Ethiopian prime minister refused to hold using COVID-19 as an excuse. Ever since then there is no telecommunication, no electricity, no food/water, the villages and cities have been bombed by soldiers, churches, mosques, banks, schools and hospitals have been destroyed. Women and girls are getting raped by soldiers, houses are getting broken into, farms are getting burned, there is no access to medication/aid, you can't bury your family, soldiers are slashing people, and kids are getting kidnapped. In the midst of all this happening you don't even know if your family is alive. Some of my family is there and just like so many other people I have not been able to talk to them in months. My cousin is 24 years old and had type one diabetes and died in his mother's arm from lack of medication and he could not go to the

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hospital because they were all destroyed. This war has caused so much trauma to them they are watching their loved ones get killed and raped. Imagine being in their position of not being able to sleep at night because you never know when a soldier is just going to barge into your house. They need help. Today marks day 160. Too many people lost their lives and got injured in this genocide. To hear more about what is going on you can check out CNN, Fox, LA Times and other new sources, or go to standwithtigray.com and www.omnatigray.com. Like Mahatma Gandhi once said ¨be the change you wish to see in the world.¨ Somebody needs to take action now. I'm here today because I need your help to advocate for the following actions. We need all foreign troops and Amhara militias withdrawn from Tigray. Allow humanitarian access to the entire reign of Tigray. And finally for an independent UN led investigation of the war crimes committed in Tigray in the past 5 months. Thank you

Eugene Ruiz
Hello, my name is Eugene Ruiz, and I'm the president of Glory Soccer Club. Glory soccer club is a 501(c)(3) nonprofit organization, located in Reynoldsburg, with approximately 30 kids on the club with 75% of our team members are residents of Reynoldsburg. Glory SC is a diverse club. And has a great representation of Reynoldsburg's diverse community. We have players that are Hispanic, black, white, Asian, and the Nepali. The club provides competitive soccer to the community of Reynoldsburg to help develop our youth, build character and kids from all backgrounds, together to unite as one. We focus on providing affordable soccer, so that more kids can play and have a positive outreach within the community. On average, on average club soccer in the Columbus metro area costs $1000.00 to $2,000.00 a season. Glory SC charges $125.00 a season. We provide competitive soccer to families of all economic classes.

We want club soccer, to be affordable to all families. That's who I am. That is what Glory SC is. I am here now asking for support from Reynoldsburg, specifically Civic Park and field space. The majority of my kids on the soccer club live right off of Lancaster and within walking distance of Civic Park. I have gone the formal route to try to request Civic Park and field space there but I've been denied for various reasons. I had been denied because there's not enough parking lot space, which I'm there almost every week as I have my youngest son that plays in Reynoldsburg Parks and Rec and half of the parking lot is empty. Right now, I had been advised that, this from Reynoldsburg Parks and Rec, that it's not good to have two soccer clubs in one park facility, me personally I don't have any problem with it. And when I sent over these formal requests for Glory SC to have access to civic Park, I've never been received a formal email it was always a telephone call and saying we just don't have space for you, we just don't have space for you. Come to find out that this season, this spring Club

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Ohio has four fields there, they pay $6,000.00 for those fields, and any given night, anyone in this community can go to Civic Park and see that maybe one of those fields are being used. So I went the formal route and I decided to go the informal route, as residents of this community in Reynoldsburg, we, and the club members, we decide hey why don't we just go out there and just play. And I receive calls from Reynoldsburg Parks and Rec telling me that I cannot use those fields. Keep in mind, if I'm not using those fields, those fields are empty or they're being used by the community. And at this point, I really feel like, Glory SC is being targeted. And it's really unfortunate because at the end of the day, this is, this is for kids, this is for youth development this this is for kids and families that, that can't afford it, and it's and it's providing a positive outreach for these kids, and why am I so passionate about it, because I was one of those kids. I come from low poverty. At this point, I just need to know if Reynoldsburg can support, Glory SC with field space. And how do we continue the conversation.

President Jenkins
Thank you for coming in. I appreciate your passion for soccer, my kids all played soccer.
I did speak with Chris Skidmore in Parks and Recreation Department because Donna Bauman is on vacation today, and I can follow up with you this week and we can get a meeting together to talk about your requests for using field space, but I wanted to know from Donna about her communication, which she did follow up with you with an email and I believe Chris Skidmore did as well. Requesting some information so we can all get together and talk about it, and to see what is available. I believe you did put in a request for field space but we can talk about this offline later this week, I'll get your information, I believe I have your email address as well, but we can follow up and see what we can do about what's available at this time and what your needs are.

Eugene Ruiz
Excellent. Thank you, I appreciate it so much.

Councilmember Baker
Madam President, can you keep me informed on that as well.

President Jenkins
Yes, absolutely.

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Mary Turner Stootz
1070 Waggoner Road
Emailed Comment

When City Council voted to adopt the new Zoning Code, on the introductory page is a list titled "Purpose and Intent." (Section 1101.03) Is that section meant to be ignored?

"In adopting this Code, Council has given reasonable consideration to, among other things:"
1101.03, A., ii. - "current conditions and the character of current structures and uses in each district."

- There aren't any three-story buildings on Waggoner Road that I am aware of. How does that comply with current conditions or the character of current structures? And structures are buildings. Structures don't include steeples, telephone poles, or trees.

1101.03, A., iv. - "the conservation of property values throughout the City of Reynoldsburg;"

- I'm sure these three-story monstrosities will help the property values in Quarry Cliff and Jordan Crossing. Those two developments have some of the highest-end housing in the City. If their values go down, it will affect the entire curve of property values throughout the City.

1101.03, A., v., 3. - "To provide for desirable, appropriately located living areas in a variety of dwelling types and at a suitable range of population densities, with adequate provision for sunlight, fresh air, and usable open space;"

- Do you think the Wilson Ridge Development is appropriately located with a suitable range of population density? Does it fall into your idea of the amount of usable open space that every development should have? How can a bunch of three-story dwellings crammed into a small area compare to anything around it? How can it look or function as desirable?

How about number 1101.03, A., v., 6. "to promote safe, fast and efficient movement of people and goods without sacrifice to the quality of the City's environment and to provide adequate off-street parking"? That's a joke, but I'm not laughing.

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City Council has voted in and adopted a Zoning Code that allows either multi-unit or attached single-family dwellings in every zone of this City except for innovation and open spaces.

I propose that you **REMOVE Attached Single-Family dwellings as a conditional use in the Suburban Residential Zone.** By doing so, going forward, a zoning code change would be required, and it would need to come to City Council for approval. That way you can truly represent the people who voted you into office. The way the Zoning Codes are set up today, you are all useless to the property owners of this City. If you REALLY want to represent the citizens of this town, then stand up and make a difference.

Councilmember Lawson-Rowe
Greetings everyone, I wanted to share that since the pandemic hit, I have created what I call Ward 4 Walkabouts, and I just wanted to give a very brief update on what my walkabouts are. Selfishly, it started out just me getting fresh air and getting away from my computer and the house. I've been able to use that time to meet neighbors exactly where they are in their yards, walking their dogs, walking from their garage to check their mail and so on. And during that time I actually just simply introduce myself and let them know that I'm their Ward representative and if they have any questions regarding City Council or City Hall and to let them know that I'm here to hear their concerns and address their concerns. And so I've had an opportunity to have multiple walks by myself, with friends and family, along with neighbors, and the Police, Community Resource Officers have joined me a couple of times and some elected officials and some people outside of Reynoldsburg. So, I wanted to share how this has evolved. I have had an opportunity to actually see our community with the different lens that the police were able to share with me. Some of the things that they look for when they're in the neighborhood in terms of if a car has been parked too long, or any other type of safety issues. I'm able to answer questions in terms of street lights, and maybe how you go about addressing a concern you have with your next door neighbor, and a fence that needs repair so on and so forth. I've also used this as an opportunity to, if I see any code violations. And believe me, I have a learning curve. If I've seen something that I think is out of place in the neighborhood. I do reach out to the Mayor and I do reach out to our Service Director and they're very responsive. In my concerns and there's been several times that they have said, Mr. Dorman has sent out code enforcers, so his team is very responsive and I'd like to just lastly add, there was a huge hole in the concrete of a driveway and a duplex in my area. And so I contacted a Director Dorman and Mayor Begeny me and they caution me to say that they could not in terms of code enforcement, if it is a private residence, that we could have a conversation but it's not a code violation. And I assured them that this was a

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duplex and renters did live there. And so I'm just pleased to report in my last walk, I actually had seen the driveways fix. So I appreciate. If it was the code enforcers, or if the property owners or whomever was responsive to it. That just shows one example of my word walkabouts are no longer selfish it's also to provide service to the community. And so if anybody is ever interested in getting some exercise with me please feel free to contact me and I welcome anyone to walk with me. Thank you.

Mayor Begeny
First off, I'd like to give a thank you to all of you that participated and our litter cleanup few weekends ago I know a few others are being established that kind of as we speak. I do have a message from Donna Bauman, who is again on vacation right now but she wanted me to share this information with all of you. Good evening president Jenkins, members of council viewers. Thank you for the opportunity to provide a Parks and Recreation update the JFK Park improvements are continuing on March 31, the restroom and concession stand was delivered contractors are currently working on hooking up the water and electricity. Once finished the remaining site work will be completed concrete around the building and completion of the path JFK Park is the first City to have an ADA compliant play surface and restroom facilities. Parks maintenance staff continues to work diligently on the skate park repairing the skate park with staff was deemed fiscally responsible in light of the pandemic removal of the plywood proved to be very challenging as many of the screws were rusted or broken staff had to use pre bars and sauce to remove plywood which came off in small sections rather than entire panels project is taking a little bit longer than we anticipated and we do appreciate the understanding and patience of the community as we strive to improve this amenity in the park. Spring youth sports leagues are officially up and running, which includes youth soccer youth baseball and softball participation numbers are very encouraging and with currently 535 total participants registered the warm weather that we've had on off the past few weeks is everyone thinking spring and getting back outdoors. We do invite you to join on the following planting days, and on Earth Day will be planting bear fruit trees and shrubs that are native to Central Ohio at Pine Corey park on Saturday, April 24 from 9 AM to 1 PM Arbor Day will be celebrated on Thursday April 29 at 4 PM trees will be planted at City Hall. We're also hiring for summer seasonal maintenance positions job assignments include mowing and trimming cleaning various facilities and including restrooms disposal of trash and litter painting structures maintaining athletic fields assist with other construction projects and special events applications are available on the City of Reynoldsburg website. Thank you to the Rotary Club of Reynoldsburg and Pickerington for their donation of two little libraries for our park system, you can find those located at JFK and Civic Park, and a special thank you again to Councilmember Strickland for organizing the cleanup of Civic

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Park on April 3, and the group Placking the Burg for their area over off Livingston, now we need everyone to help keep our parks clean by placing litter in the receptacles and not on the ground. So those are comments from Parks Director Donna Baumann. I also wanted to provide you an update on a popular topic that is come up recently the Oliver project which is the townhome project off of the Lancaster, they had submitted a different proposal than was originally brought to our brought to the Planning Commission, a few months ago actually last November, because of the stark differences between the original plan and the second submission I made the decision to pull that from the agenda, from the Planning Commission agenda from the other week, we set up a meeting with the particular group the Oliver group to address for particular issues that had come up, including storm water, the amenities including the loss of the dog park, that was included originally. The issue of the increased amount of apartments and density, as well as the continuing concerns about height from members of the community. So to an update you we did have a meeting last Wednesday. So they had pulled their second submission, taking it away and they are reworking their designs. The earliest at this point that they are looking at coming back to providing some kind of an update to us at City Hall is probably within 7 to 10 days depending on how quickly they can re-engineer and rework some of their project to get it to more of an acceptable thing based on the original design. The earliest that it would be available for Planning Commission would most likely not be until the June 3rd meeting at the earliest, assuming that they can get the materials and in time. In the meantime, a traffic study is being done by the independent party of the EMH&T City engineers. In the meantime, also in addition to that we've done some continuing revisions for internal review of all development projects, we've extended from 14 days, the usual length of review to 21 days, which will also include an independent verifiable staff report that is not done by in house City Hall but will be done by our engineers at EMH&T, as well as the aforementioned traffic study and a little bit later in the evening you'll hear a little bit more about the potential for impact fees. They may also be looked at for incoming development as well to help offset the cost of infrastructure and maintenance as we move forward. I do also want to remind everyone that the zoning plans that is in there is a living document. So there's a potential for changes moving into the future unrelated to anything that we're referring to. Now, we make changes after the original adoption in March of last year we made some changes in November, and the group again will be getting together again in the next couple of months to again address any of those concerns considerations as we move forward. That's all I have for the Oliver at the moment if you have any other questions feel free.

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State Senator Hearcel Craig
I apologize for my lateness; we got a response in my office regarding Job Change. I was held over today and in a meeting with OLBC. And I certainly want to respect your protocol. And certainly to Mayor Begeny and to the distinguished members of Council. If that matter needs to be discussed at some future date, then certainly will do so, but happy to convey any information I can based upon your request.

President Jenkins
Okay, well you're actually right on time we haven't gotten to that yet but we have one more thing item to discuss and then you will be on next right after that so you're perfect timing.

WEST LICKING JOINT FIRE DISTRICT PRESENTATION

Asst. Fire Chief Krouse
So I'm just going to go ahead and read that letter, just so you guys have an understanding of what your officer was able to do. What's like in units were dispatched to an unconscious person off, Taylor Woods Drive in Reynoldsburg, while responding, dispatch the buys this was now a non-breather, a person in cardiac arrest. Medic 404 was on scene, performing patient care when Officer Bosley arrived and made his way up to the second floor. Officer Bosley recognized that the medic crew needed assistance, due to the additional crews not being on seen yet. Officer Bosley offered his assistance, and the crew placed them in the rotation of performing CPR. Officer Bosley's CPR was so proficient that the crew kept them in the rotation during the remainder of the call while on scene. Officer Bosley committed himself without hesitation, and offered his professionalism, to someone in their time of need. I want to thank Officer Bosley on behalf of West Licking Fire District and Station 404 crew in particular for yourself this dedication to the residents of the City of Reynoldsburg, and surrounding communities, your efforts, didn't go unrecognized. That's just a brief statement of the compassion and dedication that we have seen day to day, responding with your City Officers. We appreciate their commitment to us, providing over watch and securing scenes. Just that general protection that they offer us. It's definitely appreciated. And as this is just some comments I want to pass on to the rest of City Council.

President Jenkins
Thank you. It's very important to have a partnership with you with the police department and with West Licking Fire District is very important that you have that partnership, and

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you're able to get the job done. But more importantly, it's, it's great that you have that great partnership. And with the community as well so we appreciate you.

Councilmember Baker
Thank you for coming in and given that presentation. Chief Becker is aware of what happened, and it was put in his file, and the letter was sent to him. So I just want to let you know that he has very aware and appreciative of the kind words that you've mentioned.

Communications

There were no additional communications.

Motions

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE DR. DAMODAR POUDEL AND SANJU MAHATO

Councilmember Pyakurel
So let me tell a little bit about this two doctors. When the Covid hit last year around this time, Dr. Poudel and Dr. Mahato came forward to help the community. And many of the doctors did, but one thing that struck me right in the beginning was they were coming out and giving out the messages in Nepali to address the Bhutanese and Nepali communities, and central Ohio, including Reynoldsburg is the highest has the highest number of Bhutanese, a former Bhutanese citizen and currently the US citizen in the country. Any other cities, outside Bhutan. So, with that, how it was a huge support, and after spending quite a number of months with them, and later on I asked a question. Why did you come up to help at that time, the response was, it was Dr. Mahato who told me, at that time we thought we are maybe going to die in next few months. So let's do what we can in the beginning, whatever we can. So that was a touching moment for me, and that really touched me very deep inside. So that's why I would like to recognize them for their service. But before that, they we have a special guest. Your Excellency. The ambassador of Nepal, to the United States. So thank you, Your Excellency for coming. So I want to introduce Ambassador to the Council here. Ambassador, doctor, Yuba Raj Khatiwada ambassador of Nepal to the United States of America. Dr. Khatiwada arrived in Washington DC, on February 6 2021 to assume his post. He was the Administer of Finance, of the government of Nepal from February 17, 2018 to September 4, 2020. Additionally, he also served as a minister for Information and Communication. While

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also being the spokesperson for the government of Nepal from February 26, 2020 to September 4, 2020. Prior to being appointed as the ambassador, Dr. Khatiwada served as a Special Economic Advisor to the Prime Minister of Nepal, Minister level rank from September 15, 2020. You want a member of National Assembly, the Parliament of Nepal from March 4, 2018 to March 2, 2020. Dr. Khatiwada also brings extensive experiences of having served two tenures as the Vice Chairman of the National Planning Commission in addition to becoming the 15th Governor of Nepal Rastra Bank, the Central Bank of Nepal from March 22, 2010 to March 19, 2015. He had previously been appointed as a member of the National Planning Commission of Nepal from 2002 to 2005. Beyond these, he also served as a senior economist at the regional center of the United Nations Development Program (UNDP) for Asia and the Pacific from 2006 to 2009. Dr. Khatiwada for coming here and. At this time I'd like to request your Excellency to say a few words about this resolution.

Dr. Yuba Raj Khatiwada
Ambassador of Nepal to the USA
President Jenkins, Mayor Begeny, Members of the Council, and friends. Good evening and thank you for having me in your Council Meeting this evening. It is my pleasure to join you in recognizing Dr. Damodar Poudel and Dr. Sanju Mahato for their remarkable work. Let me first congratulate Dr. Poudel and Dr. Mahato for being recognized by the City of Reynoldsburg for their selfless medical service to people at large and to the Nepali speaking community, in particular. As we know, COVID 19 has been an unprecedented pandemic for more than a year now having threatened our life and livelihood. The circumstances brought about by the pandemic have been frightening for all of us, particularly for the minority communities living with language, and information barriers. Nevertheless, inspired by their cause to help, people from different communities like Dr. Poudel and Dr. Mahato have stood up, and used their expertise to aid those in medical need. Dr. Poudel and Dr. Mahato's contributions in providing medical assistance to the Nepali-speaking Bhutanese and Nepali American communities truly exemplifies our values as Nepali's - our values in coming out to the need of others. The accumulation of these contributions, specifically in a time of need, reflects the strength of our social responsibility and long cherished ideal of helping those in need and crisis. Their work also exemplifies the deep bond between the Nepali and Bhutani communities - a bond that has passed from generations to generations - one held by a common language and culture regardless of geography and territory. I really appreciate the work of the doctors all over the world who have taken all the personal risk to save many lives during the pandemic. The doctors being felicitated today are the manifestation of

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recognition of such selfless services. I am confident that the doctors will carry such cherished value in coming days as well. Once again, on behalf of the Embassy of Nepal and on my own, I would once again like to congratulate both Dr. Poudel and Dr. Mahato for their meaningful contributions to the Nepali speaking community. I take this opportunity also to thank the City of Reynoldsburg, Ohio, and its leadership for organizing this event and for recognizing the contributions of its residents. Thank you and Namaste. Also Happy Nepali New Year 2078.

Sunheel Sah
President NRNA, USA
Respected Council President Jenkins, Council Members, Mr. Mayor, His Excellency Ambassador Dr. Yubraj Khatiwada and dear friends. Good evening & Namaste. My name is Suneel Sah and I am the president of NRNA USA. The NRNA USA is registered as 501(c)(3) and this organization serves the people who came originally from Nepal and live in the United States. I am happy and proud to see our community members are getting recognized by the City of Reynoldsburg for their contribution to the local community. I have personally known Dr. Poudel & Dr. Mahato for a long time. They have been helping the people in their capacity all the time. During the global pandemic COVID-19, they went ahead than boundary line to help the people. They worked very closely with organization NRNA USA to convert the COVID-19 related documents published by CDC in Nepali language which was very useful and helpful for people who came from Nepal. I would like to congratulate personally and on behalf of the organization to them and thanks to the City officials for recognition.

Councilmember Pyakurel reads the motion into the minutes.

Councilmember Baker
I like to say a couple of words. I like to say thank you to both gentlemen for coming on and speaking with Council in the City of Reynoldsburg, and I like to thank Bhuwan for bringing this resolution forward to the City of Reynoldsburg, this shows that we're not just growing a population but we are growing in diversity and all diversity is welcome here in Reynoldsburg, as we are the City of Respect. So, I would like to say thank you to both gentlemen for coming and being a part of our Council meeting today.

Dr. Damodar Poudel
Respected Council president Jenkins, Council members, Mr. Mayor, NRN President, BCCO Board Chair and dear friends, good evening and Namaste. Today we are graced

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by the presence of his Excellency, Ambassador of Nepal to the US, Dr. Yuba Raj Khatiwada. Sir, thank you for your time and support. After the start of the Covid Pandemic last year, we were faced with a lot of fear and uncertainty. We were not even sure if we would survive this pandemic. In that time of distress, our first instinct was to reach out to our community and help those who needed our services. We reached out to Mr. Sudarshan Sharma from BCCO and through the BRAVE project we were able to provide our services to Bhutanese communities in different cities in various States. We were also able to provide similar services to other Nepali speaking communities through the platform of Central Ohio Nepali Association and NRN-USA. Our work reached and helped thousands of people during the height of the pandemic and later. None of this would have been possible without the help of our hard-working volunteers in the BRAVE project, CONA and NRN. Today we are here representing all of our Volunteers who worked day and night to serve people. We would like to thank every one of them from the bottom of our heart. We would also like to take this opportunity to thank Councilman Pyakurel for his selfless service to the community and for inspiring us every day. We would like to thank the city Council, City of Reynoldsburg and Senator Brown's office for recognizing our work. Your support and recognition has inspired us to do more. Thank you so much.

Councilmember Pyakurel
Senator Brown sent a certificate of recognition. Thank you for your dedicated services to Bhutanese and Nepali American communities of Columbus and signed by Senator Brown. Thank you for reminding me that I forgot about that. Thank you.

President Jenkins
I would like to thank Councilmember Pyakurel for bringing this forward and also thank the two doctors for their commitment to public service.

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

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A MOTION TO APPROVE A RESOLUTION URGING THE CITY OF REYNOLDSBURG AND THE OHIO GENERAL ASSEMBLY TO FORMALLY RECOGNIZE JUNE 19, 2021 AND EVERY JUNE 19TH THEREAFTER, AS JUNETEENTH INDEPENDENCE DAY, IN RECOGNITION OF JUNE 19, 1865, THE DATE ON WHICH SLAVERY LEGALLY CAME TO AN END IN THE UNITED STATES

Councilmember Lawson-Rowe
Mr. Senator, I just would like to share that I'm most honored that you're here, and humbled with your presence this evening. And I've admired your work as a public servant. And I just would like to publicly thank you for all of the support that you shared with me throughout my journey. And I'm just so full of pride to offer this resolution, especially since last year was the very first time that the City of Respect did recognize Juneteenth. And I'd like to, again, publicly thank our Mayor for offering the proclamation recognizing Juneteenth.

Councilmember Lawson-Rowe reads the motion into the minutes.

Senator Hearcel Craig
And let me thank you so much Councilmember Lawson-Rowe for your due diligence your work and your leadership, and certainly to President Jenkins, all of Council, Mayor Begeny, thank you for your courage and for your thoughtfulness. The truth is, African American History is American history. And I say, by your support on this extremely important legislation. We're going to continue our efforts in the Ohio Senate. It's a vibe camera system so we've got to have the vote in both houses of the legislature, but I am hopeful. We're going to continue to be vigilant. This is too important the City of Columbus says now adopted this as a paid holiday so has the Franklin County Commissioners for their employees, I think it is only fair and just add right to ensure that we recognize this in an appropriate day. For those that have a darker hue, but not only for them. But for all Africa of all Americans to recognize Juneteenth as an integral part of our history, we're all inextricably linked. Dr. Martin Luther King Jr. said this were all called, and an inescapable network of mutuality a single garment of destiny, what affects one directly affects all indirectly, I can never be all that I ought to be. And to you what you ought to be. We must fully recognize both the achievements, certainly the challenges and the issues that have been pressed on African American but certainly the achievements that African Americans has presented to our nation. And this world. And so I thank you I am humbled by your support. On behalf of certainly but it's not my bill so it

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is the bill of all Ohio. And as we move forward in our journey for truth and justice. God bless you, and thank you so much for your support tonight.

President Jenkins
Thank you for bringing this resolution forward, it is very important, and thank you for coming in and speaking in regards to this Senator. We appreciate you coming in this evening. And for all of your hard work for this important Independence Day.

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

A MOTION TO APPROVE A RESOLUTION SUPPORTING THE PROTECTION OF THE RIGHT TO ORGANIZE (PRO) ACT, WHICH PROVIDES GENERATIONAL OPPORTUNITIES FOR WORKING CLASS AMERICANS

This motion was removed from the agenda and moved to the April 26, 2021 Council meeting.

RESULT:	**WITHDRAWN**

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE NATIONAL VOLUNTEER APPRECIATION WEEK AND DAY IN CELEBRATION OF THE REYNOLDSBURG BLESSING BOXES

Councilmember Lawson-Rowe
I just would like to offer a quick piece of personal privilege. I know Ms. Doyline Williams personally. She and I have worked together in our professional worlds outside of the home. And I've known her for about 10 years and she brings a level of professionalism, both in her professional life as well as servant leadership to serve here in Reynoldsburg and throughout the entity she volunteers. She brings the leadership expertise, organizational skills, and she has a knack for framing questions in the right

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way. And she asked questions that we all wonder or have no idea that is a question for us. So without further ado, I'd like to go ahead and offer this resolution.

Councilmember Lawson-Rowe reads the motion into the minutes.

Councilmember Baker
I'd like to also thank Ms. Williams for her contributions to Reynoldsburg. We met sometime during campaign season, and she's been willing to step up and help in any way that she can and the blessing boxes were something that was new to me recently, and we all started to donate. There's one close to where I live on Taylor Road and I've been there probably in the last week to donate but there is a need, and we do have the food pantry and I don't know if everyone that is in need goes there but there is a need. I think the blessing boxes, help fulfill that need as well and they could go there any day, anytime 24 hours, whereas the food pantry may not be available 24 hours a day as these blessing boxes are. So if anyone hasn't been able to make a visit to any of these blessing boxes I would encourage you to do so and try to give and help our residents in the community, or anyone else who may come into the community to receive a blessing from these boxes. So thank you Miss Williams, and for everyone else on the call, who has helped in the community here and in other communities throughout Columbus with the blessing boxes because it is nice when you help others when they need help.

Doyline Williams
Thank you I won't take that long. I really want it to really share with you all how phenomenal, the blessing boxes and Reynoldsburg are, as well as all of the blessing boxes in the City of Columbus. The story really begins with the Columbus blessing box project, and I think we have a representative, yes, there's Gretchen here. And I'd like to give her a moment but I thought that it would be remiss of our community if we went into the Volunteers Appreciation Week, and not recognize that it really takes a village to make our blessing boxes, that they are from Gretchen's organization. To the City Council members, to the City Auditor, to our big hearted, residents who donate their time, their talent, their food. We can just be absolutely proud as a community. And so I wanted to make sure that in these extraordinary times when we have so many distractions that we take a moment and we put a big spotlight on the good that having blessing boxes in our community does. So, thank you council members and Mayor. More importantly for me, thank you to all of the Reynoldsburg residents who have just been phenomenal.

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Gretchen Davis
We started this project, Columbus Blessing Boxes project in January of 2018 as a way to teach our young children about giving back. We never, ever expected it to grow the way that it has. Currently we have 86 blessing boxes around central Ohio. I go all the way up to as far as Marysville down to Logan into the into the City, east, west, all over the place. The people of Central Ohio, have been extremely generous. They've always been generous but then the pandemic and I will tell you in March of 2020 we had 40 blessing boxes. And now here we are a year later and we have 86 of them. Each box has a host that maintains the box and keeps an eye on it, but it is a community project, donations are anonymous. Anybody can donate anything at any time and anyone can use it, no questions asked. No qualifying, no asking if you want to donate at midnight, we're using it at three in the morning, because you don't want people to see you, it's totally fine. We only ever asked for nonperishable food, baby and hygiene items, these are boxes, outside there's no temperature control or anything of that nature so it has to be shelf stable items. But we do have five of them in Reynoldsburg and they have been living there for a considerable amount of time since before the pandemic. And they're well taken care of by their hosts and by the community around Reynoldsburg and we are extremely grateful. I wish that my host could join us tonight but it looks like they didn't make it. But the community of Reynoldsburg has embraced this, and I know that, specifically the City church, there's a gentleman there who is very involved, and he fills his box and he fills boxes around and he's always checking in and seeing how things are going. And it really takes everybody, but it takes a village it truly does, and the need is greater than we've ever seen. Of course, nationwide. But these little boxes on a stick, sometimes help people just get through the day. And so we're very, very grateful for the community support in Reynoldsburg and all around central Ohio.

Thank you for coming this evening and we appreciate all of your public service and helping with those in Columbus and Reynoldsburg Council Members. I just want to say thank you. The blessing boxes are what they are designed to be, a blessing. And so I want to thank both Ms. Davis and Ms. Williams, for the hard work and effort they put towards this project.

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

A MOTION TO APPROVE A RESOLUTION TO PROCLAIM APRIL AS NATIONAL PUBLIC HEALTH MONTH

Councilmember Baker reads the resolution into the minutes.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bhuwan Pyakurel, Councilman
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSENT:	Bryant

Public Hearing

An Ordinance Approving and Authorizing the Execution and Delivery of a Joint Economic Development District Contract by and Between Etna Township and the City of Reynoldsburg, Ohio, and Declaring an Emergency

Councilmember Baker
This is a good economic development for the City of Reynoldsburg and Etna Township. We both benefit from this and show economic growth in Etna Township and Reynoldsburg as well.

The public hearing on this ordinance is closed.

An Ordinance Authorizing the Mayor to Enter into a Governmental Aggregation Program Agreement with Volunteer Energy Services, Inc., to Provide Full Requirements for Retail Natural Gas and Related Administrative Services to an Aggregated Group

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Larry Taylor
Volunteer Energy Services Inc.
The great thing about the gas aggregation program is that it's a guaranteed savings for the residents. Guaranteed 8% discount for all the SEO Columbia Gas customers. The other nice thing about it is, is that the owner of voluntary energy, living in Pickerington, we consider you guys neighbors. And when we initially presented this aggregation program he wanted to do something that he normally doesn't do for our over 200 aggregation programs. And that's provide a civic grant. We provide a civic grant of five cents. Back to the City of Reynoldsburg for every MCF of gas used. And I checked my notes and I believe it was November we were able to present a civic grant check back to the City of Reynoldsburg in the amount of $24,000. That's something that Volunteer Energy is very proud of that he's able to help some help support our neighboring communities. So I'm here tonight to answer any questions and ask for renewal of the gas aggregation program

Councilmember Cotner
It's a guaranteed savings, but it's not a requirement that any resident stay in it, so could you explain just a little bit more so we make sure, because I'm sure as Mr. Dorman and the Mayor will share, gap aggregation programs, tend to get confusing to residents and even frustrating.
They fuel phone calls, and I've been through this quite a few times with the setup, but I think there's some important things to point out that this would seem like the time to make sure we try to share a little bit more about how the program would work and what Volunteer really is going to do to help make this a smooth program for the residents of Reynoldsburg.

Mr. Taylor
The gas aggregation program is considered an opt out program which means that all SEO customers at Columbia Gas are automatically put in the aggregation program and I mentioned the guaranteed 8%. It's pretty much that simple, that each resident that's in the aggregation program is guaranteed to save 8% off of what the price would have been through Columbia Gas. You mentioned too is that I, myself, would be happy to help take calls, answer calls. Were set up at Volunteer to be able to, if anybody at the City would like to pass that information along to us to feel those calls we would be happy to do that.

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Councilmember Cotner
And how many years now. You said it was $24,000.00 back in the fall, how much has Volunteer given back to the City Reynoldsburg? Do you happen to know how many years and approximately how much has been given back in grants?

Mr. Taylor
Well it's been four years, I believe it's close to $100,000. And again, the grant, not everyone is in the aggregation program, they they've opted out. Some residents choose to pick their own supplier which is all fine. But the nice thing about the civic grant is that the Council, the administration, you guys have the opportunity to take that civic grant and use it for the benefit of everybody in the community, so that's one of the nice things about the civic grant, it helps everybody in the community.

Councilmember Cotner
This is this is the gas program. I don't know maybe this is for Mr. Dorman or the Mayor about electricity, does volunteer do electricity? I mean with this grant and the relationship with Volunteer, is that something that we're looking into or that we have, or that Volunteer does?

Mr. Taylor
We do. We are an electric supplier as well.

Mayor Begeny
Yeah, we'd be happy to have those kind of conversations I just don't think we've gotten to that point specifically just yet but that's obviously something that can be discussed amongst Council as well as with Mr. Dorman.

Councilmember Cotner
So they don't run concurrently, I don't remember what our aggregation time frame so we're just on the gas, we're not at the electric then they're staggered.

Mr. Taylor
We'd certainly love to entertain the fact to present an aggregation program. I've spoken with Mr. Curnutte, and Volunteer Energy and he would be happy to propose a civic grant for the electric program as well. Just the way that the numbers work out, the civic grant for electric tends to be a little bit higher. I would be happy to speak with Mr. Dorman and Mayor Begeny and see if that's something that we can address and maybe I could come

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back again and speak with somebody, or come back again and speak with Council, if you thought that was appropriate.

Director Dorman
We have had the conversation with Larry about this too. I know that the City has been with similar to Larry's company, has been with a company that has done the aggregation as well. You're right, Councilmember Cotner. We are currently talking to the other companies that does the aggregation, they are staggered slightly but just ever so.

Mayor Begeny
Thank you very much for coming on, I appreciate it. I know it was a long time trying to get the schedule right to get you here, but maybe next time when you come back in November, hopefully by that point in time we better be back in Council chambers.

Mr. Taylor
I appreciate that but it's. We appreciate the opportunity and I don't mind waiting.

President Jenkins
I have one question regarding the, you said, opting out. Will residents know when they're enrolled in this program and when their opportunity is to opt out? Will they receive a letter or a phone call, an email or when will this take place or when will this start?

Mr. Taylor
It doesn't expire until the end of July, the, the aggregation program that we have now, so the end of June, July. We're required by the PCO to send out a letter, letting them know about the aggregation program explaining to them and giving them an opportunity to opt out. There's no penalties or fees to opt out, and anybody that over a period of time, anybody that misses that deadline, who wants to opt in to the program can certainly do that easily by just making a phone call to Volunteer.

The public hearing is closed.

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Reports

Liquor Permit

LIQUOR PERMIT 3 GUYS DRAGON EXPRESS

Chief Baker
This investigation was completed for a new liquor permit application for Three Guy Dragon Express, LLC located at 7524, East Main Street. The business will be operated as Dragon Express Kitchen location formerly operated as Carnival Ice Cream. Business is owned by four different individuals, liquor permit is for D1 D2 class, which permits the sale and consumption of beer on premises or in original sealed containers for carry out until 1am. We checked police calls at the location from 2011 to 2021 and found no requests for police at this location. The Ohio Department of Liquor Control advised our investigator, that the owners have no other active liquor permits, and they know of nothing that would prevent the permit from being issued. I do not request a hearing for this permit application.

West Licking Joint Fire District Report

WEST LICKING JOINT FIRE DISTRICT REPORT

Councilmember Baker
I will be brief as the report is attached. The West Licking Joint Fire District 404 has done the standing job servicing Reynoldsburg and the response times continue to be great, even though there's been an increase in population. So I just want to leave it there but thank you to the fire man and fire woman who are serving at that station serving Reynoldsburg.

Mayor Begeny
The West Licking Fire District was instrumental in saving as much of a house as possible, a stone's throw away from where I live, just a few weeks ago. They were there I think by the time somebody saw smoke, they were there before I could walk to that location. I'm not that slow but they were there in the blink of an eye, and people's lives are saved people's lives are impacted by how quickly they were able to respond and mere moments after that RPD was there and Truro Township was there and so it was an amazing thing to see in such potential danger and so again I echo the Councilmember Baker's statements. Thank you for all their hard work in that particular regard.

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RESULT:	**READ INTO THE MINUTES**

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Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee meeting for Monday, April 12, 2021.

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

An Ordinance to Amend, Remove, and Add Various Sections of Chapter 971 Municipal Parks in the Code of Ordinances for the City of Reynoldsburg, Ohio

Mayor Begeny
We spoke on this issue the last time, basically it's just updating and modernizing our codes to make it more in line with existing state codes. City Attorney Shook can ask more specific questions to it. I believe Director Bauman went through a number of particular items that were changed last meeting

City Attorney Shook
Yes, this was on for a work session at the last meeting. There have been no changes to the proposed legislation since the last meeting. I would note this is the first major rewrite chapter 971 and about 18 years and Director Bauman put a lot of into this. I was just grateful to be able to provide any assistance.

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

With no further business, the meeting is returned to President Jenkins.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for April 12, 2021.

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

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An Ordinance Authorizing the Mayor to Enter into Contract for the Sale of Real Property Located on Taylor Road to the West Licking Joint Fire District, Said Property Consisting of 10.598 Acres

Councilmember Baker
I will go ahead and say it, I jumped the gun earlier but I was excited that this has made the agenda for today because this has been a long time coming. As I previously mentioned, and that the men and women have Fire Station 404 welcome a new fire station I have tour, the storefront fire station as it's called, and looking at the amenities and in the lodging of that current fire station, it is very cramped out it over there. Basically, it out used its use. So we need something that is more permanent and something that will let the fire district grow as we grow in Reynoldsburg, and the western part of Licking County. And so, I worked with Attorney Shook, Director Bowsher, the Mayor, and the Fire Chief and Assistant Fire Chief to get this together so we can move forward and build this new fire house, which is sorely needed.

Attorney Shook
This is a 10 and a half acre parcel of land that is on the west side of Taylor Road in between the Taylor Woods subdivision and the Limited. This is a parcel of land that was gifted to the City back in 2003 by a subsidiary corporation of the Limited. When it was given to the City there were there was a deed restriction that the City could only use it for a public park and so part of our process of negotiation here with this transfer was to get that deed restriction that it is going to be modified as we transfer it to West licking that it can only be used for a fire station. And for the construction in use of a bike path, which is the significant amenity for the City that motivated us to enter into this as well as having fire station located closer to our residents here in the Licking County part of the City.

Councilmember Baker
I was going to ask from the committee is, if we could put a two read emergency on this and the reason why I asked that is because back in October when we asked L Brands to lift the deed restriction on it, it took from that, all the way to now for that to finally be lifted. So we can move forward in between that process the West Joint Licking Fire District was moving on their end to ensure that there's an efficient timeline of being developed, being a firehouse on this property. But since we hadn't hit that about basically nine months stag. It really messed up our timeline. So, to get us least close to being back on track, I ask for to read emergency to, to be added on

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this. I'm not a big fan of an unknown emergencies but this has been known out here for a long time, at least nine months, we've been we started on this process back in August of last year. So, to keep the Fire District on a decent timeline, even though we're kind of playing catch up at this point because of that snag. I will ask the committee to add a two read emergency on to this.

Councilmember Pyakurel
Thank you for explaining this so well and it needs to happen as soon as possible. So I definitely I think I'll support that idea of going to two emergency for this particular legislation.

Councilmember Baker makes a motion to amend the ordinance to add emergency language. Second by Councilmember Pyakurel. Motion carries. Roll call; Cotner; Aye, Baker; Aye, Strickland; Aye, Salvati; Aye, Pyakurel; Aye, Lawson-Rowe; Aye.

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

With no further business, the meeting is returned to President Jenkins.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for April 12, 2021.

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

An Ordinance to Establish Chapter 701 Landlord-Tenant Relationships of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook
Yes, thank you Councilmember Strickland, this is the ordinance that had been presented previously to City Council as a work session several meetings ago. And then and been presented in committee with a request to forward it for a first read at that point I believe there was a motion to move this ordinance when we first read but it did not receive a second. My understanding is that Councilmember Baker, who is

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the sponsor of this legislation would like to represent it and see if it can be moved forward.

Councilmember Cotner
Councilmember Baker I guess starting there. Since there was nothing moving forward last time or maybe it's to Attorney Shook, what's changed, are we different with language or there's support of something changing. I mean I'm just, I'm kind of curious when you know usually couple weeks later we don't see something back again that didn't go through so what's different in here, what's the thought or what's going on there?

Councilmember Baker
I wanted to give Council, more time to think about this so that's why I waited a month to bring this back in for any changes that are in the concern, if there was a Councilmember that wanted to make changes but hadn't submitted to me yet. So, even though this is still the first read there's still plenty of time to submit changes if so be. And so I thought, well, let's get on the agenda let's get the ball rolling. So at any time if anybody wants to make any changes to it, they still can even though I provided a month to go buy for any feedback for anything like that. So, that is the reason why this has been brought back, and I want to make sure that there was ample time instead of bringing them back two weeks that I waited a month to do this.

Councilmember Cotner
A month later that I mean these are their changes then Attorney Shook or is this the same document?

Attorney Shook
Councilmember Cotner I've made no changes to the document none were requested.

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

Councilmember Pyakurel
I just second and am putting my discussion point here. I read through this and I related it to my own experience at myself and the experience of many people like me and I found this legislation is important for Reynoldsburg. So that's why I am supporting this and second this.

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An Ordinance Granting an Easement to the Ohio Bell Telephone Company (AT&T Ohio) for the Placement of a Small Cell Tower on 0.09 Acre City-Owned Tract Known as Parcel # 060-000215-00

Director Bowsher
This one is before you tonight AT&T if you know, they are placing 5G towers all along our major corridors to provide great access and amenities for cellular reception and data services throughout the City. One of the ones that they did they did a little hastily, and it was brought to my attention by the Mayor that they had placed it far too far into our right away. And so we had asked them to relocate. It's definitely in our downtown area so it's a hub, and certainly we're starting our streetscape projects that we're coordinating with them relocating it they're actually going to be relocating at our landscape that is at the parking lot, just to the west of Prose Beer and Wine Cafe. And the idea being it gets it up out of our streetscape, and we can conduct necessary, and it doesn't lose access for ADA compliance on our on our streetscape and sidewalk, as it currently does now. So, this right of way access is to allow them to put it on our property, and therefore, they would pay an annual fee to us to be able to utilize their poll inside of our jurisdiction. The typical application fees $200.00 and they will pay an annual fee of $200.00 additional dollars per year.

Auditor Cicak
The cell phone tower is makes the Memorial Plaza, a taxable area. The area it's going to be on is a taxable area and I want to make sure that the fee that is charged should be able to match the taxes that we're going to be charged for the property. Every cell phone tower on Reynoldsburg City property is taxed with property tax and I'm investigating that now.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Lawson-Rowe. Motion carries.
An Ordinance Authorizing the Mayor to Enter into an Contract with Strawser Paving Company for Construction Services Pertaining to the 2021 Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman
I apologize from emergency reads on these ordinances, and we had some discussions about charter review for you next year, hopefully we can find some ways to look at resolutions or other ways to help us out with some of these projects that require more

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of a quicker time turn around, basically. So this is for our street project this year. We opened bids a few weeks ago. Obviously we opened up the bids late in the winter early spring. So the contractors can get out their first of summer to start this work. Obviously our engineer then takes and has to review the bid tabs and make sure all the numbers make sense. And then they write a letter of recommendation I think in your packet you also receive a letter of recommendation, as well as a copy of the bid for this project, our annual street program. We had I think three bids from the main portion of the project, and Strawser Paving was the lowest, we have worked with them, many times in the past. And once again apologize for the emergency read. Several ordinances, you're going to see are all tied in this road program.

Councilmember Cotner
We know that emergency readings become a buzzword like we're somehow afraid to pass something as an emergency. It's a good function that we need to be able to utilize so I have no problem with the concept of Council utilizing emergencies. But I do have a significant problem with one read, one introduction emergencies and these need to be avoided any way possible. I don't know how we expect to present something to Council and pass it on the same night without allowing any communication, that's not the same as a typical something that passes as an emergency. An introduction and one read is something that we need to find ways to avoid those kind of things. Emergency language is part of our process to make sure something happens but the introduction and passage I think that's the problem where I have there.

Councilmember Strickland makes a motion for forward the ordinance to Council for a single read emergency. Second by Councilmember Lawson-Rowe. Motion carries.
An Ordinance Authorizing the Mayor to Enter into an Contract with American Pavements Inc. for Construction Services Pertaining to the 2021 Street Improvement Project Contract B (Crack Sealing), Appropriating Funds, and Declaring an Emergency

Director Dorman
Yes. Once again this is part of our street program this year. What we did was we broke it down into a few different components. As you were aware we talked about in the past. The City has really kind of not done a lot of preventive maintenance on our roadways, I know times were tough and once a levy passed more money was available for road work but until then a lot of band aids was done and we really didn't

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do anything to kind of improve the longevity of our roads. We basically had to wait till I got this such as such a point where we had to completely reconstruct them, and doing some of these other measures we can actually prolong the life of the road. Anywhere upwards of five, maybe even 10 years it's done properly. So what we did is we took our basic street program we broke it down into the main portion which is mostly just milling and repaving. And then there is a preventative maintenance portion there's two parts of the preventative maintenance portion. Most of that work proprietary. So for us to include that in the actual bid, it really wouldn't have done a sudden we would get the same contract with us to bid on it and we had to pay a 5% markup, to our prime contractor so we call those out and save some money. And once again, it's just the construction season. I understand what Councilmember Cotner's request. Obviously I hate to do that as well. It's just when it comes to these road contracts, other than us going out and, like we talked about, with the trucks and in trying to put them out when not having a budget passed, which is what we're trying to get, three listeners. In a quick way to honor the contracts the language in the contract requires us that we sign and enter the agreement within so many days once the bids are open to the once again this is for preventive maintenance where our road program. I think once again in your packet kind of outline the details.

Councilmember Strickland makes a motion to move the ordinance forward to Council for a single read emergency. Second by Councilmember Lawson-Rowe. Motion carries.

An Ordinance Authorizing the Mayor to Enter into an Contract with Pavement Technologies Inc. Pertaining to the 2021 Street Improvement Project Contract C (Asphalt Rejuvenation), Appropriating Funds, and Declaring an Emergency

Director Dorman
Once again, this is the second part of the preventative maintenance program. The one we just discussed is called crack sealing. If you drive down the road a lot of times you'll see kind of these lines that basically are designed to seal the cracks in the road and prevent the water from getting in there and cracking and freezing and thawing and destroying the pavement. This is for product called name rejuvenator or Reclamite, which is a product that kind of replaces basically the, the petroleum product and so every year were out plowing the roads, we're scraping a little bit of that roadway off every year. What this does is basically puts more petroleum product

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down and fills in all the voids, another preventive maintenance system typically two years or so after the roadways been installed.

Councilmember Cotner
Mr. Dorman, you had mentioned, obviously in years past street budgets were limited. We all know that, just barely to get by. I know cracks sealing something that's been done. This is something that this the new part that you were kind of referring to that's more of a proprietary thing, because I'm not a street expert by any means but I've not heard of asphalt rejuvenation.

Director Dorman
Yeah, it is. It's a product I've used for many years in my previous city experience. It is a proprietary and we knew we probably get only one bid on this and we did. It's very cheap, but it is a very good product and the nice thing about this product is when it's done. It's basically sprayed on. But after it's applied you can actually drive on the street within about 30 minutes. So, and when you're done it looks like a brand new Street and it needs to be done typically three to five years max after the roadway has been installed, and it'll increase the life you know, seven, eight years probably on the roadway.

Councilmember Cotner
So it's similar in concept of like top sealing your driveways and top sealing parking lots?

Director Dorman
Yes. That's a good example. It basically takes all those voids and then fills it up with it's just kind of like a petroleum mix. They run it almost looks like, if you ever follow a truck when the wintertime when they're brinning the road it's similar to that as the spray guns on the back, it just drives down the road shoots it on the road, and then they drop some sand on top of it, and then come and broom it in and they are done.

Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second by Councilmember Lawson-Rowe. Motion carries.
An Ordinance Authorizing the Mayor to Enter into an Contract with Strawser Paving Company Pertaining to the 2021 Sidewalk Improvement Project, Appropriating Funds, and Declaring an Emergency

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Director Dorman
So we are going to be looking at the streets where we are already going to be doing the work on. The idea behind this is we're going to go in that area, we're going to go in there once, were doing the lights, were going to do the signs, we're going to do everything we need to do to repair it, replace it, and get out of here so that we were not disrupting the property owners you know continuously with little things that need to be done. We will do a sidewalk inspection, which is the interesting thing. The streets were looking at this year surprisingly, do not have a ton of work that needs to be done. But what we'll do is we'll go out and do an inspection of all the sidewalks in those areas, every property owner will be notified of the work that needs to be done. They can then choose to have the work done by their own contractor or opt for the City's prices, and we will do the work. They can either pay the City directly or have an assessment for the tax bill the following year. This is a well needed program in the City as we talked about in the past and trying to become a walkable community. People with strollers, not just people with mobility at people with strollers, your kids on rollerblades things like that. Right now, you look at these issues on a complaint driven basis. Unfortunately if my code enforcement officers did this they would be out there kind of all day and night. If people's sidewalks are very bad obviously we bring it to people's attention or if someone calls and complains about it we do. But this is a good way to hit a little bit of City every year, throughout each ward and throughout the entire City and take a little piece at a time, and eventually I think we'll get there we'll see some major improvements.

Councilmember Pyakurel
Thank you. This side walk thing that you are bringing it up, so important. Great. I have a question here. So, this what I understood is like we are offering a services to the community members, other than we have been reconstructing and putting money and fixing that is that something we're doing here and I do not understand that clearly.

Director Dorman
I think we're trying to do a good job about getting that out. It's going to be an ongoing public relations and education process. We will obviously mail letters to all of these residents. I think a lot of people struggle to understand that they're responsible for the sidewalk in front of their property I think most people think, I think that's why a lot of them are the way they are because people don't real it's their responsibility. So I think, we try to educate people on it we provide A, B or C where it calls it out and I think they understand that this though takes a lot of the guesswork out of it for them I think

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for a lot of people with, you can't just go to Home Depot and buy a bag a quick three and put a sidewalk panel in. It's a different type of concrete. We have to inspect it make sure it's pulling the correct thickness, the right time reach us at the right time of year. But this does allow residents go out and select their own contractor if they want to, typically, because we're bidding this out as part of our street program and we have a lot of tons of concrete work in our street program. The prices we get are typically considerably better anything going out on their own. So that's the idea behind the see what helps them.

Councilmember Pyakurel
Specifically, dead tree roots thing in my Ward. Around 10 members of the community last year. I look at that. And I think I reached out to your office Mayor and Director Dorman. So, now you're bringing this back. Thank you. There's a big need in the community. I am hoping that this will definitely address those concerns of the members of the community.

Councilmember Lawson-Rowe
Thank you for introducing this one and I know we've talked about this a great deal. I'd like to also add if there's a possibility whenever you do address these different areas, if there's areas where sidewalks stop for whatever reason, I know that there are some in my ward specifically that there's sidewalks and then all of a sudden, it stops and then it picks back up, or it stops and never picks up until it gets to the main road.

Director Dorman
Yes, I completely hear that and understand that I know that you know as we see development taking place, we will require the developers as Director Bowsher can talk about. You notice to install that in front of the property. MI Homes is a good example. All that frontage along Waggoner, they're going to put up an eight foot leisure path. I do have some fairly good news though maybe but as we're talking about that Graham Road section we're having some very good conversations with the county engineer on that the City and the county near sounds like we're going to be working hand in hand, they may take up the portion, getting across the bridge and we'll build everything up to the bridge. So that's the gap that you're talking about. That's a huge issue I'll see people in wheelchairs coming down the road on Graham, coming up from 256 and that's one of those areas that we talked about you know the area, other we talked about is the parcel in front of the cemetery, in front of the Ohio

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Department of Ag, all those areas. Your right, as we get development and it's important that we make sure that gets that gets done at that time.

Councilmember Lawson-Rowe
Okay, thank you. So, just for clarification, I'm not talking about any new developments, I'm talking about existing developments. And what is Retton Road, those homes have been there I don't know how long, but that is one specific example. I think that there are others.

Director Dorman
One thing I do want to mention about that too and we'll go through this and we talk about Waggoner Road improvements in the future. Unfortunately, in some areas and I don't think it's the case too much in Reynoldsburg but in some areas you may not have sufficient public right-of-way to put a sidewalk in. So then it comes to talking to property owners trying to negotiate them either donated or to provide you know for a small monetary donation by the City but I've been in cases where somebody just is adamant and doesn't want to do that, then you have this missing gap that's there and if you don't have the means to put it there is tough and I understand what you're saying but some of those cases maybe where there's just not right with the City of required back in the day and unless we negotiate with the property owners and it's to kind of this word is for the time being.

Councilmember Cotner
Again we will make sure people are clear and residents are clear this is going to be a cost to them that they will have to pay not the City paying. What approximate in a single family, they've got to fix a couple and it’s not just one crack, you don't crack seal it, you're fixing the whole section of that concrete there, what would they expect to pay, what's the average home going to have to look at getting billed for this?

Director Dorman
So you're right, some properties may not have any sidewalks and some may. If you're on a corner lot you're obviously going to have more than anyone else would. Typically a panel can range anywhere from $125 to $175. If it's in the middle of a driveway it's a little thicker because that's the cars drive over we for those, you know, six inches, as opposed to four inches if it's a regular sidewalk. That's typically the going rate the higher rate means something that's more along the driveway line. I looked at the rough scenario I don't think anyone had higher than maybe $800.00.

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And that was probably four, maybe five or six panels. And that's why we have the option of adding it to the tax bill to, so people don't have the means and it can be assessed the property tax bill the following year. Some people don't, in my past, doing this node communities, you get probably about an 85% rate for people typically just pay it directly.

Councilmember Cotner
Yes but we've never had a year where people have lost jobs and dealt with a pandemic and are watching every penny that they're dealing with. This will not be a popular program and I think making sure people understand what to expect is very important. This isn't creating new sidewalks. This isn't, you know, filling in the gaps of other places, this is putting the burden to the homeowner to get your sidewalks fixed and pay it out one way or the other.

Director Dorman
And that's a good, so I know some communities do offer some assistance with the residents but I hate to say it's a first come first serve pot of money that's their presidents have a need, they can apply for those funds, that's something that we can look at and we talked about with Council. If they'd want to entertain something like that. Now I will say too, if it's a sidewalk panel that's result of City work like where we had a water shut off or some other thing. We luckily been on a lot of street trees so not a lot of the issues are caused by on the City with a lot of other ones we will pay for if it's caused by work that we needed to do.

Councilmember Cotner
That's another great lead in as well, some of those issues where the trees are doing the damage. Just repaving that sidewalk isn't necessarily going to fix it. Are our residents going to be expected to remove trees in this kind of scenario as well?

Direct Dorman
There is nothing that requires them to. We will look at other options that are cheaper though in those areas such as it’s called slab jacking and angle grinding. So if the sidewalk is heaved a little bit and you're right in my past experience, you would spend all this money and remove the sidewalk panel and three years later the panel's popped again, but if the tree is going to stay there, you're going to continue to have issues but there are considerably cheaper methods that we run across those issues if it's just the tolerances there that we can just either shave the panel a little bit, or what

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they call slab Jackie was where you just pump it basically either pump the panel so it's lower, lower adjacent to it match the grade.

Mayor Begeny
Just wanted to add in as we're trying to be more proactive anytime that new development comes in, Director Dorman is an arborist, we actually have two of them with the City. One in Parks and Rec and Mr. Dorman himself and one of the things that we've been working on when developments come in is anything, their landscape and their tree plans that they would be and again I'm not the expert but basically instead of their roots only going shallow and out like what we've seen that causes some of the issues that you mentioned, these roots for these trees that we're recommending that are being put in actually go deeper and if I didn't use the correct terminology Director Dorman, I apologize, I am just a novice in this world.

Director Dorman
No, that's correct there are trees that more deciduous trees have more of a predominant surface root area. Honey locust can do that, elms do that, yeah we're looking at they call it right tree right place, you make sure you put the right tree in the right area based on what's around it.

Councilmember Baker
Is it possible to look into see if we could create a program for those who don't have the means to do to fix up their sidewalks? Or did you mentioned earlier.

Director Dorman
Yes. I'd be willing to look at what other cities are doing in the criteria and share that with Council. Absolutely.

Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second by Councilmember Pyakurel. Motion carries.
An Ordinance Authorizing the Mayor to Enter into an Contract with EMH&T Pertaining to Inspection Services for the 2021 Improvement Project, Appropriating Funds, and Declaring an Emergency

Director Dorman
Yes, so this is EMHT, it is just to do the inspection work and monitor these contracts they basically are out there in the field. They provide a field representative that has

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kind of act as the liaison between the residents and the contractor and then also reviews all of the quantities at the end of every business day so they are out there doing all the back checking on these projects list.

Councilmember Strickland
I should note that Director Dorman is requesting a single read emergency on this legislation.

Councilmember Pyakurel
Director Dorman, this is an inspection service that you do on a regular basis. Right? And if you know these things in advance that this will be coming up. Why we are coming for an emergency for this particular thing or is this something different?

Director Dorman
Well, that's a good question. So we don't know what the cost is. The cost is based on once they review the bid tabs and the numbers of contracts provides us, then they actually provide us a proposal after that, for the amount. So I could always throw out a number and there'd be a pretty large number just to avoid things like this but no their proposal is based on the actual time, they're going to spend on the project based on what the contractor provides so they kind of go hand in hand. I understand that you're thought in it that does make sense, but unfortunately I can't do that.

Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second Councilmember Lawson-Rowe. Motion carries.
An Ordinance Authorizing the Mayor to Enter into an Contract with EMH&T for Inspection Services Pertaining to the 2021 Sidewalk Improvement Project, Appropriating Funds, and Declaring an Emergency

No comments were made on this item.

Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing the Mayor to Enter into an Contract with Complete General Construction Pertaining to the Main Street Improvement Project (Davidson Drive to Jackson Street), Appropriating Funds, and Declaring an Emergency

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Director Dorman
Yes, this is the PWC grants mainstream improvements phase one, which was from Davidson Drive to Jackson Street. It includes the widening of the pedestrian sidewalks to restore grounds for some street enhancements, including new street trees, tree wells and some benches, new lighting, a new traffic signal at Lancaster and Main where the old string pole one will be removed. There is a lot of work on Main Street already. ODOT has started their repaving project, and Columbia Gas is out there, they're moving their facilities right now in preparation for this project. So Complete General was the low bid on this project. And once again, this would be for the construction and then later you'll be seeing an ordinance for the inspection portion.

Councilmember Baker
The crossing light that is right there, literally across the street from Tempe Taco and Prost, right there, we had to have the flag to walk across. Is there anything in the future, since we're doing that stretch to replace that to have something that's more visible to traffic? For example, the one that's on Livingston near the high school, something where drivers can really see the lights, because I've seen it where people push that button and cars are just going through. Now either they don't care, or they just don't see it because it's not really that visible.

Director Dorman
Yeah, I think the improvements we're doing along there will be really helpful for that I think we're doing what they call an island right there at by Vick's Pizza. We had the issue with the car going straight down through there and run into Prost. What I see, a couple months ago we had a tractor trailer, trying to make, they were heading eastbound and tried to turn there to go up to 256 and got stuck. So we're putting an island there that'll prevent people from doing those kind of illegal turns there that's going to be a huge benefit. The other thing is we're widening the sidewalks so we go about four feet wider on the sidewalks, through that area. And by doing that, that sign that you're talking about going to get pushed out further toward the street. Traffic should slow down because the streets going to be narrower. And the second thing is that sign and we put down even further, because of us widening the sidewalks I think we might have even talked about having it more suspended over the intersection. I will have to see where we ended up with that only because with the tractor trailers and things that are driving down there, I'll have to see where that ends up, I can't recall off the top my head right now but that's something I can definitely look into but

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I think the improvements we're doing there's, It's definitely going to be some traffic coming through there and I think we'll see some definite improvements there.

Councilmember Baker
Yeah, I was. That's why I mentioned the one that's on Livingston, near the high school, because it suspends over Livingston.

Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second Councilmember Lawson-Rowe. Motion carries.
An Ordinance to Establish the Reynoldsburg Adopt-A-Road Program

Councilmember Baker
I came up with this idea, because every time I see it on Facebook people are going out, picking up trash and stuff along our roadways to try to help make Reynoldsburg look beautiful. And I thought this would be a great program to aid into that. And so, I was starting to looking at different areas, different municipalities, who offer this program so I kind of nitpick some of the stuff from it and made up this ordinance, with the help of Attorney Shook. And so I think this would be a neat opportunity for the City of Reynoldsburg to have a program like this one. Also, to increase participation among cleaning up litter trash and along the street ways in our City to help make our City look beautiful. So that's the reason why I brought this legislation. I talked with Councilman Pyakurel and he's all for this legislation, and he wants to partner with me doing this.

Attorney Shook
So we already have a lot of groups that are volunteering in the City. We've heard about Plaking the Burg and Pastor Danny and his group over at the Vineyard church are very helpful around the City as well and what this really does is it gives those groups an opportunity to continue volunteering with the City, but to be recognized for the service that they are providing. We do have an application that I drafted and submitted along with the Council packet, as well as a proposed waiver that any participant would have to sign to protect the City from any potential liability but this is a program that is designed to honor and recognize those groups.

Councilmember Baker
Also for groups who will like to participate in the program, I had talked to Director Dorman and the Street Department about creating signs like you typically see in

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programs that have those organizations advertise to the public that they're helping keep it beautiful.

Councilmember Pyakurel
Definitely. This is very important like we had seen the last Saturday, I think early Saturday. We were cleaning down there in the Livingston Avenue. I think when we have this program I think that'll be a group setting sort of and make those area cleaner because that's it, tons and tons and tons of trash around lying in the places. So I think this will address some of that, may not be all but some of those problems and make our City beautiful. Thank you.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Toole & Associates for Professional Plan Review and Inspection Services, and Declaring an Emergency

Director Dorman
This is our CBO, actually is our CBO and our floodplain administrator. He does all of our commercial plan review, and our inspections, electrical inspections and the commercial inspection. So you guys are aware of last year we had to move the money we ran out of money in our budget for this so we have adjusted contract. This year to reflect the current amount, the amount that we were at last year at the end of last year I think was around 80 some thousand dollars. The contract should be attached. And once again, it was in this contract is in order to keep things moving with them as we got so much projects, anticipated and moving forward and he's a vital resource in the City.

Clerk Prasher
I just want to make sure Council did receive the email earlier. The wrong contract is attached to the packet.

Councilmember Cotner
Yes we did receive the email late in the day. I understand what some of the others that are single readings and brought up the same night, why couldn't this one been done sooner?

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Director Dorman
Well I would prefer not to do this in a single read. It was requested by the company, the CBO and they basically sent a an email to me explaining that their liability company, have a rate increase, and they need to provide a signed contract with the City prior to that rate increase which is actually 04/15/2021.

Councilmember Cotner
So it's because they didn't get something to us that we bring it up and pass it as a single read.

Director Dorman
Well we're trying to accommodate them and they basically said they're going to have an increase and asked if we could pass it as that. They've been doing this, currently have a contract with them, it's once again most of this is just in and out fees if someone pays for a permit it gets put back to our CBO. There are a few of these fees that are not like that but yes so you're right.

Councilmember Cotner
Attorney Shook, there is nothing that we can do to help them to get some kind of extension on an existing agreement that would help them without having to introduce something that we just got hours ago and pass it.

Attorney Shook
That that's between them and a third party. There's nothing that we could do to be able to get them an extension with whatever third party that they are working with. We are operating under a contract that we signed with them last year that provides for an hourly rate that we pay to Toole and Associates, and I think we've continued to operate under that contract through this year. Beyond that, I don't I don't know much more than what Mr. Dorman indicated.

Councilmember Baker
Because there's a lot of new members are on Council. A few years ago Council passed, I can't remember exactly what it was but I remember it was something that we literally got the day of Council, it was to the point where I hadn't even read again I was asking the hold off some time for us to get time to look at it but Council continued to go on and I was lucky to read through the packet, getting something like

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this isn't new to Council in the past. Council has passed something, one emergency reading that we just got. So I was able to read through the correct packet and everything. So, I see no problem with it. Just for future reference and to make sure all the I's are dotted and the T's are crossed, so we won't come across this, but Council has done this in the past.

Director Dorman
Yeah, like I said, when we look at that charter review, I my past experience was, there was other mechanisms for this, three readings and a 30 day referendum is for lots of work that I do and in the engineering side and street work it's, it's sometimes almost impossible, but I can assure you that the one good thing about this contractor is we've been using them for years. The contract is identical to every one we've had in the past, they haven't changed any of the rates. The only thing that's different in there as we reflected the price of the services provided last year and I said we only we changed the amount to reflect what we actually encumbered and spent last year.

Councilmember Cotner
I think the emergency language on many issues is a useful tool, I don't have a problem Mr. Dorman with Council utilizing that and getting the Mayor's signature and moving forward. I think that makes a lot of sense. But years ago Council met every Monday and there would be a committee meeting there would be a Council meeting, and when it changed, there was a struggling consensus that items wouldn't be introduced and passed the same night. And that's the problem with is not even the one reading but the one introduction passage, all in one time frame that's the part that you know community needs to at least know. I know that not all community members pay attention and its okay I know that's few if any would say hey I have a problem with this contract. I'm implying nothing wrong, but it's just that concept that it was every Monday we met, we changed that. And when we did it was a very strong agreement that unless it was a true sky is falling emergency we would avoid the introduction and passing in the same evening and that's the problem. I feel about it is all. Not even the emergency not even a one read emergency just that it's because again it's useful and I know that things have to happen quickly with contracts so not trying to be problematic.

Director Dorman
I hundred percent agree with Councilmember Cotner and I think one thing to that I've noticed is sometimes contracts went before you and sometimes they didn't. So we're

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trying to be as transparent and I'm yeah I would love to say, I could give you three reads on this but I want to also make sure that we're putting it for you and get everything side so I totally, I appreciate what you're saying and agree.

Councilmember Cotner
I don't think 3 reads are necessary. We have in our charter the language for emergencies and I think that's a useful and responsible tool to use. No problem.

Mayor Begeny
The members of Council, we will do as best job as we can to kind of continue to curtail that as best as possible. This night is obviously different because of the amount of street work that's involved. But to your point, Councilman Cotner, I agree we do need to do as good a job as we can to, especially the one read emergencies with the limited time, so we'll do what we can.

Councilmember Strickland makes a motion to forward to ordinance to Council as a single read emergency. Second by Councilmember Lawson-Rowe. Motion carries.

With no further business, the meeting is returned to President Jenkins.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for April 12, 2021.

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

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

Mayor Begeny
As you know a few weeks ago with the Council met, and was given an executive session the potential for the City Reynoldsburg to purchase different pieces of property. Now we bring before you that final session and the first piece of legislation you're referring to is to allocate and move the funds to an appropriate level. I just want to kind of give you a little bit of a background, late last week, as I'm kind of scrolling through and keeping an eye on what's going on I got a notification that the

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City of Hilliard is going to be losing their third largest employer, it's BMW financial services it's approximately 600 jobs. It is one of the biggest nightmares that I think the City Auditor and I share is what happens if something similar to this happens in our community if the Limited and we experienced a little of that last year with some of the layoffs at L Brands. So it's going to be very difficult because of the lack of usable space that we have in the City of Reynoldsburg work for major large scale employers. But what we do have the opportunity to do is continue to build upon what Reynoldsburg is strongest known for which is our small businesses, small businesses can be anywhere from 50 to 100 employees sometimes maybe even give it a little bit more than that. And the opportunity for us to purchase these two pieces of property in question the PNC Bank, as well as the Happy Dragon, are going to be able to help set up the stage for some good small business and medium sized business into the City of Reynoldsburg. We know that we have a number of different types of businesses here in Reynoldsburg, what we're looking to do with this is potentially try and diversify our business portfolio where we have different styles of jobs and maybe have not been as prevalent in the City of Reynoldsburg in the past. Looking for something a little bit different in each site, some of it could be again a mix of restaurants and retail it can be additional office space entrepreneurial space or what they call incubator space, things of that nature. But a lot of different options to provide not only the jobs to the community but also certain amenities, especially in our old town area that fit within what we are looking to do with that version to kind of make it more pedestrian friendly more boutique related and shopping. And so, the process began a few weeks ago and we bring it to before you tonight with my strong encouragement for passage. So that way we can move and continue to control a little bit of our own destiny. So then, in case the worst case scenario happens if something with the Limited, we do as best as we can to bring in other businesses to help compensate and in the meantime continue to grow our economy throughout the entire City of Reynoldsburg work with that I will open up any questions to the first particular one, I don't know if the Auditor would like to talk about the details of the transference of funds before we get to the actual pieces of property in the following two pieces of legislation.

Auditor Cicak
It’s pretty straightforward and it's transferring money from the unencumbered general fund into the 410 fund.

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Councilmember Salvati
The good thing about this single read emergency is that we've been talking about these properties for like almost a month now, if not longer.

Auditor Cicak
I talked to City Attorney Shook about this today. There's a portion in there that states, closing costs and contingency will also be paid, and we pretty much nailed down that the amount of money that's on this legislation is the amount that's going to be used and they'll be nothing else used for these buildings.

Councilmember Cotner
I mean now seems as good a time as any and since there's three points all together might as well just talk on now and instead of separating everything out so I still have a lot of concerns about this, I brought them up before. I asked about the appraisal, and what those appraisal rates were. The fact that we're trying to purchase this and hold it for someone, as a landowner. It just still seems problematic and a lot of ways, but the pricing on these, did than anyone else see the appraisals? I don't know if Mr. Bowsher shared those?

Mayor Begeny
They were available to everyone. We were going to add them to the agenda today but after speaking with Clerk Prasher, because of the size of them I believe each one are in excess of 80 pages, adding them to the agenda would be a little bit difficult but they're available at any point in time for a separate mailing to members of the community, things of that nature. I do know that Councilmembers have reached out to myself, and Director Bowsher asking some general questions about things in the past but I can answer any questions that are available for him.

Director Bowsher
And to add to that, I'm sorry Councilmember Cotner. Thank you. Some of the other members of Council as you had reached out to me via email, some of the other ones came into the office and we've sort of went over some of those finances and some of those numbers and sort of the idea of the end goal and what that product and why we were doing that. A lot of the same questions and comments that you had made to me. So there's been some other communications that have been had as well.

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Councilmember Cotner
And we're holding for one specific developer, I think you've identified a preferred developer?

Mayor Begeny
Right, one of the concerns that the Auditor brought to our attention is to try and lock up some sort of a development deal as early in the process as possible so that we would reduce as much risk to the City as possible. That was one of his concerns because obviously we want to be made whole with this particular arrangement. So one of the developers that we've been working with on other different pieces of property within the City of Reynoldsburg had expressed interest in partnering with us at that point in time, but again it was more or less to help speed the process along more so than anything else.

Councilmember Cotner
You mentioned something in there that I've got in my notes to about being made whole. Are we going to include, it's not in this language but are we going to include language that we guarantee that the City is made whole. I know there was talk of, you know, we're buying at a certain price. Are we sure that we're getting every penny we pay back from these developers?

Mayor Begeny
At the end of the process when we actually sell the properties within X amount of months, depending on the particular property, the goal is to be made whole. As the Auditor is kind of said, to make sure that we're getting back all of the money for it, some of it could also be a longer term goal of investment, how many jobs are going to be created for, what is the difference in property value, things of that nature. That will help add to the tax base all the way around but yes, the goal is to be made whole. So if we're spending 2,625,000 and change. Yes, that is our goal to get that money back so that way, basically it is a pass through between this time and when we saw the properties.

Councilmember Cotner
Well I think it needs to be more that goal. I think it needs to be a fact. I mean if we are saying that we're purchasing these properties for million dollar corporations, multimillion dollar corporations, which they just can't somehow move as quickly as city government can. They should guarantee that were made whole.

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Mayor Begeny
And that is our goal but at the same time that depending on, if a developer were to come in and offer a job as something would bring in say 100 jobs with a 15 to $20 million payroll but they wanted to pay less for the particular property at the outset, then at that point in time, is it worth being able to bring an increase the tax revenue to the City from the income taxes alone if there's a slight loss for that. That's not what I'm looking for, what I'm looking for is to again be made whole but I'm not going to guarantee that is going to be the case because I don't believe we should be for fitting potential job growth on the offset for this.

Councilmember Cotner
What other expenses, so again, we're going to hope to sell these within a certain amount of months and now it sounds like we're not positive of exactly who's going to be there but are the building's going to stay there and we're going to, I think the plan that has been talking about that these buildings are coming down. Is that cost being passed on to developers?

Mayor Begeny
As of right now the buildings are going to be demolished, they're going to be demolished at the cost of the developers, that's going to be something that they will take care of. That's something that the Auditor has been very firm and that's their responsibility. These properties will remain vacant, we have made arrangements to make sure that they are included in any potential insurance policies and things of that nature that Director Bowsher can speak on. The rest of it is just basic maintenance of the facilities almost as if it was a vacant business throughout the rest of the City. The goal again is to have these things off our books within one year. However, again, the idea is that it would be at least that but a potential for maybe more but most likely it's going to be less than that. That's why we work with a preferred developer because that way they can already start working in quote unquote shopping it around the potential of what can be there.

Director Bowsher
In fact, actually, that preferred developer has already been working at junction with my office to secure those deals already ahead of time. Obviously it takes us purchasing the properties to continue that moving forward. One of your comments, Councilmember Cotner, was how does it protect our assets? If it's vacant, certainly

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we've been working with Director Boller, human resources about our insurance so we're working through that as well. We certainly don't want to be a landlord. So the current tenant there the Happy Dragon, in fact the City Attorney Shook can talk on this as well. We made an arrangement for them for our money to be able to be put into an escrow account at our closing and then when they are closed when the product is sold off, and they have time to move their equipment out of the building, and they are ready to drop off the keys for their closing, that's when money will exchange hands for them and that way the building is vacated. The current PNC has been vacated for a month now, and so it sits there vacant. If we were not to purchase that, it certainly would go on to the market immediately. That was made very clear to myself, early on in the process. The City had an opportunity we did not have the funds, at that time, but we were able to negotiate with the Hadlers first right of refusal. And that was about three years ago, when we made that so this is our first right of refusal for the City to be able to do that, it certainly helps us knowing that we do own the majority of the land that surrounds this particular site with the understanding that really, we want something that's going to match, and I think bring in great development next two are $30 million investment right beside it. So I think for us and that standpoint, I think working with a preferred developer, buying us a little bit of extra time and making sure that we don't get the first thing that lands on the doorstep but we're actually making the smart decisions, the sustainable decisions and making sure that we get the best businesses in the City, which we really have never been able to be able to do in the past.

Councilmember Cotner
Going back to Happy Dragon, that you said this money is going into escrow, they're going to continue operating for a length of time or as soon as this goes through, they are closing their doors?

Director Bowsher
Yes, it'll be 45 days after our close that they have to vacate outside of the premise. Meaning that if there's leftover product it's currently there, they have 45 days to sell everything off and 45 days to move everything. This was a condition that the current owner had asked for in May. He actually is traveling across seas into Asia for a while for a holiday and a family trip, he would like a little bit of extra time when he does come back to be able to get everything out. And of course we do not want to own the building while there's still an active tenant there. That is that an insurance nightmare and that's something to the City does not want to get involved with.

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Councilmember Cotner
And the preferred developer, you said it was Trillium, the same company that's been buying up the old rentals of the Kirk's the Summer Rays, and so they own these old Summer Ray and Kirk rentals all around all around town, and that's who's going to be taking this project on?

Director Bowsher
Yes, and I don't want that to be his character categories. Excuse me.

Councilmember Cotner
He owns a lot of them, there's a lot that he bought of the Kirk properties.

Director Bowsher
He did and a lot of those happened to be right on Main Street and the idea of that was that it's a primary for redevelopment and so he was thinking at a time. Those all were able to be bought up in a fairly cheap manner and then he was able to extend the contract to life as to be able to keep those in. So he was able to do that. Plus, he's added about $100,000 just in the last three weeks on upgrading those, and getting rid of a lot of the code violations that we're currently on to the properties. But Trillium Development isn't known for that, they are known for boutique type developments exactly like this they have ties to Ohio State, the Veterans Affairs, Ohio Health and, and various other medical providers so they definitely do a lot in the medical sector but as well as commercial retail as well. He is known for a lot of the things that are in Cleveland Avenue and North Star in Westerville. He's the one that built the Brew Burger, Local Cantina and the hotel adjacent. So his portfolio is pretty wide and he does a lot of work here in Central Ohio so the understanding is he's bought property. He's somebody that can absolutely be trusted and somebody that we've been grooming now for about a year, going through this process and when these opportunities came we could think of nobody better in order to establishing regain our investment back faster than working with somebody that's already been establishing relationship and establishing a foothold in the community that really wants to see Reynoldsburg just taken to the next level.

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Councilmember Cotner
And how many other developers walked away from Happy Dragon that were, you shared with me literally at the table, that were very good developers, that walked away for various reasons.

Director Bowsher
Absolutely. I think I talked about that in pretty good detail last time there were a total of three legitimate developers on the one and two. Only build affordable housing for the entire development, it would not be commercial if it's something that they did not want to do. And then the other one could not negotiate a price, even as low as what we have negotiated with Jack Sun currently. So they walked away from that and the other one, basically decided that because of Covid, they were not going to take a shot on it with an understanding of not knowing where the market was going to go and not knowing if the zoning code was going to get passed and how many hoops they were going to have to jump through it even get a development together so I think there were a lot of unknowns. And now, a lot of those have been cleared up, and we feel that we've, we've met the right individual and the right partner moving forward.

Councilmember Cotner
And if this move forward then is there works that combines our City parking lot into this parcel.

Director Bowsher
There is, yes. And it's pretty much the established route that we were taking with a few other developers that we've worked with, as well, bringing the building up front along Main Street putting additional parking in the back. Currently there's a total of 16 total spots that we currently have in our parking lot there. The current concept that's being proposed has a total of 52 total parking spaces that will be open to the public. So, actually a large increase of public parking for the community.

Councilmember Cotner
Again that's dependent on who we get and what the product looks like too. So, I guess, then my only other questions probably lye to Attorney Shook and making sure this is move very quickly. We're seeing contracts and were again, like it's been shared so we were told some things in Executive Session and then we see appraisals that were already done. Has the City followed all the steps, are there any missing pieces that still should be addressed prior to any of this if it's even the right decision. Just

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legally and procedurally. Have we checked all the boxes that are necessary and required?

Attorney Shook
So first and foremost, make sure I'm not muted in a City's purchase has to be for a public purpose and redevelopment is generally regarded as a public purpose. We cannot buy property for anything more than fair market value which is why it was so essential to have appraisals done on these properties. For our own liability protection, we do have to have an environmental assessment completed at the very least a phase one, if there's a recommendation for phase two, we would have to have that completed as well, that protects the City because if we're going to be a prior owner in the chain of title on this property we could be subject to circle a liability later on down the line. And that protects us from that kind of liability. In addition, obviously we want to make sure that our insurance coverage, would be able to provide for us for these properties and we have worked that with Sandra Boller. So I think Mr. Bowsher can probably answer better the question of where we're at with the environmental assessments. But that's obviously a very important component of the City purchasing a property.

Director Bowsher
So as we had talked about there was that potential third property. The reason why we've held off on there because we're still in negotiations on that property, and that's probably the one that we worried the most about for environmental concerns. So that's why that one's not on the agenda tonight and they're probably later in the next month or two. However, for the two we actually completed and environmental study of the Happy Dragon in our parking lot space in 2019. That parcel really just got re upped, and recertified for 2021, that's been complete and done, and I have a copy of that, that'd be more than happy to share, it's also a very long document. The PNC one is almost complete. We should have a copy back sometime this week or early next. The reason why we held off is that there's a questionnaire that's out there for the Hadler companies that they have to give back. A lot of it is basically taking a look at older data, was this ever anything before a bank. No. So a lot of these are just check the box type questions for them, but they also have to do their due diligence and they want to make sure that it's as accurate as possible and they're not giving the City false information. Obviously, a liability on their part so we're waiting on them to be able to give that back to us once they do that completes the packet for EMH&T who's

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conducted that for us. And that would be cleared as well so I see no issues coming back from the two parcels that are on the agenda this evening.

Auditor Cicak
I'd like to know what's the path for us to get our money back? Yeah, so that's the reason for the new developer, the preferred developer to finish what he needs to do for him to write us a check.

Director Bowsher
The next steps after this after we would purchase that properties we would continue working, City Attorney, myself, their attorney and the developer working on a developer's agreement that then would come up with the a contingent timeline. And if there are any additional assets, outside of the purchase price that we would like to throw in there like ensuring that all 54 spots, behind the building is for public parking, we can add those conditions in there that's part of the idea of the City being able to control the destiny for new development moving into the City. So once that's complete, they will know continue moving forward. They had three successful meetings or they've had one they'll have two more later this week for potential tenants. We know that there's already a medical provider that's extremely interested and one that is already given a verbal commitment. So the idea being, we think, as it stands, based on the conversations and some of the documents already sort of circulated on the private side, the Happy Dragon will come down first and foremost. The PNC is much larger project, that'll take a little bit longer, but we both hope that both of those would be ready for construction this time next year. We think that the Happy Dragon maybe even late summer of this year. I'm not trying to jump the gun here but just realistically based on the conversations, knowing a lot of the players that are involved, I feel like that's actually a pretty reasonable timeline.

Auditor Cicak
So for him to start construction he needs to own the buildings, is that correct or the land.

Director Bowsher
That is correct. He's got a purchases loss to start because action, however, he's already deal making now in understanding that it's coming together and then it certainly he can't do anything until we own the buildings and certainly there's no developers agreement unless there is a developer and an agreement based on us owning the

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property. Attorney Shook has already seen sort of a rough draft of that sort of the boilerplate version and there's a lot that we still have to work on to get that to where we needed to get to on that agreement.

Mayor Begeny
And one additional thing with that is let us just say that another developer that knows that this is potentially going on that's following you know, real estate and Reynoldsburg and they decided that they have a user that is just an out of this world, everything that we would want possibly want for that particular location, there is an opportunity for this basically for the current developer that we're working with Trillium, they would actually step aside if need be. And then we could work with this other one so it's not a guarantee thing we just think that Trillium is much further along in the process with a lot of things but there is a possibility if somebody comes in, that's what that's what's actually unique about this arrangement is that we are the ones that are controlling that particular part of our destiny. So we do not have to necessarily wait for others to make a move that if they come and choose to do this then we can listen to that best offer

Auditor Cicak
Are there for the developer, are there benchmarks that the developers going to have to make and meet with his own banking, or what's the process the developer has to do to be able to pay the City of Reynoldsburg back.

Director Bowsher
Yeah, so what they do is it's not like it'll be over a period of time or something. Basically what they'll do is we'll have a developers agreement and they will continue to work through the process securing the leases and the deal, pulling together all the financing and in fact that is a great question because actually, I believe somebody on Facebook, also asked the exact same question and I know I talked about it last time. Development deals are very lengthy, they take a long time to pull together, and somebody doesn't just back up with a truck and drop off money and say well we're going to have BMW come out there. The Mayor and mention that it's actually a working process for two years. Now that's 600 jobs so that's a lot bigger than what we're talking about. And it just now broke news that they're leaving and in fact they mentioned in the article that they had an opportunity of going to three different locations. I however have some information that knows that they've actually already selected and they already have inked a deal on one of those. And so that that's how

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long things like this take and so with the City being able to be in a position that we currently are knowing where the current locations of these are already in existence, knowing that we had first right of refusal. And we know what it would have been. It probably would have been a Kemba Bank and stayed the same and that's probably great for some. For the Happy Dragon we know it would have continued being that because they made it very clear to us that if a deal was not struck and done, they made it very clear to us that they would be leasing it out to cousins for the entirety of their life wanting to create that. Because Jack was done and he was ready to retire. Getting back to the Auditors question, how does the deal get done, well its communicating with the resources? The individuals we are bringing in, the restaurant groups, the medical groups, the incubator groups like Kohat or COPC, working out deals and at that point it becomes a math problem, understanding of well we have a delta of $2 million. Now I've got to work backwards, I've got to understand that how much per square footage, can I get for the total building, how much of the building can I put on it. How much are they willing to pay per square foot and can I meet my delta to make sure that I can purchase the property, it gets very technical and I know you have a finance background so certainly I know you're following so for that it's, it's very complicated, and it takes a lot of time and it takes a lot of energy to bring those together. And that's just the private side also working with us on the public side is he's got to get approvals, he's got to go through zoning, he's got to go through building before you can even break ground. Those all things also take time. If somebody owns the building, because of the way that these projects are, it could be almost a year potentially, a year and a half, and that is a ton of taxes and a ton of carrying time and a lot of time on the loan. So what these gentlemen do, just like Tim is going to do is they'll take out a big one, at a commercial loans you can only get up to 65, sometimes 70%, which means that there's an additional 30 to 35% that has to be made up that comes back with investors. Luckily, Tim works a lot here in the area and has a lot of different investors, but it also is pulling those types of individuals in doctors, lawyer's individuals that have additional capital that they're putting in, and instead of playing the stock market, now they're putting it into the development game. And so it brings it together. I know I'm over talking and there's a lot to it but that's how complicated it is which is why it's important for us to be able to set that tone allow him to be able to give him time to be able to get the best product at the end. With that being said, I think you all have now got a degree in real estate development.

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Auditor Cicak
We all we all want the best product in the City of Reynoldsburg but going back to your comment about backing up a truck and dropping off money. That's what the administration is asking Council for me to write a check for, so we have to make sure that the City is made whole. If we were going to borrow money, we would have to have a developer's agreement, because we have a debt policy. The City has a strong financial position, and it's been that way because we do ask these questions and we have to, we have got to protect the taxpayer's dollar.

Director Bowsher
I totally agree with you, and if we weren't in a position to be able to do that I don't think that we would be here tonight but we are in a different position than we were three four years ago and I think at this point it I think it's an it's a relatively low risk with a high yield for us to be able to make vast improvements into the City. And it's thanks to City Council and you, City Auditor and others and enough passing of the tax bill in 2017 that we do have the additional revenue that we didn't have then to be able to make these types of improvements. So kudos everyone on the line.

Auditor Cicak
Okay I get very worried about this. The City's got a AA2 credit rating, the average is a AA3. If we draw on our reserves and our capital fund we have to be very careful and you know there's nobody that watches the money more than me and the Mayor in this City, we're doing it every day and just see anything get away from us, it would be irresponsible not to have all the numbers, and all the factors to do the equations, ahead of time.

Councilmember Baker
I have a question Andrew you mentioned, because this is like you said this isn't the first time Council has heard of this. You mentioned that the City in the past has done something like this before. Will we acquire land like the East side land, we own that land, or like the parking lot. The memorial Plaza parking lot, which the City bought and own that land, the businesses in Old Town East have benefited from because we did that. So, this isn't really nothing new to us. Am I correct or am I wrong?

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Director Bowsher
No, you're absolutely correct. Certainly I made mention of it and you did as well. East Side Brewing Company, founder of Buckeye Lake brewery. He said that he was looking for a second location. So we went to him and 2018, and that was sort of a dark horse site we were actually going to demo that site, and now it's a thriving business. So it's a great win for the City it's a great story. We were able to sell that for $100,000 and now it's a great brewery. And so, for the parking lot, same thing we were able to buy it and now it's not just a vacant piece of ground in our downtown it's actually being utilized and that was the best use that you could because of the covenants that were in the, in the deed for the restrictions there on that site, and we're not the only community that's done this, I think I mentioned last time that the City of Dublin just purchased five brand new homes right along the Scioto, and the goal of that being was is they were opening it up for real estate development. They have a preferred developer they like to work with Crawford Hoying a lot. They'll probably give that offer give it to another small boutique developer that will give them exactly what they need to continue growing Bridge Park or at least the other side of Bridge Park. So, of course we don't have Dublin money, but this can be our potential version of a Bridge Park along our creek banks, it everything kind of ties together we were talking about stream bank restoration we're talking about additional bridges, we built the community center, we're putting a lot of money, and great things in downtown, but we're also still focused also on the west side too. And obviously the great development from the Alliance. So, all of these things start to build off of each other.

Mayor Begeny
And to your point, Councilmember Baker, maybe the City has done these things before but I will grant you, this is obviously on a different scale than what had been done previously. So I do grant that there is a difference between that but again I do believe it is a worthwhile opportunity for the City to take advantage of at this time.

Auditor Cicak
Councilmember Baker we also did the, the addition of Ohio Health on to the YMCA, in which we borrowed the additional $3 million, but over the course of the loan, we're going to be repaid $4 million, and we're going to still own the building as the City Reynoldsburg. Same thing with the YMCA, we will own those buildings forever so we've got maintenance agreements to go with them, you were involved with that.

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Councilmember Baker
Overall it's investing in us, it's invested in the community. That was a great investment. The East Side Brewery that was a great investment, Memorial Plaza that was a great investment. So I'm looking at having a great investment for the community and I get it, you're the watchdog of the money, and I get it, you want to make sure that we're not just giving up money for the heck of it. And I wouldn't want that either, but to be able to say we are the best. We have to invest in ourselves, and it comes with making risks. And so, I'm not worth wild about making this kind of risk but I understand it's necessary for us to continue to grow to continue to be the City people want to move to, to be that Metropolis that other municipalities envy to be so I that's why I asked that question.

Councilmember Salvati
Okay, fantastic conversation, I'll add a brief comment to that in that there aren't there aren't a lot of properties within Reynoldsburg city limits that I would be real thrilled to do this with. These properties being in Old Town, these properties being where they are, it's just everything I've heard, for me, and I'm only speaking for me, everything I've heard and what I know of these properties, this just makes sense. Even though I know there's some risk involved. Again, that's just my comment from me personally. Obviously in the future, I'd love to see a thriving CIC I believe is the acronym, take over more of this stuff. But for now, for now we have to do it as a City. The other thing I did want to clarify for everybody here and for a Facebook comment is that I just wanted to point out that as far as buying these properties, there's been some discussion for several weeks prior to this there was an Executive Session. And there was a reading last week and whatnot, so this specific ordinance is simply to transfer the money to buy these properties. You'll see it coming ordinances that there are other ordinances for actual buying the properties and those aren't going to be a single read emergency.

Councilmember Salvati makes a motion to forward the ordinance to Council for a single read emergency. Second by Councilmember Strickland. Motion carries.

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

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Mayor Begeny
I know we've talked a lot up front prior to this but most everything as Councilmember Cotner kind of brought it up everything in the last one. Just got off pretty much all the conversation but if there again if there are any questions now or as we move forward. Obviously, you know feel free and ask will definitely keep everyone on Council and community as aware as possible, of what the ultimate outcome will be of this.

Director Bowsher
As we start to sort of go through this process, I think it's really important for us to be sort of transparent and open and I think there's a lot of dealings that happen every single day that is at City Hall and it's hard to sit there and talk about them all the time but this being so prevalent if this were to pass tonight I think we can set a tone for you know sort of the first meeting in the month as this continues to move forward. I'd be more than happy to give sort of a development update on these properties as we continue to move forward, and certainly have Tim along inside here and just continue to sort of keep the updates of this is what happened, this is where we're at, these are the people that have signed on and then obviously get more and more excited as sort of the concepts become more of detailed oriented architectural plans and just continue to push that out to community and getting buy in from all of you here tonight before it obviously goes to planning commission and beyond.

Councilmember Salvati makes a motion to forward the ordinance to Council for emergency approval. Second by Councilmember Baker. Motion carries.

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

Councilmember Salvati
This is again the second of the two properties. Are there any questions on this or on the contract? Of course I open that up to the Council too for any comments.

Councilmember Cotner
In the minimum I'd like to see an amendment added into this that we guarantee the City be made whole for this. Again, I'm greatly worried about selling this at a loss in the hopes that jobs will come and the promise that jobs will come. You know we referenced I think the BMW or the jobs leaving Hilliard. But, same thing Columbus

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monthly or Businesses News talked about so many vacancies around central Ohio. We've got still record vacancies of a lot of small businesses that are that are struggling to fill voids since the pandemic and probably going to see it continued new way of life of how people do business. I mean, here we are in May still or April. We're not meeting until May, we're still meeting virtually so I think again we're adding risk to the City that is not the City's job to take on. So, at a minimum, I think there should be an amendment added of guaranteeing the City's position made whole. And helping Auditor Cicak sleep better at night to know that our bond rating and that our credit is going to stay where we need to. If anybody in that committee has that interest but I think that'd be another at least step.

Director Bowsher
Will add the Baker Tilly did go over all the finances. And even if the City were to sell at half the price, which is not any way shape or form our goal, it wouldn't affect our credit rating at all.

Councilmember Cotner
Okay. Well, that's good that it doesn't affect our credit rating.

Auditor Cicak
The conversation that Director Bowsher is talking about is if we were borrowing money to fund this purchase. And that's not entirely accurate. We have Moody's Investors Service that rates our bonds, our bonds from the YMCA rated every year. And one of the big portions of it is the amount of money in our general fund. Now if we start drawing down from our general fund. Let's say it's almost $3 million and that's just about what we broke increased from last year, if we draw down on our general fund and if we have projects and Civic Park, we have bridges you want to be built, and Huber Park. And this money comes down and we draw down on this general fund that will affect our credit rating just like it would if you have credit card, if you had a large credit limit on it, and you increase your spending on it. It's just a fact. Again, I thank Councilmember Cotner for considering my sleep at night, which I'm an hour past being.

Mayor Begeny
I completely understand both comments on that**.** And again, Auditor Cicak and I've spent many a time talking about city finances and what we're hopeful for this particular thing. I am not sure about the guaranteed is what I don't want to be done is

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put in a position where we turn down something for the long term growth at that point. I think that limits our hands, but if that is the will of counsel then obviously we work within the framework that you provide for us.

Councilmember Salvati
But I definitely thank Councilmember Cotner for all this conversation and Councilmember Baker and Auditor Cicak and the Mayor, everybody that spoke, great conversation.

Councilmember Salvati makes a motion to forward the ordinance to Council for emergency approval. Second by Councilmember Strickland. Motion carries.
An Ordinance Authorizing the Mayor to Enter into a Consultation Contract with TischlerBise, Inc. to Complete a Feasibility Report to Determine the Advisability of Establishing Impact Fees in the City of Reynoldsburg and Appropriating Funds Therefor

Auditor Cicak
In December of last year, the Mayor and City Attorney and I began having conversations on different sources of revenue that we could bring to the City of Reynoldsburg to reduce the pressure of the general fund. Two the things that we discussed were unpalatable and we move forward with different things at the beginning of the year. But I kept doing my research and one of the things I researched was the impact fees that certain communities around us have had for almost 20 years. And the more I researched it I found that there are at least 18 states in the country that have impact fees that benefit our school districts. And one of the things I wanted to explore was what the benefit of these things could do for our City. So I contacted the City Attorney who told me to do it the right way, and to contact TischlerBise Inc., by the way and figure out what an impact study would cost. Well, the cost of the entire study is about $35,000 and the Mayor had a good idea that we've got a lot of development already that is proposed and not a lot of space left and what one of the principles of TischlerBice said was, well let's do a feasibility study because the numbers and the things that he's looked at so far, indicate that with the proposed development that we have that hasn't even broken ground yet could impact us with about $3 million worth of impact fees. This legislation, if you take a look at it, you'll see that the City of Beaver Creek, Dublin, Delaware Grandview Heights, Lebanon, Marysville, Pickerington and Sunbury already have impact fees. I haven't found any information that this stunts development in any way, that that's the first part of this. I

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would love to continue the conversation with taking and eliminating the need for schools to have to go back to our property owners, especially senior citizens to ask for more money but as we develop. California and Colorado have impact fees for homes that are 30 to $40,000 each. And that money goes directly towards facilities, parks and schools. So this legislation. I know it's late. Simply asks for the money to begin a feasibility study to see if it's going to be worth our while. I think it is and I asked you to pass it.

Mayor Begeny
I agree with Auditor Cicak. The opportunity to figure out a little bit more what it would work, or how it would work in here. The City of Pataskala is actually going through this process right now. Pataskala has significantly more open areas and open farmlands that they're looking to develop than Reynoldsburg does however, given the size for instance what we are calling the Eastwood Development, which is across from the Department of Agriculture, is a relatively small piece. In addition to the other development that is out there and so that includes longer travel distances for our streets program includes more jurisdiction for patrol by our Police Department, and things of that nature so there's an opportunity there to look at it. And I think to continue to explore that is something I'm supportive of. To get an idea of what it would look like for us without necessarily investing $35,000 in something. I think $5000.00, correct me, is that what the price is correct Auditor Cicak, $5000.00 significantly more probable to get an understanding of what that would look like if it's something that it would even be possible here in that process.

Councilmember Salvati
Thank you for that. I must admit I do know that Auditor Cicak is passionate about this. I've read his various informative posts on this but I have not dove into the deep end on impact fees yet, but I love the idea of doing this study and give me more reason to go ahead and take the plunge into impact fees.

Auditor Cicak
There was a PowerPoint that was attached to the legislation that you can check out and it really starts to be able, it's very worthwhile. It's a good Crash Course.

Councilmember Strickland
Typically how long does the feasibility study normally take?

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Auditor Cicak
The information that I have, it depends on how fast we pass it. I'm only asking for regular passage so three reads and 30 days. And then, I think it was about 90 days after that, so that would put us probably around September.

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

With no further business, the meeting is returned to President Jenkins.

Consent Agenda for Emergency Adoption

Councilmember Cotner requested that items e, g, h, j, k, and l be pulled from the Consent Agenda. Councilmember Baker suggested voting on each ordinance individually.

30-2021

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

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

31-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING COMPANY FOR CONSTRUCTION SERVICES PERTAINING TO THE 2021 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Stacie Baker, Shanette Strickland
SECONDER:	Louis Salvati, Councilman
AYES:	Cotner, Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSENT:	Bryant

32-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN CONTRACT WITH AMERICAN PAVEMENTS INC. FOR CONSTRUCTION SERVICES PERTAINING TO THE 2021 STREET IMPROVEMENT PROJECT CONTRACT B (CRACK SEALING), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Stacie Baker, Shanette Strickland
SECONDER:	Louis Salvati, Councilman
AYES:	Cotner, Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSENT:	Bryant

33-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN CONTRACT WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2021 STREET IMPROVEMENT PROJECT CONTRACT C (ASPHALT REJUVENATION), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Stacie Baker, Shanette Strickland
SECONDER:	Louis Salvati, Councilman
AYES:	Cotner, Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSENT:	Bryant

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34-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR 2021 SIDEWALK PROGRAM PHASE VII, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Councilmember Cotner
Sorry, just a comment on that. I think a sidewalk program is a good idea. I think the timing is just not a good time for this now with everything going and income issues. I just think that putting this burden on to homeowners and people in this time, is the wrong time to do something that could be looked at later on. So that's my that's my concern with this broad project is that it's just not the right time to be adding extra expenses to homeowners and as an emergency and one read, those are some of my concerns on it.

President Jenkins
If the property owner is given the information to fix their sidewalk and if they cannot do it, what is the ramifications?

Mayor Begeny
If they can't, if they choose not to do it themselves, then it would be assessed on their property taxes at the end of the year, which to be honest if there's a code violation, if there's a complaint to us about a sidewalk, that we would have to come out the homeowners who would be responsible for fixing it regardless of which, this just localized is it to a very specific area.

Councilmember Cotner
And it generally goes a lot more aggressively to. Whereas, no one's going to be complaining about a small crack in the sidewalk, when we've got people going around looking and marking them with bright orange paint. It's a more aggressive program to go with a sidewalk issue.

President Jenkins
Do we do that with other code enforcement, as far as making the homeowner repair or fix or do we do the same thing with code violations.

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Mayor Begeny
Yes, there have been a number of occasions with that the most common in Reynoldsburg would probably be cutting grass. Grass that is not cut at a certain point of time then those fees would be assessed to them at a later point. Sidewalks have also occurred just last year as well.

President Jenkins
I know Councilmember Baker had mentioned that we look into the possibility of helping the homeowners. I don't know what kind of programs are out there for that or if we have time to look into that, in between the other reads, possibly look into that.

Mayor Begeny
Well this is, I believe this one is a one read, we will look into that as soon as tomorrow morning when we come in.

Councilmember Pyakurel
Also, there are some homeowners associations, they're forced residents to make repairs otherwise there's a penalty. So this time last year, this many individuals from my ward complained and that's why I went and look at it, and they had to make, otherwise there's a penalty a certain amount by homeowners associations, they have no choice. And I think this is a better choice because at least they have an option to choose and there's a most likely they'll get a better deal with a City than having some other people coming and doing things than people doing by themselves. That's my point here.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Stacie Baker, Shanette Strickland
SECONDER:	Louis Salvati, Councilman
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner
ABSENT:	Bryant

35-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE 2021 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

36-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN CONTRACT WITH EMH&T FOR INSPECTION SERVICES PERTAINING TO THE 2021 SIDEWALK PROGRAM PHASE VII, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Shanette Strickland, Louis Salvati
SECONDER:	Meredith Lawson-Rowe, Councilwoman
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner
ABSENT:	Bryant

37-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN CONTRACT WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO THE MAIN STREET IMPROVEMENT PROJECT (DAVIDSON DRIVE TO JACKSON STREET), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

As Councilmember Cotner has a business on this section of East Main Street, he abstained from voting on this Ordinance.

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RESULT:	**ADOPTED [5 TO 0]**
MOVER:	Shanette Strickland, Meredith Lawson-Rowe
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSTAIN:	Cotner
ABSENT:	Bryant

38-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TOOLE & ASSOCIATES FOR PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

39-2021

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Stacie Baker, Louis Salvati
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner
ABSENT:	Bryant

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40-2021

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner
ABSENT:	Bryant

41-2021

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

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Louis Salvati, Councilman
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner
ABSENT:	Bryant

42-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES FOR NEW WORLD SYSTEMS SOFTWARE ANNUAL SERVICE, WAIVE COMPETITIVE BIDDING, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Stacie Baker, Louis Salvati
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Cotner, Baker, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSENT:	Bryant

Consent Agenda for First Reading

AN ORDINANCE TO AMEND, REMOVE, AND ADD VARIOUS SECTIONS OF CHAPTER 971 MUNICIPAL PARKS IN THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF REAL PROPERTY LOCATED ON TAYLOR ROAD TO THE WEST LICKING JOINT FIRE DISTRICT, SAID PROPERTY CONSISTING OF 10.598 ACRES, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

AN ORDINANCE TO ESTABLISH CHAPTER 701 LANDLORD-TENANT RELATIONSHIPS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

AN ORDINANCE GRANTING AN EASEMENT TO THE OHIO BELL TELEPHONE COMPANY (AT&T OHIO) FOR THE PLACEMENT OF A SMALL CELL TOWER ON 0.09 ACRE CITY-OWNED TRACT KNOWN AS PARCEL # 060-000215-00 --- Strickland. Public Service and Transportation Committee.

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RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

AN ORDINANCE TO ESTABLISH THE REYNOLDSBURG ADOPT-A-ROAD PROGRAM --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTATION CONTRACT WITH TISCHLERBISE, INC. TO COMPLETE A FEASIBILITY REPORT TO DETERMINE THE ADVISABILITY OF ESTABLISHING IMPACT FEES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS THEREFOR --- Salvati. Finance and Administration Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 4/26/2021 6:30 PM**

Consent Agenda for Second Reading

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG PARKS & RECREATION DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE OF SUPPORT FOR THE CITY'S PARTICIPATION IN THE CENTRAL OHIO RAPID 5 PROJECT TO CONNECT CENTRAL OHIO GREENWAYS AND APPROPRIATING FUNDS THEREFOR --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUNDS TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING --- Bryant. Public Safety, Law and Courts Committee.

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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STAR CONSULTANTS INC. TO CONDUCT A NEEDS ASSESSMENT FOR THE CITY'S CURRENT PUBLIC SERVICE AND PARKS AND RECREATION FACILITIES --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR AND MAINTENANCE PROGRAM --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS FOR RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP --- Salvati. Finance and Administration Committee.

Consent Agenda for Third Reading

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT --- Baker. Development, Parks and Recreation Committee.

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 12, 2021

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS PHASE 2 --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T TO CONDUCT CLOSED-CIRCUIT TELEVISION (CCTV) DATA COLLECTION AND ANALYSIS FOR THE CITY'S 2021 SANITARY SEWER MAINTENANCE AND REPAIR PROGRAM --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, & BID SERVICES FOR IMPROVEMENTS TO EAST MAIN STREET (JACKSON STREET TO WAGGONER/GRAHAM ROAD) AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

Other Council Matters

Councilmember Baker
Thank you to all the essential workers. I just quick thank you for everybody who donated to Helping Hands this weekend. The Lions Club for putting that on and Impact Church they had a lot of donations. It was great. I enjoyed myself it was beautiful day. Thank you.

President Jenkins
And even if you didn't make it this weekend, you're still welcome to donate as well.

Councilmember Pyakurel
On a lighter note. It's not too late, 24th, that is Saturday, Councilmember Salvati and I and some other volunteers in the community, we're cleaning Taylor Road again. So everyone is welcome to join at 10:00 AM we are getting together in that program parking lot and starting from there. Details to follow through different media, Facebook.

Reynoldsburg
OHIO · 1839

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 12, 2021

Upcoming Meetings

April 22, 2021 BZBA

April 26, 2021 Council (virtual)

May 6, 2021 Planning Commission

May 10, 2021 Council

May 20, 2021 BZBA

May 24, 2021 Council

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:	**April 26, 2021**
TO:	
CC:	
RE:	**Treasury Board Minutes - April**

MINUTES

CITY OF REYNOLDSBURG
TREASURY INVESTMENT BOARD MEETING

April 20, 2021

The April meeting of the Treasury Investment Board (T.I.B.), was called to order at 10:06 a.m. by Chairman Begeny. Members present were, Mayor Joe Begeny, Auditor Steve Cicak, and City Attorney Chris Shook. Also present, assistant City Attorney, Darrin Leist.

1) The Auditor presented:
   A) Overview of Current Market Environment
   B) Star Ohio Daily Treasury Rate
   C) Meeder Portfolio Review dated February 28,2021
   D) Star Plus Account from March, 2021

2) April 2021 was the best month for tax revenue in the City of Reynoldsburg, generating over $4 million in one month.

The next meeting of the T.I.B. will be Tuesday, May 18, 2021 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:15 am.

Respectfully submitted,

Chris Shook, Secretary

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

The City of Reynoldsburg portfolio yield was unchanged at 0.88% as maturities were invested in the current market environment.

The weighted average maturity was at 2.42 years with just over 30% of the portfolio maturing beyond three years, in-line with current strategy.

The Fed met this month and reiterated their commitment to keeping the fed funds target in the range of 0.00%-0.25%.

The unemployment rate has continued to show small improvement, last standing at 6.2%, primarily due to the labor force participation remaining unchanged.

Inflation as measured by the core PCE was 1.50%, well below the Fed's target of 2.00%. Longer term interest rates have increased in response to the additional stimulus package and increased inflation expectations. Overall, interest rates remain low with the 2 year US Treasury currently yielding 0.15% and the 5 year US Treasury currently yielding 0.81%

U.S. DEPARTMENT OF THE TREASURY

Resource Center

Daily Treasury Bill Rates Data

Get updates to this content.

XML These data are also available in XML format by clicking on the XML icon.
XSD The schema for the XML is available in XSD format by clicking on the XSD icon.

If you are having trouble viewing the above XML in your browser, click here.

To access interest rate data in the legacy XML format and the corresponding XSD schema, click here.

Select type of Interest Rate Data
Daily Treasury Bill Rates Go

Select Time Period
Current Month Go

	4 WEEKS		8 WEEKS		13 WEEKS		26 WEEKS		52 WEEKS	
DATE	BANK DISCOUNT	COUPON EQUIVALENT	BANK DISCOUNT	COUPON EQUIVALENT	BANK DISCOUNT	COUPON EQUIVALENT	BANK DISCOUNT	COUPON EQUIVALENT	BANK DISCOUNT	COUPON EQUIVALENT
04/01/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/02/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.07	0.07
04/05/21	0.03	0.03	0.02	0.02	0.03	0.03	0.04	0.04	0.06	0.06
04/06/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/07/21	0.01	0.01	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/08/21	0.02	0.02	0.02	0.02	0.01	0.01	0.04	0.04	0.05	0.05
04/09/21	0.02	0.02	0.01	0.01	0.02	0.02	0.03	0.03	0.06	0.06
04/12/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/13/21	0.03	0.03	0.02	0.02	0.03	0.03	0.05	0.05	0.06	0.06
04/14/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/15/21	0.02	0.02	0.01	0.01	0.02	0.02	0.04	0.04	0.06	0.06
04/16/21	0.02	0.02	0.02	0.02	0.02	0.02	0.04	0.04	0.06	0.06
04/19/21	0.01	0.01	0.02	0.02	0.02	0.02	0.04	0.04	0.07	0.07

Daily Treasury Bill Rates: These rates are the daily secondary market quotation on the most recently auctioned Treasury Bills for each maturity tranche (4-week, 8-week, 13-week, 26-week, and 52-week) for which Treasury currently issues new Bills. Market quotations are obtained at approximately 3:30 PM each business day by the Federal Reserve Bank of New York. The Bank Discount rate is the rate at which a Bill is quoted in the secondary market and is based on the par value, amount of the discount and a 360-day year. The Coupon Equivalent, also called the Bond Equivalent, or the Investment Yield, is the bill's yield based on the purchase price, discount, and a 365- or 366-day year. The Coupon Equivalent can be used to compare the yield on a discount bill to the yield on a nominal coupon bond that pays semiannual interest.

For more information regarding these statistics contact the Office of Debt Management by email at debt.management@do.treas.gov

For other Public Debt information contact (202) 504-3550.

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

ROBERT SPRAGUE
OHIO TREASURER

STAR OHIO

STAR OHIO DAILY RATE

STAR Ohio Rate as of April 19, 2021	
Total Shares:	16.496 Billion
Overnight Yield:	0.08 %
Annualized Yield:	0.08 %
Daily Dividend Rate:	0.0000021050
Average Days to Maturity:	54.1 days

Select a Different Date

Enter Date 4/20/2021

Update

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Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

PORTFOLIO REVIEW

MEEDER INVESTMENT MANAGEMENT

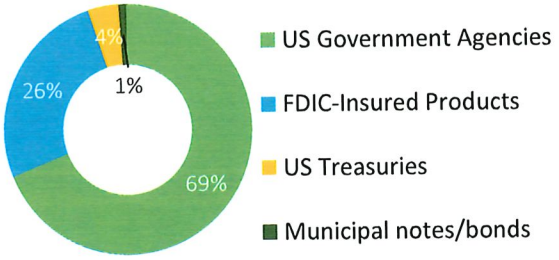
City of Reynoldsburg portfolio as of 2/28/2021

Account number 56 00 0229 0 00

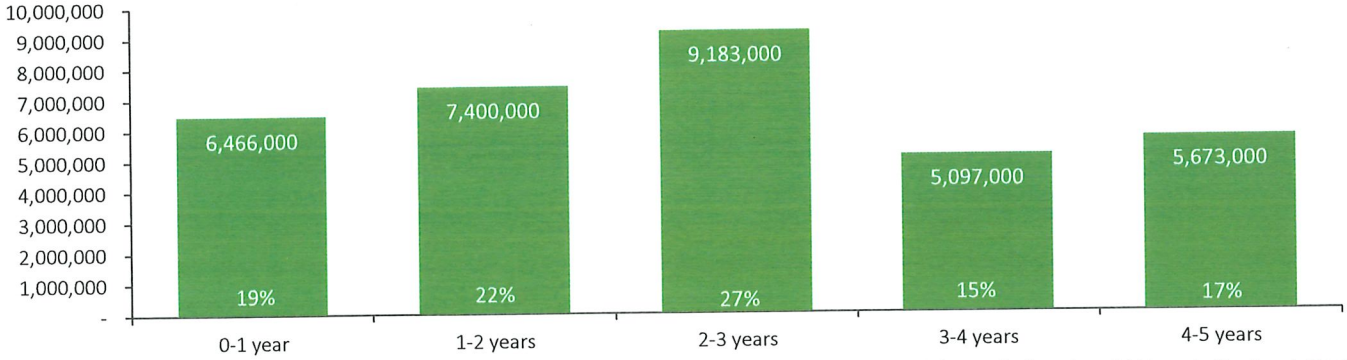
Your Portfolio	
Cash	$7,199,166
Securities	$33,819,000
Total Portfolio	$41,018,166

Your Securities	
Weighted Average Maturity	2.42 years
Weighted Average Yield	0.88%
Estimated Annual Interest Income	$297,607

Your Asset Allocation



Your Maturity Distribution



Yield and interest income information is annualized. All yield information is shown gross of any advisory and custody fees and is based on yield to maturity at cost. Days to maturity is calculated based on the difference between maturity date and report date. Total days to maturity is calculated based on weighting each security's days to maturity to the total securities or assets. Past performance is not a guarantee of future results.

Advisory services provided by Meeder Public Funds, Inc.

0106-MPF-0000

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

CITY OF REYNOLDSBURG RECONCILIATION 2/28/21
Account number 56 00 0229 0 00

MEEDER INVESTMENT MANAGEMENT

Tax Cost per US Bank statement	$33,854,095.23
Outstanding purchased accrued interest	185.03
STAR Ohio	4,631,340.85
STAR Plus	2,500,167.06
Total Cost per Meeder statement	40,985,788.17

Security description	*CUSIP #*	*Par Value*	*Tax Cost per US Bank statement*	*Outstanding Purchased Accrued Interest*	*Total Cost per Meeder statement*
FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	31846V567	67,658.55	67,658.55		67,658.55
Cash		-	-		-
ALLY BANK 1.70% 01/24/22	02007GMS9	247,000.00	246,567.75		246,567.75
AXOS BANK 1.60% 03/27/23	05465DAG3	147,000.00	146,926.50		146,926.50
BMO HARRIS 0.60% 06/26/23	05600XAA8	249,000.00	248,427.30		248,427.30
BMW BANK NORTH AMERICA 1.65% 02/28/23	05580AVA9	200,000.00	200,000.00		200,000.00
BANK CHAMPAIGN NA 0.70% 05/07/21	06607ABU4	220,000.00	220,000.00		220,000.00
BANK HAPOALIM 0.25% 07/22/22	06251A2B5	249,000.00	248,751.00		248,751.00
BANK OZK 0.55% 3/1/21	06417NVA8	249,000.00	248,975.10		248,975.10
BANKWELL BK 0.40% 07/28/23	06654BCL3	249,000.00	248,850.60		248,850.60
BARCLAYS BANK 2.20% 07/19/22	06740KKJ5	70,000.00	70,000.00		70,000.00
BELMONT COUNTY OH 1.00% 8/25/21	080257RN0	110,000.00	110,831.60		110,831.60
BELMONT SAVINGS 2.85% 04/18/23	080515CN7	200,000.00	200,000.00		200,000.00
BROOKLINE BK 0.65% 05/07/21	11373QJN9	249,000.00	248,975.10		248,975.10
CATHAY BANK 0.80% 4/30/21	149159QF5	245,000.00	244,975.50		244,975.50
CELTIC BANK 0.40% 06/07/21	15118RVA2	100,000.00	100,000.00		100,000.00
CENTERSTATE BANK NA 1.00% 03/21/22	15201QCD7	245,000.00	245,000.00		245,000.00
CITIBANK NA 2.90% 04/11/23	17312QJ26	245,000.00	245,000.00		245,000.00
DISCOVER BANK 2.55% 01/10/23	254673KT2	135,000.00	135,000.00		135,000.00
DOLLAR BANK 2.85% 04/13/23	25665QAY1	200,000.00	200,000.00		200,000.00
ENERBANK 1.65% 2/14/23	29278TNA4	249,000.00	248,502.00		248,502.00
EVERBANK 2.25% 03/29/22	29976D2N9	165,000.00	165,000.00		165,000.00
FFCB 0.20% 07/13/22	3133ELT95	500,000.00	499,765.00		499,765.00
FFCB 0.25% 9/21/23	3133EMAM4	750,000.00	749,685.00	10.41	749,695.41
FFCB 0.26% 06/22/22	3133ELN26	500,000.00	500,235.00		500,235.00
FFCB 0.28% 9/14/23	3133EL6U3	1,000,000.00	999,400.00	23.33	999,423.33
FFCB 0.32% 8/10/23	3133EL3E2	600,000.00	599,765.00		599,765.00
FFCB 0.35% 5/04/23	3133EL2W3	250,000.00	250,000.00		250,000.00
FFCB 0.47% 8/19/24	3133EL4J0	100,000.00	100,000.00		100,000.00
FFCB 0.52% 10/14/25	3133EMCP5	75,000.00	74,906.25		74,906.25
FFCB 0.53% 9/29/25	3133EMBH4	1,075,000.00	1,073,925.00	27.61	1,073,952.61
FFCB 0.55% 9/16/25	3133EL7K4	750,000.00	750,000.00	11.46	750,011.46
FFCB 0.57% 01/20/26	3133EMND0	100,000.00	99,850.00		99,850.00
FFCB 0.60% 11/24/25	3133EMHF2	325,000.00	324,756.25	43.33	324,799.58
FFCB 1.50% 03/05/25	3133ELRN6	500,000.00	500,000.00		500,000.00
FFCB 1.625% 11/08/24	3133EK6J0	500,000.00	497,545.00		497,545.00
FFCB 1.65% 11/01/24	3133EK4Y9	500,000.00	498,145.00		498,145.00
FHLB 0.125% 8/26/21	3130AK2E5	1,000,000.00	999,880.00		999,880.00
FHLB 0.125% 9/17/21	3130AK6Z4	1,500,000.00	1,499,895.00	31.25	1,499,926.25
FHLB 0.30% 9/29/23	3130AK3S3	150,000.00	149,925.00		149,925.00
FHLB 0.57% 12/16/25	3130AKJR8	760,000.00	759,620.00		759,620.00
FHLB 0.65% 02/24/26	3130AL5X8	250,000.00	250,000.00		250,000.00
FHLB 1.50% 08/15/24	3130AGWK7	500,000.00	495,935.00		495,935.00
FHLB 1.625% 12/20/21	3130AHSR5	400,000.00	399,812.00		399,812.00
FHLB 2.63% 12/09/22	3130ADRX2	500,000.00	495,130.00		495,130.00
FHLB 2.63% 12/10/21	313376C94	200,000.00	204,034.05		204,034.05
FHLMC 0.20% 09/01/22	3134GWE36	1,000,000.00	1,000,000.00		1,000,000.00
FHLMC 0.25% 06/08/22	3134GVJ66	500,000.00	500,300.00		500,300.00
FHLMC 0.25% 07/07/23	3134GWVF0	675,000.00	675,000.00	-	675,000.00
FHLMC 0.26% 07/28/22	3134GWDP8	500,000.00	500,000.00		500,000.00

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

Security description	CUSIP #	Par Value	Tax Cost per US Bank statement	Outstanding Purchased Accrued Interest	Total Cost per Meeder statement
FHLMC 0.27% 07/08/22	3134GV5E4	500,000.00	499,900.00		499,900.00
FHLMC 0.27% 6/30/23	3134GWR73	675,000.00	675,000.00		675,000.00
FHLMC 0.28% 07/27/22	3134GWEH5	750,000.00	749,887.50		749,887.50
FHLMC 0.30% 9/28/23	3134GWTL0	750,000.00	750,000.00		750,000.00
FHLMC 0.33% 9/15/23	3134GWL46	345,000.00	345,000.00		345,000.00
FHLMC 0.375% 07/14/23	3134GV5F1	300,000.00	300,000.00		300,000.00
FHLMC 0.45% 9/11/24	3134GWN44	500,000.00	500,000.00		500,000.00
FHLMC 0.50% 6/16/25	3134GWP91	750,000.00	750,000.00	10.42	750,010.42
FHLMC 0.55% 9/30/25	3134GWW93	250,000.00	249,878.33	27.22	249,905.55
FHLMC 0.65% 10/22/25	3134GWZV1	100,000.00	100,000.00		100,000.00
FNMA 0.40% 9/16/24	3136G43H4	500,000.00	500,000.00		500,000.00
FNMA 0.45% 8/26/24	3136G4Z71	750,000.00	749,700.00		749,700.00
FNMA 1.625% 10/15/24	3135G0W66	1,500,000.00	1,490,980.00		1,490,980.00
FNMA 0.56% 11/17/25	3135GA2Z3	240,000.00	240,000.00		240,000.00
FIRST INTERNET BK 2.35% 12/19/22	32056GCS7	250,000.00	250,000.00		250,000.00
FIRST SOURCE BANK 2.85% 04/11/23	33646CJP0	225,000.00	225,000.00		225,000.00
GOLDMAN SACHS 2.35% 03/15/22	38148PGZ4	245,000.00	245,000.00		245,000.00
LUANA SAVINGS BK 0.45% 12/30/25	549104VF1	249,000.00	248,103.60		248,103.60
MERRICK BANK 1.65% 10/31/22	59013KFD3	249,000.00	248,751.00		248,751.00
MORGAN STANLEY 1.85%12/26/23	61690UQZ6	247,000.00	245,765.00		245,765.00
MORGAN STANLEY 1.90%12/26/23	61760A4Z9	247,000.00	245,765.00		245,765.00
NEXTIER BANK 1.60% 2/22/22	65344AAB1	249,000.00	248,937.75		248,937.75
NORTHWOOD OH LOCAL SCH DIST 0.374% 07/01/21	668571FA5	60,000.00	60,000.00		60,000.00
RAYMOND JAMES 1.80% 11/8/24	75472RAK7	247,000.00	246,506.00		246,506.00
SB ONE BANK 1.50% 2/28/22	78414TBW1	247,000.00	246,753.00		246,753.00
SERVISFIRST BANK 1.60% 2/21/23	81768PAF3	249,000.00	248,626.50		248,626.50
STATE BK OF INDIA 0.60% 02/25/26	856283S31	249,000.00	247,755.00		247,755.00
STEARNS COUNTY BK 1.60% 2/10/22	857894F53	249,000.00	248,937.75		248,937.75
SYNCHRONY BANK 2.70% 02/23/23	87165FTH7	35,000.00	35,000.00		35,000.00
TEXAS CAPITAL BANK 0.25% 8/08/22	88224PLZ0	249,000.00	248,626.50		248,626.50
TEXAS EXCHANGE 0.70% 6/16/23	88241THL7	210,000.00	209,580.00		209,580.00
TIAA FSB 2.15% 07/19/22	87270LAD5	60,000.00	60,000.00		60,000.00
THIRD FEDERAL 1.75% 11/13/23	88413QCJ5	247,000.00	246,259.00		246,259.00
TRUIST BANK 1.15% 04/20/21	89788HAU7	247,000.00	246,975.30		246,975.30
T 0.00% 01/27/22	912796C31	500,000.00	499,532.36		499,532.36
T 1.375% 5/31/21	912828R77	145,000.00	144,728.13		144,728.13
T 1.625% 10/31/23	912828T91	875,000.00	874,658.21		874,658.21
WEBBANK 0.60% 6/1/23	947547MD4	100,000.00	99,850.00		99,850.00
WELLS FARGO 1.85% 12/30/22	949495AF2	249,000.00	248,813.25		248,813.25
WELLS FARGO 1.90% 10/18/23	949763M60	247,000.00	246,876.50		246,876.50
TOTAL SECURITIES			**33,854,095.23**	**185.03**	**33,854,280.26**
STAR OHIO					4,631,340.85
STAR PLUS					2,500,167.06
TOTAL ASSETS					**40,985,788.17**

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

STAR Plus
Federally Insured Cash Account℠

Depositor Statement*

March 1, 2021 - March 31, 2021

Account #: 104791111214

City of Reynoldsburg

Attn: Steve Cicak
7232 E. Main St
Reynoldsburg, OH 43068

Account at-a-Glance

Beginning Balance	2,500,167.06
+ Net Deposits	-2,500,000.00
+ Net Accrued Interest[2]	19.18
Ending Balance	186.24
Days In Period[4]	31
Average Daily Balance[5]	322,747.71
Net Annualized Rate This Period[6]	0.0700%
Blended Net Annualized Yield This Period[6]	0.07%
Available Balance[7]	167.06
YTD Accrued Interest[8]	365.76

Depositor Information

Website: www.starohioplus.com
Support Center: (855) 648-PLUS(7587)

Account Transactions

Description	Date	Amount(USD$)
Withdrawal	2021-03-05	-2,500,000.00

Interest Rate Tiers	Rate
0-$2,500,000.00	0.0700%
> $2,500,000.00	0.0100%

Bank Depository Detail

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

STAR Plus
Federally Insured Cash Account℠

City of Reynoldsburg

Attn: Steve Cicak
7232 E. Main St
Reynoldsburg, OH 43068

Depositor Statement*

March 1, 2021 - March 31, 2021

Account #: 104791111214

Depository Bank	FDIC Cert#	Balance(USD$)
Bank of China - New York Branch	33653	8.04
Busey Bank	16450	17.80
CFBank	28263	14.78
Campbell County Bank Inc.	16161	10.48
Citizens State Bank	9047	10.27
First Community Bank of Bedford County	27211	14.10
First Neighbor Bank National Association	3747	12.18
Pacific Premier Bank	32172	16.42
Peoples United Bank	27334	10.00
Summit Bank	57706	10.96
Third Coast Bank SSB	58716	12.20
Valley National Bank	9396	9.41
Westside State Bank	18518	20.42
Aggregate Net Accrued Interest[3]		19.18
	Total	186.24

Disclosure Information

1 The Federally Insured Cash Account ® ("FICA") is not a member of the Federal Deposit Insurance Corporation ("FDIC"), but the banks in which the money is deposited are FDIC members. The FDIC is an independent agency of the U.S. government that protects the funds depositors place in FDIC insured institutions. FDIC deposit insurance is backed by the full faith and credit of the U.S. government.

2 Net Accrued Interest is the estimated amount of the accrued interest earned for the current month less any FICA Fee with respect to such interest. Net Accrued Interest cannot be withdrawn from the account until it is credited to the account. There is no guarantee that the account holder will receive the full amount as stated. Refer to the U.S. Bank Custodial Statement, provided via starohioplus.com, for further details regarding interest earned and fees charged. Net Accrued Interest is for informational purposes only.

3 Aggregate Net Accrued Interest is the sum of the current month's Net Accrued Interest and any prior period Net Accrued Interest not yet paid.

4 Days In Period ("DIP") is the number of days in the period beginning on, and including the later of, the first day of the month or the business day an initial deposit is received by the FICA Custodian if received on or before 12:00PM EST or the business day immediately following if received after 12:00PM EST, and ending on, and including, the last day of the month. DIP does not include any date on which the balance is zero.

5 Average Daily Balance is the sum of the beginning balance plus any deposits less any withdrawals averaged across number of days in Days In Period.

6 Net Annualized Rate This Period is the weighted average nominal rate that reflects the relationship between the net interest received and the Average Daily Balance for the statement period.

Net Annualized Yield This Period is the effective annual rate of return taking into account yield that reflects the relationship between the net interest received plus the Average Daily Balance for the statement period.

7 Available Balance reflects the amount that can be withdrawn as of the date of the statement. This balance is the Ending Balance less the Aggregate Net Accrued Interest amount.

8 Total interest accrued year to date.

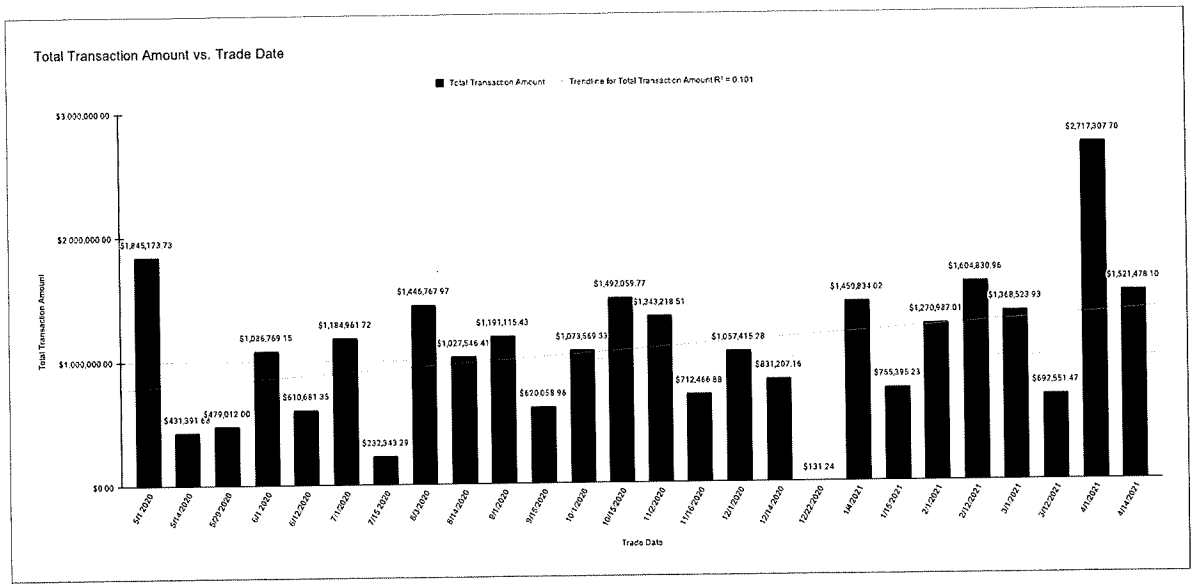
*Interest will not accrue for balances of $1,000.00 or lower

We encourage you to compare the information provided in our statement with the U.S. Bank custody statement. You may access the U.S. Bank custody statement by calling 1-866-343-5516.

StoneCastle Cash Management, LLC is an SEC Registered Investment Advisor. StoneCastle Cash Management, LLC is an affiliate of StoneCastle Partners, LLC, a leading asset management and financial services company dedicated to investing and serving the community banking sector. Performance data shown represents past performance, and is no guarantee of future results. Rates may change without notice. Please read the Terms and Conditions relating to the FICA program for more complete information and the governing terms of the account. Review your statement for accuracy. If you have any questions regarding your account, contact a FICA representative. Registration with the SEC does not imply a particular level of skill or training.

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

Trade Date	Total Transaction Amount
5/1/2020	$1,845,173.73
5/14/2020	$431,391.69
5/29/2020	$479,012.00
6/1/2020	$1,026,769.15
6/12/2020	$610,681.35
7/1/2020	$1,184,961.72
7/15/2020	$232,343.29
8/3/2020	$1,446,767.97
8/14/2020	$1,027,546.41
9/1/2020	$1,191,115.43
9/15/2020	$620,058.96
10/1/2020	$1,073,569.33
10/15/2020	$1,492,059.77
11/2/2020	$1,343,218.51
11/16/2020	$712,466.88
12/1/2020	$1,057,415.28
12/14/2020	$831,207.16
12/22/2020	$131.24
1/4/2021	$1,450,834.02
1/15/2021	$755,395.23
2/1/2021	$1,270,987.01
2/12/2021	$1,604,830.96
3/1/2021	$1,368,523.93
3/12/2021	$692,551.47
4/1/2021	$2,717,307.70
4/14/2021	$1,521,478.10



Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

Attachment: 042021 Treasury Minutes (Treasury Board Minutes - April)

For the Account of: *CITY OF REYNOLDSBURG*

Account Number: *56 00 0229 0 00*
Date: *MARCH 31, 2021*

MEEDER
INVESTMENT MANAGEMENT

WE ENCOURAGE YOU TO REVIEW THIS STATEMENT WITH THE STATEMENT YOU RECEIVE FROM THE QUALIFIED CUSTODIAN. ADVISORY SERVICES PROVIDED BY MEEDER PUBLIC FUNDS, REGISTERED INVESTMENT ADVISER.

STEPHEN CICAK
CITY OF REYNOLDSBURG
7232 E. MAIN STREET
REYNOLDSBURG OH 43068

10229

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

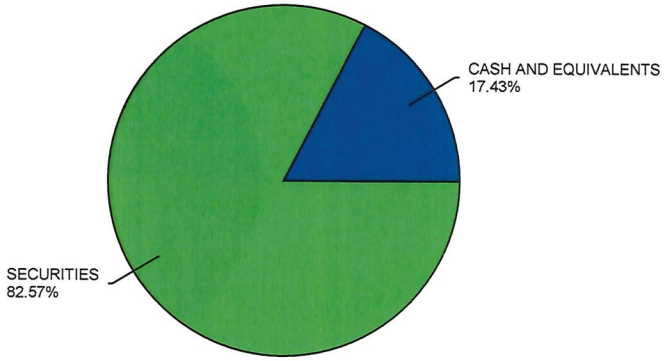
Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Account Summary

Portfolio Summary

Portfolio Assets	Value on FEB 28, 2021	Value on MAR 31, 2021	Est. Ann Income	% Total Assets
CASH AND EQUIVALENTS	7,199,166.46	7,726,933.19	5,387.65	17.43
SECURITIES	34,133,768.75	36,608,446.59	311,338.04	82.57
TOTAL ASSETS	**41,332,935.21**	**44,335,379.78**	**316,725.69**	

Asset Allocation (portfolio assets)



Cash Activity Summary

	Credits	Debits	YTD
SECURITIES PURCHASED	.00	−3,297,759.10	−4,394,896.46
SECURITIES SOLD & REDEEMD	749,000.00	.00	1,274,000.00
DEPOSITS & WITHDRAWALS	6,397,323.93	−3,355,735.16	4,616,335.20
DIVIDENDS	538.11	.00	1,683.57
INTEREST	34,398.95	.00	60,401.92
WITHHOLDING	.00	.00	.00
OTHER ACTIVITY	.00	.00	.00

	This Period	YTD
INCOME	34,937.06	62,085.49

Realized Gain/Loss Summary

	This Period	YTD
SHORT−TERM	24.90	24.90
LONG−TERM	.00	.00

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

CASH AND EQUIVALENTS

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
CASH AND EQUIVALENTS									
FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND (31846V567)	53,020.84	03/31/2021	53,020.84	1.000	53,020.84	.12	.00	15.91	0.03
STAR OHIO (00001CASH)	7,673,726.11	03/31/2021	7,673,726.11	1.000	7,673,726.11	17.31	.00	5,371.61	0.07
STAR PLUS – TIER 1 (00002CASH)	186.24	03/31/2021	186.24	1.000	186.24	.00	.00	.13	0.07
TOTAL CASH AND EQUIVALENTS			**7,726,933.19**		**7,726,933.19**		**.00**	**5,387.65**	**.07**
TOTAL CASH AND EQUIVALENTS			**7,726,933.19**		**7,726,933.19**		**.00**	**5,387.65**	**.07**

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
MATURITY (0–5 YRS)									
TRUIST BANK 1.15% 04/20/21 (89788HAU7)	247,000.00	04/14/2020	246,975.30	100.061	247,150.67	.56	175.37	2,840.50	1.16
CATHAY BANK 0.80% 4/30/21 (149159QF5)	245,000.00	04/20/2020	244,975.50	100.063	245,154.35	.55	178.85	1,960.00	0.81
BANK CHAMPAIGN NA 0.70% 05/07/21 (06607ABU4)	220,000.00	04/28/2020	220,000.00	100.067	220,147.40	.50	147.40	1,540.00	0.70
BROOKLINE BK 0.65% 05/07/21 (11373QJN9)	249,000.00	04/21/2020	248,975.10	100.062	249,154.38	.56	179.28	1,618.50	0.66

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
T 1.375% 05/31/21 (912828R77)	145,000.00	02/05/2020	144,728.13	100.215	145,311.75	.33	583.62	1,993.75	1.52
CELTIC BANK 0.40% 06/07/21 (15118RVA2)	100,000.00	05/12/2020	100,000.00	100.066	100,066.00	.23	66.00	400.00	0.40
NORTHWOOD OH LOCAL SCH DIST 0.374% 07/01/21 (668571FA5)	60,000.00	08/19/2020	60,000.00	100.035	60,021.00	.14	21.00	224.40	0.37
BELMONT COUNTY 1.00% 08/25/21 (080257RN0)	110,000.00	08/13/2020	110,831.60	100.316	110,347.60	.25	−484.00	1,100.00	0.24
FHLB 0.125% 08/26/21 (3130AK2E5)	1,000,000.00	08/28/2020	999,880.00	100.025	1,000,250.00	2.26	370.00	1,250.00	0.14
FHLB 0.125% 09/17/21 (3130AK6Z4)	1,500,000.00	09/22/2020	1,499,895.00	100.029	1,500,435.00	3.38	540.00	1,875.00	0.13
FHLB 2.63% 12/10/21 (313376C94)	200,000.00	08/09/2017	204,034.05	101.766	203,532.00	.46	−502.05	5,260.00	2.14
FHLB 1.625% 12/20/21 (3130AHSR5)	400,000.00	12/19/2019	399,812.00	101.104	404,416.00	.91	4,604.00	6,500.00	1.65
ALLY BANK 1.70% 1/24/22 (02007GMS9)	247,000.00	01/16/2020	246,567.75	101.336	250,299.92	.56	3,732.17	4,199.00	1.79
T BILL 01/27/22 (912796C31)	500,000.00	01/25/2021	499,532.36	99.954	499,770.00	1.13	237.64	467.64	0.09
MERRICK BANK 1.65% 1/31/22 (59013KFD3)	249,000.00	01/21/2020	248,751.00	101.315	252,274.35	.57	3,523.35	4,108.50	1.70
STEARNS BANK NA 1.60% 02/10/22 (857894F53)	249,000.00	01/30/2020	248,937.75	101.313	252,269.37	.57	3,331.62	3,984.00	1.61

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
NEXTIER BANK 1.60% 02/22/22 (65344AAB1)	249,000.00	01/30/2020	248,937.75	101.360	252,386.40	.57	3,448.65	3,984.00	1.61
SB ONE BK 1.50% 2/28/22 (78414TBW1)	247,000.00	01/31/2020	246,753.00	101.300	250,211.00	.56	3,458.00	3,705.00	1.55
GOLDMAN SACHS 2.35% 03/15/22 (38148PGZ4)	245,000.00	03/07/2017	245,000.00	102.188	250,360.60	.56	5,360.60	5,757.50	2.35
CENTERSTATE BANK NA 1.00% 03/21/22 (15201QCD7)	245,000.00	03/10/2020	245,000.00	100.897	247,197.65	.56	2,197.65	2,450.00	1.00
EVERBANK 2.25% 03/29/22 (29976D2N9)	165,000.00	03/29/2017	165,000.00	102.170	168,580.50	.38	3,580.50	3,712.50	2.25
FHLMC 0.25% 06/08/22 (3134GVJ66)	500,000.00	07/17/2020	500,300.00	100.154	500,770.00	1.13	470.00	1,250.00	0.22
FFCB 0.26% 06/22/22 (3133ELN26)	500,000.00	06/29/2020	500,235.00	100.165	500,825.00	1.13	590.00	1,300.00	0.24
FHLMC 0.27% 07/08/22 (3134GV5E4) CALLABLE 07/08/2021	500,000.00	07/09/2020	499,900.00	100.041	500,205.00	1.13	305.00	1,350.00	0.28
FFCB 0.20% 07/13/22 (3133ELT95)	500,000.00	07/09/2020	499,765.00	100.085	500,425.00	1.13	660.00	1,000.00	0.22
BARCLAYS BANK 2.20% 07/19/22 (06740KKJ5)	70,000.00	07/19/2017	70,000.00	102.724	71,906.80	.16	1,906.80	1,540.00	2.20
TIAA FSB 2.15% 07/19/22 (87270LAD5)	60,000.00	07/19/2017	60,000.00	102.659	61,595.40	.14	1,595.40	1,290.00	2.15
BANK HAPOALIM 0.25% 07/22/22 (06251A2B5)	249,000.00	07/08/2020	248,751.00	100.182	249,453.18	.56	702.18	622.50	0.30

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FHLMC 0.28% 07/27/22 (3134GWEH5) CALLABLE 07/27/2021	750,000.00	07/28/2020	749,887.50	100.039	750,292.50	1.69	405.00	2,100.00	0.29
FHLMC 0.26% 07/28/22 (3134GWDP8) CALLABLE 07/28/2021	500,000.00	07/17/2020	500,000.00	99.975	499,875.00	1.13	−125.00	1,300.00	0.26
TEXAS CAPITAL BANK NA 0.25% 08/08/22 (88224PLZ0)	249,000.00	07/28/2020	248,626.50	100.184	249,458.16	.56	831.66	622.50	0.33
FHLMC 0.20% 09/01/22 (3134GWE36) CALLABLE 09/01/2021	1,000,000.00	08/28/2020	1,000,000.00	99.940	999,400.00	2.25	−600.00	2,000.00	0.20
FHLB 2.63% 12/09/22 (3130ADRX2)	500,000.00	03/02/2018	495,130.00	104.150	520,750.00	1.17	25,620.00	13,150.00	2.85
FIRST INTERNET BK 2.35% 12/19/22 (32056GCS7)	250,000.00	12/18/2017	250,000.00	103.796	259,490.00	.59	9,490.00	5,875.00	2.35
WELLS FARGO 1.85% 12/30/22 (949495AF2)	249,000.00	12/19/2019	248,813.25	102.986	256,435.14	.58	7,621.89	4,606.50	1.88
DISCOVER BANK 2.55% 01/10/23 (254673KT2)	135,000.00	01/03/2018	135,000.00	104.278	140,775.30	.32	5,775.30	3,442.50	2.55
ENERBANK USA 1.65% 2/14/23 (29278TNA4)	249,000.00	02/12/2020	248,502.00	102.805	255,984.45	.58	7,482.45	4,108.50	1.72
SERVISFIRST BK 1.60% 2/21/23 (81768PAF3)	249,000.00	02/12/2020	248,626.50	102.737	255,815.13	.58	7,188.63	3,984.00	1.65
SYNCHRONY BANK 2.70% 02/23/23 (87165FTH7)	35,000.00	02/23/2018	35,000.00	104.841	36,694.35	.08	1,694.35	945.00	2.70

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
BMW BANK NORTH AMERICA 1.65% 02/28/23 (05580AVA9)	200,000.00	03/11/2020	200,000.00	102.865	205,730.00	.46	5,730.00	3,300.00	1.65
AXOS BANK 1.60% 03/27/23 (05465DAG3)	147,000.00	02/27/2020	146,926.50	102.869	151,217.43	.34	4,290.93	2,352.00	1.62
CITIBANK NA 2.90% 04/11/23 (17312QJ26)	245,000.00	04/11/2018	245,000.00	105.547	258,590.15	.58	13,590.15	7,105.00	2.90
FIRST SOURCE BANK 2.85% 04/11/23 (33646CJP0)	225,000.00	04/11/2018	225,000.00	105.445	237,251.25	.54	12,251.25	6,412.50	2.85
DOLLAR BANK 2.85% 04/13/23 (25665QAY1)	200,000.00	04/13/2018	200,000.00	105.458	210,916.00	.48	10,916.00	5,700.00	2.85
BELMONT SAVINGS 2.85% 04/18/23 (080515CN7)	200,000.00	04/18/2018	200,000.00	105.493	210,986.00	.48	10,986.00	5,700.00	2.85
FFCB 0.35% 05/04/23 (3133EL2W3) CALLABLE 04/12/2021	250,000.00	09/17/2020	250,000.00	100.002	250,005.00	.56	5.00	875.00	0.35
WEBBANK 0.60% 6/1/23 (947547MD4)	100,000.00	05/15/2020	99,850.00	100.046	100,046.00	.23	196.00	600.00	0.65
TEXAS EXCHANGE 0.70% 6/16/23 CALLABLE 9/2/20 (88241THL7)	210,000.00	05/15/2020	209,580.00	100.056	210,117.60	.47	537.60	1,470.00	0.77
BMO HARRIS 0.60% 06/26/23 CALLABLE 9/26/20 (05600XAA8)	249,000.00	06/09/2020	248,427.30	100.126	249,313.74	.56	886.44	1,494.00	0.68
FHLMC 0.27% 06/30/23	675,000.00	09/18/2020	675,000.00	99.856	674,028.00	1.52	−972.00	1,822.50	0.27

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
(3134GWR73) CALLABLE 09/30/2021									
FHLMC 0.25% 07/07/23 (3134GWVF0) CALLABLE 10/07/2021	675,000.00	09/22/2020	675,000.00	99.917	674,439.75	1.52	−560.25	1,687.50	0.25
FHLMC 0.375% 07/14/23 (3134GV5F1) CALLABLE 01/14/2022	300,000.00	07/06/2020	300,000.00	100.151	300,453.00	.68	453.00	1,125.00	0.38
BANKWELL BANK 0.40% 07/28/23 (06654BCL3)	249,000.00	07/01/2020	248,850.60	100.443	250,103.07	.56	1,252.47	996.00	0.42
FFCB 0.32% 08/10/23 (3133EL3E2) CALLABLE 08/10/2021	500,000.00 100,000.00	08/10/2020 09/17/2020	499,765.00 100,000.00	100.026 100.026	500,130.00 100,026.00	1.13 .23	365.00 26.00	1,600.00 320.00	0.34 0.32
TAX LOT TOTAL	**600,000.00**		**599,765.00**		**600,156.00**	**1.36**	**391.00**	**1,920.00**	**.34**
FFCB 0.28% 09/14/23 (3133EL6U3) CALLABLE 09/14/2021	1,000,000.00	09/16/2020	999,400.00	99.913	999,130.00	2.25	−270.00	2,800.00	0.30
FHLMC 0.33% 09/15/23 (3134GWL46) CALLABLE 06/15/2021	345,000.00	09/03/2020	345,000.00	100.015	345,051.75	.78	51.75	1,138.50	0.33
FFCB 0.25% 09/21/23 (3133EMAM4) CALLABLE 09/21/2022	750,000.00	09/22/2020	749,685.00	100.000	750,000.00	1.69	315.00	1,875.00	0.26
FHLMC 0.30% 09/28/23 (3134GWTL0) CALLABLE 09/28/2021	750,000.00	09/18/2020	750,000.00	100.040	750,300.00	1.69	300.00	2,250.00	0.30

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FHLB 0.30% 09/29/23 (3130AK3S3) CALLABLE 09/29/2021	150,000.00	09/11/2020	149,925.00	99.819	149,728.50	.34	−196.50	450.00	0.32
WELLS FARGO 1.90% 10/18/23 (949763M60)	247,000.00	10/31/2019	246,876.50	104.207	257,391.29	.58	10,514.79	4,693.00	1.91
T 1.625% 10/31/23 (912828T91)	875,000.00	12/30/2019	874,658.21	103.512	905,730.00	2.04	31,071.79	14,218.75	1.64
THIRD FEDERAL 1.75% 11/13/23 (88413QCJ5)	247,000.00	11/05/2019	246,259.00	103.897	256,625.59	.58	10,366.59	4,322.50	1.83
MORGAN STANLEY 1.85%12/26/23 (61690UQZ6)	247,000.00	12/23/2019	245,765.00	104.299	257,618.53	.58	11,853.53	4,569.50	1.98
MORGAN STANLEY 1.90%12/26/23 (61760A4Z9)	247,000.00	12/23/2019	245,765.00	104.436	257,956.92	.58	12,191.92	4,693.00	2.03
FHLB 1.50% 08/15/24 (3130AGWK7)	500,000.00	11/06/2019	495,935.00	103.551	517,755.00	1.17	21,820.00	7,500.00	1.68
FFCB 0.47% 08/19/24 (3133EL4J0) CALLABLE 08/19/2021	100,000.00	08/20/2020	100,000.00	100.081	100,081.00	.23	81.00	470.00	0.47
FNMA 0.45% 08/26/24 (3136G4Z71) CALLABLE 08/26/2022	750,000.00	08/28/2020	749,700.00	100.067	750,502.50	1.69	802.50	3,375.00	0.46
FHLMC 0.45% 09/11/24 (3134GWN44) CALLABLE 06/11/2021	500,000.00	09/03/2020	500,000.00	99.506	497,530.00	1.12	−2,470.00	2,250.00	0.45
FNMA 0.40% 09/16/24 (3136G43H4) CALLABLE 09/16/2022	500,000.00	09/08/2020	500,000.00	99.713	498,565.00	1.12	−1,435.00	2,000.00	0.40

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FNMA 1.625% 10/15/24	1,000,000.00	11/05/2019	995,010.00	103.886	1,038,860.00	2.34	43,850.00	16,250.00	1.73
(3135G0W66)	500,000.00	12/24/2019	495,970.00	103.886	519,430.00	1.17	23,460.00	8,125.00	1.80
TAX LOT TOTAL	**1,500,000.00**		**1,490,980.00**		**1,558,290.00**	**3.51**	**67,310.00**	**24,375.00**	**1.75**
FFCB 1.65% 11/01/24 (3133EK4Y9)	500,000.00	11/06/2019	498,145.00	104.043	520,215.00	1.17	22,070.00	8,250.00	1.73
FFCB 1.625% 11/08/24 (3133EK6J0)	500,000.00	11/06/2019	497,545.00	103.961	519,805.00	1.17	22,260.00	8,125.00	1.73
RAYMOND JAMES 1.80% 11/8/24 (75472RAK7)	247,000.00	11/05/2019	246,506.00	104.887	259,070.89	.58	12,564.89	4,446.00	1.84
FFCB 0.70 03/17/25 (3133EMTQ5) CALLABLE 03/17/2022	500,000.00	03/19/2021	499,673.61	99.679	498,395.00	1.12	−1,278.61	3,500.00	0.72
FFCB 0.75% 03/17/25 (3133EMTT9) CALLABLE 06/17/2021	750,000.00	03/16/2021	749,737.50	99.733	747,997.50	1.69	−1,740.00	5,625.00	0.75
FHLMC 0.50% 06/16/25 (3134GWP91) CALLABLE 09/16/2022	750,000.00	09/16/2020	750,000.00	97.721	732,907.50	1.65	−17,092.50	3,750.00	0.50
FFCB 0.55% 09/16/25 (3133EL7K4) CALLABLE 09/16/2021	750,000.00	09/16/2020	750,000.00	97.535	731,512.50	1.65	−18,487.50	4,125.00	0.55
FFCB 0.53% 09/29/25 (3133EMBH4) CALLABLE 09/29/2021	675,000.00	09/29/2020	674,325.00	98.504	664,902.00	1.50	−9,423.00	3,577.50	0.55
	400,000.00	10/01/2020	399,600.00	98.504	394,016.00	.89	−5,584.00	2,120.00	0.55
TAX LOT TOTAL	**1,075,000.00**		**1,073,925.00**		**1,058,918.00**	**2.39**	**−15,007.00**	**5,697.50**	**.55**

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FHLMC 0.55% 09/30/25 (3134GWW93) CALLABLE 09/30/2021	250,000.00	10/07/2020	249,878.33	97.701	244,252.50	.55	−5,625.83	1,375.00	0.56
FFCB 0.52% 10/14/25 (3133EMCP5) CALLABLE 10/14/2021	75,000.00	10/02/2020	74,906.25	97.689	73,266.75	.17	−1,639.50	390.00	0.55
FHLMC 0.65% 10/22/25 (3134GWZV1) CALLABLE 04/22/2021	100,000.00	10/09/2020	100,000.00	99.338	99,338.00	.22	−662.00	650.00	0.65
FNMA 0.50% 11/07/25 (3135G06G3)	125,000.00	03/02/2021	124,357.43	98.435	123,043.75	.28	−1,313.68	625.00	0.65
FNMA 0.56% 11/17/25 (3135GA2Z3) CALLABLE 11/17/2022	240,000.00	11/05/2020	240,000.00	98.278	235,867.20	.53	−4,132.80	1,344.00	0.56
FFCB 0.60% 11/24/25 (3133EMHF2) CALLABLE 11/24/2021	325,000.00	12/01/2020	324,799.58	98.348	319,631.00	.72	−5,168.58	1,950.00	0.62
FHLB 0.57% 12/16/25 (3130AKJR8) CALLABLE 04/12/2021	650,000.00	12/11/2020	649,675.00	97.747	635,355.50	1.43	−14,319.50	3,705.00	0.58
	110,000.00	12/14/2020	109,945.00	97.747	107,521.70	.24	−2,423.30	627.00	0.58
TAX LOT TOTAL	**760,000.00**		**759,620.00**		**742,877.20**	**1.67**	**−16,742.80**	**4,332.00**	**.58**
LUANA SAVINGS BANK 0.45% 12/30/25 (549104VF1)	249,000.00	12/22/2020	248,103.60	98.534	245,349.66	.55	−2,753.94	1,120.50	0.52
FFCB 0.57% 01/20/26 (3133EMND0) CALLABLE 07/20/2021	100,000.00	01/11/2021	99,850.00	97.954	97,954.00	.22	−1,896.00	570.00	0.60

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *MARCH 1, 2021 – MARCH 31, 2021*

Portfolio Assets Detail

SECURITIES

Description	Shares	Date Acquired	Total Cost	Current Share Price	Current Mkt Value	% of Portfolio	Unrealized Gain/Loss	Est. Ann Income	Yield at Cost
FHLB 0.58% 02/11/26 (3130AKXB7) CALLABLE 05/11/2021	250,000.00	02/24/2021	249,080.56	98.094	245,235.00	.55	−3,845.56	1,450.00	0.66
FHLB 0.65% 02/24/26 (3130AL5X8) CALLABLE 08/24/2021	250,000.00	02/09/2021	250,000.00	98.399	245,997.50	.55	−4,002.50	1,625.00	0.65
STATE BANK INDIA 0.60% 02/25/26 (856283S31)	249,000.00	02/09/2021	247,755.00	98.953	246,392.97	.57	−1,362.03	1,494.00	0.70
FHLB 1.00% 03/17/26 (3130ALKA1) CALLABLE 09/17/2021	425,000.00	03/01/2021	425,000.00	98.951	420,541.75	.96	−4,458.25	4,250.00	1.00
FFCB 1.05% 03/25/26 (3133EMUK6) CALLABLE 03/25/2022	500,000.00	03/18/2021	500,000.00	99.585	497,925.00	1.13	−2,075.00	5,250.00	1.05
FHLB 1.125% 03/30/26 (3130ALQX5) CALLABLE 06/30/2021	750,000.00	03/15/2021	749,910.00	99.581	746,857.50	1.69	−3,052.50	8,437.50	1.13
TOTAL MATURITY (0–5 YRS)			**36,335,264.01**		**36,608,446.59**		**273,182.58**	**311,338.04**	**.88**
TOTAL SECURITIES			**36,335,264.01**		**36,608,446.59**		**273,182.58**	**311,338.04**	**.88**
TOTAL ASSETS			**44,062,197.20**		**44,335,379.78**		**273,182.58**	**316,725.69**	**.74**

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *From MARCH 01, 2021 through MARCH 31, 2021*

Statement of Transactions

Date		Total Cash	Investment Cost Basis
	CONTRIBUTIONS		
03/05/2021	CLIENT DEPOSIT	3,897,323.93	
03/09/2021	CLIENT DEPOSIT	2,500,000.00	
	TOTAL CONTRIBUTIONS	**6,397,323.93**	**0.00**
	INTEREST		
03/01/2021	INTEREST RECEIVED SB ONE BK 1.50% 2/28/22	1,867.73	
03/01/2021	INTEREST RECEIVED BMW BANK NORTH AMERICA 1.65% 02/28/23	1,663.56	
03/01/2021	INTEREST RECEIVED WELLS FARGO 1.85% 12/30/22	366.00	
03/01/2021	INTEREST RECEIVED MERRICK BANK 1.65% 1/31/22	315.17	
03/01/2021	INTEREST RECEIVED BANK OZK 0.55% 3/1/21	112.56	
03/01/2021	INTEREST RECEIVED FHLMC 0.20% 09/01/22	1,000.00	
03/02/2021	INTEREST RECEIVED TEXAS EXCHANGE 0.70% 6/16/23 CALLABLE 9/2/20	112.77	
03/05/2021	INTEREST RECEIVED FFCB 1.50% 03/05/25	3,750.00	
03/08/2021	INTEREST RECEIVED BROOKLINE BK 0.65% 05/07/21	124.16	

For the Account of: ***CITY OF REYNOLDSBURG***

MEEDER INVESTMENT MANAGEMENT

Account Number: ***56 00 0229 0 00***
Date: ***From MARCH 01, 2021 through MARCH 31, 2021***

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/10/2021	INTEREST RECEIVED STEARNS BANK NA 1.60% 02/10/22	305.62	
03/11/2021	INTEREST RECEIVED FHLMC 0.45% 09/11/24	1,125.00	
03/15/2021	INTEREST RECEIVED ENERBANK USA 1.65% 2/14/23	315.17	
03/15/2021	INTEREST RECEIVED FFCB 0.28% 09/14/23	1,400.00	
03/15/2021	INTEREST RECEIVED FHLMC 0.33% 09/15/23	284.63	
03/15/2021	INTEREST RECEIVED GOLDMAN SACHS 2.35% 03/15/22	2,855.09	
03/16/2021	INTEREST RECEIVED FFCB 0.55% 09/16/25	2,062.50	
03/16/2021	INTEREST RECEIVED FHLMC 0.50% 06/16/25	1,875.00	
03/16/2021	INTEREST RECEIVED FNMA 0.40% 09/16/24	1,000.00	
03/17/2021	INTEREST RECEIVED FHLB 0.125% 09/17/21	937.50	
03/18/2021	INTEREST RECEIVED BELMONT SAVINGS 2.85% 04/18/23	437.26	
03/18/2021	INTEREST RECEIVED FIRST INTERNET BK 2.35% 12/19/22	450.69	

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *From MARCH 01, 2021 through MARCH 31, 2021*

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/18/2021	INTEREST RECEIVED WELLS FARGO 1.90% 10/18/23	360.01	
03/22/2021	INTEREST RECEIVED FFCB 0.25% 09/21/23	937.50	
03/22/2021	INTEREST RECEIVED CENTERSTATE BANK NA 1.00% 03/21/22	1,214.93	
03/22/2021	INTEREST RECEIVED NEXTIER BANK 1.60% 02/22/22	305.62	
03/22/2021	INTEREST RECEIVED SERVISFIRST BK 1.60% 2/21/23	305.62	
03/26/2021	INTEREST RECEIVED AXOS BANK 1.60% 03/27/23	180.43	
03/26/2021	INTEREST RECEIVED BMO HARRIS 0.60% 06/26/23 CALLABLE 9/26/20	368.38	
03/29/2021	INTEREST RECEIVED EVERBANK 2.25% 03/29/22	1,840.99	
03/29/2021	INTEREST RECEIVED FHLMC 0.30% 09/28/23	1,125.00	
03/29/2021	INTEREST RECEIVED FFCB 0.53% 09/29/25	2,848.75	
03/29/2021	INTEREST RECEIVED FHLB 0.30% 09/29/23	225.00	
03/30/2021	INTEREST RECEIVED FHLMC 0.27% 06/30/23	911.25	

For the Account of: ***CITY OF REYNOLDSBURG***

MEEDER INVESTMENT MANAGEMENT

Account Number: ***56 00 0229 0 00***
Date: ***From MARCH 01, 2021 through MARCH 31, 2021***

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/30/2021	INTEREST RECEIVED FHLMC 0.55% 09/30/25	687.50	
03/30/2021	INTEREST RECEIVED WELLS FARGO 1.85% 12/30/22	378.62	
03/31/2021	INTEREST RECEIVED MERRICK BANK 1.65% 1/31/22	348.94	
	TOTAL INTEREST	**34,398.95**	**0.00**
	ORDINARY DIVIDENDS		
03/01/2021	DIVIDEND RECEIVED FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	7.45	
03/31/2021	DIVIDEND RECEIVED STAR OHIO	511.48	
03/31/2021	DIVIDEND RECEIVED STAR PLUS – TIER 1	19.18	
	TOTAL ORDINARY DIVIDENDS	**538.11**	**0.00**
	NET PURCHASES AND SALES OF ASSETS		
03/01/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	–5,244.46	5,244.46
03/01/2021	PURCHASE FHLB 0.58% 02/11/26	–249,080.56	249,080.56
03/01/2021	MATURITY $249000 PAR BANK OZK 0.55% 3/1/21	249,000.00	–248,975.10

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *From MARCH 01, 2021 through MARCH 31, 2021*

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/02/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−120.22	120.22
03/05/2021	REDEMPTION STAR PLUS – TIER 2	167.06	−167.06
03/05/2021	PURCHASE STAR OHIO	−3,897,323.93	3,897,323.93
03/05/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−379,392.57	379,392.57
03/05/2021	PURCHASE FNMA 0.50% 11/07/25	−124,357.43	124,357.43
03/05/2021	CALL $500000 PAR FFCB 1.50% 03/05/25	500,000.00	−500,000.00
03/08/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−124.16	124.16
03/10/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−2,500,305.62	2,500,305.62
03/11/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−1,125.00	1,125.00
03/12/2021	REDEMPTION STAR OHIO	807,448.53	−807,448.53
03/15/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−4,854.89	4,854.89
03/16/2021	PURCHASE MONEY MARKET FGZXX – FIRST AMERICAN GOVT OBLIGATIONS FUND	−4,937.50	4,937.50

For the Account of: ***CITY OF REYNOLDSBURG***

MEEDER INVESTMENT MANAGEMENT

Account Number: ***56 00 0229 0 00***
Date: ***From MARCH 01, 2021 through MARCH 31, 2021***

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/17/2021	REDEMPTION STAR OHIO	48,001.62	−48,001.62
03/17/2021	REDEEM MONEY MARKET FGZXX − FIRST AMERICAN GOVT OBLIGATIONS FUND	1,173,800.00	−1,173,800.00
03/17/2021	PURCHASE FFCB 0.75% 03/17/25	−749,737.50	749,737.50
03/18/2021	PURCHASE MONEY MARKET FGZXX − FIRST AMERICAN GOVT OBLIGATIONS FUND	−1,247.96	1,247.96
03/19/2021	PURCHASE $425000 PAR FHLB 1.00% 03/17/26	−425,000.00	425,000.00
03/22/2021	REDEEM MONEY MARKET FGZXX − FIRST AMERICAN GOVT OBLIGATIONS FUND	921,909.94	−921,909.94
03/22/2021	PURCHASE MONEY MARKET FGZXX − FIRST AMERICAN GOVT OBLIGATIONS FUND	−425,000.00	425,000.00
03/22/2021	PURCHASE FFCB 0.70 03/17/25	−499,673.61	499,673.61
03/24/2021	REDEMPTION STAR PLUS − TIER 2	179.52	−179.52
03/24/2021	REDEMPTION STAR PLUS − TIER 1	2,499,653.42	−2,499,653.42
03/25/2021	REDEEM MONEY MARKET FGZXX − FIRST AMERICAN GOVT OBLIGATIONS FUND	500,285.01	−500,285.01
03/25/2021	PURCHASE FFCB 1.05% 03/25/26	−500,000.00	500,000.00

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *From MARCH 01, 2021 through MARCH 31, 2021*

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/26/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-548.81	548.81
03/29/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-6,039.74	6,039.74
03/30/2021	REDEEM MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	747,932.63	-747,932.63
03/30/2021	PURCHASE FHLB 1.125% 03/30/26	-749,910.00	749,910.00
03/31/2021	PURCHASE MONEY MARKET FGZXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	-348.94	348.94
03/31/2021	DIVIDEND REINVESTMENT STAR OHIO	-511.48	511.48
03/31/2021	DIVIDEND REINVESTMENT STAR PLUS - TIER 1	-19.18	19.18
	TOTAL PURCHASES	**-10,524,903.56**	**10,524,903.56**
	TOTAL SALES	**7,448,377.73**	**-7,448,352.83**
	TOTAL NET PURCHASES AND SALES OF ASSETS	**-3,076,525.83**	**3,076,550.73**
	GAIN (LOSS) REALIZED ON SALES 24.90		
	DISBURSEMENTS TO OR FOR BENEFICIARIES		
03/05/2021	CLIENT WITHDRAWAL	-167.06	
03/12/2021	CLIENT WITHDRAWAL	-807,448.53	

For the Account of: ***CITY OF REYNOLDSBURG***

MEEDER INVESTMENT MANAGEMENT

Account Number: ***56 00 0229 0 00***
Date: ***From MARCH 01, 2021 through MARCH 31, 2021***

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/17/2021	CLIENT WITHDRAWAL	−48,001.62	
03/24/2021	CLIENT WITHDRAWAL	−2,499,653.42	
03/24/2021	CLIENT WITHDRAWAL	−179.52	
	TOTAL DISBURSEMENTS TO OR FOR BENEFICIARIES	**−3,355,450.15**	**0.00**
	OTHER EXPENSES		
03/25/2021	CUSTODIAN FEES	−285.01	
	TOTAL OTHER EXPENSES	**−285.01**	**0.00**
	NON CASH ENTRIES		
	ADJUSTMENTS TO SECURITIES		
03/14/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.28% 09/14/23		−23.33
03/16/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.55% 09/16/25		−11.46
03/16/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.50% 06/16/25		−10.42
03/17/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLB 0.125% 09/17/21		−31.25
03/21/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.25% 09/21/23		−10.41
03/29/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.53% 09/29/25		−9.94

For the Account of: *CITY OF REYNOLDSBURG*

MEEDER INVESTMENT MANAGEMENT

Account Number: *56 00 0229 0 00*
Date: *From MARCH 01, 2021 through MARCH 31, 2021*

Statement of Transactions

Date		Total Cash	Investment Cost Basis
03/29/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FFCB 0.53% 09/29/25		−17.67
03/30/2021	TAX LOT ADJUSTMENT FOR ACCRUED INT FHLMC 0.55% 09/30/25		−27.22
	TOTAL ADJUSTMENTS TO SECURITIES	**0.00**	**−141.70**

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

MOTION REQUEST

DATE: **April 26, 2021**

TO:

RE: **Support of the PRO Act**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak

The PRO Act would protect and empower workers to exercise their freedom to organize and bargain.

A MOTION TO APPROVE A RESOLUTION SUPPORTING THE PROTECTION OF THE RIGHT TO ORGANIZE (PRO) ACT, WHICH PROVIDES GENERATIONAL OPPORTUNITIES FOR WORKING CLASS AMERICANS

WHEREAS, inequality has skyrocketed due to the failure of policymakers to pass pro-worker labor laws and properly administer the National Labor Relations Act of 1935, which has been dismantled for several decades to make it more difficult for workers to form unions; and

WHEREAS, the PRO Act is the most significant worker empowerment legislation since the Great Depression, as it stands to give workers a free and fair choice on whether to form a union, ensure workers can reach a first contract quickly after a union is recognized, end employers practice of punishing striking workers by hiring permanent replacements, and hold corporations accountable with real penalties for illegally retaliating against workers who organize; and

Clerk of Council

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

WHEREAS, the PRO Act will help make America's economy work for working people and help raise stagnant wages that have only increased a mere 9% from 1973 to 2013, while productivity has increased 74% over that same time period; and

WHEREAS, wage stagnation and runaway inequality of political, social, and economic power have undermined the public's faith in our democracy; and

WHEREAS, through the expansion of collective bargaining under the PRO Act, there will be increases in pay and protections for women, people of color, immigrants, and the LGBTQ community in areas where our non-discrimination laws are still falling short; and

WHEREAS, American workers will be, by far, the biggest beneficiary of making the PRO Act the law of the land, increasing worker power and rebuilding our economy fairly for all of us.

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

Section 1. The PRO Act stands to greatly increase economic opportunity in America and empower workers through the promotion and expansion of collective bargaining.

Section 2. This Council supports the passage of the PRO Act and encourages the state of Ohio and the United State Congress to support the same or similar legislation to protect and support American workers.

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

Memo

DATE: **April 26, 2021**

TO: **City Council**

CC:

RE: **CLERK OF COURT REPORT MONTH ENDING 3/31/21**

I am submitting monies collected from the courts held on, 3/4, 3/11, 3/18, and 3/25/21. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	$ 7,856.00	
Court Costs & Misc. Costs Assessed	(#110.4510)	$ 11,026.00	
Sub-Total (To General Revenue Fund)			$ 18,882.00
Computerization Needs Fund	(#211.4510)	$ 1,410.00	
Enforcement & Education Fund	(#293.4616)	$ 75.00	
Sub-Total		$ 1,485.00	
Total Amount Submitted		**$ 20, 367.00**	

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

Memo

DATE:	**April 26, 2021**
TO:	
CC:	
RE:	**Police Department First Quarter Report**

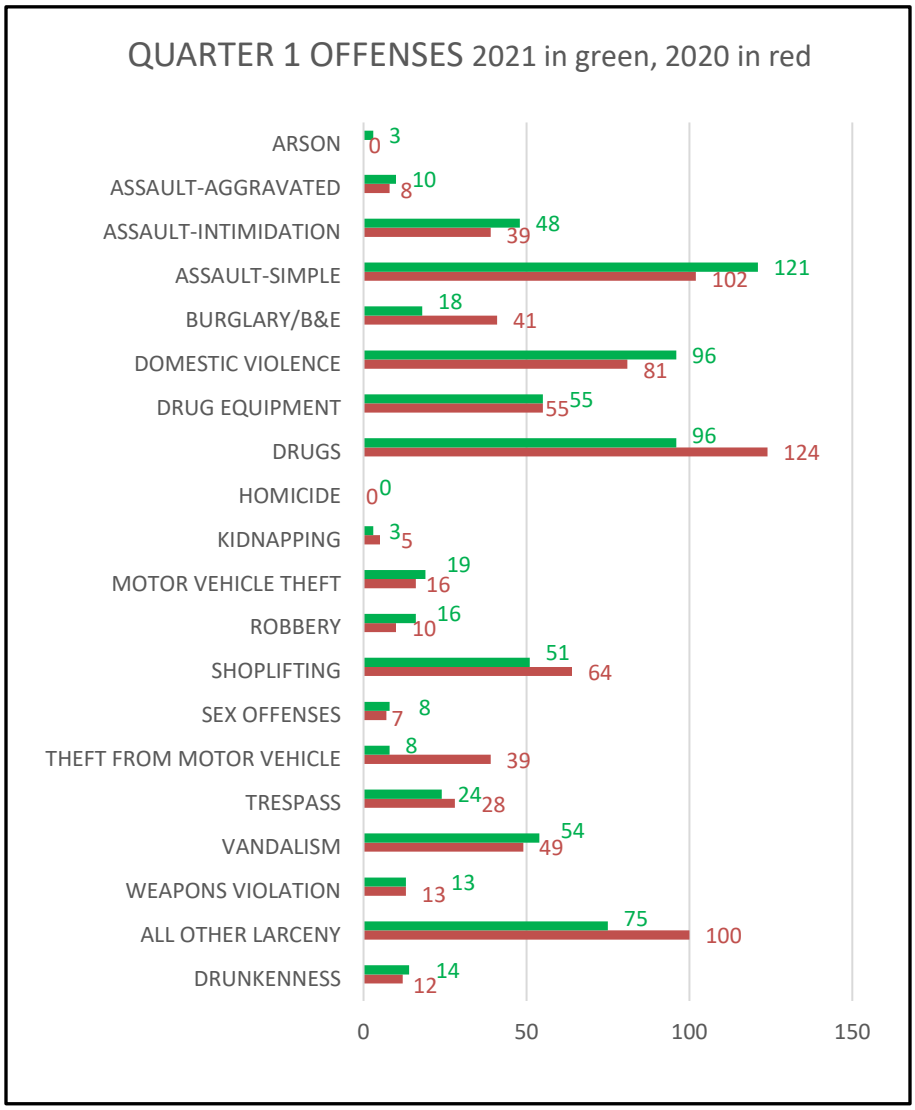
Chief Baker has provided Council with a summary of the first quarter activities of the RPD.

Reynoldsburg Division of Police

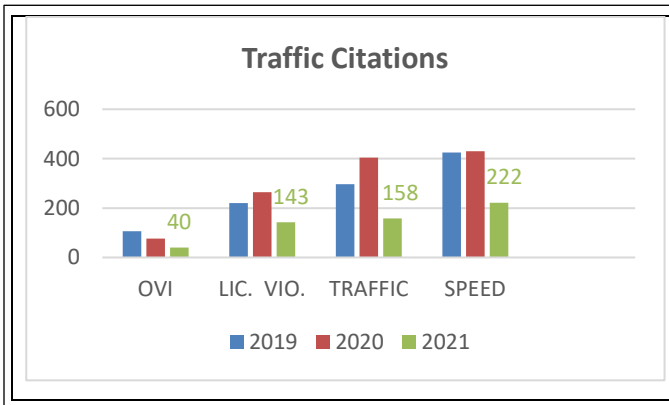
Chief Curtis L. Baker, Esq.

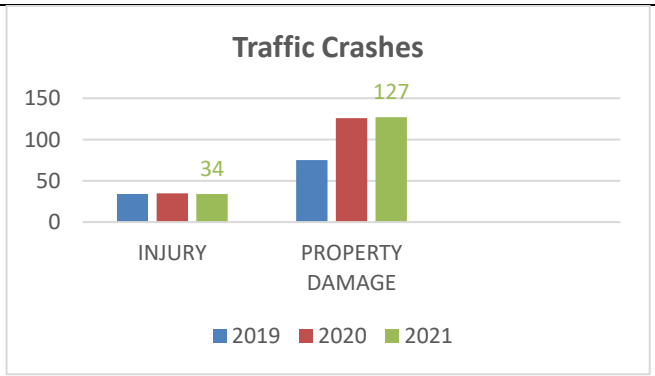
Quarterly Report 1st Quarter 2021

Trends for This Quarter



Otis Merrill was sworn in on March 8th. Otis comes from the Grove City Police Department where he served for over two years. Otis was signed by the Green Bay Packers after a successful college football career.





Attachment: Q1 2021 PD Quarterly Report (Police Department First Quarter Report)

Highlights

Cold Case

On September 28, 1974, Lori Nesson, an honors student at Columbus' Eastmoor High School, was murdered on the west side of Reynoldsburg. No suspects in the murder were developed and the case went cold. In 2019, Officer Brafford requested to investigate the case. In 2021, a breakthrough was made in the investigation and suspects were developed. DNA testing confirmed the identity of the suspects.

K-9 Program Donation

In February, a donation of over $8,000 was made to the Reynoldsburg Division of Police K9 unit. The donation will be used to purchase a third canine.

Thank you to the members and friends of Revolution Mortgage, Essential Title and Axxis Title for this generous donation.

Patrol

In January, a suspected drunk driver drove left of center and crashed head-on into Officer Relli while she was patrolling Birchview Dr. S. The cruiser was totaled and Officer Relli has returned to full duty.

Sgt. Doersam completed the Ohio Association of Chiefs of Police (OACP) - Supervisor Training and Education Program (STEP). STEP includes 21 training modules and is designed for first-line supervisors to help them meet the new job and organizational requirements. All RPD supervisors complete a three separate supervisor training courses administered by OACP.

Attachment: Q1 2021 PD Quarterly Report (Police Department First Quarter Report)

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

Memo

DATE:	**April 26, 2021**
TO:	
CC:	
RE:	**Everest Carry-out Liquor Permit**

Chief Baker will provide a recommendation following a PC investigation.

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

2591011 PERMIT NUMBER	TRFO TYPE	EVEREST CARRYOUT LLC EZ DRIVE THRU DBA METRO BEER & WINE DRIVE THRU 6785 E MAIN ST & GARAGE REYNOLDSBURG OHIO 43068
02 01 2020 ISSUE DATE		
04 02 2021 FILING DATE		
C1 C2 PERMIT CLASSES		
25 220 B TAX DISTRICT	F25016 RECEIPT NO.	

FROM 04/06/2021

3303915 PERMIT NUMBER	TYPE	GP MAIN STREET INC DBA METRO BEER & WINE DRIVE THRU 6785 E MAIN ST & GARAGE REYNOLDSBURG OHIO 43068
02 01 2020 ISSUE DATE		
04 02 2021 FILING DATE		
C1 C2 PERMIT CLASSES		
25 220 TAX DISTRICT	RECEIPT NO.	

MAILED 04/06/2021 RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/07/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B TRFO 2591011
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

DLC 4052

Attachment: Everest Carryout (Everest Carry-Out Liquor Permit)

Ohio | Department of Commerce

Rev 2/10/2021

Division of Liquor Control
Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Husted, Lt. Governor

Dear Local Legislative Authority Official:

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

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

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

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or

- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

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

Memo

DATE:	**April 26, 2021**
TO:	
CC:	
RE:	**West Licking Fire District Report for April**

Councilmember Baker will present the report and answer any questions.

APRIL BOARD STATS

Total Calls by Township/City	
Etna	77
Harrison	70
Jersey	7
Kirkersville	11
New Albany	0
Pataskala	201
Reynoldsburg	104
Mutual Aid	23
Total	493

Apparatus Name	
45B401	108
45E402	34
45E405	45
45M401	164
45M402	67
45M403	119
45M404	156
45R401	131
45SQ404	89
45TWR403	73

Total Calls by Shift		
Shift		Total
1 Unit		177
2 Unit		162
3 Unit		153
Prevention		1
Total		493
Total Calls by Station		
Station		Total
Station 401		178
Station 402		66
Station 403		69
Station 404		157
Station 405		23
Total		493

Mutual Aid Response	
M/A Received	M/A Given
33	23

District Response Average	
	5:27

Dispatch to On scene Average	
Etna	5:45
Harrison	5:19
Jersey	5:58
Kirkersville	6:21
New Albany	0:00
Pataskala	4:37
Reynoldsburg	4:43

Attachment: April 2021 Report (West Licking Fire District Report for April)

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**West Licking Fire District Real Estate Transfer**

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 Contract for the Sale of Real Property Located on Taylor Road to the West Licking Joint Fire District, said Property Consisting of 10.598 Acres, and Declaring an Emergency

WHEREAS, Reynoldsburg City Code Chapter 175.01 (h) permits the City to sell real estate without competitive bidding in the best interests of the City; and

WHEREAS, the City of Reynoldsburg owns 10.598 Acres of Land on Taylor Road that it desires to sell to the West Licking Joint Fire District for the construction of a new fire station and bike path connecting Taylor Road to Waggoner Road Middle School; 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 to proceed with the requested transfer to facilitate improved fire and EMS services to the citizens of the City.

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

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 the West Licking Fire District, for the sale of parcel 13-027414-00.000, located on Taylor Road, consisting of 10.598 Acres of land.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to transfer the property timely manner. This Ordinance shall take effect immediately upon the signature of the Mayor.

Real Estate Purchase and Sale Agreement

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the __ day of _____, 20__, by and among the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation (the "Seller") and the West Licking Joint Fire District, an Ohio joint fire district created under Ohio Revised Code Section 505.371 (the "Buyer"). For simplicity, Seller and Buyer are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

BACKGROUND INFORMATION

A. Seller owns certain real estate, including all improvements, fixtures, appurtenant rights, privileges and appurtenant easements located on Taylor Road, Reynoldsburg, Ohio, 43068, also identified and described as Parcel ID: 13-027414.00.000, comprising 10.598 acres and more fully described in the property description attached hereto as Exhibit A. The Real Property described in this Agreement is hereafter referred to as the "Property".

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the Background Information, and in consideration of the mutual covenants and agreement contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. SALE AND PURCHASE PRICE. Seller hereby agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property subject to the terms and conditions of this Agreement. The purchase price shall be one dollar ($1.00) (the "Purchase Price").

2. FURTHER CONSIDERATION AND CONDITIONS OF SALE. Seller agrees, as a further consideration and a condition of sale to all of the following:

(a) Buyer agrees to finance the construction of a traditional bikepath and/or walkway ("bikepath") connecting the Property from Taylor Road to the Franklin County line and Franklin County Parcel No. 061-000001-00. Said bikepath shall be constructed at a width of at least 8 feet and the design of the bikepath shall be subject to approval by the Seller prior to construction.

(b) Seller and Buyer understand that Buyer intends to construct a fire station on the Property. Buyer agrees to comply with Reynoldsburg Codified Ord. No. 190.04 for all employees whose principal place of work is at said fire station on the Property, which is located in the City of Reynoldsburg.

3. CONTINGENCY PERIOD. Buyer shall have a period of sixty (60) days following the Effective Date hereof (the "Contingency Period") to conduct the following:

(a) Environmental and Property Inspection. Buyer shall have the right to conduct such environmental review of the Property as well as inspections, surveys, and investigations of the then physical condition of the Property. During the Contingency Period, Buyer may enter the Property during reasonable business hours to conduct tests and inspections, provided Buyer has given Seller reasonable notice thereof. Buyer shall promptly repair any damage to the Property and any other property owned by Seller resulting from its inspections, and Buyer shall hold Seller harmless and indemnify Seller from any personal injury or property damage arising out of Buyer's activities or the activities of its members, agents, employees, or authorized representatives. Buyer's obligations to repair and/or indemnify Seller contained herein shall survive the termination of this Agreement.

(b) Financial Review. Buyer shall have the right to review the contracts, and operating costs of the Property.

Buyer's obligation to purchase the Property is subject to Buyer being satisfied with items (a)&(b) above (which for simplicity are hereafter called "Buyer's Conditions to Closing") before the expiration of the Contingency Period. If Buyer, in good faith, determines that the results of any inspection are unsatisfactory, or if any other contingencies described above are not determined to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period, and, in such event, each Party shall be released from any further obligations under this Agreement subject to the terms of this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Contingency Period, Buyer's rights under this Section 3 shall be deemed waived, and Seller and Buyer shall proceed with the transaction. The date of closing shall be no later than thirty (30) days after the satisfaction or waiver of Buyer's Conditions to Closing; provided (the "Closing Date").

4. SELLER'S DELIVERY TO BUYER OF SELLER'S MATERIALS. Seller agrees, to the extent in the possession or control of Seller, to deliver to Buyer within ten (10) days of the Effective Date any inspections, reports, title evidence, contracts, operating expense reports, and other such information as reasonably requested by Buyer. Except as provided in Section 14(g), Seller does not warrant or represent in any way that the materials provided to Buyer are accurate, only that such materials are true and complete copies of the information in the possession of Seller.

5. POSSESSION. Possession of the Property shall be delivered to Buyer at closing.

6. CONDITION OF IMPROVEMENTS. Seller agrees that at closing the Property specifically including the improvements constituting part of the real estate shall be in the same condition as they are on the Effective Date, reasonable wear and tear excepted.

7. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of physical loss to the Property and improvements shall be borne by Seller until closing, provided that if any property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies of insurance covering the Property, or (b) rescind the Agreement and thereby release all parties from liability hereunder by giving written notice to Seller within five (5) business days after Buyer has received written notice of such damage or destruction. Failure by Buyer to so notify Seller of its election to rescind the Agreement shall constitute an election by Buyer to proceed with the transaction.

8. CONDEMNATION OF PROPERTY. If, prior to the Closing Date, all or any material part of the Real Property shall be condemned by any governmental authority or other lawful authority, Buyer shall have the option of either (1) completing this transaction, in which event (a) there shall be no reduction of the Purchase Price, (b) Seller shall have no duty to repair or restore, (c) subject to Seller's mortgagee consenting to the same, Seller shall pay to Buyer all condemnation proceeds theretofore or thereafter received by Seller with respect to such condemnation, and (d) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds; or (2) canceling this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further obligation to the other hereunder subject to the terms of this Agreement.

9. TITLE INSURANCE.

(a) Commitment and Title Policy. Seller shall, within ten (10) days hereafter, obtain and deliver to Buyer (1) a title insurance commitment (the "Commitment") issued by First American Title Insurance Company, through the Title Company, pursuant to which the Title Company shall agree to issue to Buyer, at Seller's sole expense, a standard ALTA owner's policy of title insurance (the "Title Policy"), in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer upon recording of the deed, subject to the exceptions therein, if any; and (2) copies of all exception instruments listed in the Commitment excepting mortgage lien and so-call standard or preprinted exceptions. The Title Policy may include coverage for Buyer's lender, and/or such endorsements as Buyer shall specify to the Title Company,

provided, however, the cost thereof and the cost to eliminate any standard exceptions (collectively, the "Special Title Coverage") shall be borne by Buyer and the obtaining of such Special Title Coverage shall not be a condition precedent to closing.

(b) Title Defects. Buyer shall have ten (10) days following receipt of the Commitment to notify Seller in writing of any objection to any matters shown in the Commitment (collectedly a "Title Objection"). Any matters shown therein and not objected to by Buyer within the above described period shall be deemed approved by Buyer and shall be collectively called the "Permitted Exceptions". Buyer shall have the right to object to any new exception matters first appearing on any updated Commitment. If Buyer notifies Seller in writing of a Title Objection as set forth above, Seller shall (except as set forth in the next following sentence) have the option, but shall not be required, to remedy the Title Objection within the next following thirty (30) days; provided, however, in the event Seller has promptly commenced and is diligently pursing the remedy of such Title Objection, but cannot reasonably accomplish the same within such time period, then Buyer will not unreasonably withhold its consent to extending the time period for curing such Title Objection including extending the Closing Date for such reasonable additional period (not to exceed thirty (30) days) as may be necessary to remedy the same. The preceding notwithstanding, Seller shall be required to cure (not have the option to cure) any Title Objection that constitutes a monetary lien against the Property, but may defer payment of the same until closing. A title matter shall be considered remedied if Seller secures the agreement of the Title Company to issue the Title Policy to Buyer without making exception for the matter in question, and Title Company in fact issues the Title Policy without making exception for the matter in question, or to provide affirmative insurance with respect to such matter, provided such affirmative coverage is in form and substance reasonably acceptable to Buyer.

If Seller does not so remedy any Title Objection or notifies Buyer that Seller will not remedy any such matter, then Buyer shall have the option of either (1) completing this transaction and accepting such title as Seller is able to convey, without reduction of the Purchase Price and in full waiver of any claims related to the same, or (2) terminating this Agreement by delivery of written notice to Seller on or before the earlier of (a) the Closing Date or (b) five (5) days after Seller notifies Buyer of its inability to cure the Title Objection or its intent not to cure the Title Objection, in which event neither Party shall have any further obligation to the other hereunder subject to the terms of this Agreement. If Buyer fails to terminate the Agreement within the applicable above described period, any Title Objection shall be deemed Permitted Exceptions and Buyer shall have no further right to object to the same.

(c) Title Evidence at Closing. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the Closing Date, all in accordance with the standards of the Columbus Bar Association, 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 Agreement; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use as an office building (or Buyer's intended use). At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

10. CONVEYANCE AND CLOSING. At closing, Seller shall convey to Buyer fee simple and marketable title to the Real Property by General Warranty Deed.

11. TAXES AND ASSESSMENTS. At closing, Seller shall pay or credit on to the Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien prior to the Closing Date and if any, all agricultural use tax recoupments for years prior to the year of the closing**.** At closing, general real estate taxes and assessments, which are a lien but not then due and payable, shall be prorated and adjusted between Seller and Buyer as of the Closing Date based on the most current tax information available with the Office of the Licking County Treasurer, Licking County, Ohio, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Property which Seller shall pay or credit on to the Purchase Price. The proration at closing shall be final.

13. OTHER PRORATIONS, ADJUSTMENTS, AND CLOSING COSTS.

(a) Prorations.

(1) Rents. At closing, rents shall be prorated and security deposits, if any, shall be transferred to Buyer, as of the Closing Date.

(2) Existing Contracts. Seller shall pay all amounts payable ("Contract Payments") under existing contracts for service, equipment leases and maintenance contract applicable to the periods prior to the Closing Date, and Buyer shall pay all Contract Payments payable for periods following and including the Closing Date. If the Contract Payments for any billing period within which the Closing Date occurs cannot be ascertained as of the Closing Date, the Parties shall estimate the amounts thereof, based on the Contract Payments for the immediately preceding billing period, and within thirty (30) days after the date on which all Contract Payments for such billing periods are known, the Parties shall re-compute such proration and adjust the difference. In the event the tenant shall fail to pay any amount due by tenants for an obligation arising prior to closing, Seller shall pay the same and in the event the tenants shall fail to pay any amount due by tenant for an obligation arising after to closing, Buyer shall pay the same.

(b) Seller's Costs. At closing, Seller shall pay (1) the cost of the Commitment and standard Title Policy (except for the Special Title Coverage) but including any endorsements provided to remedy a Title Objection; (2) the cost of recording all documents necessary to release the Property from the lien and effect of all existing mortgages and other financing documents; (3) the Title Company's fee for acting as escrow agent in connection with this transaction ("Escrow Fee"), if any; (4) the transfer or conveyance fee tax; (5) the cost of all other certificates, instruments, documents and opinions which Seller is required to deliver or cause to be delivered; and (6) without limitation, the cost of all other performance by Seller of its obligations hereunder.

(c) Buyer's Costs. At closing, Buyer shall pay (1) the cost of recording of the deed and other conveyance documents; (2) the cost of any survey, if requested by Buyer's lender; (3) the cost of all other certificates, instruments, documents and opinions which Buyer is required to deliver or cause to be delivered; and (4) without limitation, the cost of all other performance by Buyer of its obligations hereunder, including the cost of the Special Title Coverage.

14. REPRESENTATIONS AND WARRANTIES OF SELLER. In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Seller hereby represents and warrants to Buyer as follows:

(a) Seller is the sole owner of the Property and has good and marketable fee simple title to the Property.

(b) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Ohio.

(c) Seller is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Buyer such further assurances with respect to this representation and warranty as Buyer shall reasonably request.

(d) Seller has the authority to enter into this Agreement, to perform its obligations under this Agreement, and to complete the transaction as contemplated by this Agreement, and the individual executing this Agreement on behalf of Seller has full and complete authority to execute this Agreement on behalf of Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid, binding and enforceable obligation of Seller, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Seller, and the performance of Seller's obligations hereunder does not violate the organizational documents of Seller or violate any agreement to which Seller is a party or any governmental or court order or ruling applicable to Seller.

(e) Seller has not received any notice of any pending, or knowledge of any threatened condemnation or similar proceeding or pending public improvements in or adjoining the Property which will in any manner affect the Property.

(f) Seller is not aware of any pending improvement that may, at some future date, be assessed against the Property.

(g) All materials provided by Seller to Buyer are true and complete copies of the materials in the possession of Seller.

(h) To the best of Seller's knowledge (i) no Hazardous Materials (as such term is hereafter defined) of any kind or nature have been stored at, released, disposed of or located in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (ii) no Hazardous Materials of any kind have been buried or accumulated in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (iii) neither the Property nor any part thereof is contaminated by or contains any Hazardous Materials except in minimal quantities and in compliance with Environmental Laws; and (iv) no permit is required from the Ohio Environmental Protection Agency or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Property. As used herein, "Hazardous Materials" refers to any material hazardous to human health which is listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, Hazardous Waste Control Law, Safe Drinking Water and Toxic Enforcement Act of 1986, or in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule or regulation (collectively, the "Environmental Laws").

(i) Except as disclosed on Exhibit B attached hereto or otherwise in this Agreement, to Seller's knowledge, there are no management contracts or Service Contracts affecting or related to the operation of the Property that are not terminable on 30 days (or less) written notice.

(j) Except as disclosed on Exhibit C attached hereto, Seller has not been served notice of any action, suit, proceeding, or investigation or, to Seller's knowledge, threatened by or before any court or governmental authority, (a) against the Seller or the Property, and (b) that would either (i) materially and adversely affect the Seller or the Property, or (ii) prevent or hinder the performance by Seller of its obligations under this Agreement or the completion of the transaction as contemplated by this Agreement.

(k) The phrase "to Seller's knowledge" or phrases of similar import shall mean the current actual (not constructive) knowledge of the principal of Seller engaged in the ownership and management of the Property without any duty to conduct separate investigation.

15. COVENANTS OF SELLER.

(a) Without Buyer's prior written consent, Seller shall not prior to closing enter into any easement, restriction, covenant or reservation.

(b) Seller shall maintain the Property.

(c) Seller shall maintain property damage and liability insurance coverage covering the Property.

(d) Seller shall not permit a non-consensual lien to be filed against the Property, nor shall Seller permit the aggregate of all consensual liens secured by the Property to exceed the Purchase Price.

16. REPRESENTATIONS AND WARRANTIES OF BUYER. In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has obtained or will have obtained all consents and permissions related to the transactions contemplated by this Agreement.

(b) Buyer is a joint fire district created under the laws of the state of Ohio.

(c) Buyer is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Buyer will furnish to Seller such further assurances with respect to this representation and warranty as Seller shall reasonably request.

(d) Buyer has the authority to enter into this Agreement, to perform his obligations under this Agreement, and to complete the transaction as contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a valid, binding and enforceable obligation of Buyer, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Buyer, and the performance of Buyer 's obligations hereunder does not violate the organizational documents of Buyer or violate any agreement to which Buyer is a party or any governmental or court order or ruling applicable to Buyer.

(e) Except as otherwise set forth elsewhere in this Agreement, Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, for its physical condition, character, and suitability for Buyer's intended use.

17. **NOTICE.** All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, or facsimile or emailed addressed as follows:

If to Buyer: West Licking Joint Fire District
851 East Broad Street
Pataskala, Ohio 43062
Phone: (___)___-___
Fax: (___)___-___
Email: _____

If to Seller: City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: _____
Phone: _____
Email: _____

Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the respective Parties at the addresses set forth above, or at such other addresses as shall be furnished in writing by any Party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

18. **PERMITTED ASSIGNMENT.** Anything herein to the contrary notwithstanding, Buyer may at Buyer's option and upon notice to Seller assign all of its rights and obligations under this Agreement to an entity formed and controlled by Buyer provided any such assignment and the assumption of such obligations by such entity shall not release Buyer from any obligations under this Agreement.

19. **BROKER'S FEE.** Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, broker or finder in connection with this transaction, and agrees to indemnify and save harmless the other Party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by such other Party as a result of a breach of this representation.

(l) **AS-IS / WHERE IS NATURE OF TRANSACTION.** Except as otherwise provided in this Agreement, it is acknowledged that Seller and its employees, agents, representatives, brokers and attorneys have not made, nor has Buyer relied on, any statements, materials, representations, or warranties, express or implied, of Seller or its employees, agents, representatives, brokers and attorneys. Buyer acknowledges and agrees that it is relying solely on its own examination, inspection and investigation

of the condition of the Property including, without limitation, the surface and subsurface thereof, all soil, engineering, environmental and other conditions which may affect the Property, any construction thereof, its zoning and use, its value, the development thereof and title, all as deemed necessary or appropriate, and Buyer is entering into this Agreement and purchasing the Property based upon the results of such inspections and investigations and not in reliance on any statements, representations or agreements of Seller not expressly contained in this Agreement. As a result, it is specifically acknowledged and agreed that Buyer is acquiring the Property "AS IS, WHERE IS."

20. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be in writing, signed by Buyer and Seller and copies provided to them. This Agreement shall be binding upon Buyer and Seller, their heirs, administrators, executors, successors and assigns. Buyer and Seller do not intend to confer any benefits hereunder on any person, firm, corporation, or association other than the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that any provision(s) contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Facsimile or .pdf e-mailed signatures of this Agreement and/or any notices required under this Agreement shall be deemed original and effective signatures for the purposes hereof. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict and/or be used to construe any provision hereof. Time is of the essence with respect to all provisions of this Agreement. All provisions of this Agreement shall survive the closing.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature to this Agreement as evidenced below (the "Effective Date").

BUYER:

West Licking Joint Fire District
851 East Broad Street
Pataskala, Ohio 43062

_____

By: _____
Name: _____
Title: _____
Date: _____

SELLER:
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

10.598 ACRES

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Sections 4 and 5, Township 16, Range 20, Refugee Lands, being part of that tract conveyed to Reyno Holding Co. by deed of record in Official Record 763, Page 415, all references refer to the records of the Recorder's Office, Licking County, Ohio and more particularly bounded and described as follows:

Beginning at an iron. pin set at the northeasterly comer of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section l", of record in :Plat Book 16, Pages 50 and 51, in the westerly right of way line of Taylor Road;

thence with the boundary of said subdivision the following courses and distances:

North 77° 04' 38" West, a distance of 60.00 feet to an iron pin set;

North 63° 42' 31" West, a distance 246.05 feet to an iron pin set;

South 48° 51' 20" West, a distance of236.93 feet to an iron pin set;

North 41° 08' 40" West, a distance of 47.14 feet to an iron pin set at a point of curvature to the left; and

with the arc of said curve (Delta = 04° 35' 58", Radius = 650.00 feet) a chord bearing and distance of North 43° 26' 30" West, 52.16 feet to an iron pin set at a comer of the subdivision entitled "Woods at Reynoldsburg Section 4 Part l ", of record in Plat Book 17, Pages 46-48;

thence with the boundary of said subdivision the following courses and distances:

North 43° 48' 56" East, a distance of 155.76 feet to an iron pin set;

North 54° 08' 29" West, a distance of 150.54 feet to an iron pin set;

North 69° 37' 15" West, a distance of 270.98 feet to an iron pin set;

North 86° 03' 18" West, a distance of 366.83 feet to an iron pin set;

North 85° 59' 23" West, a distance of 237.64 feet to an iron pin set;

South 38° 57' 48" West, a distance of 95.50 feet to an iron pin set;

North 86° 13' 02" West, a distance of 49.93 feet to an iron pin set;

South 40° 18' 34" West, a distance of73.27 feet to an iron pin set;

South 72° 07' 36" West, a distance of70.78 feet to an iron pin set; and

North 86° 13' 02" West, a distance of 51.04 feet to an iron pin set at a corner of that tract conveyed to Woods at Reynoldsburg, LLC by deed of record in Instrument Number 199802040003475;

thence North 03° 46' 58" East, with an easterly line of said Woods at Reynoldsburg, LLC tract, a distance of 45 .00 feet to an iron pin set at a comer thereof;

thence North 86° 13' 02" West, with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 42.00 feet to an iron pin set in an easterly line of said Woods at Reynoldsburg Section 4 Part l;

Attachment: West Licking Fire, Taylor Rd, Real Estate Agreement (West Licking Fire District Real Estate Transfer)

thence North 03° 46' 58" East, with said easterly line, a distance of 119.27 feet to an iron pin set at a comer thereof;

thence North 85° 59' 23" West, partly with a northerly line of said Woods at Reynoldsburg Section 4 Part 1 and partly with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 1075.69 feet to an iron pin set in the Franklin/Licking County line;

thence North 03° 29' 37" East, with said county line, a distance of 100.01 feet to a stone found at an angle point in said county line;

thence South 85° 59' 23" East, with said county line, a distance of 1617.88 feet to an iron pin set at an angle point in said county line;

thence South 86° 03' 18" East, with a southerly line of that tract conveyed to Distribution Land Corp. by deed of record in Official Record 698, Page 486, a distance of 1240.31 feet to an iron pin set in the westerly right-of-way line of Taylor Road;

thence with said westerly right-of-way line and with the arc of a curve to the right (Delta = 03° 33' 56", Radius = 1960.00 feet) a chord bearing and distance of South 11 ° 08' 24" West, 121.95 feet to an iron pin set;

thence South 12° 55' 22 West, continuing with said westerly right-of-way line, a distance of 261.73 feet to the Point of Beginning, containing 10.598 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings contained herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Woods At Reynoldsburg Section I ", of record in Plat Book 16, Pages 50 and 51, Recorder's Office, Licking County, Ohio.

TERMINATION OF RESTRICTIVE COVENANT

WHEREAS, the City of Reynoldsburg, an Ohio municipal corporation, is the owner of certain real property consisting of 10.598 acres of land, more particularly described in Exhibit A attached hereto and as follows:

Property Address:	Taylor Road
Parcel Number:	13-027414.00.000
Prior Instrument No.	200309220049511

WHEREAS, Reyno Holdings Co., a Delaware corporation, transferred the property described in Exhibit A to the City of Reynoldsburg and included certain restrictions on the use of the land so transferred, which state as follows:

> "The property described herein is conveyed by the Grantor to the Grantee for use as parkland, and may not be used by Grantee, or its successors or assigns, for the purposes of vehicular access." (hereinafter referred to as "Restrictive Covenant")

WHEREAS, the City of Reynoldsburg and Reyno Holdings Co., upon good and valuable consideration, mutually desire to terminate the Restrictive Covenant as of the date of this Termination; and

NOW, THEREFORE, the City of Reynoldsburg and Reyno Holdings Co., agree as follows:

The Restrictive Covenant is terminated by this termination. The terms of the Restrictive Covenant shall have no further force and effect on and after the effective date of this termination.

EXECUTED to be effective this _____ day of _____, 201.

CITY OF REYNOLDSBURG:

BY: _____
Joe Begeny, Mayor of the City of Reynoldsburg

REYNO HOLDINGS CO.:

BY: _____

_____
Name and Title

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____day of _____, 2021, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____day of _____, 2021, before me, the subscriber, a Notary Public in and for said county and state, personally came _____ _____, who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public

EXHIBIT A

10.598 ACRES

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Sections 4 and 5, Township 16, Range 20, Refugee Lands, being part of that tract conveyed to Reyno Holding Co. by deed of record in Official Record 763, Page 415, all references refer to the records of the Recorder's Office, Licking County, Ohio and more particularly bounded and described as follows:

Beginning at an iron pin set at the northeasterly comer of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section l", of record in Plat Book 16, Pages 50 and 51, in the westerly right of way line of Taylor Road;

thence with the boundary of said subdivision the following courses and distances:

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North 63° 42' 31" West, a distance 246.05 feet to an iron pin set;

South 48° 51' 20" West, a distance of236.93 feet to an iron pin set;

North 41° 08' 40" West, a distance of 47.14 feet to an iron pin set at a point of curvature to the left; and

with the arc of said curve (Delta = 04° 35' 58", Radius = 650.00 feet) a chord bearing and distance of North 43° 26' 30" West, 52.16 feet to an iron pin set at a comer of the subdivision entitled "Woods at Reynoldsburg Section 4 Part l ", of record in Plat Book 17, Pages 46-48;

thence with the boundary of said subdivision the following courses and distances:

North 43° 48' 56" East, a distance of 155.76 feet to an iron pin set;

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North 69° 37' 15" West, a distance of 270.98 feet to an iron pin set;

North 86° 03' 18" West, a distance of 366.83 feet to an iron pin set;

North 85° 59' 23" West, a distance of 237.64 feet to an iron pin set;

South 38° 57' 48" West, a distance of 95.50 feet to an iron pin set;

North 86° 13' 02" West, a distance of 49.93 feet to an iron pin set;

South 40° 18' 34" West, a distance of73.27 feet to an iron pin set;

10.598 ACRES
-2-

South 72° 07' 36" West, a distance of70.78 feet to an iron pin set; and

North 86° 13' 02" West, a distance of 51.04 feet to an iron pin set at a corner of that tract conveyed to Woods at Reynoldsburg, LLC by deed of record in Instrument Number 199802040003475;

thence North 03° 46' 58" East, with an easterly line of said Woods at Reynoldsburg, LLC tract, a distance of 45 .00 feet to an iron pin set at a comer thereof;

thence North 86° 13' 02" West, with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 42.00 feet to an iron pin set in an easterly line of said Woods at Reynoldsburg Section 4 Part I;

thence North 03° 46' 58" East, with said easterly line, a distance of 119.27 feet to an iron pin set at a comer thereof;

thence North 85° 59' 23" West, partly with a northerly line of said Woods at Reynoldsburg Section 4 Part 1 and partly with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 1075.69 feet to an iron pin set in the Franklin/Licking County line;

thence North 03° 29' 37" East, with said county line, a distance of 100.01 feet to a stone found at an angle point in said county line;

thence South 85° 59' 23" East, with said county line, a distance of 1617.88 feet to an iron pin set at an angle point in said county line;

thence South 86° 03' 18" East, with a southerly line of that tract conveyed to Distribution Land Corp. by deed of record in Official Record 698, Page 486, a distance of 1240.31 feet to an iron pin set in the westerly right-of-way line of Taylor Road;

thence with said westerly right-of-way line and with the arc of a curve to the right (Delta = 03° 33' 56", Radius = 1960.00 feet) a chord bearing and distance of South 11 ° 08' 24" West, 121.95 feet to an iron pin set;

thence South 12° 55' 22 West, continuing with said westerly right-of-way line, a distance of 261.73 feet to the Point of Beginning, containing 10.598 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings contained herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Woods At Reynoldsburg Section l ", of record in Plat Book 16, Pages 50 and 51, Recorder's Office, Licking County, Ohio.

Street/Stormwater Department
Keith Kundtz
614-322-5800 Phone

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Agreement with Franklin Soil & Water for 2021**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2021.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2021 and expires on December 31, 2021. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

1) Staff will provide watershed coordination assistance including:

- In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed on the City of Reynoldsburg and enhance their positive contributions.

Street/Stormwater Department

Keith Kundtz
614-322-5800 Phone

- Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.

- Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.

- Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.

- Provide assistance to residents as requested and appropriate.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA, AND DECLARING AN EMERGENCY

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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 an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of $19,000.00.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the agreement in place as soon as possible; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon

Street/Stormwater Department

Keith Kundtz
614-322-5800 Phone

signature by the Mayor.

Franklin Soil and Water Conservation District

Creating Conservation Solutions for Over 70 Years

2021 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, 2021 and expires on December 31, 2021. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

Franklin Soil & Water will provide the following services for the City:

Watershed Coordination for Big Walnut Watershed

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction and overall stormwater management program management.

Staff will provide watershed coordination assistance including:

1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed in the City of Reynoldsburg and enhance their positive contributions.

2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.

3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.

4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.

5) Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.

6) Process Water Quality Partner Pledges and provide information to the City of Reynoldsburg.

7) Provide assistance to residents as requested and appropriate.

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)

8) Assist with compiling the Annual Report to Ohio EPA for 2020. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.

9) Provide an overview of permit requirements and guidance with updating stormwater management plan as needed.

10) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

Minimum Control Measure No. 1 & 2:
Public Education and Outreach; Public Participation and Involvement

1) Provide newsletter articles and social media text to Keith Kundtz and William Dorman. Send conservation newsletters (print and email) to interested residents.

2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff to increase contacts and programming within Reynoldsburg Schools.

3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Franklin Soil and Water will provide program information, pledge form, draft press release and text for promoting the program and window clings for the City to use.

4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year, in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.

5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a $50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to $1,000.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.

6) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses. This may include advertising, tours or public rain garden maintenance as well as $500 in rebates provided in 2019 for rain garden cost share.

Minimum Control Measure No. 6:
Good Housekeeping

Provide a Good Housekeeping Workshop to City staff.

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)

Compensation:

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of $19,000. Funds will be expended as needed to meet the grant agreement and support Soil and Water's current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period; and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year's grant will be adjusted accordingly to compensate for the previous year's numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year's grant will be calculated solely on anticipated assistance needed.

It is Mutually Agreed:

That Franklin Soil and Water is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to working agreement.

That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties, and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.

SIGNATURES
The signatures below certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

_____

Signature Title Date

CITY OF REYNOLDSBURG

_____

Signature Title Date

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)

ESTIMATED COSTS FOR REYNOLDSBURG GRANT

ACTIVITY		Cost Estimate
Watershed Coordination		
Watershed Coordination Support	Provide support for watershed projects to benefit water quality, stream function and stormwater management in Reynoldsburg.	**$7,700**
Stormwater Program Management Assistance	Under watershed coordinator duties provide assistance in complying with Ohio EPA permit and submitting Annual Report	**$2,500**
MCM 1&2		
Stormwater updates and draft text for articles in newsletters or as requested.	General Support	**$300**
Student Programming Contacts	Stormwater education programming provided to 713 students.	**$3,150**
Water Quality Partnership	Provide program materials to Reynoldsburg and support to business completing pledges.	**$350**
Developer Outreach	Support and receive credit for developer outreach efforts through Franklin Soil and Water.	**$1,500**
Community Backyards	Promote community backyards program within the City of Reynoldsburg, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City. ($800 for rebates (plus $200 carryover from 2020), $600 for workshop and $1200 for program administration)	**$2,600**
Rain Garden Support	Support for rain garden promotion and maintenance. $500 for rain garden cost share included from 2019.	**$500**
MCM 6		
Good Housekeeping Workshop	Develop and provide a good housekeeping workshop to City of Reynoldsburg staff.	**$400**
TOTAL		**$19,000**

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)

Attachment: Reynoldsburg_Working_Agreement_2021 (Agreement with Franklin Soil & Water for 2021)

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Safety, Law and Courts Committee**

RE: **Fixed Asset Removal**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

Request to have the following items removed from the fixed asset list:

1102	Digi-MVG Imaging System	Old Technology
1293	Laser Radar with Scope	Old Technology
1815	PepperBall System	Old Technology
1844	Evidence Processing	Old Technology
1845	Forensic Software	No longer in use/Old Technology
1876	Radar	Old Technology/no longer in use
1877	Radar	Old Technology/no longer in use
1878	Radar	Old Technology/no longer in use
1894	Lasar/Radar	Old Technology/no longer in use

Police Department

Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

1895	Lasar/Radar	Old Technology/no longer in use
1905	CyberCrime Task Force	No longer in use
1914	Laser Device	No longer in use
1915	Laser Technology	No longer in use
2180	Shredder (2006)	No longer operational
2246	Old Cruiser Equipment	No longer operational
2247	Old Cruiser Equipment	No longer operational
2248	Old Cruiser Equipment	No longer operational

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the City's Fixed Asset list:

From the Police Department

Tag #	Item	
1102	Digi-MVG Imaging System	Old Technology
1293	Laser Radar with Scope	Old Technology

Police Department

Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

1815	PepperBall System	Old Technology
1844	Evidence Processing	Old Technology
1845	Forensic Software	No longer in use/Old Technology
1876	Radar	No longer in use/Old Technology
1877	Radar	No longer in use/Old Technology
1878	Radar	No longer in use/Old Technology
1894	Lasar/Radar	No longer in use/Old Technology
1895	Lasar/Radar	No longer in use/Old Technology
1905	CyberCrime Task Force	No longer in use
1914	Laser Device	No longer in use
1915	Laser Technology	No longer in use
2180	Shredder (2006)	No longer operational
2246	Old Cruiser Equipment	No longer operational
2247	Old Cruiser Equipment	No longer operational
2248	Old Cruiser Equipment	No longer operational

SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Repeal and Replace Section 533.08 Sexual Exploitation**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

This Ordinance is to repeal current Section 533.08 of the Codified Ordinances of the City of Reynoldsburg, which was entitled "Procuring" and replacing this Ordinance with a new section entitled "Sexual Exploitation" and increasing penalty provisions

An Ordinance to Repeal Section 533.08 Sexual Exploitation of the Codified Ordinances of the City of Reynoldsburg and Replace with a New Section 533.08 Sexual Exploitation

WHEREAS, the Council of the City of Reynoldsburg, Ohio recognizes the dangers and exploitation association with human trafficking and the culpability of consumer participants in this activity; and

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is in the best interests of the City of Reynoldsburg to re-title and enhance the penalties under Section 533.08 of the Codified Ordinances of the City of Reynoldsburg.

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

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

SECTION 1. That Section 533.08 of the Codified Ordinances of the City of Reynoldsburg shall be repealed and replaced with a new Section 533.08 entitled "Sexual Exploitation," which is attached as Exhibit A.

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

(DRAFT)

533.08 SEXUAL EXPLOITATION

(A) As used in this section, "sexual activity for hire" means an implicit or explicit agreement to provide sexual activity in exchange for anything of value paid to the person engaging in such sexual activity, to any person trafficking that person or to any person associated with either such person.

(B) No person shall recklessly induce, entice, or procure another to engage in sexual activity for hire in exchange for the person giving anything of value to the other person.

Whoever violates division (B) of this section is guilty of engaging in sexual exploitation, an unclassified misdemeanor.

(a) In addition to any other penalties imposed by the court, the offender shall be fined not less than $300.00 and notwithstanding the fine specified in Division (A)(2)(a) of section 2929.28 of the Ohio Revised Code for a misdemeanor of the first degree, the court may impose upon the offender a fine of not more than one thousand five hundred dollars ($1500.00).

(b) If the offender, within the past five years, previously has been convicted of or pleaded guilty to a violation of this section, or other equivalent offense, in addition to any other penalties imposed by the court, the offender shall be fined not less than $550.00 and shall serve not less than 10 days in jail.

(c) If the offender within the past five years previously has been convicted of or pleaded guilty to two or more violations of this section, or other equivalent offense, in addition to other penalties imposed by the court, the offender shall be fined not less than $800.00 and shall serve not less than 15 days in jail.

(ORC §§ 2907.23; 2907.231)

(Repeal and Replace)

~~533.08 PROCURING.~~

~~(a) No person, knowingly and for gain, shall do either of the following:~~

~~(1) Entice or solicit another to patronize a prostitute or brothel;~~

~~(2) Procure a prostitute for another to patronize, or take or direct another at the other's request to any place for the purpose of patronizing a prostitute.~~

~~(b) No person, having authority or responsibility over the use of premises, shall knowingly permit such premises to be used for the purpose of engaging in sexual activity for hire.~~

~~(c) Whoever violates this section is guilty of procuring. Except as otherwise provided in this division, procuring is a misdemeanor of the first degree. If the prostitute who is procured, patronized, or otherwise involved in a violation of division (a)(2) of this section is under 18 years of age at the time of the violation, regardless of whether the offender who violates division (a)(2) of this section knows the prostitute's age, or if a prostitute who engages in sexual activity for hire in premises used in violation of division (b) of this section is under 18 years of age at the time of the violation, regardless of whether the offender who violates division (b) of this section knows the prostitute's age, procuring is a felony to be prosecuted under appropriate state law.~~

(ORC 2907.23)

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	Amend Section 533.09 Soliciting and Loitering

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

This is an Ordinance to Amend Section 533.09 of the Codified Ordinances of the City of Reynoldsburg. This legislation will simplify and clarify the offense of soliciting and loitering.

An Ordinance to Amend Section 533.09 Soliciting and Loitering of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is in the best interests of the City of Reynoldsburg to amend Section 533.09 of the Codified Ordinances of the City of Reynoldsburg.

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

SECTION 1. That Section 533.09 of the Codified Ordinances of the City of Reynoldsburg shall be amended as provided in the attached Exhibit A.

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

(STRIKE AND REPLACE)

533.09 SOLICITING; LOITERING TO ENGAGE IN.

(a)~~(1)~~ No person shall knowingly solicit another ~~who is 18 years of age or older~~ to engage with the other person in sexual activity ~~for hire~~ in exchange for the person receiving anything of value from the other person.

~~(2) No person shall solicit another to engage with such other person in sexual activity for hire in exchange for the person receiving anything of value from the other person if the other person is 16 or 17 years of age and the offender knows that the other person is 16 or 17 years of age or is reckless in that regard.~~

~~(3) No person shall solicit another to engage with such other person in sexual activity for hire in exchange for the person receiving anything of value from the other person if either of the following applies:~~

~~a. The other person is less than 16 years of age, whether or not the offender knows the age of the other person.~~

~~b. The other person is a person with a developmental disability and the offender knows or has reasonable cause to believe the other person is a person with a developmental disability.~~

(b)(1) Whoever violates division (a) ~~division (a) of~~ this section is guilty of soliciting, ~~. A violation of division (a)(1) of this section is~~ a misdemeanor of the third degree. ~~A violation of division (a)(2) or (a)(3) of this section is a felony to be prosecuted under appropriate State law.~~

~~(2) If a person is convicted of or pleads guilty to a violation of division (a) of this section or an attempt to commit a violation of division (a) of this section and if the person, in committing or attempting to commit the violation, was in, was on, or used a motor vehicle, the court, in addition to or independent of all other penalties imposed for the violation, may impose upon the offender a class six suspension of the person's driver's license, commercial driver's license, temporary instruction permit, probationary license, or nonresident operating privilege from the range specified in Ohio R.C. 4510.02(A)(6). In lieu of imposing upon the offender the class six suspension, the court instead may require the offender to perform community service for a number of hours determined by the court.~~

~~(3) This section shall not apply and the offense shall be prosecuted pursuant to the Ohio Revised Code if:~~

~~(a) The offender, with knowledge that the offender has tested positive as a carrier of a virus that causes acquired immunodeficiency syndrome, engaged in conduct in violation of division (a) of this section.~~

(c) As used in division (a) of this section:

(1) ~~"Person with a developmental disability" has the same meaning as in Ohio R.C. 2905.32.~~

~~(2)~~ "Sexual activity for hire" means an implicit or explicit agreement to provide sexual activity in exchange for anything of value paid to the person engaging in such sexual activity, to any person trafficking that person, or to any person associated with either such person.

(ORC 2907.24(A), (C)(1), (D), (E))

(d) No person, with purpose to solicit another to engage in sexual activity for hire and while in or near a public place, shall do any of the following:

(1) Beckon to, stop or attempt to stop another;

(2) Engage or attempt to engage another in conversation;

(3) Stop or attempt to stop the operator of a vehicle or approach a stationary vehicle;

(4) If the offender is the operator of or a passenger in a vehicle, stop, attempt to stop, beckon to, attempt to beckon to, or entice another to approach or enter the vehicle of which the offender is the operator or in which the offender is the passenger;

(5) Interfere with the free passage of another.

(e) As used in division (d) of this section:

(1) "Public place" means any of the following:

(a) A street, road, highway, thoroughfare, bikeway, walkway, sidewalk, bridge, alley, alleyway, plaza, park, driveway, parking lot or transportation facility.

(b) A doorway or entrance way to a building that fronts on a place described in division (a) of this definition.

(c) A place not described in division (a) or (b) of this definition that is open to the public.

(2) "Vehicle" has the same meaning as in Ohio R.C. 4501.01.

(f) Whoever violates division (d) ~~or (e)~~ of this section is guilty of loitering to engage in solicitation, a misdemeanor of the third degree.

(ORC 2907.241)

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

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **EMH&T Construction Inspection Services East Main Street Phase I**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES RELATING TO THE EAST MAIN STREET PHASE I IMPROVEMENT PROJECT (DAVIDSON DRIVE TO JACKSON STREET)

WHEREAS, EMH&T will provide construction inspection services for the East Main Street (Davidson Drive to Jackson Street) Improvement Project Phase 1. The proposed improvements include the replacing the existing 1930's era storm sewer, new curb and sidewalks, resurfacing of roadway, as well as the addition of unified streetscape entrancement's including new street lights, benches, street trees, tree wells, etc.

WHEREAS, EMH&T's proposal for these services is $281,883.00 (total appropriation) to be unappropriated from the City's Capital Improvement Project (CIP) Fund (410)

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 EMH&T for Construction Inspection Services relating to the East Main Street Improvement Project Phase 1

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

(Davidson Drive to Jackson Street).

SECTION 2. That an amount of $281,883.00 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0170.5659.

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

EMH&T
Engineers, Surveyors, Planners, Scientists

March 24, 2021

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

Subject: East Main Street Phase 1
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 East Main Street Phase 1 project. We understand the scope includes improvements to roadway, sidewalk, storm sewer, and traffic signals. The City is prepared to award the contract to Complete General Construction with a construction cost of $3,447,202.00.

The construction duration of the project is 180 calendar days from the City's issuance of the Notice to Proceed. The project is anticipated to commence in April 2021.

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:

<u>Construction Representation/Contract Administration</u>

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

- Meeting agenda, which will include;
  - Recap of current project status, current revised contract amount, project elapsed time and percent complete
  - Updated list of current project management personnel
  - Review project safety concerns
  - Review of previous meeting minutes
  - Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site
  - Analysis of current schedule and work completed to date
  - Discuss potential ongoing project delays
  - Update delivery schedule for long lead items
  - Updated submittal log and discuss outstanding submittals for review
  - Status of all change orders, change requests and requests for information
  - Status of all pay requests
  - Follow-up on outstanding items and issues along with new items and issues to be reviewed
  - Review drawings with updates provided by Contractor
- Sign-in sheet
- Meeting summary for the City, Engineer, and attendees

- Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the Owner for review and comment.
  - EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
  - Make recommendation to the Owner for time extension requests from the Contractor.
  - If required, ask the Contractor to submit revised schedules when the proposed work is anticipated to not be performed in accordance with the project requirements.
  - Provide guidance to help minimize delays and regain time lost due to delays.

- Review Requests for Information and Facilitate Change Orders
  - EMH&T will review requests for information and coordinate clarification to the Contractor.
  - Change orders will be reviewed by EMH&T and all parties, as required to determine conformance with contract plans and specifications prior to Owner approval.

- EMH&T will maintain logs of quantities and review pay documentation for the Owner and Contractor.
  - Maintain daily logs of quantities for payment.
  - Review monthly and final pay estimates.
  - Generate change orders and process the change orders for Contractor and Owner.
  - Maintain a record of the work performed to include correspondence and daily project representation reports.
- EMH&T will coordinate with the Owner and Contractor prior to conducting both the pre-final and final project walk-throughs for participation and input of documented deficiencies.
  - EMH&T will prepare punch list for work performed not in accordance with the contract documents.
  - EMH&T will coordinate with the Contractor to address required warranty work.

- Re-inspect punch list work until completed in accordance with the contract documents.
- Submit a recommendation for acceptance of the project.

- Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings (plan-set projects).
  - EMH&T will prepare and provide record drawings of the completed work.

- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.

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 upper 3 feet of soil and/or granular trench backfill.
  - 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:
  - Record Drawings to the Owner in a digital format (plan set projects).
  - 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 2021 through October 2021.

FEE

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

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Construction Representation/Contract Administration	$72,395.00
Design Consultation During Construction	$16,100.00
Resident/Standby Representation	$150,820.00
EMH&T Labor Fee	$239,315.00
Reimbursable Expenses	
Design Review and Support by OHM	$30,800.00
Material testing, Printing, Mileage, Etc.	$11,768.00
PROJECT TOTAL FEE	**$281,883.00**

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

Attachment: East Main Street (Davidson Drive to Jackson Street) - Construction Inspection Proposal (EMH&T) (EMH&T Construction Inspection

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

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Appropriating Funds for Water and Sewer Overtime**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Explanation of legislation and need: The Water and Sewer department overtime funds have been substantially depleted due to the number of water and sewer line breaks. These funds need to be replenished to cover any future breaks.

Statement of necessity for Emergency passage: The water and sewer overtime funds need replenished in order for the City to process payroll correctly.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF ADDITIONAL SALARY FUNDING FOR OVERTIME FOR THE WATER AND SEWER DEPARTMENTS, AND DECLARING AN EMERGENCY

WHEREAS, it is immediately necessary to appropriate additional funds for the overtime incurred by Water Department and Sewer Department employees due to an increased number of water and sewer main breaks; and

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

WHEREAS, the City of Reynoldsburg prides itself on offering a high level of service to our residents to respond and repair water and sewer line breaks as quickly as possible to maintain water and residential safety and City funds regarding water loss; and

WHEREAS, without the appropriation of additional funds, the Water Overtime and the Sewer Overtime fund will be depleted with any future water main breaks.

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

Section 1. That an amount of $15,400 in the unappropriated Water Fund (710) be and is hereby appropriated to account 710.735.5105 Water Overtime.

Section 2. That an amount of $15,400 in the unappropriated Sewer Fund (720) be and is hereby appropriated to account 720.736.5105 Water Overtime.

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

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Finance and Administration Committee**
RE:	**Update of the Chapter 167 Records Commission**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

The Records Commission passed an updated Records Policy, Records Request form, and a Records Policy poster. However, in doing so, it was discovered that there were inconsistencies and duplicate portions in the existing code. Approve further research, it was discovered that following the 2014 update of this code section, a portion of the old code was left as an extra page at the back of the code. That portion had notes documenting that at the next codification, that duplicate information should be removed. I believe that the next codification came with the hiring of new staff that was likely unaware of this information. This ordinance is removing the duplicate, inaccurate information in Section 167.05(a-g). This information is included in the earlier portion of the code as what was amending in 2014.

An Ordinance to Amend Chapter 167 Records Commission of the Codified Ordinances for the City of Reynoldsburg

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is in the best interests of the City of Reynoldsburg to amend Chapter 167 Records Commission by removing the entire Section 167.05 Fee Schedule of the Codified Ordinances for the City of Reynoldsburg.

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

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

SECTION 1. That Section 167.05 Fee Schedule of the Codified Ordinances of the City for Reynoldsburg shall be amended as provided in the attached Exhibit A.

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

CHAPTER 167
City Records Commission

167.01 Organization.
167.02 Functions.
167.03 Record and document management.
167.04 Security and infrastructure records.
167.05 Fee schedule.

CROSS REFERENCES
Photostat or microfilm reading - see Ohio R.C. 9.01
State law provisions - see Ohio R.C. 149.39

167.01 ORGANIZATION.

There is hereby created a City Records Commission composed of the Mayor or the Mayor's designee, the Auditor or the Auditor's designee, the City Attorney or the City Attorney's designee, the Clerk of Council or the Clerk of Council's designee, and a City resident who is a member of the local Historical Society to be appointed by the Mayor for four-year term(s).

(a) Chairman. The Mayor or the Mayor's designee shall serve as the chairman of the Commission or at the request of the Mayor a chairman shall be elected from the Commission to serve four-year term(s).

(b) Secretary. The Commission shall appoint a secretary who may or may not be a member of the Commission and shall serve at the pleasure of the Commission. The secretary shall serve in the capacity of City Records Administrator and shall maintain a permanent file of all schedules of records retention, applications for one-time disposal, and certificates of records disposal of all municipal offices; prepare forms and carry out such other duties as directed by the Commission.

(c) Rules. The Commission shall establish rules of procedure for the operation of the Commission including meeting dates which shall be at least every six months.

(Ord. 57-93. Passed 4-26-93; Ord. 70-04. Passed 6-28-04.)

167.02 FUNCTIONS.

The functions of the Commission shall be to provide rules for retention and disposal of records of the City of Reynoldsburg and to review applications for one-time records disposal and schedules of records retention and disposition submitted by municipal offices. The commission pursuant to the procedure outlined in this chapter may dispose of records. The commission may at any time review any schedule it has previously approved, and for good cause shown may revise that schedule.

(Ord. 57-93. Passed 4-26-93; Ord. 70-04. Passed 6-28-04.)

167.03 RECORD AND DOCUMENT MANAGEMENT.

(a) Purpose. The City of Reynoldsburg, hereafter referred to as the City, acknowledges that it maintains many records that are used in the administration and operation of the City. In accordance with state law and the Records Commission, the City has adopted Schedules of Records Retention and Disposition

(RC-2) that identify these records. These schedules identify records that are stored on a fixed medium that are created, received, or sent under the jurisdiction of the City and documents the organization, functions, policies, decisions, procedures, operations, or other activities of the City. The records maintained by the City and the ability to access them are a means to provide trust between the public and the City.

(b) Scope.
(1) Each office, department or function that maintains records has a designated employee who serves as the custodian of all records maintained by the office, department or function.
(2) The period of time for which the City stores or maintains records was determined by assessing the administrative, legal, fiscal, and/or historical value of the records to the City, efficient business practices, and by reviewing the suggested retention periods developed by the Local Government Records Program for the Ohio Historical Society.

(c) Definitions.
(1) "Records" (as used in Ohio R.C. 149.011(G)): includes any document, device, or item, regardless of physical form or characteristic, created or received by or coming under the jurisdiction of any public office of the state or its political subdivisions, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office.
(2) "Public record" (as used in Ohio R.C. 149.43(A)(1)): records kept by any public office, including, but not limited to, state, county, City, village, township, and school district units, and records pertaining to the delivery of educational services by an alternative school in Ohio kept by a nonprofit or for profit entity operating such alternative school pursuant to Ohio R.C. 3313.533 [3313.53.3]. For definition of what a "public record" does not mean please refer to division (k) of this section.
(3) Definitions as used in Ohio R.C. 1347.01:
A. "Maintains" means state or local agency ownership of, control over, responsibility for, or accountability for systems and includes, but is not limited to, state or local agency depositing or information with a data processing center for storage, processing, or dissemination. An agency "maintains" all systems of records that are required by law to be kept by the agency.
B. "Personal information" means any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person.

(d) Fees.
(1) The City, in accordance with Ohio R.C. 149.43, has established the following fees for providing copies or reproductions of public records maintained by the City:
A. For photocopies of either letter or legal size documents there shall be no fee for the first twenty-four pages. For request for photocopies that exceed twenty-four pages the fees shall be five cents ($.05) per photocopy calculated from the first photocopy. Advance payment is required for all requests that exceed twenty-four pages before any copies are prepared. Two sided photocopies shall be charged at a rate of five cents ($.05) per sheet.
B. For video tapes, cassette tapes or for any other type of media, the fee shall be the replacement cost or the reproduction (copying) cost. Reproduction costs may only be

Attachment: Review of Chapter 167 (Amend Chapter 167 City Records Commission)

charged if a commercial or professional service is contracted to provide the copy. If the City creates the copy, a reproduction fee may not be charged.

C. Bulk commercial requests and special extraction costs will follow Ohio R.C. 149.43(E)(2)(b).

D. Established costs/fees under this policy shall be clearly posted and visible to the public at all locations authorized to provide copies of public records.

(2) Cost and fees established under this policy represent the actual cost. The actual cost means the cost of depleted supplies, records storage media costs, actual mailing and alternative delivery costs, or other transmitting cost, and any direct equipment operating and maintenance costs, including actual costs paid to private contractors for copying services.

(e) Availability.

(1) All public records maintained by the City shall be promptly prepared and made available for inspection to any person during regular business hours as well as a copy of the City's current records retention schedule(s). Departmental, office or functional records are the property of the City. No record shall be removed, changed, modified or destroyed except by a City employee in the performance of their official duties and as authorized under Ohio law.

(2) Individuals requesting access to inspect public records and/or receive copies of public records will be asked to voluntarily complete a written request (Form RC100) explaining or identifying the records they wish to inspect and/or receive copies of. In no event shall an individual be denied access to inspect and/or obtain copies of public records based on their refusal to complete a written request.

(3) With the exception of personnel records for current and past employees of the City, requests for the inspection and/or copies of public records shall be directed to the office, department or function that maintains the record.

(4) The regular business hours for the offices, departments and functions for City are 8:00 a.m. to 5:00 p.m., Monday through Friday except holidays.

(5) Each office, department and/or function has designated an employee within every department, office or function under their direction to act as the custodian of records for their assigned unit.

(6) Mailed requests for public records:

A. Upon receiving a written request for copies of a public record made in accordance with Ohio R.C. 149.43 via the United States Postal Service, the City shall promptly respond to the request.

1. An authorized employee of the City shall, by any means practical, contact the requestor and advise them that advance payment is required prior to providing copies of public records via the United States Mail System, and in addition, the fee shall also include the cost of postage and the envelop.

2. When practical, the City may forward copied records by any other means reasonably acceptable to the requestor.

B. In accordance with Ohio R.C. 149.43(B)(7), the City limits the number of public record requests submitted via the U.S. Postal Service, to be transmitted through the U.S. Mail, to a maximum of ten records per month, unless the requestor certifies that the records or information in them will not be used for commercial purposes.

1. "Commercial purposes" shall be narrowly construed and does not include reporting or gathering news, reporting or gathering information to assist citizen oversight or understanding of the operation or activities of government, or nonprofit educational research.

C. Authorized City employees shall comply with the following procedures upon receiving a valid public record request through the United States Postal System:
   1. City employees shall promptly process requests.
   2. Requestors shall be charged the postage fees and the cost of the envelope required to properly send the requested records through the mail.

(7) Requests for inspection and/or copies of public records, which are not maintained or are prohibited from release pursuant to applicable state or federal law, shall be processed in the following manner:
   A. If the City receives a request for a record that it does not maintain or the request is for a record which is no longer maintained, the requestor shall be so notified in writing utilizing City Form RC101 that one of the following applies:
      1. Their request involves records that have never been maintained by the City, or
      2. Their request involves records that are no longer maintained or have been disposed of or transferred pursuant to applicable City schedules of record retention and disposition (RC-2), or
      3. Their request involves a record that has been disposed of pursuant to an application of the one-time records disposal (RC-1).
      4. If the record that is requested is prohibited from release due to applicable state or federal law the responsible City employee shall complete City Form RC101 and mark the appropriate box indicating the applicable state or federal law.
      5. If the record that is requested is not a record used or maintained by the City an authorized employee of the City shall complete City Form 101 notifying the requestor that in accordance with Ohio R.C. 149.40, that the City is under no obligation to create records to meet public record requests.

(8) Ambiguous or overly broad request for public records. If a requestor makes an ambiguous or overly broad request or has difficulty in making a request for copies or inspection of public records under Ohio R.C. 149.43 such that the public office or the City employee responsible for the requested public record cannot reasonably identify what public records are being requested, the public office or City employee responsible for the requested public record may deny the request, but shall provide the requestor with an opportunity to revise the request by informing the requestor of the manner in which records are maintained by the public office and accessed in the ordinary course of the public office's or City employees duties.

(9) Denial.
   A. If a request is ultimately denied, in part or whole, the responsible City employee shall provide the requestor with an explanation, including legal authority, setting forth why the request was denied.
   B. If the initial request was provided in writing then the explanation shall also be provided in writing.
   C. The explanation shall not preclude the City from relying upon additional reasons or legal authority in defending an action commenced under law.
   D. The City is not required to permit a person that is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or to obtain a copy of any public record concerning what would be a criminal investigation or prosecution if the subject of the investigation or prosecution were an adult, unless the request to inspect or to obtain a copy of the record is for the purpose of acquiring information that is subject to release as a public record under this section and the judge who imposed the sentence or made the

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adjudication with respect to the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justiciable claim of the person.

(10) Written requests for public records.

A. For the purpose of enhancing the ability of the City to identify, locate or deliver the public record(s) sought by the requestor, the City shall provide to the requestor City Form RC100 for the requestor to complete.

B. Although the City requests the requestor to make the request in writing, ask for the requestor's identity, and may inquire about the intended use of the information requested, the requestor shall be advised that a written request is not mandatory, and that the requestor may declined to reveal his identity or the public records intended use.

C. The requestor's refusal to complete City Form RC100 does not impair the requestors right to inspect and/or receive copies of the public record.

(11) Media types/distribution of records.

A. If a person requests a copy of a public record, the City shall permit the requestor to choose to have the public record duplicated on paper or upon the same medium upon which the City maintains the public record or upon any other medium on which the record can reasonably be duplicated as an integral part of the normal operations of the public office, or the responsible City employee for the public record. The request shall be acted upon and a copy of the pubic record prepared within a reasonable period of time. Fees shall apply in accordance with division (d) of this policy.

B. Persons seeking copies of public records are not permitted to make their own copies or utilize their copying or reproduction equipment.

(12) Grievances. If a person allegedly is aggrieved, due to the inability to inspect a public record or due to the inability to receive a copy of the public record; the person shall be advised that they may:

A. Contact the Office of the City Attorney. If the person is not satisfied with the results they shall be advised that Ohio R.C. 149.43 provides a legal means for addressing their complaint in these disputes.

(f) Personnel and Personal Information.

(1) The Mayor and their designee manage the personnel management function for the City.

(2) To better facilitate requests for inspection or information and/or copies of records involving current or past employees of the City inquiries shall be directed to the Human Resources Department.

A. To better facilitate, manage and administer this process the City has adopted a Schedule of Records Retention and Disposition (RC-2) for Personnel Records and implemented a Personnel Record Management policy that has been approved by the City.

B. To the extent practical, current and past employees should be notified in the event that a request has been made to inspect or obtain a copy of their employment related records. Current and past employees shall have the right to be present during the inspection and if they so request, receive a duplicate copy of any record requested at no charge.

(g) Exempted and/or Restricted Information.

(1) In accordance with the Federal Privacy Act, 5 U.S.C. 552a, no public record shall be released which contains a Federal Social Security number. Public records containing Federal Social Security numbers will have that information redacted prior to their release.

(2) In the event a request is made to inspect and/or obtain a copy of a record maintained by the City whose release may be prohibited or exempted by either state or federal law, the request may be forwarded to legal counsel for the City for research and/or review. The person submitting the request shall be advised that their request is being reviewed by legal counsel to ensure that protected and/or exempted information is not improperly released by the City.

(3) Records, whose release is prohibited or exempted by either state or federal law, shall NOT be subject to public inspection. The following represents a partial list of records maintained by the City, that may not be inspected or copied:

A. Confidential law enforcement records.

B. Information pertaining to medical treatment.

C. Trial preparation records.

D. Taxpayer records.

E. Expunged records.

F. Peace officer, firefighter, EMT, parole officer, prosecuting attorney, assistant prosecuting attorney, correctional employee, and youth services employee's residential and familial information.

G. Victim impact statements.

H. Infrastructure and security records including security & data codes.

I. Records pertaining to the recreational activities of a person under the age of eighteen.

(4) Residential and familial information is exempted from release under the provisions of Ohio R.C. 149.43(A)(l)(p) except as specifically provided in Ohio R.C. 149.43(B)(9).

A. In accordance with Ohio R.C. 149.43(A)(7), the following employee classifications: peace officer, firefighter, EMT, prosecuting attorney, or assistant prosecuting attorney residential and familial information means the following:

1. Any of specified employee's information maintained that discloses any of the following:

a. The address of the actual personal residence except for the state or political subdivision in which specified employees reside;

b. Information compiled from referral to or participation in an employee assistance program of specified employee;

c. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information that pertains to the specified employees;

d. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to the specified employees;

e. The identity and amount of any charitable or employment benefit deduction made by the specified employees unless the amount of the deduction is required by state or federal law;

f. The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of the specified employees.

2. Any record that identifies a person's occupation of the specified employees other than statements required to include the disclosure of that fact under the campaign finance law.

B. Upon written request made and signed by a journalist, on or after December 16, 1999, the City employee responsible for the public record, having custody of the records shall disclose to the journalist the address of the actual personal residence of specified employee, and if specified employee's spouse, former spouse, or child is employed by a public office, the name and address of the employer of the specified employee. The request shall include the journalist's name and title and the name and the address of the journalist's employer and shall state the disclosure of the information sought would be in the public interest.

(5) "Information pertaining to the recreational activities of a person under the age of eighteen" is exempted from release and means information that is kept in the ordinary course of business by a public office, that pertains to the recreational activities of a person under the age of eighteen years, and that discloses any of the following:

A. The address or telephone number of a person under the age of eighteen or the address or telephone number of that person's parent, guardian, custodian, or emergency contact person;

B. The social security number, birth date, or photographic image of a person under the age of eighteen;

C. Any medical record, history, or information pertaining to a person under the age of eighteen;

D. Any additional information sought or required about a person under the age of eighteen for the purpose of allowing that person to participate in any recreational activity conducted or sponsored by a public office or to use or obtain admission privileges to any recreational facility owned or operated by a public office.

(6) Infrastructure and security records are exempted from release under the provisions of Ohio R.C. 149.433.

A. "Infrastructure record" means any record that discloses the configuration of a public office's critical systems including, but not limited to, communication, computer, electrical, mechanical, ventilation, water, and plumbing systems, security codes, or the infrastructure or structural configuration of the building in which a public office is located. "Infrastructure record" does not mean a simple floor plan that discloses only the spatial relationship of components of a public office or the building in which a public office is located.

B. "Security record" means either of the following:

1. Any record that contains information directly used for protecting or maintaining the security of a public office against attack, interference, or sabotage;

2. Any record assembled, prepared, or maintained by a public office or public body to prevent, mitigate, or respond to acts of terrorism, including any of the following:

a. Those portions of records containing specific and unique vulnerability assessments or specific and unique response plans either of which is intended to prevent or mitigate acts of terrorism, and communication codes or deployment plans of law enforcement or emergency response personnel;

b. Specific intelligence information and specific investigative records shared by federal and international law enforcement agencies with state and local law enforcement and public safety agencies;

c. National security records classified under federal executive order and not subject to public disclosure under federal law that are shared by federal agencies, and

other records related to national security briefings to assist state and local government with domestic preparedness for acts of terrorism.

(7) A record kept by a public office that is a security record or an infrastructure record is not a public record under Ohio R.C. 149.43 and is not subject to mandatory release or disclosure under that section.

A. Notwithstanding any other section of the Ohio Revised Code, a public office's or a public employee's disclosure of a security record or infrastructure record that is necessary for construction, renovation, or remodeling work on any public building or project does not constitute public disclosure for purposes of waiving division (g)(2) of this section and does not result in that record becoming a public record for purposes of Ohio R.C. 149.43.

(8) Information related to/and maintained in accordance with the Americans with Disability Act (ADA), the Family and Medical Leave Act (FMLA) and the Health Insurance Portability and Accountability Act (HIPAA) requires that qualifying personal medical information be kept separate from regular personnel information and maintained in a secured area. Such information may only be released to:

A. Supervisors and managers in order to provide information regarding work restrictions.

B. First aid or safety personnel if the disability would require treatment or procedures related to the disability.

C. Government officials investigating compliance with ADA, FMLA and HIPAA provisions.

D. With respect to Bureau of Workers' Compensation second injury funds or in compliance with workers' compensation laws.

E. To insurance companies which require medical exams to provide health or life insurance for the employee.

(h) Redacting Exempted Records/Procedure.

(1) "Redaction" means obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a "record" in Ohio R.C. 149.011.

(2) If a public record contains certain information that is exempt from the duty to permit public inspection or to copy the public record, the responsible City employee for the public record shall make available all of the information within the public record that is not exempt.

(3) When making that public record available for public inspection or copying that public record, the public office or the person responsible for the public record shall notify the requestor of any redaction or make the redaction plainly visible.

(4) Redaction shall be deemed a denial of a request to inspect or copy the redacted information, except if federal or state law authorizes or requires a public office to make the redaction.

(5) If a request is ultimately denied in part or in whole, the public office or the person responsible for the requested public record shall provide the requestor with an explanation, including legal authority, setting forth why the request was denied.

(6) The releasing employee shall then reproduce a copy of the page with the redactions; the resulting copy shall be the page that is released to the requester.

(7) The first reproduction page, with the original redactions made by the employee, is the work sheet. It shall be attached to the original record, and maintained in accordance with the retention period established for the original document.

(i) American with Disabilities Act (ADA) Compliance.

(1) The City and its employees shall facilitate all requests made by persons, regardless of handicap or disabilities. Employees authorized to release public records shall take all reasonable steps to ensure that no one is denied access to public information based on a handicap or disability.

(2) The City and its employees shall follow all standards and guidelines established by local, state and federal laws or mandates, as it pertains to the Americans with Disabilities Act and other applicable laws.

(j) Training and Education. In accordance with Ohio R.C. 149.43(E)(1) the City provides continuing education reference the City's obligations pursuant to Ohio R.C. Chapter 149 and all other appropriate local, state, and federal laws.

(k) Addendum A. "Public record" does not mean any of the following:

(1) Medical records;

(2) Records pertaining to probation and parole proceedings or to proceedings related to the imposition of community control sanctions and post-release control sanctions;

(3) Records pertaining to actions under Ohio R.C. 2151.85 and division (C) of Ohio R.C. 2919.121 and to appeals of actions arising under those sections;

(4) Records pertaining to adoption proceedings, including the contents of an adoption file maintained by the Department of Health under Ohio R.C. 3705.12;

(5) Information in a record contained in the putative father registry established by Ohio R.C. 3107.062, regardless of whether the information is held by the Department of Job and Family Services or, pursuant to Ohio R.C. 3111.69, the Office of Child Support in the Department or a child support enforcement agency;

(6) Records listed in division (A) of Ohio R.C. 3107.42 or specified in division (A) of Ohio R.C. 3107.52;

(7) Trial preparation records;

(8) Confidential law enforcement investigatory records;

(9) Records containing information that is confidential under Ohio R.C. 2710.03 or 4112.05;

(10) DNA records stored in the DNA database pursuant to Ohio R.C. 109.573;

(11) Inmate records released by the Department of Rehabilitation and Correction to the Department of Youth Services or a court of record pursuant to division (E) of Ohio R.C. 5120.21;

(12) Records maintained by the Department of Youth Services pertaining to children in its custody released by the Department of Youth Services to the Department of Rehabilitation and Correction pursuant to Ohio R.C. 5139.05;

(13) Intellectual property records;

(14) Donor profile records;

(15) Records maintained by the Department of Job and Family Services pursuant to Ohio R.C. 3121.894;

(16) Peace officer, firefighter, or EMT residential and familial information;

(17) In the case of a City hospital operated pursuant to Ohio R.C. Chapter 339 or a municipal hospital operated pursuant to Ohio R.C. Chapter 749, information that contains a trade secret, as defined in Ohio R.C. 1333.61;

(18) Information pertaining to recreational activities of a person under the age of eighteen;

(19) Records provided to, statements made by review board members during meetings of, and all work products of a child fatality review board acting under Ohio R.C. 307.621 to 307.629, other than the report prepared pursuant to Ohio R.C. 307.626;

(20) Records provided to and statements made by the executive director of a public children services agency or a prosecuting attorney acting pursuant to Ohio R.C. 5153.171 other than the information released under that section;
(21) Test materials, examinations, or evaluation tools used in an examination for licensure as a nursing home administrator that the Board of Examiners of Nursing Home Administrators administers under Ohio R.C. 4751.04 or contracts under that section with a private or government entity to administer;
(22) Records the release of which is prohibited by state or federal law;
(23) Proprietary information of or relating to any person that is submitted to or compiled by the Ohio venture capital authority created under Ohio R.C. 150.01;
(24) Information reported and evaluations conducted pursuant to Ohio R.C. 3701.072; and
(25) Financial statements and data any person submits for any purpose to the Ohio Housing Finance Agency or the controlling board in connection with applying for, receiving, or accounting for financial assistance from the Agency, and information that identifies any individual who benefits directly or indirectly from financial assistance to the Agency.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04; Ord. 68-07. Passed 10-8-07.)

167.04 SECURITY AND INFRASTRUCTURE RECORDS.

(a) A record kept by a public office that is a security record or an infrastructure record is not a public record in accordance with Section 149.433 of the Revised Code, and is not subject to mandatory release or disclosure.

(b) "Security record" means either of the following:
(1) Any record that contains information directly used for protecting or maintaining the security of a public office against attack, interference, or sabotage;
(2) Any record assembled, prepared, or maintained by a public office or public body to prevent, mitigate, or respond to acts of terrorism, including any part of the following:
A. Those portions of records containing specific and unique vulnerability assessments of specific and unique response plans either of which is intended to prevent or mitigate acts of terrorism, and communication codes or deployment plans of law enforcement or emergency response personnel;
B. Specific intelligence information and specific investigative records shared by federal and international law enforcement agencies with state and local law enforcement and public safety agencies;
C. National security records classified under federal executive order and not subject to public disclosure under federal law that are shared by federal agencies, and other records related to national security briefings to assist state and local government with domestic preparedness for acts of terrorism.

(c) "Infrastructure record" means any record that discloses the configuration of a public offices critical systems including, but not limited to, communication, computer, electrical, mechanical, ventilation, water, and plumbing systems, security codes, or the infrastructure or structural configuration of the building in which a public office is located Infrastructure record" does not mean a simple floor plan that discloses only the spatial relationship of components of a public office or the building in which a public office is located.

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(d) "Act of terrorism" means an act that is committed within or outside the territorial jurisdiction of this state or the United States, that constitutes a specified offense if committed in the state or constitutes an offense in any jurisdiction within or outside the territorial jurisdiction of the United States containing all of the essential elements of a specified offense, and that is intended to do one or more of the following:

(1) Intimidate or coerce a civilian population;
(2) Influence the policy of any government by intimidation or coercion;
(3) Affect the conduct of any government by the act that constitutes the offense.

(e) A record kept by a public office that is a security record or an infrastructure record is not a public record under Section 149.43 of the Revised Code and is not subject to mandatory release or disclosure under that section.

(f) Notwithstanding any other section of the Revised Code, a public officer or a public employee's disclosure of a security record or infrastructure record that is necessary for construction, renovation, or remodeling work on any public building or project does not constitute public disclosure for purposes of waiving number (5) of this section and does not result in that record becoming a public record for purposes of Section 149.43 of the Revised Code.

(g) Public access.

(1) All public records shall be promptly prepared and made available for inspection to any person at all reasonable times during regular business hours. Upon request, the city or person responsible for the-requested public records shall make copies available at cost, within a reasonable period of time. In order to facilitate broader access to public records, the City of Reynoldsburg shall maintain public records in a manner that they can be made available for inspection in accordance with this chapter.
(2) If any person chooses to obtain a copy of a public record the City of Reynoldsburg or person responsible for the public record shall permit that person to choose to have the public record duplicated upon paper, upon the same medium upon which the city or person responsible for the public record keeps it, or office or person responsible for the public record determines that it reasonably can be duplicated as an integral part of the normal operations of the city or person responsible for the public record When the person seeking the copy makes a choice under this chapter, the city or person responsible for the public record shall provide a copy of it in accordance with the choice made by the person seeking the copy.
(3) Upon request made in accordance with this chapter, the city or person responsible for public records shall transmit a copy of a public record to any person by United states Mail within a reasonable period of time after receiving the request for the copy. The city or person responsible for the public record may require the person making the request to pay in advance the cost of postage and other supplies used in the mailing.
(4) The City of Reynoldsburg shall adopt a policy and procedures that it will follow in transmitting within a reasonable period of time after receiving a request, copies of public records by United States Mail pursuant to this chapter.
(5) The City of Reynoldsburg limits the number of records requested by a person that the city will transmit by United States Mail to ten per month, unless the person certifies to the city in writing that the person does not intend to use or forward the requested records, or the information contained in them, for commercial purposes. For purposes of the division, "Commercial" shall be narrowly construed and does not include reporting or gathering

information to assist citizen oversight or understanding of the operation or activities of government, or educational research.

(6) The City of Reynoldsburg or person responsible for public records is not required to permit a person who is incarcerated pursuant to a criminal conviction or to juvenile adjudication to inspect or obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation or prosecution were an adult, unless the request to inspect or obtain a copy of the record is for the purpose of acquiring information that is subject to release as a public record under this section and the judge who imposed the sentence or made the adjudication with respect to the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justifiable claim of the person.

(7) Upon written request made and signed by a journalist on or after December 16, 1999, the city person responsible for public records, having custody of the records of the department employing a specific peace officer shall disclose to the journalist the address of the actual personal residence of the peace officer and, if the peace officer's spouse, former spouse, child is employed by a public office, the name and address of the peace officer t spouse, former spouse, or child, the request shall include the journalists name and title and the name and address of the journalists employer and shall state that disclosure of the information sought would be in the public interest

(8) As used in this section, "Journalist" means a person engaged in, connected with, or employed by any news medium, including a newspaper, magazine, press association, news agency or wire service, a radio or television station, or similar medium, for the purpose of gathering, processing, transmitting, compiling, editing or disseminating information for the general public.

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(h) REQUEST PROCESS. Requests for access for inspection and/or copies of public records maintained by the City of Reynoldsburg shall be directed to the office, department or function where the public record is maintained. Each office, department or function shall designated certain employees as authorized ito facilitate requests submitted by the public record is maintained. Each office, department or function shall designate certain employees as authorized to facilitate requests submitted by the public for inspection, copying or transmittal of public records.

(i) Any requests for inspection and/or copying of records maintained by the City of Reynoldsburg which are exempted by an act of law from inspection shall be directed to the Office of the City Attorney. Examples of exempted records are confidential law enforcement investigatory records, medical treatment information, municipal income tax returns, trial preparation records, probation records and any record the release of which is exempted by state or federal law.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

167.05 FEE SCHEDULE.

(a) Copies of letter/legal size document	For the first (1) to the twenty-fifth (25) copy, there shall be no charge to the requestor. For requests of twenty-six (26) to fifty (50) copies, there shall be a charge of five cents ($.05) per copy prorated back to the first copy. Requests made within this category shall not require an advance payment. For requests for fifty-one (51) or more copies, there shall be a charge of five cents ($. 05) per copy prorated back to the first copy. Requests made within this category shall require an advance payment.
Color Copies	$0.25 per sheet
Certified Copies	$1.00 per sheet
Computer Tapes	Actual Replacement or
Audio Tapes	reproduction costs
Video Tapes	
Computer Disks	
Photographs	
Negatives	
Maps, Prints	
Drawings	
Plats, Plans	

Other costs as allowed by O.R.C.

(b) Improper Disclosure. Persons improperly disclosing records, which have been clearly designated as confidential, may be subject to prosecution under Ohio R.C. 102.03(B) as well as other disciplinary action. Amendments. Proposed amendments to this policy section may be made by three members at any meeting of the Records Commission and then submitted to City Council for approval and codification.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

(c) Public Access. All public records shall be promptly prepared and made available for inspection to any member of the general public during regular business hours. Upon request, a person responsible for the requested public records shall make copies available at cost, within a reasonable period of time. In order to facilitate broader access to public records, departments will maintain public records in such a manner that they can be made available for inspection in accordance with Ohio R.C. 149.43(A)(4).

(d) Request Process. Any requested record which could be classified as a probation, trial preparation, confidential law enforcement investigatory or medical record shall be submitted to the City Attorney for review. If a classification is in doubt, it shall be submitted to the City Attorney for his opinion.

(e) Fee Schedule.

Copies of letter/legal size document	$.05/sheet
(Requests of four or more sheets)	
Payment in advance can be required when requests are made for more than 100 sheets.	
Certified copies	1.00/sheet

Blueprints, computer disks, computer tapes, computer printouts and audio cassette tapes will be charged at city's cost.

(f) Improper Disclosure. Persons improperly disclosing records, which have been clearly designated as confidential, may be subject to prosecution under Ohio R.C. 102.03(B) as well as other disciplinary action.

(g) Amendments. Proposed amendments to this policy may be made by three members at any meeting of the Records Commission and then submitted to City Council for approval and codification.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

(h) REQUEST PROCESS. Requests for access for inspection and/or copies of public records maintained by the City of Reynoldsburg shall be directed to the office, department or function where the public record is maintained. Each office, department or function shall designated certain employees as authorized ito facilitate requests submitted by the public record is maintained. Each office, department or function shall designate certain employees as authorized to facilitate requests submitted by the public for inspection, copying or transmittal of public records.

(i) Any requests for inspection and/or copying of records maintained by the City of Reynoldsburg which are exempted by an act of law from inspection shall be directed to the Office of the City Attorney. Examples of exempted records are confidential law enforcement investigatory records, medical treatment information, municipal income tax returns, trial preparation records, probation records and any record the release of which is exempted by state or federal law.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

Yes

should be removed not codified

167.05 FEE SCHEDULE.

(a) Copies of letter/legal size document	For the first (1) to the twenty-fifth (25) copy, there shall be no charge to the requestor. For requests of twenty-six (26) to fifty (50) copies, there shall be a charge of five cents ($.05) per copy prorated back to the first copy. Requests made within this category shall not require an advance payment. For requests for fifty-one (51) or more copies, there shall be a charge of five cents ($. 05) per copy prorated back to the first copy. Requests made within this category shall require an advance payment.
Color Copies	$0.25 per sheet
Certified Copies	$1.00 per sheet
Computer Tapes	Actual Replacement or
Audio Tapes	reproduction costs
Video Tapes	
Computer Disks	
Photographs	
Negatives	
Maps, Prints	
Drawings	
Plats, Plans	

Duplicate

Other costs as allowed by O.R.C.

(b) Improper Disclosure. Persons improperly disclosing records, which have been clearly designated as confidential, may be subject to prosecution under Ohio R.C. 102.03(B) as well as other disciplinary action. Amendments. Proposed amendments to this policy section may be made by three members at any meeting of the Records Commission and then submitted to City Council for approval and codification.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

(c) Public Access. All public records shall be promptly prepared and made available for inspection to any member of the general public during regular business hours. Upon request, a person responsible for the requested public records shall make copies available at cost, within a reasonable period of time. In order to facilitate broader access to public records, departments will maintain public records in such a manner that they can be made available for inspection in accordance with Ohio R.C. 149.43(A)(4).

(d) Request Process. Any requested record which could be classified as a probation, trial preparation, confidential law enforcement investigatory or medical record shall be submitted to the City Attorney for review. If a classification is in doubt, it shall be submitted to the City Attorney for his opinion.

(e) Fee Schedule.

Copies of letter/legal size document	$.05/sheet
(Requests of four or more sheets)	
Payment in advance can be required when requests are made for more than 100 sheets.	
Certified copies	1.00/sheet

Blueprints, computer disks, computer tapes, computer printouts and audio cassette tapes will be charged at city's cost.

(f) Improper Disclosure. Persons improperly disclosing records, which have been clearly designated as confidential, may be subject to prosecution under Ohio R.C. 102.03(B) as well as other disciplinary action.

(g) Amendments. Proposed amendments to this policy may be made by three members at any meeting of the Records Commission and then submitted to City Council for approval and codification.
(Ord. 57-93. Passed 4-26-93; Ord. 136-98. Passed 12-21-98; Ord. 70-04. Passed 6-28-04.)

Parks & Recreation Dept.
Chris Skidmore
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6878 Phone

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Amend Chapter 971--Municipal Parks

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

AN ORDINANCE TO AMEND, REMOVE, AND ADD SECTIONS OF CHAPTER 971 MUNICIPAL PARKS THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That various sections of Chapter 971 Municipal Parks; be and is hereby amended, removed and added to read as set forth in Exhibit A attached hereto and incorporated herein.

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

CHAPTER 971
Municipal Parks

971.01 Definitions
971.03 Park hours
~~971.05 Use of ball field lights~~
971.07 Scheduled events and activities
971.08 Program and facility fees and charges (Repealed)
971.09 Vehicles
971.11 Protection of natural and ecological environment
971.13 Animals
971.15 Personal conduct
971.16 Intoxicating liquor/controlled substances, harmful intoxicants
971.17 Power models and toy engine units
971.19 Firearms and weapons
971.21 Camping
971.23 Fires
971.25 Commercial activities
971.27 Erecting and attaching signs
971.29 Water activities
971.30 Littering
971.31 Fireworks and explosives
971.32 Pollution of Water
971.33 Prohibited activities
971.35 Employee exemptions
971.37 Ejection from the park
971.38 Approval by Council; Director's powers
971.99 Penalty

CROSS REFERENCES
Land appropriation for parks - see Ohio R. C. 715.21, 719.01
Parks and playgrounds - see Ohio R. C. Ch. 755
Power to regulate vehicle speed in parks - see Ohio R. C. 4511.07(E)
Parks and Recreation Board - see ADM. Ch. 159
Parks and Recreation Trust Fund - see ADM. 159.01

971.01 DEFINITIONS.

Whenever used in this chapter, the meaning of the following words and terms shall be as follows:

"Department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Director" shall mean the Director of the Parks and Recreation Department.

"Park" shall mean any land or water area owned, leased or otherwise controlled by the Department.

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"Commission" shall mean the Parks and Recreation Commission.

"Parks and recreation department" shall mean the City of Reynoldsburg, Parks and Recreation Department.

"Peace officer" shall mean a City of Reynoldsburg employee qualified to enforce the rules and regulations of the Department pursuant to Section 1545.13 Ohio Revised Code, and every other law enforcement officer of the City of Reynoldsburg, State of Ohio or of any political subdivision thereof, including, but not limited to, State Highway Patrolmen, Sheriffs, Deputy Sheriffs, Constables and Division of Wildlife Officers.

"Person" shall mean any individual, company, partnership, corporation, or association, or combination of individuals, or any employee, agent or officer thereof.

"Park waters" shall mean any lake, pond, stream, channel or other body of water, or any part thereof, whether natural or artificial, located in a park.

"Fish or fishing" shall mean taking or attempting to take fish by any method, and all other acts as placing, setting, drawing or using any device commonly used to take fish whether resulting in such taking or not.

"Animal or animals" shall mean quadrupeds, birds, fish, reptiles, amphibians and insects.

"Motor vehicle" shall mean any vehicle propelled or drawn by power other than muscular power.

"Vehicle" shall mean everything on wheels.

"Watercraft" shall mean any vessel designed for navigation or water, including, but not limited to any rowboat, sailboat or motorboat.

"Motorboat" shall mean any watercraft propelled by any mechanical device, electric motor, or internal combustion engine.

(Ord. 37-03. Passed 5-27-03.)

971.03 PARK HOURS.

All City parks shall be open to the public from 6:00 AM-9:30 PM ~~except for publicly lighted areas shall be closed to the public between 11:00 p.m. and 5:00 a.m. the following morning, unless prior permission to use or occupy a park during such hours has been obtained from the .~~.

(Ord. 37-03. Passed 5-27-03.)

~~971.05 USE OF BALL FIELD LIGHTS.~~

~~Lights which illuminate a ball field in any City park shall not be used between 10:30 p.m. and sunrise the following morning, unless permission for extended use is given by the Mayor.~~

~~(Ord. 37-03. Passed 5-27-03.)~~

971.07 SCHEDULED EVENTS AND ACTIVITIES.

(a) No person shall schedule a public event in a park without written authorization of the Director.

(b) Parks and Recreation Department events and programs have priority over any other.

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(c) Events and activities that are not scheduled in advance with the Parks and Recreation Department are subject to cancellation by the Department.

(d) Exclusive use of some parks or recreational facilities may require payment of a fee and proof of insurance.

(e) An organization utilizing a park or recreational facility for a reserved or scheduled function shall, as a condition of the reservation and scheduling, be responsible for providing adequate control and supervision over members and guests utilizing the parks or recreation facility. Organizations scheduling and reserving recreational facilities are thereby also insuring that the park or recreational facility used is not damaged by the use of their members and guests at the function. Upon notice and hearing before the Mayor or Hearing Officer designated by him/her, if it is determined that, by the exercise of adequate control and supervision, the organization could have prevented the violation or damage or substantially decreased the likelihood of same occurring, the Mayor or Hearing Officer may thereafter refuse to schedule or reserve a park or recreational facility for the organization for a maximum period of 18 months.

(f) Actual games will have scheduling priority over practice sessions and scrimmages.

(g) All organizations and teams are required to submit complete rosters of all participants with name, address and phone number. Failure to do so will result in not being put on the schedule. ~~Priority in scheduling will always be given to teams with a majority of its members and coaches living in the Reynoldsburg City School District.~~

(h) The Parks and Recreation Department will make its best effort to get organizations scheduled into a slot that will work for them.

(i) The Department will mow the turf associated with the rental (i.e. outfield, soccer field, etc.) and drag the infield of a baseball/softball diamond ~~provide all preparation and maintenance as are typical for the use of~~ the field unless otherwise agreed upon. Additional work may require additional payment by the user.

(j) The organization must provide the Department with their request for field usage. The request will include the following:

(1) Name of the organization/team.

(2) Contact person(s) with home address and phone number.

(3) Complete roster with verifiable addresses and phone numbers for each member of the organization/team.

(4) Field(s) requested and the park that fields are located in if known.

(5) Days and times requested.

(k) The organization/team will be required to sign a field use agreement outlining the responsibilities of the organization/team and the Department.

(l) No user fee is charged for the following:

(1) Any City of Reynoldsburg sponsored function.

(2) Scheduled functions of the Reynoldsburg City Schools.

(3) ~~Reynoldsburg sports organizations utilizing the fields for Reynoldsburg teams including but not limited to: RSA, RYF.~~

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~~(4) To be considered a Reynoldsburg team or organization it must have no less than 75% of the active roster participants living within the Reynoldsburg City School District and have 501(c)(3) status.~~

~~(m) $25 fee per field per day for the Fourth of July weekend Firecracker Softball Tournament.~~

~~(n) $70 fee per field per day for the following:~~

~~(1) Appropriate tournaments for the purpose of raising money for an individual Reynoldsburg team.~~

~~(2) Appropriate camps sponsored by a non-profit agency targeting only Reynolds burg kids.~~

~~(3) Leagues or tournaments operated by a local company for its employees who are paying the 1.5% City of Reynoldsburg income tax.~~

(~~4~~) A minimum of $~~500,000~~ $1,000,000 liability insurance is required for any event in this category. Named as additional insured on the certificate will be the City of Reynoldsburg, its agents, officers, employees and volunteers. This certificate must be provided to the City of Reynoldsburg for review no less than 30 days prior to the event.

~~(o) $100 fee per field per day for the following:~~

(~~1) Non-Reynoldsburg teams or organizations.~~

~~(2) Appropriate camps sponsored by a for-profit company targeting only Reynoldsburg kids.~~

~~(3) Any commercial programs running camps or tournaments for profit and open to anyone.~~

~~(4) Private companies or organizations or individuals from outside the City of Reynoldsburg utilizing fields for the exclusive use of themselves, their employees or others related to the company.~~

~~(5) A minimum of $500,000 liability insurance is required for any event in this category. Named as additional insured on the certificate will be the City of Reynoldsburg, its agents, officers, employees and volunteers. This certificate must be provided to the City of Reynoldsburg for review no less than 30 days prior to the event.~~

~~(p) Use of lighted fields will have an additional daily charge of $40 for the first field and $20 for each additional field used at the same time. Lights will be turned off no later than 10:30 p.m.~~

(~~q~~ 5) ~~Additional fees may be levied for extra work including but not limited to: any concession operations, drying of fields using staff and materials, or repairing excessive damage to the facility caused by the use of the organization.~~

(Ord. 37-03. Passed 5-27-03; Ord. 50-04. Passed 5-10-04.)

971.08 PROGRAM AND FACILITY FEES AND CHARGES. (REPEALED)

(EDITOR'S NOTE: Section 971.08 was repealed by Ordinance No. 30- 13, passed May 28, 2013.)

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971.09 VEHICLES.

(a) Driving in permitted areas. No person shall operate a vehicle except on and within the ~~paths and~~ roads provided for such vehicles.

(b) Barricades. No person in a park shall drive around, cause to be moved, or damage any barricade or barrier so placed to temporarily or permanently close a road to traffic.

(c) Speed. No person in a park shall operate a motor vehicle at a speed greater than 15 miles per hour in a park or recreational facility.

(d) Parking. No person shall park any vehicle except in places designated for this purpose. All vehicles must park as directed.

(e) After hours parking. No person shall leave a vehicle in a park during the hours when a park is closed.

(f) One-way roads. No person in a park shall drive a vehicle on a road or path in the direction other than that indicated by the traffic signs.

(g) Trucks. No person in a park shall drive a truck, tractor, or other vehicle, which is at that time used for transportation of goods or material, without a permit from the Director.

(h) Load limits. No person shall operate, move, park, or locate a vehicle, or combination of vehicles, having a gross load capacity in excess of three-fourths of a ton in a park or recreational facility unless the prior approval of the Department of Parks and Recreation is obtained.

(i) Safety. No person shall drive or propel any vehicle along or over any park road in a reckless manner without due regard for the safety of pedestrians and drivers and all other occupants of any vehicle.

(j) Impounding vehicles. Vehicles in parks in violation of these Rules and Regulations shall be removed or caused to be removed by peace officers to a location, in or outside of the park where the same may be kept until owners, or their authorized representative, obtain an order from the Director or his/her agents releasing such vehicles to the owners thereof, or their authorized representatives.

(k) No person in a park shall intentionally accelerate a motor vehicle causing the rubber to mark park roadway surfaces.

(l) No person shall park any motor vehicle or other means of conveyance, walk, or trespass upon any area during the hours when a park is closed except by a permit from the Director.

(m) No person who is not handicapped or operating a motor vehicle to transport a handicapped person shall stop, stand, or park any motor vehicle at specifically designated locations provided for the handicapped.

(n) No person shall drive or propel any vehicle along or over any park road without complying with all traffic signs and posted regulations.

(o) No person shall operate any motorized vehicle along any path, walking path, bikeway or skate park without authorization of the Director.

(p) No person, except in an emergency, shall repair a vehicle in any park.

(q) No person shall change oil, wash, wax, polish or otherwise clean any vehicle, in any park.

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(r) No person shall operate a snowmobile upon or over any area administered by the department except in those areas so designated.

(s) No person shall operate any vehicle upon the frozen surface of any waterway.

(Ord. 37-03. Passed 5-27-03.)

971.11 PROTECTION OF NATURAL & ECOLOGICAL ENVIRONMENT.

(a) No person shall injure, deface, disturb, or damage in any manner any part of the park property or part thereof, which is owned, leased, or otherwise controlled by the Parks and Recreation Department; nor shall any trees, shrubs, wildflowers or other plants, animals, fossils or minerals be removed, injured or destroyed.

(b) Special exceptions to the above may be permitted for the purposes of scientific research, if approved guidelines are followed and collecting of natural minerals, plants and animals is authorized by written permit of the Director.

(c) Exceptions to the above could also be made for removal of non-native (alien or exotic) species and trees that present a clear and unacceptable risk as determined by the department personnel and for general accepted land management practices.

(d) No person shall install or plant any materials except with a permit from the Director.

(e) No person shall climb or rappel any rock escarpment or other natural features.

(f) No invasive species to be planted as per federal and state guidelines.

(Ord. 37-03. Passed 5-27-03.)

971.13 ANIMALS.

(a) No person in the confines of the park shall hunt, pursue with dogs, trap, molest, harm harass, injure or disturb wild animals or take wild birds or animals, or therein rob or molest any bird nest or take the eggs of any bird found in the confines of the park.

(b) Special exceptions to trapping of wild animals may be permitted for the purposes of scientific research, if approved guidelines are followed; including use of humane live trapping methods and release of the animals, and the trapping is authorized by written permit of the Director.

(c) Trapping and removal of non-native or nuisance animals to preserve native wildlife, habitats or the safety of park visitors may be accomplished by park personnel or individual(s) designated by the Parks and Recreation Director .

(d) No person in a park shall fish in park waters in violation of any sign or signs prohibiting fishing.

(e) No person in a park shall hunt fish with a crossbow.

(f) Unless otherwise permitted by State law, no person shall use or possess a firemarm or crossbow on the premises of any park owned by the City of Reynoldsburg, except a peace officer or person authorized by the Division of Police of Reynoldsburg ~~No person in a park shall have in his/her possession or shoot a crossbow or firearm except a peace officer or persons authorized by the Division of Police of Reynoldsburg.~~

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(g) No person in a park shall ride a horse, mule, donkey, cattle, or other animal, in the park without the specific written permission of the Director.

(h) No person shall bring into, have, or keep in the park, any animal destructive of wildlife, nor shall any person bring into or permit within the park a domestic dog or domestic cat unless such is under constant control and supervision and held on a leash no longer than six feet in length.

(i) No person shall fail to remove feces of animals they own which have defecated in a park or recreational facility.

(j) This section does not assure admittance of park visitors with their pets to such locations and at such times as may conflict with the Board of Health requirements or preservation of public safety and order within the park.

(k) No person being the owner or having charge of a dog, cat or other animal shall permit the dog, cat or other animal to be present in areas designated or posted as play areas or playgrounds within a park or recreational facility.

(l) The City of Reynoldsburg shall have the right to impound or destroy a feral or diseased animal.

(m) The Parks and Recreation Department may house non-domesticated animals on park grounds as an exception to the provisions of Chapter 505 of the Codified Ordinances of the City of Reynoldsburg so long as such animals are secured to ensure they are not able to traverse by ground or air at large.

(Ord. 37-03. Passed 5-27-03.)

971.15 PERSONAL CONDUCT.

(a) No person in or adjacent to a park shall conduct himself/herself by word or by act, in a riotous, disorderly, boisterous, threatening or other manner so as to disturb the peace and good order of the park.

(b) No person shall use any sound amplification device audible more than 20 feet from the device without specific written permission from the Director. No speaker, amplifiers, or similar equipment shall be displayed outside of a vehicle.

(c) No person shall remain within the park that does not abide by conditions adopted ~~and posted~~ by the Department for the preservation of good order and the protection of property within the park; and no person shall remain within the park who does not abide by the instructions of a duly authorized peace officer or Department staff member in the lawful performance of their duties. Any person directed by a peace officer or Department staff member shall do so promptly and peaceably.

(d) No person shall obstruct, resist, or engage in disorderly conduct toward a peace officer or Reynoldsburg Parks and Recreation Department staff member in and during the lawful performance of his/her duties.

(e) No person in the park shall willfully assault or commit bodily injury upon another or engage in or abet or aid in any fight, quarrel, or other disturbance.

(f) No person or groups of persons shall assemble in or adjacent to a park for any unlawful purpose or riotous assemblance or with intent to annoy, harass, or inflict

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property damage or bodily injury upon another person or persons or inflict damage to a park.

(g) No person in a park shall solicit or attempt to solicit another to engage in an act of sex perversion or solicit or request another to commit, perform or engage in any lewd, lascivious, obscene, or indecent act or behavior.

(h) No person with the intent to do so shall willfully interfere with, disrupt, or prevent the conduct of any recreational program event or activity conducted by or having been scheduled through the Department at a park or recreational facility.

(i) No person shall enter restrooms designated for the opposite sex unless necessary for maintenance, service or safety reasons.

(j) No person shall use any form of tobacco or electronic nicotine delivery systems in City-owned parks or outdoor facilities used or operated by the Parks and Recreation Department. Tobacco and nicotine free zones shall be established by placing appropriate signage as determined by the Director or his/her designee.

(k) No person, without permission, shall enter a clearly marked work zone of tree removal or maintenance.

(l) No person, without permission, shall enter a clearly marked work zone where pesticides or herbicides are being applied or during a time period following the application of pesticides or herbicides necessary to ensure the safety of the public.

(Ord. 37-03. Passed 5-27-03; Ord. 146-17. Passed 12-11-17.)

971.16 INTOXICATING LIQUOR/CONTROLLED SUBSTANCES, HARMFUL INTOXICANTS.

(A) No person shall knowingly possess with the purpose to consume any liquor or beer, as defined in Ohio R.C. Chapter 4301, while being in or upon any park.

(B) For the purposes of subsection (A) of this section, any person found in or upon any park and in possession of any liquor or beer is presumed to knowingly possess the liquor or beer with the purpose to consume such.

(C) Subsection (A) of this section shall not apply to the following locations:

(1) The following parks: Civic Park, Huber Park, JFK Park, Livingston House, Pine Quarry Park, when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.

(2) Certain enclosed, public rental shelter houses and/or facilities when the possession, sale and/or consumption of liquor or beer is permitted by written authorization from the director of the recreation and parks department.

(D) The possession, sale and/or consumption of liquor or beer, when permitted by subsection (C), shall be in compliance with all applicable laws pertaining thereto and with any recreation and parks department administrative rules. Failure to comply with any laws or administrative rules shall be sufficient grounds for immediate revocation of permit.

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(E) No person shall, without the written authorization provided by subsection (C), sell or offer for sale any intoxicating liquor or alcoholic beverage upon the grounds of any park owned and operated by the City.

~~(a) No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage.~~

(~~b~~F) No person in a park shall be intoxicated or under the influence of any intoxicating liquor or alcoholic beverage.

(~~c~~ G) Except as permitted by the Director of the Parks and Recreation Department under this Section, no person in a park shall consume, possess or display the presence of any alcoholic beverage in any park owned by the City of Reynoldsburg. ~~No person in a park shall consume, possess or display the presence of any alcoholic beverage in a park.~~

(~~d~~ H) No person in a park shall unlawfully sell, or offer for sale or posses any type of narcotic drug, opiate, or hallucinogen, or any equipment for administering such drugs, opiates or hallucinogens or any dangerous drugs or controlled substances.

(Ord. 37-03. Passed 5-27-03.)

971.17 POWER MODELS, TOY ENGINE UNITS AND DRONES.

(A)No person in or adjacent to a park shall operate any engine powered model or toy airplane or solid fuel rocket, without the written authorization of the Director. Such Director has the discretion of determining whether or not authorization should be given based on the other activities in the area and whether or not the operator has the necessary licensing.

(B) No written authorization shall be given for recreational drone activity in, on, or in the air space above a park owned and operated by the City of Reynoldsburg if such drone is required to be registered with the Federal Aviation Administration under the FAA Reauthorization Act of 2018 (or as may be periodically amended)

(1) If an owner or operator of a recreational drone obtains written authorization as provided in Subsection (A), such owner shall not fly the drone above 400 feet above ground level, outside the visual line of sight for the operator, over any group of people, and not within any controlled airspace.

(2) "Recreational drone activity" shall be defined as the operation of any unmanned aircraft that is operated remotely for the purpose of recreation and not for any pecuniary benefit.

(i)

(Ord. 37-03. Passed 5-27-03.)

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971.19 FIREARMS & WEAPONS.

(a) Unless otherwise permitted by State law, no person, except a police officer, shall possess or discharge a firearm, deadly weapon, dangerous ordnance, air rifle, slingshot or missile throwing device.

(b) Firearms, bows and arrows, knives, air or gas guns, missiles, slingshots or other missile throwing devices or any snares or traps brought into a park may be confiscated by peace officers.

(c) Affirmative defenses to a violation of division (a) hereof are self defense, the discharge of official duty, when otherwise authorized by law, when participating in a city sponsored Parks and Recreation program or a competition event approved by the Director of Public Safety and, if the event is to be held in municipal park, the Director of Parks and Recreation.

(Ord. 37-03. Passed 5-27-03.)

971.21 CAMPING.

No person shall establish or maintain any camp or other temporary lodging place or sleeping place, within the park, without the specific written permit from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.23 FIRES.

(a) No person shall start a fire in the park except small fires for cooking purposes in park grills.

(b) The Director may at his/her discretion prohibit fires ~~or smoking~~ for limited periods at any location or for any purpose when necessary for the protection of the park.

(c) The Director may provide written authorization for ceremonial or other open fires for special events or programs. The fire department for the area may require a permit to be issued for said fire.

(d) All fires shall be properly contained and extinguished by the person or persons starting or using the same before leaving the immediate vicinity of the fire.

(e) No person shall collect wood in a park for any purpose.

(f) No person shall place portable stoves or grills in shelters or on combustible picnic tables.

(g) No person shall deposit burning material or hot ashes on grass or plants, or in refuse containers.

(Ord. 37-03. Passed 5-27-03.)

971.25 COMMERCIAL ACTIVITIES.

(a) No person in a park shall sell or offer for sale any article, privilege, or services unless such sales or offer is pursuant to a contract with the Department.

(b) No person in a park shall beg, peddle, or solicit for money, a privilege or service.

(c) No park shall be used for commercial purposes except with a permit from the Director.

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(Ord. 37-03. Passed 5-27-03.)

971.27 ERECTING AND ATTACHING SIGNS.

~~No person shall erect a sign or attach a sign to property owned or controlled by the Department, nor shall any person display any placard, notice advertisement, circular, banner, or statement of kind other than a permanent sign on a vehicle without the written consent of the Director.~~

(a) No person shall expose, distribute, erect or place any sign, handbill, pamphlet, advertisement, circular, notice or statement and no person shall display any banner, emblem or design for the purpose of promoting commercial activity within any park without a permit issued by the director. The purpose of this section is not to prohibit or inhibit the expression of speech on public property but rather to prohibit litter within the park facilities and to preserve the aesthetic nature of the parks.

(b) Vessels and motor vehicles with semipermanent or permanent painted or installed signs are exempt, as long as they are used for authorized recreational activities only and comply with all other rules and regulations pertaining to vessels and motor vehicles.

(Ord. 37-03. Passed 5-27-03.)

971.29 WATER ACTIVITIES.

No person shall place any boat, canoe, raft or watercraft of any type upon or in a lake, pond, stream or other waters within the boundaries of the park without specific written permission from the Director.

(Ord. 37-03. Passed 5-27-03.)

971.30 Littering, importing of rubbish and trash prohibited and pet owner(s) responsibility.

(A) No person shall leave, place or dispose of in any manner leaves, grass clippings, garbage, peelings of vegetables or fruit, waste, refuse, rubbish, ashes, can(s), bottle(s), wire, paper carton(s), box(es), motor vehicle or bicycle or wagon parts, furniture, glass, oil, sewage, anything of an unsightly or unsanitary nature under or upon the parks except in a receptacle designated for that purpose.

(B) No person shall import into any area administered by the department from another place any substance described in subsection (A) of this section.

(C) No pet owner shall fail to clean up after their pets by collecting and removing feces from park or reservoir property. Pets shall include dogs, cats, or other animals whose owners knowingly bring them into park or reservoir property.

(D) Section 971.30(C) does not apply to the owner of or person in charge of an animal where that animal is assisting a blind or handicapped person and defecates on property, and such person either is unaware of that fact or is unable to comply with Section

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971.30(C). Section 971.30(C) does not apply to law enforcement personnel in charge of an animal which is assisting such personnel in the performance of official duties.

971.31 FIREWORKS AND EXPLOSIVES.

(a) No person in a municipal park shall have in his/her possession or ignite any fireworks.

(b) No person in a municipal park shall have in his/her possession or detonate any explosives or explosive devices.

(c) All fireworks displays shall be governed by and must comply with Chapter 3743 of the Ohio Revised Code and the penalties for any violations of Chapter 3743 are to be in accordance with Ohio Revised Code Section 3743.99.

(Ord. 37-03. Passed 5-27-03.)

971.32 POLLUTION OF WATER.

No person shall place or permit to be placed in any waterway any noxious or deleterious material or any material which may affect the use or enjoyment of such waters for recreational or other park uses.

971.33 PROHIBITED ACTIVITIES.

(a) No person in a park shall operate an all-terrain vehicle, air balloon, hang glider, or metal detector.

(b) No person in a park shall operate a snowmobile, engage in sledding skiing or ice skating except in areas and times designated by the Director.

(c) Gambling is prohibited unless approved by the director and pursuant to Ohio R.C. Chapter 2915.

(d) No person shall hit a golf ball or practice golf .

(Ord. 37-03. Passed 5-27-03.)

971.35 EMPLOYEE EXEMPTIONS.

(a) Acts of employees of the City, to the extent necessary for the performance of their authorized duties shall be exempt from the provisions of these Rules and Regulations.

(b) The Director may from time to time designate a Department staff member or members to exercise any authority permitted him under these Rules and Regulations.

(Ord. 37-03. Passed 5-27-03.)

971.37 EJECTION FROM THE PARK.

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(a) Peace officers and Department staff members may order any person violating any of the provisions of these Rules and Regulations to leave the park and no person shall fail to obey such orders.

(b) Any person repeatedly violating rules and regulations may lose the privilege of entering a park for a period of time as designated by the Director therein.

(Ord. 37-03. Passed 5-27-03.)

971.38 APPROVAL BY COUNCIL; DIRECTOR'S POWERS.

The Parks and Recreation Director shall announce his/her intention to act pursuant to and under the authority granted by Section 6.08 of the Charter by filing notice with the Clerk of Council. Any such action shall become effective upon the filing of such notice and shall remain in effect unless disapproved by a resolution of Council within thirty days from the first committee meeting that is held, after the filing of notice with the Clerk of Council. The powers of the Director of Parks and Recreation shall not be limited by the specific enumeration of subjects contained in this chapter.

(Ord. 15-12. Passed 3-12-12; Ord. 30-13. Passed 5-28-13.)

971.99 PENALTY.

(a) Whoever violates Sections 971.11(a), 971.15(g), and 971.23(a) shall be guilty of a misdemeanor in the third degree.

(b) Whoever violates Sections 971.15(e) and 971.19(a) shall be guilty of a misdemeanor in the first degree.

(c) Whoever violates Sections 971.08 through 971.15(a) or 971.16(b) shall be guilty of a minor misdemeanor except as specified in Section 509.03(e)(2).

(d) Whoever violates section 971.15(f) shall be subject to the penalties specified in Section 509.011(b).

(e) Whoever violates Section 971.16(d) shall be subject to the penalties specified in Section 513.03(c).

(f) Whoever violates Section 971.09(m) shall be subject to the penalties specified in Section 351.04(m).

(g) Violations of any section of Chapter 971 shall be a minor misdemeanor or cause for ejection from the park unless otherwise specified in Section 971.99.

(Ord. 37-03. Passed 5-27-03.)

DRAFT

Attachment: 971 Ord. DRAFT Proposed Changes Bauman_Shook.docx (Amend Chapter 971 Municipal Parks)

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	This legislation is to require residential landlords in the City of Reynoldsburg to provide their tenants alternatives to the traditional security deposit (a payment equal to one month's rent, due at lease signing). Those alternatives include (1) payment of the full security deposit, but split-up into eleven, monthly installments, (2) a reduced security deposit, but split-up into 6 monthly installments (no more than 60% of the monthly rent), or (3) providing rental security insurance this option applies (only to landlords who own and control more than 10 rental units).

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

AN ORDINANCE TO ESTABLISH CHAPTER 701 LANDLORD-TENANT RELATIONSHIPS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg desires to provide its residents with affordable options for the payment of security deposits to landlords for the lease of residential property; and

WHEREAS, the City of Reynoldsburg recognizes that the payment of a full security deposit along in addition to the full amount of monthly rent for residential lease significantly limits the available housing options for low-income renters; and

WHEREAS, the Council of the City of Reynoldsburg finds that legislation requiring residential landlords to provide tenants with alternatives to a traditional security deposit will alleviate barriers to residential housing for low-income residents.

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

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

Section 1. That Chapter 701 Landlord-Tenant Relationships be and is hereby enacted as set forth in Exhibit A.

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

CHAPTER 701
LANDLORD-TENANT RELATIONSHIPS

§ 701.01 Purpose and Construction

A. The purpose of this Chapter is to improve the condition of residential housing in the City of Reynoldsburg and to promote equitable relationships between landlords and tenants.

B. If any of the provisions of this Chapter shall conflict with the laws, rules, and regulations of the United State or the State of Ohio, such federal or state laws, rules, and regulations shall govern.

§ 701.03 Definitions

A. "Landlord" means the owner of a rental unit.

B. "Rental agreement" means any contract or lease, whether written, oral, or implied by operation of law, for the rental of the rental unit.

C. "Rental unit" means the whole or part of a building including common areas used by a person for living dining, cooking, sleeping, and sanitation purposes owned or controlled by another, under an agreement for the periodic payment of rent.

D. "Security deposit" means any deposit of money or other property however denominated whose primary function is to secure the performance of the tenant under a rental agreement.

E. "Residential Tenant" means an occupant of a rental unit other than an owner or operator.

§ 701.21 Renter's Choice

A. All Landlords who own or control more than ten (10) Rental Units located with the municipal boundaries of the City of Reynoldsburg and who require a Security Deposit shall offer to accept at least one of the three options set forth below in lieu of the required Security Deposit:

1. Rental security insurance that satisfies the following criteria

    a. The insurance provider is an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance; and

    b. The insurance must permit the payment of premiums on a monthly basis, unless the tenant selects a different payment schedule; and

    c. The coverage is effective upon the payment of the first premium and remains effective for the entire lease term; and

d. The coverage provided per claim is no less than the amount the landlord requires for Security Deposits.

2. Payment of the Security Deposit over the period of no less than six (6) equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payments in a single transaction, absent separate agreement by the landlord and tenant; or

3. Payment of a reduced Security Deposit, which amount shall be nor more than fifty percent (50%) of the monthly rental rate charged for the subject rental unit.

B. Prior to entering into a Rental Agreement, a Landlord shall provide written notice to a prospective Tenant of the available options provided in Section 701.21(A)(1-3).

C. If there is no rental security insurance available, which meets the criteria of Section 701.21(A)(1), within the City of Reynoldsburg, a Landlord shall satisfy the obligations of this Section by offering, at the option of the Landlord, one of the rental Security Deposit alternatives provided in Section 701.21(A)(2-3).

D. This Section shall not apply to any Security Deposit placed with a Landlord to secure the availability of a Rental Unite more than sixty (60) days prior to the commencement of the rental period.

E. A Tenant who chooses to provide rental security insurance in lieu of a security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.

F. The provisions of this Section shall apply to any Residential Lease that is executed or renewed after the effective date of this subsection.

§ 701.99 Enforcement

A. Upon the failure of any Landlord to comply with this Chapter, the Landlord shall be liable for damages in favor of the Residential Tenant in the amount of not less than One Hundred Dollars ($100.00) and not more than Five Hundred Dollars ($500.00) for each violation, together with reasonable attorney fees.

B. Upon the failure of any Landlord to comply with this Chapter, the Residential Tenant may enforce such provisions in the appropriate Municipal Court or Court of Common Pleas. The Court may grant such appropriate relief, including by injunction, restraining order, and/or by imposing damages, costs, and attorney fees as set forth in Section 701.99(A).

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**AT&T Small Cell Easement**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

An Ordinance Granting an Easement to The Ohio Bell Telephone Company (AT&T Ohio) for the Placement of a Small Cell Tower on 0.09 Acre City-Owned Tract Known as Parcel #060-000215-00

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

SECTION 1. That the Mayor be and is hereby authorized to grant to The Ohio Bell Telephone Company, dba AT&T Ohio, an Ohio Corporation, a utility easement for the placement of a small cell tower on a 0.09 acre city-owned tract known as parcel number 060.000215-00.

See Exhibit "A" hereto and made a part hereof.

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

NON-EXCLUSIVE UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Reynoldsburg, a municipal corporation, (hereinafter referred to as "Grantor), for One Dollar ($1.00) and other good and valuable consideration paid by The Ohio Bell Telephone Company dba AT&T Ohio, an Ohio Corporation ("Grantee") the receipt of which is hereby acknowledged, does hereby grant to Grantee, its affiliates and licensees, successors and assigns forever, a non-exclusive easement in , under, over, and upon and across the Easement Area (described in Exhibit B attached hereto), for the purpose of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used, including, but not limited to, messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property (described in Exhibit A attached hereto) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

See Legal Description attached hereto as Exhibit "A" and incorporated herein.

Common known as 7342 East Main Street, Reynoldsburg, Franklin County, Ohio

Prior Instrument reference number: 201504080044466
Recorder's Office, Franklin County, Ohio

Parcel I.D. Number: 060-000215-00

The Grantee shall indemnify and save harmless the owners of said property from any and all damages to said property or persons by reason of the location, construction, installation, of maintenance of said company's equipment on said property.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

The Grantee hereby agrees to restore all property disturbed by its activities in the use of the easement to the condition existing prior to the disturbance.

The Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

The Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

IN ACKNOWLEDGEMENT WHEREOF, Joe Begeny, Mayor of the City of Reynoldsburg, Grantor, has caused this instrument to be executed and subscribed this _____ day of_____, 2021.

_____
Joe Begeny
Mayor of the City of Reynoldsburg
Grantor

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____day of _____, 2021, before me, the subscriber, a Notary Public in and for said county and state, personally came Joe Begeny, Mayor of Reynoldsburg , who acknowledged the signing thereof to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public

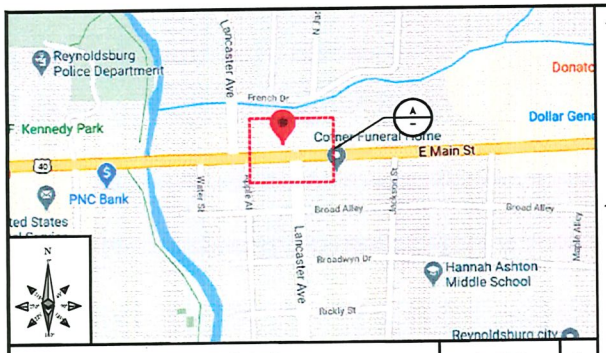
Instrument Prepared by Christopher M. Shook, Reynoldsburg City Attorney
7232 East Main Street, Reynoldsburg, Ohio 43068

EXHIBIT A

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

Beginning at the southeast corner of Lot No. Fourteen (14) in said City of Reynoldsburg, thence west with the south line of said Lot, Twenty-one and one-half (21 ½) feet; thence north one hundred and twenty eight and one half (128 ½) feet; thence east twenty-one and one half (21 ½) feet; thence south one hundred and twenty eight and one-half (128 ½) feet to the place of beginning. Being the same premises conveyed to Truro Lodge No. 411, Independent Order of Odd Fellows by David Graham and David Lindsay Graham and their wives by deed dated March 30th A.D. 1875.

tabbles B



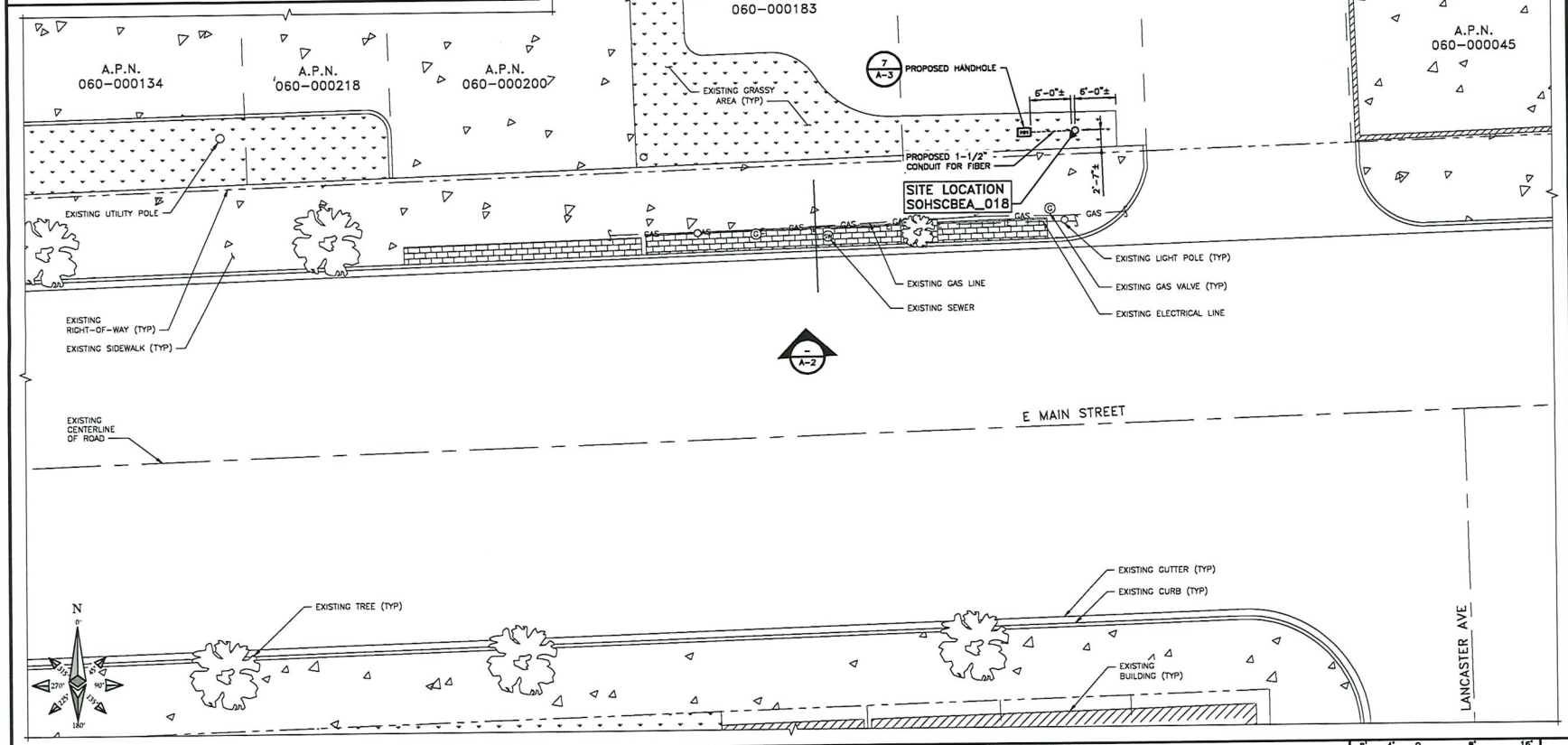
SITE PLAN MAP | NO SCALE | 1

NOTES:

1. CONTRACTOR TO PERFORM UNDERGROUND UTILITY LOCATES 48 HOURS PRIOR TO ANY EXCAVATION WORK.
2. PLACEMENT OF PROPOSED HAND HOLE RELATIVE TO THE NODE POLE IS FOR EXAMPLE ONLY. FINAL PLACEMENT TO BE DETERMINED FOLLOWING COMPLETION OF UTILITY LOCATES IN THE FIELD AT TIME OF CONSTRUCTION.
3. UNDERGROUND FACILITIES SERVING THIS INSTALLATION ARE PENDING DESIGN AND WILL BE MANAGED UNDER A SEPARATE SUBMISSION / PERMIT.
4. UNDERGROUND CONDUITS SHALL MEET MINIMUM COVER REQUIREMENT PER NEC TABLE 300.5

THIS DRAWING IS NOT A SITE SURVEY

THE PURPOSE OF THIS DRAWING IS TO SHOW HOW THE DEVELOPED SITE RELATES TO THE PARENT PARCEL AND ADJACENT PROPERTIES. R.O.W. MEASUREMENTS ARE APPROXIMATIONS.



OVERALL SITE PLAN | A

at&t

700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH

6800 W. 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

SOHSCBEA_018

PACE ID: MROWP037992
USID: 256840
FA#: 14865267
PICO SMALL CELL

7338 E MAIN ST
REYNOLDSBURG, OH 43068

SCOPE OF WORK

AT&T WIRELESS PROPOSES A NEW WIRELESS INSTALLATION ON A PROPOSED METAL POLE. THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL (1) NEW 28'-0" POLE (BY OTHERS)
- INSTALL (1) CANISTER ANTENNA
- INSTALL (1) ANTENNA MOUNT
- INSTALL (3) RADIO UNITS IN EQUIPMENT SHROUD
- INSTALL (1) METER SOCKET
- INSTALL (1) LOAD CENTER/RF SHUTOFF

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

ENGINEERING

2012 INTERNATIONAL BUILDING CODE (IBC) OR ADOPTED CODE
2017 NATIONAL ELECTRIC CODE OR ADOPTED CODE
2011 OHIO BUILDING CODE OR LATEST EDITION
TIA/EIA-222-H CODE OR ADOPTED CODE

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

PROJECT INFORMATION

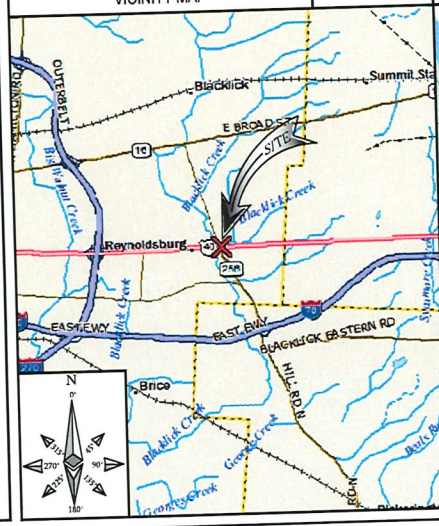
SITE ADDRESS:	7338 E MAIN ST REYNOLDSBURG, OH 43068
POLE ID:	NA
FA NUMBER:	14865267
COUNTY:	FRANKLIN
LATITUDE (NAD 83):	39.955407°
LONGITUDE (NAD 83):	-82.80193°
GROUND ELEVATION:	863' AMSL
ANTENNA TIP HEIGHT:	31'-3" AGL
A.P.N.:	060-000183
STRUCTURE OWNER:	NA
POWER COMPANY:	OHIO EDISON
TELEPHONE COMPANY:	AT&T
RF ENGINEER:	CHRIS CARPENTER (913) 458-4680
LEASING AGENT:	MATT NEWSOME (440) 344-8243
ZONING AGENT:	MATT NEWSOME (440) 344-8243
CONSTRUCTION MANAGER:	JOHN BISBAL (724) 494-2053

CONTACT INFORMATION

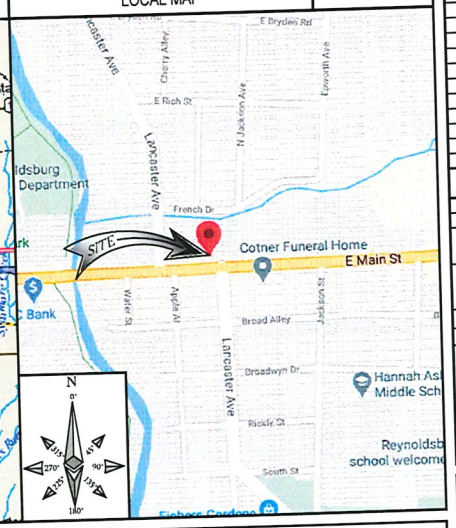
ENGINEER:	BLACK & VEATCH CORPORATION 388 SOUTH MAIN STREET, SUITE 401 AKRON, OH 44311
CONTACT:	MICHELLE BRAY (952) 896-0800

LOCATION MAPS

VICINITY MAP — NO SCALE



LOCAL MAP — NO SCALE



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:

FROM 700 BELL STREET: GO STRAIGHT ON FIRSTMERIT CIR, KEEP LEFT ONTO EUCLID AVE, TURN LEFT ONTO RAND ST, GO STRAIGHT ONTO RHODES AVE, KEEP LEFT ONTO SR 59 RAMP, GO STRAIGHT ONTO MARTIN LUTHER KING EXPY, GO STRAIGHT ONTO I-76 W RAMP, KEEP RIGHT ONTO I-71 S RAMP, KEEP LEFT ON I-71 S RAMP, KEEP RIGHT ONTO I-270 RAMP, KEEP RIGHT ONTO I-270 S, GO STRAIGHT ONTO I-270, KEEP RIGHT ONTO US 40 RAMP, KEEP RIGHT ONTO US 40, KEEP RIGHT ONTO US 40, SITE WILL BE AT RIGHT.

DRAWING INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	POLE ELEVATIONS AND RISER DETAILS
A-3	EQUIPMENT DETAILS
A-4	ANTENNA MOUNTING DETAILS
A-5	ELECTRICAL AND GROUNDING DETAILS
E-1	ELECTRICAL DETAILS
G-1	POLE GROUNDING ELEVATION AND DETAILS
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL ELECTRICAL NOTES

FOR REFERENCE

LS-1	LAND SURVEY

VOLUME SUMMARY

QTY	EQUIPMENT DESCRIPTION	DIMENSIONS HEIGHT (INCHES)	WIDTH/DIA (INCHES)	DEPTH/LENGTH (INCHES)	VOLUME (FT³)
1	CANISTER ANTENNA	24.90	10.00		1.13
1	EQUIPMENT CABINET	29.30	17.90	14.00	4.25
				TOTAL	5.38

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

OHIO811.org Before You Dig

UNDERGROUND SERVICE ALERT
811 or
1-800-362-2764
48 HOURS BEFORE YOU DIG (EXCLUDING WEEKENDS AND HOLIDAYS)

811 Know what's below. Call before you dig.

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	WB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

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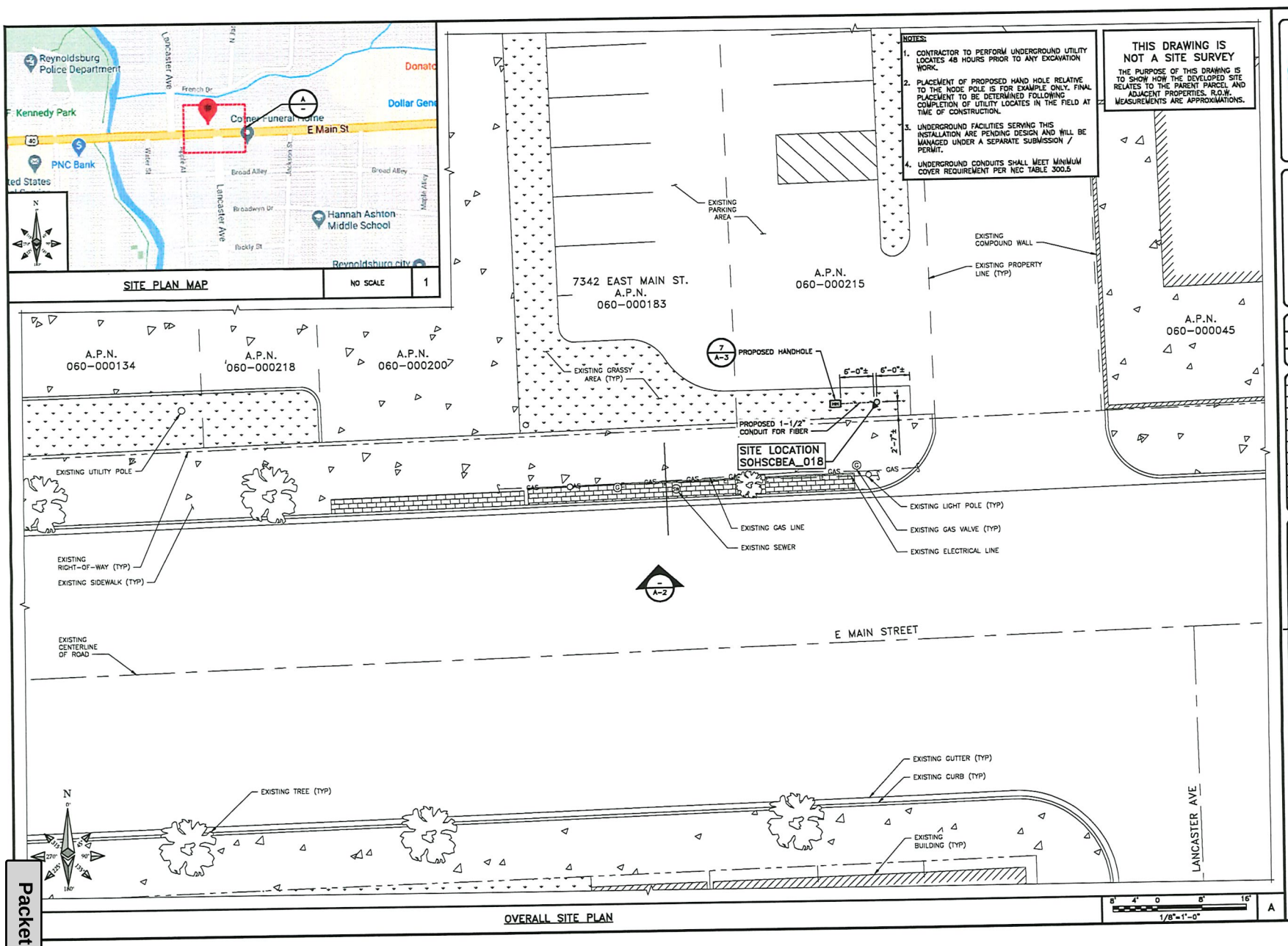
SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

Attachment: Site Plan (AT&T Small Cell Easement)

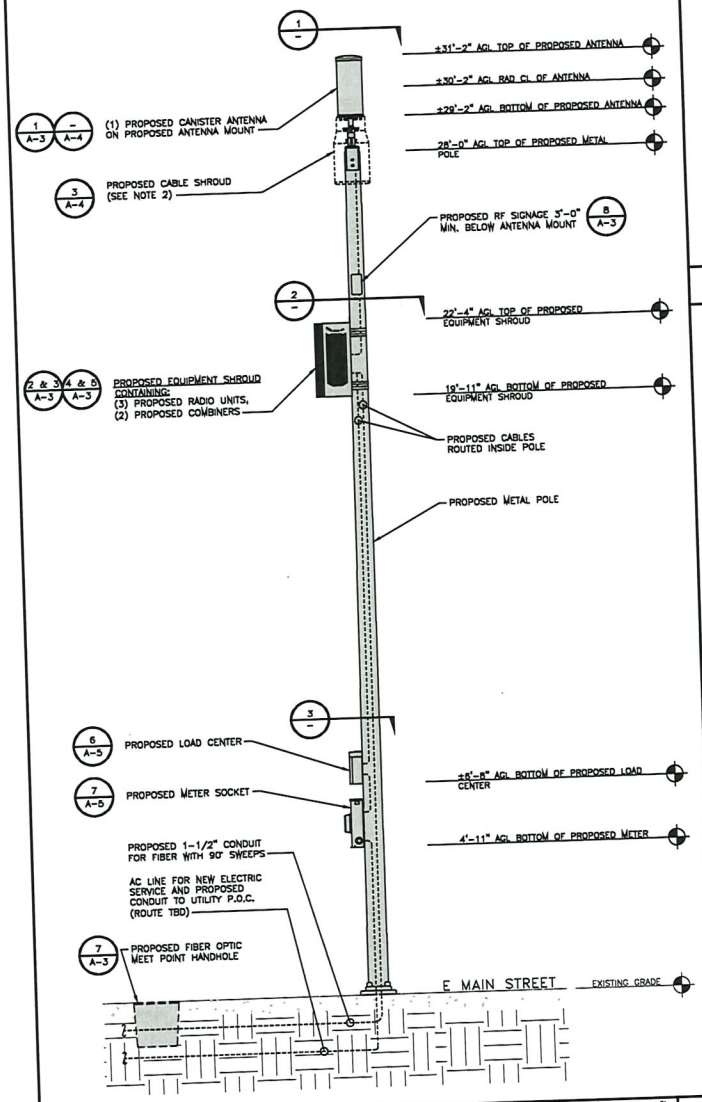


Attachment: Site Plan (AT&T Small Cell Easement)

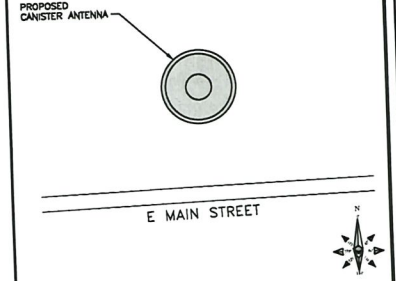
NO POLE CURRENTLY EXISTS AT THE PROPOSED SITE

NOT USED | NO SCALE | A

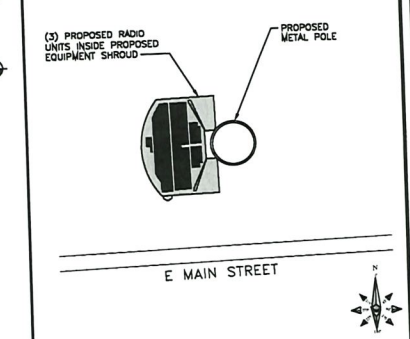
NOTE
1. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH POLE.
2. CABLE SHROUD NOT ENTIRELY SHOWN FOR CLARITY.
3. TRACER WIRE WILL BE INSTALLED IN ALL INSTALLED UNUSED CONDUITS.



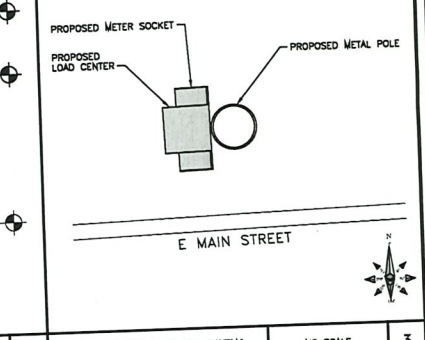
PROPOSED SOUTH ELEVATION | 1/2"=1'-0" | B



ANTENNA PLAN VIEW | NO SCALE | 1



RADIO SHROUD PLAN VIEW | NO SCALE | 2



EQUIPMENT PLAN VIEW | NO SCALE | 3

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
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STATE OF OHIO
JASON T. KAHRS
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SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

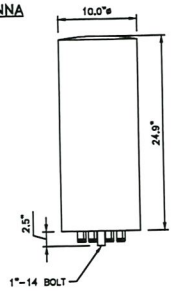
SHEET TITLE
POLE ELEVATIONS AND RISER DETAILS

SHEET NUMBER
A-2

Attachment: Site Plan (AT&T Small Cell Easement)

GALTRONICS G02410-06621 CANISTER ANTENNA

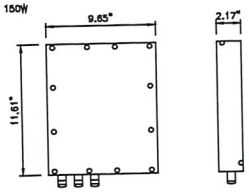
DIAMETER:	10.0" (254mm)
HEIGHT:	24.9" (634mm)
VOLUME:	1.13ft³
TOTAL WEIGHT (WITHOUT CLAMP):	17.0 lbs (7.7 kg)
CONNECTOR INTERFACE:	(10) 4.3-10 DIN FEMALE
RF CONNECTOR LOCATION:	BOTTOM



ANTENNA SPECIFICATIONS | NO SCALE | 1

NOKIA AIRSCALE MICRO B25/B66A RRH

DIMENSIONS, HxWxD:	11.61"x9.65"x2.17" (295x245x55mm)
WEIGHT:	12.79 lbs (5.8 kg)
INTERFACES:	(2) CPRI FRONTHAUL PORTS (1) EXTERNAL ALARM PORT
POWER CONSUMPTION :	TYP. 110W, MAX. 150W
TEMP. RANGE:	-40°C TO +55°C

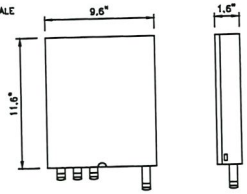


FRONT VIEW SIDE VIEW

RADIO SPECIFICATIONS | NO SCALE | 2

NOKIA AIRSCALE B46 (LAA) RRH

DIMENSIONS, HxWxD:	11.6"x9.6"x1.6" (294.64x243.84x40.64mm)
WEIGHT:	11.7 lbs (5.31 kg)
INTERFACES:	(1) CPRI SFP INCLUDED
ANTENNA CONFIGURATION:	2T2R
RF:	NEX10 PLUS FEMALE

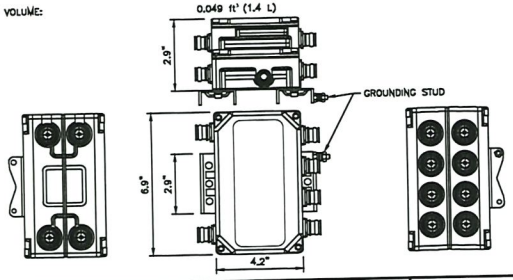


FRONT VIEW SIDE VIEW

RADIO SPECIFICATIONS | NO SCALE | 3

COMMSCOPE SDX1926Q-43 | E14F05P86

DIMENSIONS, WxDxH:	6.93"x2.91"x4.2" (176x74x106mm)
CONNECTORS:	MODULES: (8) 4.3-10 DIN FEMALE ANT: (4) 4.3-10 DIN FEMALE
WEIGHT W/O MOUNTING HARWARE:	6.173 lbs (2.8 kg)
VOLUME:	0.049 ft³ (1.4 L)

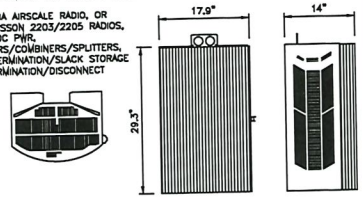


DIPLEXER SPECIFICATIONS | NO SCALE | 4

CHARLES SH60-301814

DIMENSIONS, WxDxH:	17.9"x14"x29.3"
WEIGHT:	55 lbs [MAX LOAD 155 lbs]
VOLUME:	4.25 ft³
MOUNTING:	(2) 1/2" BOLTS OR (3) STRAPS, (1) FLUSH BRACKET KIT P/N: 97-002351x-A, (1) 7" STANDOFF KIT P/N: 97-002309x-A
POSSIBLE EQUIPMENT:	(4) NOKIA AIRSCALE RADIO, OR (4) ERICSSON 2203/2205 RADIOS, AC TO DC PWR, DIPLEXERS/COMBINERS/SPLITTERS, FIBER TERMINATION/SLACK STORAGE PWR TERMINATION/DISCONNECT

SH60-301814 CABINET MODELS	
MODEL	COLOR
DNEN	GRAY
FNEN	BLACK
GNEN	NATIONAL PARK BROWN



*DETAIL IS FOR GRAPHIC REPRESENTATION. CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.

PLAN VIEW FRONT VIEW SIDE VIEW

EQUIPMENT CONCEALMENT SHROUD SPECIFICATIONS | NO SCALE | 5

NOT USED | NO SCALE | 6

FCA243624T-00006 FIBERGLASS/PCX POLYMER CONCRETE ASSEMBLY

DIMENSIONS (LxWxH):	36"x24"x24"
INTERIOR DIMENSIONS (LxWxH):	33"X21"X21"

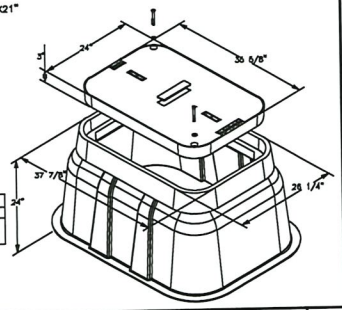
- USDA/RUS APPROVED
- DROP-IN NAMEPLATE
- SHIPPED ASSEMBLED
- SKID RESISTANT COVER
- STAINLESS STEEL BOLTS
- CAST-IN FLOATING NUT BOX
- INTEGRAL DRAIN HOLES

LOAD RATINGS:

INCIDENTAL TRAFFIC - PARKING LOT, SIDEWALK

CONFORMS TO:
- WUC 3.6
- ASTM C 857
- ANSI/SCTE 77 -"T15/20K"

INSIDE DIMENSIONS		
Length	Width	Depth
33 1/8"	21 1/2"	21"
43 7/8"	32 3/8"	



HAND HOLE SPECIFICATIONS | NO SCALE | 7

NOTICE

RF energy emitted by this device may exceed the FCC's general public exposure limits. Stay at least 1 foot away from the device. *Call 800-638-2822 for help if you need access within 1 foot*

RF NOTICE DECAL

NOTICE

AT&T operates antennas at this structure.

Above this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Population Exposure limits.

Follow safety guidelines for working in an RF environment.

Keep 1 ft. away from the fronts of antennas.

Contact AT&T at 800-638-2822, opt. 9, 3 and follow their instructions prior to performing and maintenance or repairs above this point.

This is AT&T Site USID_____

CAUTION

AT&T operates antennas at this structure.

Above this point you are entering an area where radio frequency (RF) fields may exceed the FCC General Occupational Exposure limits.

Follow safety guidelines for working in an RF environment.

Keep 1 ft. away from the fronts of antennas.

Contact AT&T at 800-638-2822, opt. 9, 3 and follow their instructions prior to performing and maintenance or repairs above this point.

Cell Site USID_____

EME PLACARD/DECAL

NOTE: SPECIFIC EME PLACARD WILL BE PLACED AFTER EME REPORT

RF SIGNAGE DETAIL | NO SCALE | 8

NOT USED | NO SCALE | 9

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

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SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
A-3

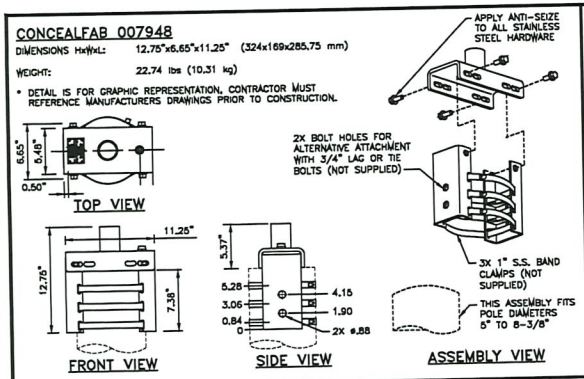
Attachment: Site Plan (AT&T Small Cell Easement)

CONCEALFAB 007948

DIMENSIONS HxWxL: 12.75"x6.65"x11.25" (324x169x285.75 mm)

WEIGHT: 22.74 lbs (10.31 kg)

- DETAIL IS FOR GRAPHIC REPRESENTATION, CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.



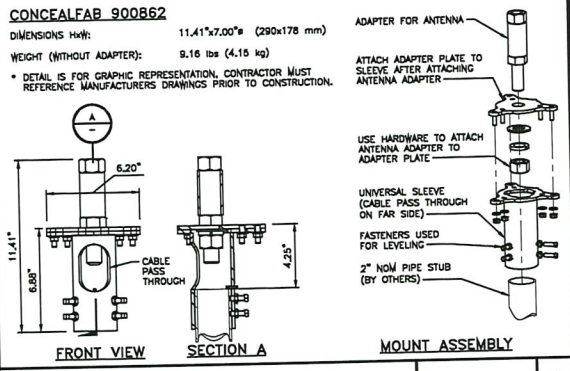
STANDARD POLE TOP MOUNT | NO SCALE | 1

CONCEALFAB 900862

DIMENSIONS HxW: 11.41"x7.00"ø (290x178 mm)

WEIGHT (WITHOUT ADAPTER): 9.16 lbs (4.15 kg)

- DETAIL IS FOR GRAPHIC REPRESENTATION, CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.



ANTENNA SLEEVE MOUNT | NO SCALE | 2

CONCEALFAB 900181

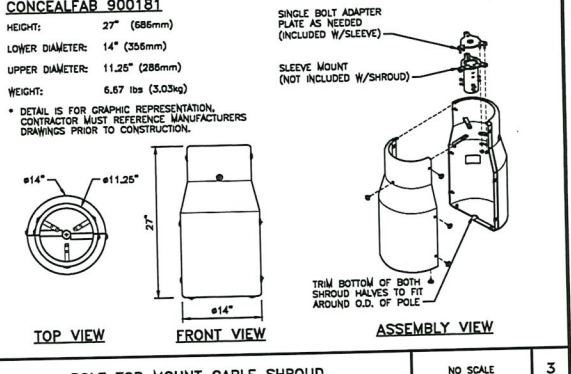
HEIGHT: 27" (686mm)

LOWER DIAMETER: 14" (356mm)

UPPER DIAMETER: 11.25" (286mm)

WEIGHT: 6.67 lbs (3.03kg)

- DETAIL IS FOR GRAPHIC REPRESENTATION, CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.



POLE TOP MOUNT CABLE SHROUD | NO SCALE | 3

NOT USED | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
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OVERLAND PARK, KS 66211
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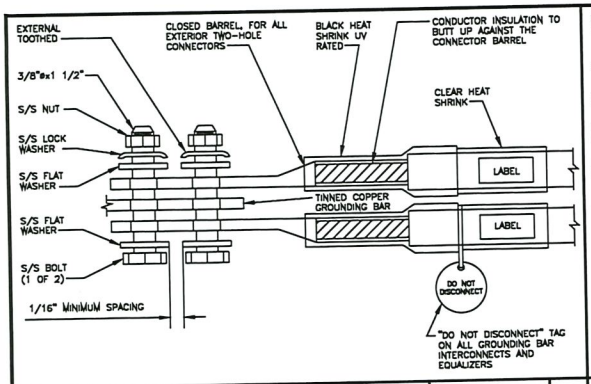
SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

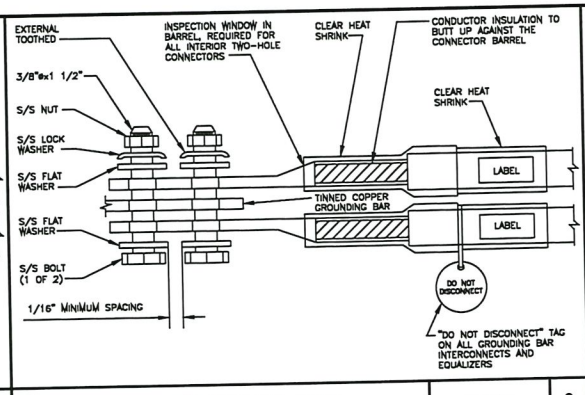
SHEET TITLE
ANTENNA MOUNTING DETAILS

SHEET NUMBER
A-4

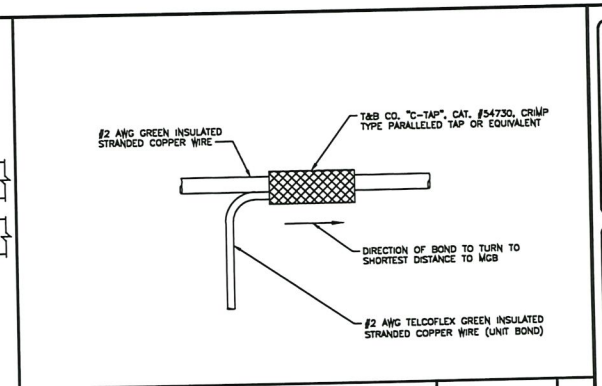
Attachment: Site Plan (AT&T Small Cell Easement)



EXTERIOR TWO HOLE LUG DETAIL | NO SCALE | 1



INTERIOR TWO HOLE LUG DETAIL | NO SCALE | 2



GROUNDING WIRE CONNECTION | NO SCALE | 3

NOT USED | NO SCALE | 4

BUSSMAN HEB SERIES

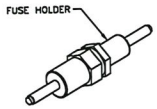
INSULATING BOOT: (2) SINGLE CONDUCTOR BOOTS COME STANDARD WITH BREAKAWAY CONFIGURATION (P/N 2A0660)

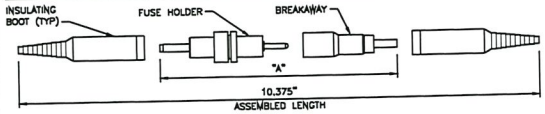
RECOMMENDED FUSES: BAF, FNM, FNQ, KLM AND KTK

AMPS: UP TO 30A

VOLTS: 600V

CATALOG NO.	TERMINAL (LOAD SIDE)	WIRE SIZE (LOAD SIDE)	TERMINAL (LINE SIDE)	WIRE SIZE (LINE SIDE)	LENGTH (IN) "A"
HEB-AM-RLC-A	CU CRIMP	#8-1/0 (2) #12-18	CU CRIMP	#8-1/0 (2) #12-18	3.8
HEB-AM-RLC-B	CU CRIMP	#8-1/0 (2) #12-18	CU CRIMP	#4 (2) #10	5.8
HEB-AM-RLC-C	CU CRIMP	#8-1/0 (2) #12-18	CU CRIMP	#4 STR: (2) #8	6.2
HEB-AM-RLC-J	CU CRIMP	#8-1/0 (2) #12-18	CU SETSCREW	#3-12	6.2
HEB-AM-RYC	CU CRIMP	#8-1/0 (2) #12-18	CU DUAL SETSCREW	#2-12 (NOT DUAL SPRC RATED)	6.3
HEB-AM-RLA	CU CRIMP	#8-1/0 (2) #12-18	AL SETSCREW	#3-12	6.30
HEB-AM-RMA	CU CRIMP	#8-1/0 (2) #12-18	AL DUAL SETSCREW	#2-12 (NOT DUAL SPRC RATED)	6.30

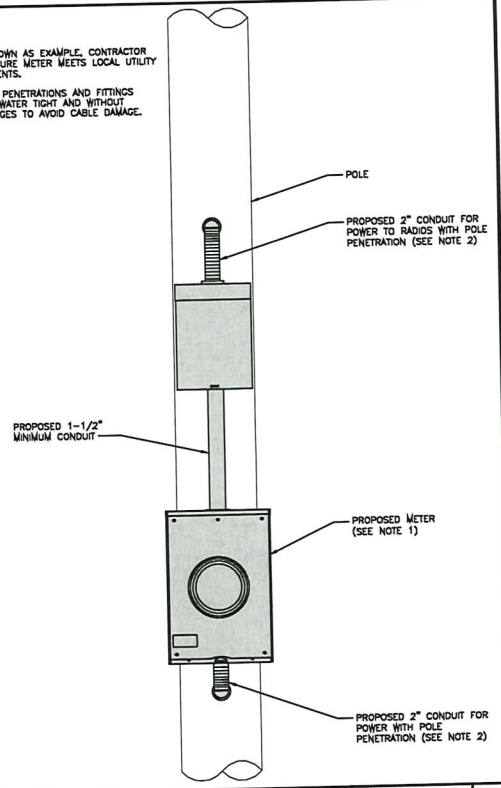




BREAKAWAY IN-LINE FUSE HOLDER | NO SCALE | 5

NOTES

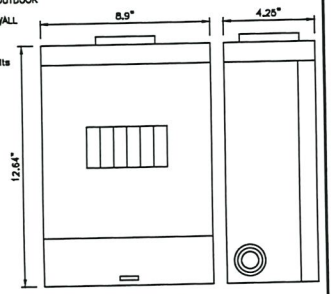
1. METER SHOWN AS EXAMPLE. CONTRACTOR IS TO ENSURE METER MEETS LOCAL UTILITY REQUIREMENTS.
2. ALL POLE PENETRATIONS AND FITTINGS MUST BE WATER TIGHT AND WITHOUT SHARP EDGES TO AVOID CABLE DAMAGE.



EQUIPMENT PLACEMENT DETAIL | NO SCALE | 8

SQUARE 'D' QO612L100RB (OR UTILITY APPROVED ALTERNATE)

DIMENSIONS, HxWxD (VOLUME):	12.64"x8.9"x4.25" (0.261t')
MATERIAL:	NEMA 3R OUTDOOR
MOUNT:	POLE OR WALL
MAXIMUM AMPERAGE:	100amps
VOLTAGE:	120/240volts
NUMBER OF SPACES (CIRCUITS):	6 (12)
NUMBER OF PHASES:	1
TOTAL WEIGHT:	9.68 lbs

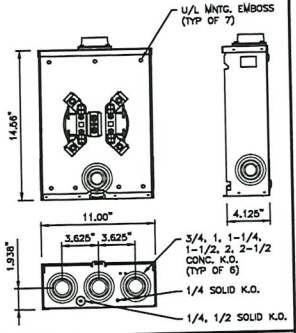


AC LOAD CENTER DETAIL | NO SCALE | 6

MILBANK RINGLESS METER SOCKET (OR UTILITY APPROVED ALTERNATE)

DIMENSIONS (HxWxD):	14.56"x11.00"x4.125"
STANDARD:	UL LISTED
VOLTAGE RATING:	600V
AMPERAGE RATING:	200A
WEIGHT:	14 lbs
PHASE:	1 PHASE
FREQUENCY RATING:	60 HERTZ
ENCLOSURE:	TYPE 3R, G90 GALVANIZED STEEL WITH POWDER COAT FINISH

METER DETAIL SHOWN AS EXAMPLE. CONTRACTOR IS TO ENSURE METER BASE MEETS LOCAL UTILITY REQUIREMENTS.



METER SOCKET SPECIFICATIONS | NO SCALE | 7

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	MB

REV	DATE	DESCRIPTION
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STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

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SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
ELECTRICAL AND GROUNDING DETAILS

SHEET NUMBER
A-5

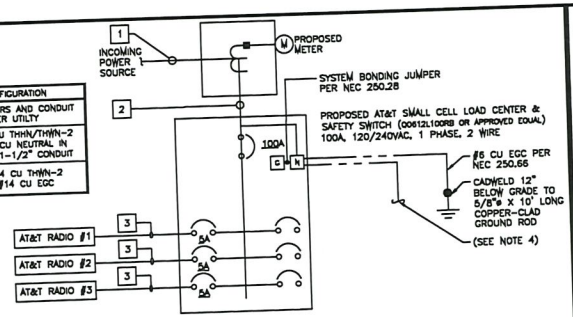
Attachment: Site Plan (AT&T Small Cell Easement)

1. ALL NEW CONDUCTOR WIRE TO BE INSTALLED SHALL BE COPPER THWN-2, THW-2, RHW-2, XHHW-2 WIRE UNLESS NOTED OTHERWISE.
2. ALL INSTALLED CONDUCTORS AND SIGNAL CABLES TO BE CLEARLY MARKED "AT&T SMALL CELL" WITH BRASS OR FIBERGLASS TAGS.
3. ALL GROUNDING AND BONDING TO BE PER THE RECOGNIZED EDITION OF THE NATIONAL ELECTRIC CODE (NEC).
4. CONCRETE ENCASED ELECTRODE PER NEC 250.52(A)(3)(1) OR (2) OR SUPPLEMENTAL ELECTRODE PER NEC 250.53(A)(2)(3)
5. CONTRACTOR TO FOLLOW APPLICABLE DIAGRAM BASED ON PROVIDED ELECTRICAL SERVICE.
6. CONTRACTOR TO ENSURE METER BASE AND DISCONNECT MEETS LOCAL UTILITY REQUIREMENTS.
7. THE METER, DISCONNECT AND SAFETY SWITCH/LOAD CENTER ARE ALL WITHIN 10 FT. MOUNTED ON THE POLE. THE BRANCH CIRCUIT IS BELOW 50 FT (FINAL CIRCUIT BREAKER TO RRHS) WITH MINIMAL VOLT DROP.

NOTES

NO	FROM	TO	CONFIGURATION
1	INCOMING ELECTRICAL SERVICE P.O.C.	PROPOSED METER	CONDUCTORS AND CONDUIT PER UTILITY
2	PROPOSED METER	PROPOSED LOAD CENTER & SAFETY SWITCH	(1) #1 CU THHN/THWN-2 (1) #1 CU NEUTRAL IN MINIMUM 1-1/2" CONDUIT
3	PROPOSED LOAD CENTER & SAFETY SWITCH	AT&T RADIO	(2) #14 CU THWN-2 (1) #14 CU EGC

120VAC FEEDER CONDUCTOR MAXIMUM DISTANCE		
#1 CU AWG	<5135'-0"	3% VOLT DROP @ 2.34A



Site Name:	7338 E MAIN ST							MODEL NUMBER:	SQUARE D QO612L100RB										
SITE NUMBER:	SOHSCBEA_018							PHASE:	1			WIRE:				2			
VOLTAGE:	240 /120	Volts AC						BUSS RATING:	100	AMPS									
MAIN BREAKER:	100 AMPS																		
MOUNT:	POLE																		
ENCLOSURE TYPE:	NEMA 3R																		
PANEL STATUS:	PROPOSED AT&T PICO																		
CKT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CKT		
1	AIRSCALE MICRO B25/66 RRH	5	1	NEW	150	1.00	1.25	375		1.25	1.00	150	NEW	1	5	AIRSCALE MICRO B48 (LAA) RRH	2		
3	AIRSCALE MICRO B25/66 RRH	5	1	NEW	150	1.00	1.25		1'-8"-7 1/2"								4		
5								0									6		
								PHASE A	PHASE B										
								375	188	VA									
								TOTAL		KVA	0.56								
										AMPS	2.34	≤ 80% OF MAIN BREAKER							

1. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.

PICO 100AMP 120/240V ELECTRICAL AC ONE-LINE DIAGRAM

NO SCALE | 1

NOT USED

NO SCALE | 2

NOT USED

NO SCALE | 3

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W 115TH ST.
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OVERLAND PARK, KS 66211
(913) 458-2000

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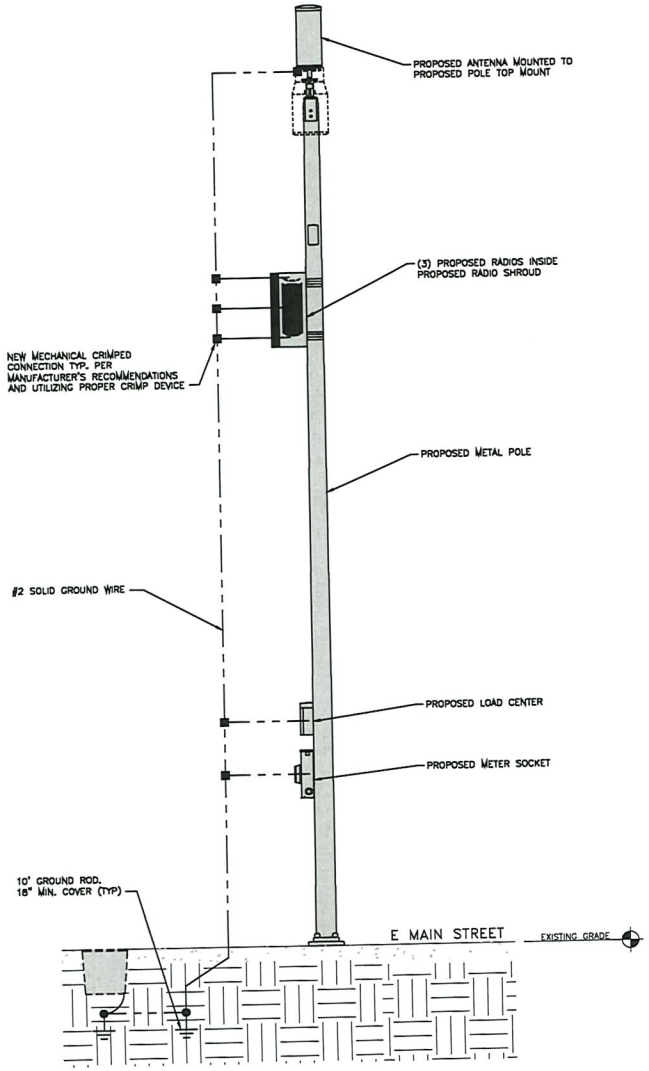
SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1



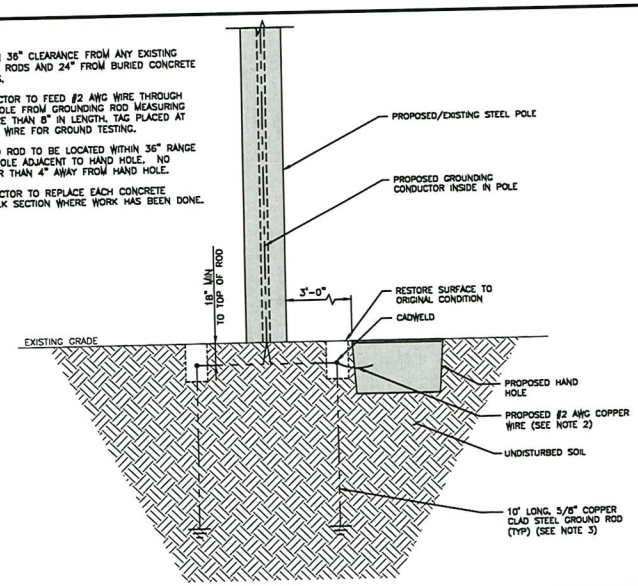
POLE GROUNDING DIAGRAM

12" 6" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

A

NOTES:

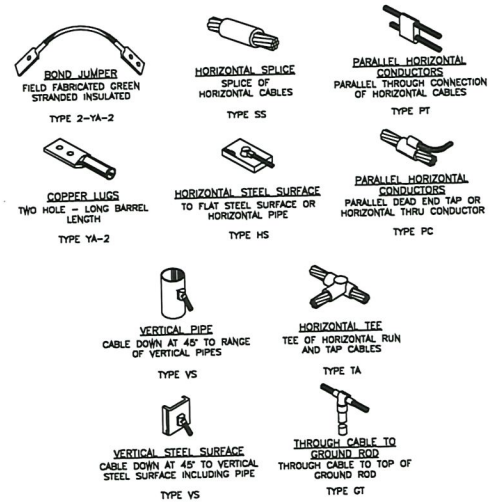
1. MAINTAIN 36" CLEARANCE FROM ANY EXISTING GROUND RODS AND 24" FROM BURIED CONCRETE OBJECTS.
2. CONTRACTOR TO FEED #2 AWG WIRE THROUGH HAND HOLE FROM GROUNDING ROD MEASURING NO MORE THAN 8" IN LENGTH. TAG PLACED AT END OF WIRE FOR GROUND TESTING.
3. GROUND ROD TO BE LOCATED WITHIN 36" RANGE FROM POLE ADJACENT TO HAND HOLE. NO FURTHER THAN 4" AWAY FROM HAND HOLE.
4. CONTRACTOR TO REPLACE EACH CONCRETE SIDEWALK SECTION WHERE WORK HAS BEEN DONE.



POLE GROUNDING ROD DETAIL

NO SCALE

1



EXOTHERMIC WELD CONNECTIONS

NO SCALE

2

at&t
700 BELL STREET
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PICO SMALL CELL

SHEET TITLE
POLE GROUNDING ELEVATION AND DETAILS

SHEET NUMBER
G-1

Attachment: Site Plan (AT&T Small Cell Easement)

LEGEND

- STORM DRAIN
- SANITARY SEWER
- GAS LINE
- WATER LINE
- UNDERGROUND POWER/ELECTRIC
- UNDERGROUND TELCO/COMMUNICATIONS
- OVERHEAD POWER/ELECTRIC
- OVERHEAD TELCO/COMMUNICATIONS
- UNDERGROUND FIBER/POWER
- UNDERGROUND FIBER
- FIBER LINE
- UNKNOWN UTILITY
- CHAIN LINK FENCE
- WOOD/WROUGHT IRON FENCE
- WALL STRUCTURE
- LEASE AREA
- PROPERTY LINE (PL)
- RIGHT-OF-WAY
- SETBACKS
- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
- TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
- EXOTHERMIC WITH INSPECTION SLEEVE
- GROUNDING BAR
- GROUND ROD
- TEST GROUND ROD WITH INSPECTION SLEEVE
- POLE
- EXISTING HAND HOLE
- PROPOSED HAND HOLE
- MANHOLE
- TELCO PEDESTAL
- TRANSFORMER
- SWITCH
- GROUND/NEUTRAL CONNECTIONS
- WATER GATE VALVE
- WATER HYDRANT
- WATER METER
- ELEVATION REFERENCE
- DETAIL REFERENCE
- SECTION REFERENCE
- BREAKLINE

ABBREVIATIONS

AB	ANCHOR BOLT
ABV	ABOVE
AC	ALTERNATING CURRENT
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AIC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM
ALT	ALTERNATE
ANT	ANTENNA
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BTC	BARE TINNED COPPER CONDUCTOR
BOF	BOTTOM OF FOOTING
CAB	CABINET
CANT	CANTILEVERED
CHG	CHARGING
CLG	CEILING
CLR	CLEAR
COL	COLUMN
COMM	COMMON
CONC	CONCRETE
CONSTR	CONSTRUCTION
DBL	DOUBLE
DC	DIRECT CURRENT
DEPT	DEPARTMENT
DF	DOUGLAS FIR
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DWG	DRAWING
DWL	DOWEL
(E)	EXISTING
EA	EACH
EC	ELECTRICAL CONDUCTOR
EL	ELEVATION
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ENG	ENGINEER
EQ	EQUAL
EXP	EXPANSION
EXT	EXTERIOR
FAB	FABRICATION
FF	FINISH FLOOR
FG	FINISH GRADE
FIF	FACILITY INTERFACE FRAME
FIN	FINISH(ED)
FLR	FLOOR
FDN	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FS	FINISH SURFACE
FT	FOOT
FTG	FOOTING
GA	GAUGE
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GLB	GLUE LAMINATED BEAM
GLV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE
HDR	HEADER
HGR	HANGER
HVAC	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT
IGR	INTERIOR GROUND RING
IN	INCH
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
LTE	LONG TERM EVOLUTION
MAS	MASONRY
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
NO.(#)	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OPNG	OPENING
(P)	PROPOSED
P/C	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PCU	PRIMARY CONTROL UNIT
PRC	PRIMARY RADIO CABINET
PP	POLARIZING PRESERVING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER CABINET
QTY	QUANTITY
RAD	RADIUS
RECT	RECTIFIER
REF	REFERENCE
REINF	REINFORCEMENT
REQ'D	REQUIRED
RET	REMOTE ELECTRIC TILT
RMC	RIGID METALLIC CONDUIT
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SCH	SCHEDULE
SHT	SHEET
SIAD	SMART INTEGRATED DEVICE
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
TEMP	TEMPORARY
THK	THICKNESS
TMA	TOWER MOUNTED AMPLIFIER
TN	TOE NAIL
TOA	TOP OF ANTENNA
TOC	TOP OF CURB
TOF	TOP OF FOUNDATION
TOP	TOP OF PLATE (PARAPET)
TOS	TOP OF STEEL
TOW	TOP OF WALL
TVSS	TRANSIENT VOLTAGE SUPPRESSION SYSTEM
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORY
UND	UNLESS NOTED OTHERWISE
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
VIF	VERIFIED IN FIELD
W	WIDE
W/	WITH
WD	WOOD
W.P.	WORK POINT
WP	WEATHERPROOF
WT	WEIGHT

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PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
GN-1

Attachment: Site Plan (AT&T Small Cell Easement)

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR – OVERLAND CONTRACTING INC. (B&V)
   CONTRACTOR: (CONSTRUCTION)
   OWNER – AT&T
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO START OF CONSTRUCTION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. CONTRACTOR TO ENSURE LOCATES ARE COMPLETED PRIOR TO DIGGING IN THE ROW. IF UTILITIES ARE INDICATED WITHIN 3 FEET OF THE PROPOSED ROUTE, OR IF CROSSING EXISTING UTILITY, CONTRACTOR TO POTHOLE EXISTING UTILITY TO DETERMINE DEPTH AND EXACT LOCATION PRIOR TO CONSTRUCTION. IF A NEW UTILITY IS BEING INSTALLED PARALLEL TO AN EXISTING UTILITY, POTHOLING SHALL BE COMPLETED EVERY 50 FEET ALONG THE NEW UTILITY RUN TO VERIFY ROUTE IS CLEAR PRIOR TO INSTALLATION. IF UTILITY IS DAMAGED DURING THE INSTALLATION OF THE NEW CONDUIT, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT THE UTILITY IMMEDIATELY AND IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO HAVE ANY DAMAGE FIXED AND/OR REPAIRED PRIOR TO CLOSING THE EXCAVATION.
25. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
26. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
27. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
28. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
29. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
30. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
31. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
32. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
33. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
34. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
35. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
36. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
37. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
38. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
39. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
40. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING, IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
41. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

42. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
43. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
44. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
45. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
46. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
47. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
48. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED. ONCE TERMINATED, APPLY A SINGLE LAYER OF BUTYL OR TWO WRAPS OF SELF-FUSING TAPE OVER THE CAP/NUT AND CONNECTOR NECK FOLLOWED BY A MINIMUM OF 2 WRAPS OF QUALITY BLACK VINYL TAPE OVER THE BUTYL OR SELF-FUSING TAPE. DO NOT COVER AND HEAT DISSIPATING SURFACES WITH WEATHERPROOFING.
49. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
50. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
51. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
52. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
53. ANTENNAS SHALL HAVE A 2'-0" MIN. CENTER TO CENTER HORIZONTAL SEPARATION.
54. THE STRUCTURAL CAPACITY OF THE PROPOSED ANTENNA AND/OR RADIO MOUNTING HARDWARE IS DETERMINED BY THE MANUFACTURER. PLEASE REFER TO MANUFACTURER DOCUMENTATION FOR PROPER INSTALLATION METHODS AND CAPACITY LIMITS.

TORQUE REQUIREMENTS

55. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
56. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
    A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
    B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
56. ALL 8W ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
57. ALL 12W ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
58. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
59. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 – 29.8 NM).
60. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 – 2.3 NM).

FIBER & POWER CABLE MOUNTING

61. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
62. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 338 AND 392 RULES SHALL APPLY.
63. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

1. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
2. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
3. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.
4. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
5. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
6. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
7. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.

GENERAL CABLE AND EQUIPMENT NOTES

8. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
9. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
10. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
11. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
12. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
    A. TEMPERATURE SHALL BE ABOVE 50° F.
    B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
    C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
    D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
13. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
    A. GROUNDING AT THE ANTENNA LEVEL.
    B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
    C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
    D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
    E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
14. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.
16. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
17. ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 12'-0" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.
18. CLOSEOUT DELIVERABLES SHALL INCLUDE PHOTOS OF ALL MOUNTING HARDWARE INSTALLED TIGHT AND MARKED.

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PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	WB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

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SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

GENERAL ELECTRICAL NOTES

PART 1 – GENERAL

1.1 GENERAL CONDITIONS

A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.

B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONDUIT BENDS SHALL BE THE RADIUS BEND FOR THE TRADE SIZE OF CONDUIT IN COMPLIANCE WITH THE LATEST EDITIONS OF NEC.

1.3 REFERENCES

A. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE. THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS MODIFIED BY THE REQUIREMENT SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS. WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISION OF THESE PUBLICATIONS.

1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
2. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITERS LABORATORIES, INC.)
8. AT&T GROUNDING AND BONDING STANDARDS TP-76416

1.4 SCOPE OF WORK

A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.

B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

E. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WIRING EQUIPMENT CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 – PRODUCTS

2.1 GENERAL

A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.

B. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 10,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PER THE GOVERNING JURISDICTION.

2.2 MATERIALS AND EQUIPMENT

A. CONDUIT

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.
2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONDUCTORS AND CABLE

1. AC CONDUCTORS SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER. TYPE THHN/THWN-2, 600 VOLT, SIZE AS INDICATED. #12 AWG SHALL BE THE MINIMUM SIZE CONDUCTOR USED.
2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
3. SOLDERLESS, COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
4. STRAIN-RELIEF SUPPORTS GRIPS SHALL BE HUBBELL KELLEMS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (ACTION CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT SWITCHES

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEERED APPROVED EQUAL.

D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:

1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF RODS WITH A MINIMUM #2 AWG CU EXOTHERMALLY WELDED PIGTAIL, PROTECTIVE BOXES, AND BACKFILL MATERIAL. MANUFACTURER SHALL BE LYNCOLE XIT GROUNDING ROD TYPES KZ-(*)CS OR KZL-(*)CS (*) LENGTH AS REQUIRED.
2. GROUND ACCESS BOX SHALL BE A POLYPLASTIC BOX FOR NON-TRAFFIC APPLICATIONS, INCLUDING BOLT DOWN FLUSH COVER WITH "BREATHER" HOLES. XIT MODEL #XB-22. ALL DISCONNECT SWITCHES AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMICOID NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS ID NUMBERING, AND THE ELECTRICAL POWER SOURCE.
3. BACKFILL MATERIAL SHALL BE LYNCONITE AND LYNCOLE GROUNDING GRAVEL.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE #2 AWG BARE, SOLID, TINNED, COPPER. ABOVE GRADE GROUNDING CONDUCTORS SHALL BE SUNLIGHT RESISTANT TINNED STRANDED COPPER AND INSULATED WHERE NOTED.
2. GROUNDING BUSES SHALL BE BARE, TINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION. STANDARD BUS BARS MGB, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY WAY OF STENCILING OR DESIGNATION PLATE.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERIOR CONNECTIONS USE TWO-HOLE COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK.
4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
5. GROUND RODS SHALL BE ERICO #615800, COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 5/8"x10'-0". ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES.
6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE AT&T SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN.

PART 3 – EXECUTION

3.1 GENERAL:

A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WIREMEN, IN A NEAT AND WORKMAN-LIKE MANNER.

B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.

C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
2. PROVIDE RIGID PVC SCHEDULE 80 CONDUITS FOR ALL RISERS, RMC OTHERWISE NOTED. EMT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
3. INSTALL SCH. 40 PVC CONDUIT WITH A MINIMUM COVER OF 24" UNDER ROADWAYS, PARKING LOTS, STREETS, AND ALLEYS. CONDUIT SHALL HAVE A MINIMUM COVER OF 18" IN ALL OTHER NON-TRAFFIC APPLICATIONS (REFER TO 2008 NEC, TABLE 300.5).
4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT, VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIQUID TIGHT, FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORT TO ALLOW FOR EXPANSION AND CONTRACTION.
5. A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH THE UL LISTED BENDER OR FACTORY 90 DEGREE ELBOWS MAY BE USED.
6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
9. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END.
11. INSTALL 2" HIGHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO ENSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
13. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS TO ALLOW FOR RACEWAYS AND CABLES TO BE ROUTED THROUGH THE BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE EFFECTIVELY SEALED WITH FIRE RATED MATERIAL WHICH SHALL MAINTAIN THE FIRE RATING OF THE WALL OR STRUCTURE. FIRE STOPS AT FLOOR PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE, AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE.

B. CONDUCTORS AND CABLE

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	208/240/120 VOLT SYSTEMS
PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUNDING	GREEN

2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDULETS APPROVED FOR THIS PURPOSE.
3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES & EQUIPMENT TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS. CONDUCTORS SHALL BE PROTECTED FROM MECHANICAL INJURY AND MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS IS PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. DISCONNECT SWITCHES

1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

D. GROUNDING

1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE BUILDING MANUFACTURER, AT&T GROUNDING AND BONDING STANDARDS TP-76416, ND-00135, AND THE NATIONAL ELECTRICAL CODE.
2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
3. ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BEND AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
4. BUILDINGS AND/OR NEW TOWERS GREATER THAN 75 FEET IN HEIGHT AND WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUND RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 AWG COPPER. ROOFTOP GROUND RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). SEE STANDARD 8.3.2.2.
5. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ENSURE PERMANENT AND EFFECTIVE GROUNDING.
6. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
8. APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE KOPR-SHIELD ANTI-OXIDATION COMPOUND ON ALL COMPRESSION GROUNDING CONNECTIONS.
9. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
10. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
11. DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 36" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USING THE GREATER OF THE TWO DISTANCES.
12. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
13. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
14. DRIVE GROUND RODS UNTIL TOPS ARE A MINIMUM DISTANCE OF 36" DEPTH OR 6" BELOW FROST LINE, USING THE GREATER OF THE TWO DISTANCES.
15. IF COAX ON THE ICE BRIDGE IS MORE THAN 6 FT. FROM THE GROUND BAR AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS.
16. CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

3.5 ACCEPTANCE TESTING

A. CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE FOR NON-COMPLIANCE.

C. TEST PROCEDURES

1. ALL FEEDERS SHALL HAVE INSULATION TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.
2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

at&t
700 BELL STREET
AKRON, OH 44307

BLACK & VEATCH
6800 W. 115TH ST.
SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	129024.1239
DRAWN BY:	SRB
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	01/06/21	ISSUED FOR CONSTRUCTION

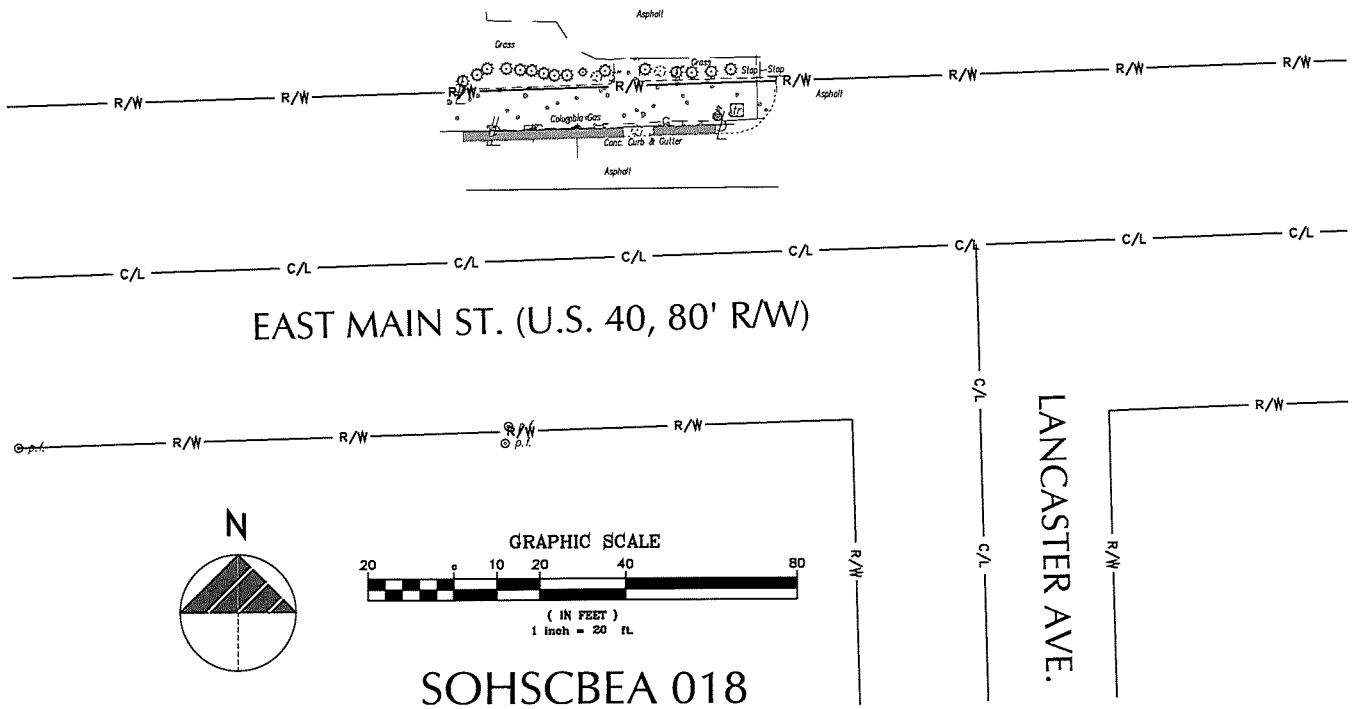
STATE OF OHIO
JASON T. KAHRS
PE-82576
REGISTERED PROFESSIONAL ENGINEER
01/06/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
GENERAL ELECTRICAL NOTES

SHEET NUMBER
GN-3


Asphalt
Grass
Grass
Stop
Stop
R/W
Asphalt
Columbia Gas
Conc. Curb & Gutter
Asphalt
C/L
EAST MAIN ST. (U.S. 40, 80' R/W)
p.l.
LANCASTER AVE.
N
GRAPHIC SCALE
20
0
10
20
40
80
(IN FEET)
1 inch = 20 ft.
SOHSCBEA 018

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

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Service and Transportation Committee**

RE: **Adopt-A-Road Program**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

Each year, the Ohio Department of Transportation (ODOT) dedicates millions of dollars to litter clean-up. ODOT crews, inmates, and volunteer groups picked up 396,000 bags of trash along highways throughout the state in 2018, costing the agency a total cost of $4.1 million.

Adopt-A-Highway is one of the methods in which ODOT controls litter and to keep the state's highways beautiful. The program allows volunteer groups to adopt a two-mile section or an interchange along a state, federal or interstate route, free of cost. The program carries the following requirements:

- Groups are asked to adopt for two years and pick up litter a minimum of four times each year.
- Participants in Adopt-A-Highway should be volunteers and not paid to pick up litter.
- Groups can partner with others in adopting but may not pay another group to pick up litter.

ODOT will provide safety training, trash bags, disposable safety vests and two signs to be used at the beginning of the two mile section. **The only cost to each group is their time.**

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Reynoldsburg OH 43068
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AN ORDINANCE TO ESTABLISH THE REYNOLDSBURG ADOPT-A-ROAD PROGRAM

WHEREAS, this Ordinance is to establish the Reynoldsburg Adopt-a-Road Program; and

WHEREAS, the purpose of the program is to instill community pride, raise public awareness, and to improve the appearance of our roadways in the City of Reynoldsburg; and

WHEREAS, those participating in this program will be advised of the rights, responsibilities, and privileges of participation in the Adopt-a-Road Program for the sole purpose of help keeping the City of Reynoldsburg beautiful and clean; and

WHEREAS, the Reynoldsburg Adopt-a-Road program gives residents of all ages, the opportunity to help keep the City of Reynoldsburg beautiful and free of litter. By allowing volunteers to get involved within the community to help maintain the streets, storm water drains, and the overall look of the City; and

WHEREAS, groups that represent civic or community organizations and local businesses may petition to be involved in this program; and

WHEREAS, participation in the City of Reynoldsburg's Adopt-a-Road program is a one-year commitment, which may be renewed, at the discretion of the City of Reynoldsburg; and

WHEREAS, the Adopt-a-Road Program will be administered and monitored by the City of Reynoldsburg Service Department, which shall designate a list of approved roads that may be adopted for beautification by volunteer organizations; and

WHEREAS, upon the successful clean-up, as determined by the Service Department, of an adopted road, the City of Reynoldsburg will install a sign to indicate that your group has adopted the road. "Successful clean-up" shall be defined as at least five (5) dates upon which volunteer cleaning has occurred; and

WHEREAS, the Service Department will help supply the volunteers with trash bags or recycling bags, disposable gloves, trash grabbers and provide trash or recycling bags or containers, trash grabbers, disposable gloves to assist the efforts at no cost; and

WHEREAS, all volunteers and volunteer organizations shall be required to sign a waiver acknowledging the risks associated with such activities in proximity to roadways, that such activities are inherently dangerous, and that volunteers assume the risks of accident or injury and release the City of Reynoldsburg for liability associated with such participation; and

WHEREAS, the Service Department shall adopt additional policies and procedures for the safe and successful implementation of the Adopt-A-Road program, which shall in include

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requirements for adult supervision of volunteers under the age of eighteen (18), safety restrictions regarding weather conditions upon which volunteer work may be performed, and such other conditions that the Service Department deems necessary and reasonable; and

WHEREAS, the Council of the City of Reynoldsburg desires to establish the City of Reynoldsburg Adopt-a-Road Program.

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

Section 1. The Council of the City of Reynoldsburg, Ohio does hereby direct the Service Department to establish the City of Reynoldsburg Adopt-a-Road Program consistent with the preamble set forth in this Ordinance.

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

CITY OF REYNOLDSBURG

APPLICATION FOR ADOPT-A-ROADWAY PROGRAM

The City of Reynoldsburg will work with the adopting group to determine the specific section of roadway to be adopted. Certain roadways will not be considered adoptable due to their hazardous nature and other constraints. Please print all information below.

_____ _____
Name of Group Date of Application

_____
Group Mailing Address (Street Address, City & Zip Code)

_____
Name of Group Leader

_____ _____
Daytime Phone Number Evening Phone Number

_____
Mailing Address of Group Leader (Street Address, City & Zip Code)

_____
Email Address for Group Leader

Approximate number of people that will participate in each clean up: _____

Highway section(s) that you are interested in adopting (in order of preference):

1. _____
2. _____
3. _____

Mail or Fax this form to:

William Dorman
Service Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
PHONE: 614-323-6840
FAX: (614) 322-6845
Email:
kgwilliams@ci.reynoldsburg.oh.us

Although liability insurance is not a requirement of this program, it is suggested that each participating group have insurance protection.

ADOPT-A-ROADWAY AGREEMENT
ADOPTION TERMS AND CONDITIONS

The City of Reynoldsburg, hereinafter referred to as the "City", and the volunteer organization hereinafter referred to as the Group, recognizes the need and the desirability of litter-free roadways and this Agreement is being issued to allow the Group to contribute toward the effort of maintaining litter-free highways.

By signature, the Group acknowledges the potentially hazardous nature of the work to be performed and agrees to the following terms and conditions:

a. Groups may not hire, pay or contract with another group or professional company to perform the work in the designated adopted section.

b. Groups may partner with another group, but may not pay that group to perform the clean-up.

c. Employees of businesses or commercial establishments may sign up as volunteers but shall not be "paid" to perform the litter pick up.

d. Persons with disabilities are encouraged to participate, and reasonable accommodation will be made where possible. Groups should use extra precautions while working in the right of way. The Group will have to determine what type of precaution will be necessary for any persons of disability associated with the Group.

e. All Group members understand that by the Group Leader signing this Agreement, indicate they shall indemnify and hold the City harmless for any and all injuries received during this volunteer activity. These terms must be agreed to prior to participation and are agreed to by the Group by executing this Agreement on behalf of the Group. Written consent in the form of a Waiver shall be required of each participant in order to participate in a litter pick up.

f. No parking of any vehicle shall be permitted on the roadway portion of state routes, freeways, expressways or thoroughfares. Routes mean "the portion of roadway improved, designed or ordinarily used for vehicular traffic, except the berm of shoulders". (ORC 4511.01)

g. All vehicles shall be parked beyond the shoulder. Permittee's operations shall in no way restrict or interfere with the safe and convenient use of the roadway by the traveling public.

h. Any Group containing personnel under 18 years of age must have adequate adult supervision. A minimum ratio of one adult for each four (4) persons under 18 years of age is

required. Persons under 12 years of age are prohibited from participating in litter pick up activities. **Written parental or guardian consent shall be required for each person under 18 in the form of written permission (letter) signed by the parent or guardian of the minor.**

i. Work shall be restricted from one (1) hour after sunrise to one (1) hour before sunset. No work shall be performed under unfavorable conditions of weather (snow, rain, etc.).

j. Groups shall pick up litter on one side of the roadway at a time. Leather gloves shall be worn at all times by participants. Any safety equipment assigned to be worn by the City shall be worn at all times during the litter pick up.

k. Groups shall **pick up litter monthly during weekends from March 15th through October 15th during the program period.** Litter collection will take place on either day of a weekend for each of these months, determined by the Group. The Group **shall notify the City of Reynoldsburg Service Department of the dates and times in which they intend to engage in clean-up efforts.**

l. Groups shall notify **the Reynoldsburg Service Department** 48 hours prior to schedule their litter pick up. Groups shall be assigned required supplies and materials from **the Service Department** prior to the program's beginning date of March 15th for the program period. Equipment provided to the group will be returned after the October collection, or if the Group decides to no longer participate in the program.

m. Traffic control signs supplied by the Service Department will be placed by the Group during litter pick up operations.

n. The Group shall place filled trash bags at their adopted roadway site for pick up and disposal. The Service Department will collect these bags after the litter pick up has taken place.

o. The City agrees to accomplish the following:

1. Place permanent signs at each Road to identify Group/Program.
2. Provide safety vests, trash bags and traffic control signs.
3. Remove the filled trash bags on a work day as soon as possible after the litter pick up.
4. Remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

q. The Group shall understand that their application to participate in the Adopt-A-Road Program shall be denied if the Group discriminates on the basis of race, sex, age, religion, color, national origin, sexual orientation, gender identity, and disability. Program participants must perform litter collections monthly from March 15th through October 15th of the program year or they may be subject to exclusion from the program.

r. The Group shall take full responsibility for instructing all participants as to the provisions of this Agreement and the necessary safety precautions. The original signed Agreement shall be retained by the Service Department and a copy of this Agreement shall be in the possession of the Group at all times and shall be shown, upon request, to any employee of the Service Department and/or the Reynoldsburg Police Department.

s. The City reserves the right to modify these terms and conditions at any time without notice or cancel the program at any time without notice.

The City recognizes the Group as the adopting organization for the section of roadway named below:

_____

The Group accepts the responsibility of picking up litter on this section of road and promoting a litter-free environment in the community for the period below:

These terms stipulated in this Agreement shall be adhered to by the parties and their representatives as indicated by the signatures below:

FOR THE GROUP:

_____
Name of Group

_____
Group Adopt-A-Road Chairperson

_____ _____
Authorized Signature for the Group Date

_____
Street Address, City, State and Zip Code

_____ _____
Daytime Phone Number Evening Phone Number

FOR THE CITY:

_____ _____
Date

_____
Service Director, City of Reynoldsburg

_____
Date

CITY OF REYNOLDSBURG
APPLICATION FOR ADOPT-A-ROAD PROGRAM

PARTICIPANT WAIVER OF RESPONSIBILITY

By participating in the **ADOPT-A-ROAD** program, I understand and agree that such activity has certain inherent risks that can and do result in injury that can be serious, life limiting, and life threatening.

The City of Reynoldsburg, its elected officials, employees or volunteers are released from all claims resulting from any and all injuries sustained while participating in the **ADOPT-A-ROAD** program, except that arising out of sole negligence of the City of Reynoldsburg, its elected officials, employees, or volunteers. **If participant is a minor (under the age of 18), a parent or legal guardian must provide their permission for the minor to participate by issuing a signed letter agreeing to allow the minor to be an ADOPT-A-ROAD participant.**

Date:_____

Print Name of Adult Participant: _____

Signature of Adult Participant: _____

Print Name of Minor Child Participant(s): _____

_____

_____

Print Name of Parent/Guardian of Minor Child Participant(s):

_____

Signature of Parent/Guardian of Minor Child Participant(s):

_____

THIS WAIVER MUST BE COMPLETED BY ALL PARTICIPANTS IN THE GROUP AND PROVIDED TO THE SERVICE DEPARTMENT PRIOR TO PARTICIPATION

City Auditor's Office
Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Finance and Administration Committee**

RE: **Impact Fee Feasibility Report**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

An Ordinance authorizing the Mayor to enter into a contract with TischlerBise, Inc. and appropriating funds therefore from the unappropriated General Fund for the purpose of a feasibility study of Impact Fees for the City of Reynoldsburg

The Cities of Beaver Creek, Dublin, Delaware, Grandview Heights, Lebanon, Marysville, Pickerington and Sunbury already have established Impact Fees or are currently in the process of implementation of Impact Fees.

TischlerBise will review relevant budgets, fiscal information, planning documents, past studies and other material so that meaningful discussions can be held.

TischlerBise will then meet with appropriate staff from the City. The topics will pertain to current and future growth trends, levels of service, future capital facility needs, geographic sub-areas, financing and other items relevant to meeting the requirements of impact fees.

In order for the leadership of the City of Reynoldsburg to make an educated and informed decision this legislation provides for a feasibility study.

An Ordinance authorizing the Mayor to enter into a contract with TischlerBise, Inc. and

appropriating funds therefore from the unappropriated General Fund for the purpose of a feasibility study of Impact Fees for the City of Reynoldsburg

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT

City Auditor's Office

Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

WITH TISCHLERBISE INC. TO COMPLETE A FEASIBILITY REPORT TO DETERMINE THE ADVISABILITY OF ESTABLISHING IMPACT FEES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS THEREFOR

WHEREAS, the City of Reynoldsburg is experiencing an increase in residential and commercial development causing increased demand on City infrastructure; and

WHEREAS, the City has selected TischlerBise, Inc. to complete a feasibility report and evaluation of the viability establishing impact fees on new development in the City of Reynoldsburg.

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 TischlerBise, Inc., in the amount of $5,500.00 for a feasibility report and evaluation of the viability establishing impact fees on new development in the City of Reynoldsburg and the Auditor to unappropriate the $5,500.00 from the General Fund to Account 110.545.5339.

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

Overview of Impact Fees

Reynoldsburg, Ohio

March 19, 2021

TischlerBise

FISCAL | ECONOMIC | PLANNING

Attachment: Reynoldsburg Work Session_ (Impact Fee Feasibility Report)

TischlerBise
FISCAL | ECONOMIC | PLANNING

- Impact fees/infrastructure financing strategies
- Fiscal/economic impact analyses
- Capital improvement planning
- Infrastructure finance/revenue enhancement
- Real estate and market feasibility

Lebanon	Beavercreek
Delaware	Pickerington
Marysville	New Albany
Dublin	Grandview Heights
Sunbury	

Impact Fee Fundamentals

- One-time payment for growth-related infrastructure, usually collected at the time buildings permits are issued
- Can't be used for operations, maintenance, or replacement
- Not a tax but more like a contractual arrangement to build infrastructure, with three requirements
  - Need (system improvements, not project-level improvements)
  - Benefit
    - Short range expenditures
    - Geographic service areas and/or benefit districts
  - Proportionate

Myths and Misconceptions

- Impact fees cover the entire cost of new facilities, negating the need for higher taxes
  - A "properly" designed fee may come close
  - Credits
  - How about the O&M costs?
    - Additional police officers, fire fighters, etc.
- Impact fees should be based on planning standards, without concern for deficiencies
- All developers/builders hate impact fees
- Impact fees negatively affect low/moderate income housing
- Nonresidential fees can be "adjusted" for economic reasons
- Impact fees will cause new development to migrate to adjacent communities

Attachment: Reynoldsburg Work Session_ (Impact Fee Feasibility Report)

Why Impact Fees?

- Maintain existing levels of service
- New growth pays its equitable share
  - Anti-growth pressure may be eased
- Encourages disciplined capital improvement planning
  - Earmarks money for capital improvements
- Promotes comprehensive planning and growth management
  - Helps ensure adequate public facilities
- Guarantees level playing field

Evaluate Need for Credits

- Site specific
  - Developer constructs a capital facility included in fee calculations
- Debt service
  - Avoid double payment due to existing or future bonds
- Dedicated revenues
  - Property tax, local option sales tax, gas tax

Process

- Determine existing development base and project future growth/redevelopment
- Determine existing levels of service and capital needs due to new growth
- Determine appropriate indicators of demand
- Evaluate methodological alternatives
- Evaluate need for credits
- Calculate fees
- Prepare housing affordability analysis
- Meetings with stakeholders
- Adoption process

Attachment: Reynoldsburg Work Session_ (Impact Fee Feasibility Report)

Comments/Questions

CONSULTANT AGREEMENT
BETWEEN TISCHLERBISE, INC. AND
REYNOLDSBURG, OHIO

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the City of Reynoldsburg, Ohio hereinafter called the "City", and TischlerBise, Inc., hereinafter called the "Consultant".

WHEREAS the City is in need of certain impact fee services; and

WHEREAS the Consultant has expertise in the preparation of impact fees and related infrastructure finance studies.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A".

2. In performing the services identified in the attached Exhibit "A", the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".

3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.

4. The Consultant shall base the analysis on data and information available at the time of the study.

5. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

6. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

City: Stephen Cicak, City Auditor, 7232 East Main Street, Reynoldsburg, Ohio 43068.

Consultant: Carson Bise, TischlerBise, Inc., 4701 Sangamore Road, Suite S240, Bethesda, MD 20816.

7. This Agreement is non-assignable by the Consultant and its subcontractors.

Attachment: Reynoldsburg OH Contract (Impact Fee Feasibility Report)

8. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.

9. This Agreement shall be construed under the laws of Ohio.

10. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.

12. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).

13. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least $1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least $250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to City upon request.

14. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2021.

CITY OF REYNOLDSBURG

_____
Joe Begeny, Mayor
City of Reynoldsburg

Attachment: Reynoldsburg OH Contract (Impact Fee Feasibility Report)

CONSULTANT:

_____

Carson Bise
President
TischlerBise, Inc.

EXHIBIT A

TASK 1: PREPARE IMPACT FEE FEASIBILITY REPORT

TischlerBise will review relevant budgets, fiscal information, planning documents, past studies and other material so that meaningful discussions can be held. TischlerBise will then meet with appropriate staff from the City. The topics we discuss will pertain to current and future growth trends, levels of service, future capital facility needs, geographic sub-areas, financing and other items relevant to meeting the requirements of impact fees.

We will then prepare a Technical Memorandum discussing our findings for the City of Reynoldsburg. The Technical Memorandum will discuss how proportionate share, rational nexus, and benefit tests can be met. Potential data limitations will also be discussed. The types of consultants and cost range to conduct a full study will be noted.

EXHIBIT B

The cost for this assignment is $5,500

TischlerBise
Fiscal, Economic & Planning Consultants

INFRASTRUCTURE FUNDING

Infrastructure Funding Plans

One of the most pressing issues facing communities across the country is substantial infrastructure funding needs. TischlerBise's Infrastructure Funding Plans can help your jurisdiction finance infrastructure in a number of ways.

First, we can prepare a cost-effective "white paper" that evaluates alternative revenue sources and/or financing mechanisms that make the most sense for your jurisdiction to fund the Capital Improvements Plan. The focus would be on revenue sources that are broad-based.

Second, we can prepare a funding plan that (1) estimates capital needs over a defined period; (2) estimates dedicated capital revenue over the same time period in order to determine the "funding gap"; and (3) identifies 2-3 potential funding scenarios to illustrate how a jurisdiction can potentially offset the "funding gap."

An example from a study TischlerBise prepared for Beaufort County, South Carolina, is shown below.

TischlerBise is a fiscal, economic and planning consulting firm that specializes in impact fees, fiscal impact analysis, utility-related rate studies, financial plans and capital funding strategies for local government clients across the United States.

As a result of this focused experience, we are familiar with the issues and challenges facing localities and can apply this knowledge to provide a variety of cost-effective solutions. TischlerBise is the national leader in assisting local governments with viable funding strategies for infrastructure needs. Our infrastructure financing strategies address revenue yield, public acceptance, administrative feasibility, cost of implementation, and technical ease.

For More Information, Contact:

Carson Bise 301.320.6900

Brian Jewett 951.719.8478

Southern Beaufort County, SC, Potential Infrastructure Funding Scenario

	TYPE OF INFRASTRUCTURE					
	ROADS	SCHOOLS	PARKS	FIRE	EMS	LIBRARY
	GROSS FUNDING NEEDS					
	$253,924,000	**$135,090,000**	**$56,279,330**	**$7,150,000**	**$600,000**	**$21,002,667**
	LESS CURRENT FUNDING SOURCES					
Impact Fees	$38,885,529	$0	$13,458,312	$7,500,000	$0	$25,262,221
Unspent STIP Funds	$15,000,000	$0	$0	$0	$0	$0
New STIP Funds	$15,000,000	$0	$0	$0	$0	$0
Rural/Critical Lands			$5,000,000			
	EQUALS ESTIMATE OF FUNDING GAP					
NET FUNDING NEEDS	**($185,038,471)**	**($135,090,000)**	**($37,821,018)**	**$350,000**	**($600,000)**	**$4,259,554**
	POTENTIAL FUNDING OPTIONS TO MEET FUNDING NEEDS					
Revision to Existing Impact Fees	$45,000,000 ($1,200 per du)		$10,000,000 ($840 per du)	N/A		
Implementation of New Impact Fee				N/A	$600,000 ($20 per du)	
Local Option Sales Tax	$140,038,471 (15 years)		$27,821,018 (15 years)	N/A		$5,019,158 (15 years)
Bond Issue (backed by Property Tax)		$135,090,000 ($9.94 m/yr)		N/A		

APA PLANNING

Dear Reader:

We are pleased to present this article, originally published in *Planning* magazine. TischlerBise is a fiscal, economic and planning consulting firm specializing in:

- ❑ Fiscal Impact Analyses
- ❑ Impact Fees
- ❑ Capital Improvement Programs
- ❑ Revenue Strategies
- ❑ Market and Economic Analyses
- ❑ Growth Policy Studies
- ❑ Fiscal Software

TischlerBise has never had to defend any of our 600+ impact fees in court. However, when TischlerBise has critiqued impact fees for the private sector, the fees have been reduced or eliminated. We believe this public and private sector experience is invaluable.

The infrastructure categories for which TischlerBise has prepared impact fees include the following:

- Schools
- Roads
- Water
- Wastewater
- Stormwater
- Parks and Recreation
- Open Space and Trails
- Police/Sheriff
- Fire
- EMS
- General Government Facilities
- Libraries
- Transportation
- Electric
- Jail/Detention Center

TischlerBise has conducted impact fee (and other one-time fee) studies in the following states:

- Alabama
- Arizona
- Arkansas
- California
- Colorado
- Delaware
- Florida
- Georgia
- Idaho
- Illinois
- Iowa
- Maryland
- Mississippi
- Missouri
- Montana
- Nebraska
- Nevada
- New Mexico
- North Carolina
- Ohio
- Oklahoma
- Rhode Island
- South Carolina
- Texas
- Utah
- Virginia
- West Virginia
- Wisconsin

Please contact TischlerBise at 800-424-4318, www.tischlerbise.com, or info@tischlerbise.com to obtain further information, receive the reprint, ***"Impact Fees – Understand Them or Be Sorry,"*** TischlerBise Fiscal & Economic Newsletters, or to discuss TischlerBise's impact fee and other consulting services.

20 Points to Know About Impact Fees

by Paul S. Tischler
TischlerBise, Inc.

Impact fees are an increasingly popular revenue source to local governments. While there are a number of advantages to impact fees and related exactions, there are limitations. As communities and development groups become more sophisticated about what should be expected from a thorough impact fee study, they will become more critical and their level of expectation will increase. This article briefly notes 20 nontechnical points of which one should be aware.

1. *Impact fees are viewed as a free revenue source without any constituency requirement.*

Impact fees may be voted in without an election, usually apply only to new development (which does not yet exist) and are perceived to exclude current taxpayers. Therefore, impact fees are a fairly painless and free revenue source since there is no obvious increase in cost to current voters.

2. *Impact fees pertain only to new capital facilities which reasonably benefit the payer.*

Many people still believe that impact fees can be utilized for capital facilities which benefit existing residents. However, expenditures utilizing impact fees must show a reasonable benefit to those paying. Under some statutes, an existing facility can be included in an impact fee calculation if it was oversized to serve the new development.

3. *The impact fees collected must be spent within a reasonable time period.*

A mandated or general rule-of-thumb is about six years, although ten years may suffice. In most cases the jurisdiction must have a good idea that the money will be spent within the reasonable

(continued on next page)

Attachment: 20-Points-FINAL-8-23-07 (Impact Fee Feasibility Report)

time period for a specific facility. This encourages capital improvement programs to be prepared.

4. *The electorate may think that impact fees will pay for all new capital facilities, therefore negating the need for higher taxes.*

This expectation by the electorate could lead to long term negative political consequences. Even if impact fees are eligible to pay for all capital facilities, which is highly unlikely, they will not negate the need for higher taxes due to operating costs.

Educate the electorate on what impact fees do and do not accomplish.

5. *Educate the electorate on what impact fees do and do not accomplish.*

Impact fees relate solely to capital facilities for new development. They do not pertain to rehabilitation, retrofitting, or replacement of existing capital facilities. Also, the greater cash cow of operating expenses must be explained to the electorate. Otherwise, their expectations will be artificially high.

6. *The amount of impact fees must be politically acceptable.*

The amount that is politically acceptable will vary by state and jurisdiction. If an impact fee of $1,500 is the politically acceptable amount, while the maximum justifiable is $8,000, it may not make sense to pursue some impact fees. This depends on how much revenue can be obtained by impact fees and/or other sources.

7. *The community should be growing.*

A 3-5% growth rate may allow the community to raise a reasonable amount of revenues and also show the need for additional capital facilities due to growth. A very low growth rate will generate minimal revenues and new capital facilities may not be needed in the foreseeable future for most services.

8. *Planning departments are probably the most appropriate center for managing impact fee activity.*

The calculation of impact fees is closely related to land use and rational nexus. Planning departments are generally the most appropriate center for managing this activity. Impact fee calculations are not primarily an accounting or engineering exercise. Because rational nexus requires one to show a benefit of the impact fee to the capital facility or the particular service, land use issues are very important. Also, projections, usually provided by planning departments are very important. In jurisdictions where there is an active planning department, this department will probably be the most appropriate center for managing impact fee activity. This should not preclude other departments, such as finance and budget, from playing an integral part.

Current levels of service must be met.

9. *Current levels of service must be met unless there is a plan to address existing deficiencies.*

There is a tendency for communities and their consultants to assume the adopted level of service for the impact fee study. You cannot extract a higher level of service and commensurate fee solely from new development unless there is a plan to address deficiencies generated by the current population.

Do not rely solely on departmental assumptions.

10. *Do not rely solely on departmental assumptions; instead, obtain your own background information.*

Because departments may not be familiar with the requirements of impact fees, they are unlikely to clearly understand the difference between adopted and existing levels of service, service

delivery areas and their relationship to existing and new capital facilities and several other issues. If the right questions are asked, they should be able to provide the information. The most fail-safe way to ensure this is to obtain your own information from the departments.

11. *Analyze the capital improvement budget.*

The potential impact fee revenues will need to be related to the capital improvement budget or capital improvement element. It is important for the analyst to be familiar with this budget and its validity, both short and long term.

12. *Be familiar with the possible geographic service areas in order to comply with rational nexus.*

As the development community becomes more concerned about pass-throughs due to tighter markets and fiscal constraints, they are more likely to look at the geographic service areas and their relationships to their project. There is a tendency for jurisdictions to have larger service areas than may be appropriate. The service areas will vary by type of activity.

13. *Can a jurisdiction provide the needed capital facilities?*

The recommended impact fees should have some relationship to what the jurisdiction can actually provide. Whether it is due to time lag, backlog of existing facilities, debt ratios or political constraints, the impact fee work will be diminished if the jurisdiction cannot provide the needed capital facilities (assuming that impact fees do not pay 100% of the new cost).

14. *Beware of granting credits.*

In some state statutes, the future tax payments of a house or nonresidential property which are utilized for debt service of a particular capital facility will need to be credited on a discounted basis against the impact fee amount. Even in states where this is not required, the "spirit" of impact fees is to avoid any double payments. Therefore, credits will be granted in most cases.

15. *What are the realities of charging nonresidential development.*

In many states the jurisdiction may not discriminate between different types of land use for the same service. In one county, a road impact fee was not implemented because the officials did not wish to add another fee to nonresidential development. This particular jurisdiction wanted to attract as much nonresidential development as possible. The question of charging nonresidential development should be raised and answered near the outset of the study in order to avoid extra work if the answer is no.

16. *Be aware that some new home buyers are already residents within the jurisdiction.*

In some jurisdictions 50-70% of new home buyers are trading up within the same jurisdiction. The reality is that these people have been paying for capital facility needs through their existing tax base from the time they were in the community and are now being asked to pay a second time. As a point of information, elected officials should understand this.

17. *Decision makers should be aware of the "intergenerational equity" issue, a negative aspect of impact fees.*

In many cases, impact fees mark the change from intergenerational equity to site-specific equity. Many of us and almost all of our parents lived in a community where the capital facilities were paid as part of the regular tax burden. The use of impact fees and other exactions means that those who move into a community are now buying into capital facilities with a one time fee.

Educate elected officials on impact fees.

18. *Educate elected officials on impact fees.*

For many elected officials the term impact fee means a new revenue source that can be utilized in tight times. The only thing they may know

(continued on next page)

about impact fees is that existing taxpayers will not have to pay them. However, there are important pluses and minuses to the use of impact fees which have been noted above and which should be conveyed to elected officials.

Including a public/private sector advisory group may ease the acceptance process.

19. *Including a public/private sector advisory group may ease the acceptance process.*

Using this type of group educates everyone on the openness of the process and reasonableness of the data as well as providing a means to reveal, before the end of the study, any major oversights which might have been made. TischlerBise recommends this process to its clients and in over 90% of the cases it is accepted. By coming to closure with such a group prior to the final report, there are fewer acrimonious hearings and less chance of litigation.

Garbage In – Garbage Out.

20. *Garbage In – Garbage Out.*

The above 19 points focus more on the non-technical issues; however, they allude to a number of technical issues, such as rational nexus. As noted, communities and development groups will become more sophisticated regarding the substantiation of impact fees. The relationship of level of service, geographic areas, capital improvement budgets, and comprehensive plans are all critical in devising a solid impact fee study. Perhaps most important is the need for the analyst to "get his feet dirty" by reviewing the local data to ensure that it is valid to be included in the study itself. An adopted recreation plan does not necessarily mean the data is valid for impact fee calculations. Overcrowded school conditions may need to be reflected in the level of service definitions. Garbage in will result in garbage out.

TischlerBise
COST OF GROWTH SERVICES

CALL TOLL-FREE (800) 424-4318

Please send the following:

- ❑ Reprint "20 Points to Know About Impact Fees"
- ❑ Reprint "Impact Fees – Understand Them or Be Sorry"
- ❑ Excerpts from: ICMA IQ Report "Introduction to Infrastructure Financing"
- ❑ Recent *Fiscal & Economic Newsletters*

4701 Sangamore Road, Suite S240
Bethesda, MD 20816
(800) 424-4318 • Fax (301) 320-4860
info@tischlerbise.com
www.tischlerbise.com
Also: Pasadena, CA

Information about TischlerBise Consulting Services:

- ❑ Fiscal Impact Analyses
- ❑ Impact Fees
- ❑ Capital Improvement Programs
- ❑ Revenue Strategies
- ❑ Growth Policy Studies
- ❑ Market and Economic Analyses
- ❑ Fiscal and Economic Software

Name _____

Title _____ Agency _____ Telephone _____

Street _____

City _____ State _____ Zip _____

Reprinted from:

International City/County ICMA Management Association

$MART GROWTH NETWORK

Dear Reader:

Tischler & Associates, Inc., (TA) is pleased to present this excerpted reprint from "Getting Smart!" the newsletter of the Smart Growth Network. The article, authored by staff member Carson Bise, is reprinted with the permission of the International City/Council Management Association (ICMA).

TA is a fiscal, economic and planning consulting firm specializing in:

- ❑ Fiscal Impact Analyses
- ❑ Impact Fees
- ❑ Capital Improvement Programs
- ❑ Revenue Strategies
- ❑ Growth Policy Studies
- ❑ Market and Economic Analyses
- ❑ Economic Development Strategies
- ❑ Fiscal and Economic Software

To date, TA has conducted over 300 fiscal impact analyses and more than 500 impact fee studies, none of which have been challenged.

In addition to this article, we offer several other reprints which may be of interest. Our TA Fiscal & Economic Newsletters discuss fiscal findings in jurisdictions throughout the country, and we also offer select TA articles excerpted from various national publications, such as:

- ❑ Analyzing the Fiscal Impact of Development (excerpt from the MIS Report published by ICMA)
- ❑ Fiscal Impact Analysis: Reader Beware, Some Caveats (excerpt from The Growth Management Reporter newsletter)
- ❑ Impact Fees: Understand Them or Be Sorry (article from Land Development magazine)
- ❑ 20 Points to Know About Impact Fees (article from Planning magazine)
- ❑ Fiscal Impact Analysis in Local Comprehensive Planning (excerpt from Planner's Casebook newsletter published by the American Planning Association)
- ❑ Introduction to Infrastructure Financing (excerpt from ICMA IQ Service Report)

Please call TA at (800) 424-4318, visit www.tischlerassociates.com, or email us at TAFiscal@tischlerassociates.com, to obtain the reprints or to discuss TA's fiscal impact evaluations, impact fees, and other consulting services indicated above.

SMART GROWTH & FISCAL REALITIES (Excerpts)

by L. Carson Bise, II, AICP

Although smart growth has social, environmental, and other components, the general concept is to encourage development in areas having existing infrastructure capacity and to discourage "leapfrog," or sprawl development patterns. The author's consulting assignments with Tischler & Associates, Inc. (TA), a nationally known fiscal, economic and planning consulting firm, have confirmed that smart growth is almost always a much more fiscally sustainable development pattern than traditional sprawl development. This fiscal viability is an important planning consideration, as a comprehensive plan is difficult to implement if it is not fiscally sustainable. This article discusses the general relationships among several factors that influence the fiscal sustainability of growth

"... a comprehensive plan is difficult to implement if it is not fiscally sustainable."

A fiscal impact analysis determines costs and revenues attributable to new development. The analysis should reflect revenues, capital costs and associated operating expenses. This is in contrast to an economic impact analysis, which evaluates direct and indirect impacts on the overall economy; those impacts are typically new jobs, real disposable income and consumer spending.

Methodologies

The two most common methodologies utilized in fiscal impact analyses are the average cost-per capita method and case study-marginal cost method. The average cost-per capita approach is probably the more popular and more frequently used method for evaluating fiscal impacts. The reader should take caution, however, when using this approach because it focuses on average cost per capita or employee, it doesn't consider the available capacities of existing capital facilities, and it masks the timing of additional facilities required to serve new growth. The case study-marginal cost method is the most realistic method for evaluating fiscal impacts. Under this approach, available capacities usually determine the staging of capital facilities and where variable, and semi-variable, costs can be reflected.

"The case study-marginal cost method is the most realistic method for evaluating fiscal impacts."

Using a local government's fire department as an example, the differences between the average-cost and case study-marginal methods can be illustrated. The average cost method would divide the fire department budget by population, or both population and employment, to arrive at a level-of-service standard of $X. This cost would be incurred regardless of where and when development occurred. The case study-marginal cost approach would evaluate the service response time and, based on discussions with fire personnel, ascertain whether a new station and/or apparatus was needed. If not, there would be no additional cost in constant dollars. If there were a need, then a new station or bay would be required for the additional apparatus, and there would be a cost for additional staff. Therefore, the timing of new development would be critical and would affect the city's capital needs and costs, operating expenses, and of course, any offsetting revenues.

Locational Differences, Costs

The demands for government services and capital facilities are closely related to developments' location relative to existing infrastructure. These locational differences relative to existing infrastructure can only be reflected using a case study-marginal cost methodology. Infill

"...the timing of new development would be critical..."

and new development that occur in areas already served by infrastructure are typically able to capitalize on infrastructure economies of scale, both capital and operational. This is an important factor given that much of a community's capital improvement plan is comprised of growth-related projects, resulting in less money for infrastructure replacement and maintenance needs. Often overlooked in the discussion of infrastructure needs are the associated operating costs, which are the largest costs incurred by capital facilities; annual operating costs typically account for approximately 80 percent of a jurisdictional budget.

Revenue Structure

Unlike costs, the physical development pattern typically has little impact on the local revenue structure, except for any variations in property taxes resulting from locational differences. Therefore, it is the composition of the local revenue structure that mainly affects the fiscal sustainability. For example, many western states rely heavily on sales tax collected at the point of sale as the primary local revenue source. With this revenue structure, additional retail development is attractive to many communities. However, additional retail development can happen at the

"These locational differences ... can only be reflected using a case study-marginal cost methodology."

expense of existing retail space, especially over the long-term. In addition, given the lower wages earned in retail and service jobs, new retail development can exacerbate affordable housing shortages in many communities.

In states with aggressive local revenue structures, such as Maryland, TA has found that new residential growth pays its own way in most counties because of higher revenues from property, income and transfer taxes, which are linked to the higher taxable values of new homes relative to the existing base. For buyers to afford these units their average household income will generally be higher as well, which affects local income tax. Although TA studies have found that future land use scenarios reflecting smart growth principles generate the best fiscal results in Maryland, the local revenue structure aids the fiscal sustainability of a sprawl development pattern as well.

Annexation Considerations

Many cities perceive annexations as "cash cows" and choose to enhance the tax base in this fashion, rather than encourage redevelopment within the existing city. Annexations are attractive because of the potential for realizing instant revenues from property tax and in many instances, sales and income tax. This is particularly true when situs-based sales tax (point-of-sale) and/or point of employment income tax is at stake. Costs are only rarely considered because of the difficulty in ascertaining the likely increased demands for services and the resulting costs. These costs often include extension of new infrastructure, associated operations and maintenance costs, as well as unforeseen costs for such items as rehabilitation of substandard infrastructure. In many cases, costs would be less to encourage redevelopment within the existing city.

"The Dublin analysis raised interesting policy questions such as the city's willingness to subsidize some annexation in order to exercise its control over land uses."

For example, TA completed a fiscal analysis of growth, as well as the feasibility of several annexations, for Dublin, Ohio. Because Dublin is fortunate to have a favorable job-to-housing ratio that is expected to continue into the future, the analysis concluded that new growth within the city generates net revenues because of the income taxes from non-residential development. It also concluded that all combinations of annexation areas generate average annual net deficits because of the large amount of residential development and the need to extend infrastructure. The Dublin analysis raised interesting policy questions such as the city's willingness to subsidize some annexation in order to exercise its control over land uses.

Conclusion

By including a fiscal impact analysis as part of the planning process the community and local government decision-makers can gain a better understanding of the fiscal realities of different development alternatives. With this knowledge, the fiscal impacts can be evaluated alongside non-fiscal issues such as environmental concerns, housing affordability, jobs/housing balance, and quality of life, in order to make decisions in the best interest of the particular community.

Tischler & Associates, Inc.
Providing Solutions for Growth
4701 Sangamore Road • Suite N210 • Bethesda, MD 20816
Also: Pasadena, CA
www.tischlerassociates.com

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Parks & Recreation Dept.
Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Fixed Asset Removal Parks and Recreation Department**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

Items requesting to be removed:

1762 2001 Dodge Ram Van 2B7H11X91K536363

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST

WHEREAS, the City of Reynoldsburg Parks and Recreation Department is requesting the removal of equipment from the department's fixed asset; and

WHEREAS, the equipment being removed is either no longer functional or operational.

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

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the city's Fixed Asset list:

Parks & Recreation Dept.
Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

From the Parks and Recreation Department

Tag #	Item
1762	2001 Dodge Ram Van

SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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

Reynoldsburg
OHIO · 1839

Fleet Maintenance Department

Vehicle Disposal
#411

Donna,

I am recommending that Unit 411 be removed from the City Fleet. This van is now 20 years old and has well passed the in service goal of 10-15 years for vehicles of this type. Structural and Mechanical issues for this van will surpass the value and any repairs are not justified. It is in need of bodywork, front brakes, shocks, wheel bearings as well as other miscellaneous items. If you have any questions please feel free to reach out.

Thank you,

Justin Jones
Fleet Maintenance Supervisor

CITY OF REYNOLDSBURG
Fleet Maintenance Department
7806 East Main Street Reynoldsburg, OH 43068 614-322-5805 www.ci.reynoldsburg.oh.us

City Of Reynoldsburg

Vehicle Disposal Form

Department	☑ Parks and Recreation	☐ Water	☐ Street	☐ Building	☐ Storm Water	☐ Police	☐ Fleet Maintenance	
Vehicle #	411							
Year	2001							
Make	Dodge							
Model	Ram Van							
Mileage	36,500							
Condition	☑ Poor	☐ Fair	☐ Good					

Reason for disposal: This van is 20 years old and has well exceeded its serviceable life to the city. It is rusting out on the body as well as the structural frame. Over the past couple years we have had engine running issues with the outdated fuel system. 411 has served its purpose and is well past the 10 year in service plan for vehicles of its kind. It is not econimical to keep maintaining and fixing this vehicle.

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Connected Central Ohio GreenwaysSystem**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

This legislation requests an appropriation of $10,000 as the City of Reynoldsburg's contribution to join the RAPID 5 Project. The RAPID 5 Project's goal is to connect central Ohio's metro parks, greenways, trail systems and waterways to provide all citizens, but especially disadvantaged neighborhoods, with access to these valuable community assets. Many other central Ohio communities have already contributed to this effort. Columbus has donated $100,000, Dublin $20,000 and many other communities donating $10,000. With Reynoldsburg attempting to build a more pedestrian and accessible community, it is important that we join this effort to provide our residents with access to as much of central Ohio's greenways as possible. The Columbus Foundation will be the funding conduit for the RAPID 5 Project.

AN ORDINANCE OF SUPPORT FOR THE CITY'S PARTICIPATION IN THE CENTRAL OHIO RAPID 5 PROJECT TO CONNECT CENTRAL OHIO GREENWAYS AND APPROPRIATING FUNDS THEREFOR

WHEREAS, IN 2021 ULI Columbus and the Mid-Ohio Regional Planning Commission (MORPC) will team up to work with local governments, businesses and residents to develop the vision for RAPID 5 to connect central Ohio Metro Parks, greenways, trail systems, and waterways to provide access and grow central Ohio's recreation, transportation systems; and

WHEREAS, the City of Reynoldsburg is a member of MORPC and represented on its Commission; and

WHEREAS, the City of Reynoldsburg is working to increase pedestrian mobility and access to our City and participating in the RAPID 5 Project will provide even greater access to areas outside of our municipality; and

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

WHEREAS, the City of Reynoldsburg has been a member of many similar MORPC sponsored programs and worked cooperatively with central Ohio communities for the past years to carry out the initiatives identified to enhance the lives and betterment of all our communities; and

WHEREAS, the City of Reynoldsburg is committed to protecting and preserving its natural resources and pursuing initiatives that will have positive impact on its environment; and

WHEREAS, the City of Reynoldsburg recognizes its ability as a local government to lead and influence the growth and development of pedestrian based connections to our greater community and support this RAPID 5 Project with a $10,000 donation with The Columbus Foundation being the funding conduit for this project.

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 City of Reynoldsburg commits to participation in the ULI Columbus and MORPC sponsored RAPID 5 Project with a donation of $10,000.00.

Section 2: That funds for this donation will be unappropriated from the General Fund account in the amount of $10,000.00 with funds directed to The Columbus Foundation.

Section 3: That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor

Vision For RAPID 5

RAPID 5 will bring together governments, businesses, neighborhoods, and residents to create a vision for an open space system that spans the region. Central Ohio has an impressive waterway system that has the potential to redefine the region and connect our community with an extensive greenspace system unparalleled anywhere else.

OPPORTUNITY

Central Ohio has a waterway system consisting of five rivers that span across Franklin County: Big Darby Creek, Scioto River, Olentangy River, Alum Creek, and Big Walnut Creek. Historically, the access to these resources has been unevenly distributed, remained disconnected from a larger system, and many waterways have suffered environmental damage. Over the past decade, focused improvements to storm and sanitary sewer systems and concerted efforts of individual jurisdictions, Metro Parks, and Central Ohio Greenways to greatly expand our regional trail system have resulted in dramatic improvements in the water quality along our five major rivers. Corridors, including the Big Darby Creek and the Olentangy trail system, offer benchmarks to base improvements for the other corridors. Central Ohio is now poised to coalesce around a comprehensive vision for these waterways and build on the existing work that has been done over the years. RAPID 5 is a plan to develop a comprehensive vision for these corridors, which has the potential to redefine the region and connect our residents with an extensive greenspace system unparalleled in the nation.

GOAL

Capitalizing on the opportunity, the aspiration is to redefine our region around these corridors and provide access to all our residents. Most critically, the goal is to realize improvements to corridors in our communities that have not had access. The project aims to create and improve connections to our disadvantaged neighborhoods with these amenities and improve quality of life for families in these neighborhoods. The RAPID 5 will connect all residents to the systems, grow corridors for both recreation and transportation, create a cross-jurisdictional network, and redefine the framework of our community around our natural resources. A reimagined greenspace system in Central Ohio will connect our community to the many beautiful natural resources that spur from our waterways while also serving as the spine of an active transportation network that connects neighborhoods across our region to job centers, commercial districts, cultural amenities, and other resources.

VISION

In 2021 ULI Columbus and MORPC will team up to work with local governments, the business community, and residents to develop the vision for RAPID 5. As with past efforts, like insight2050 and insight2050 Corridor Concepts, the power of this coalition will realize a game-changing vision for Central Ohio. This development of the vision will lay the foundation for developing one of the largest, if not the largest, inter-connected greenspaces in the country. It will reimagine how residents move around the region for commuting, recreation, and other activities by developing a vision for more diverse greenspace activities, equitable connectivity to greenspace, and better linkage from neighborhoods to job centers through greenspace.

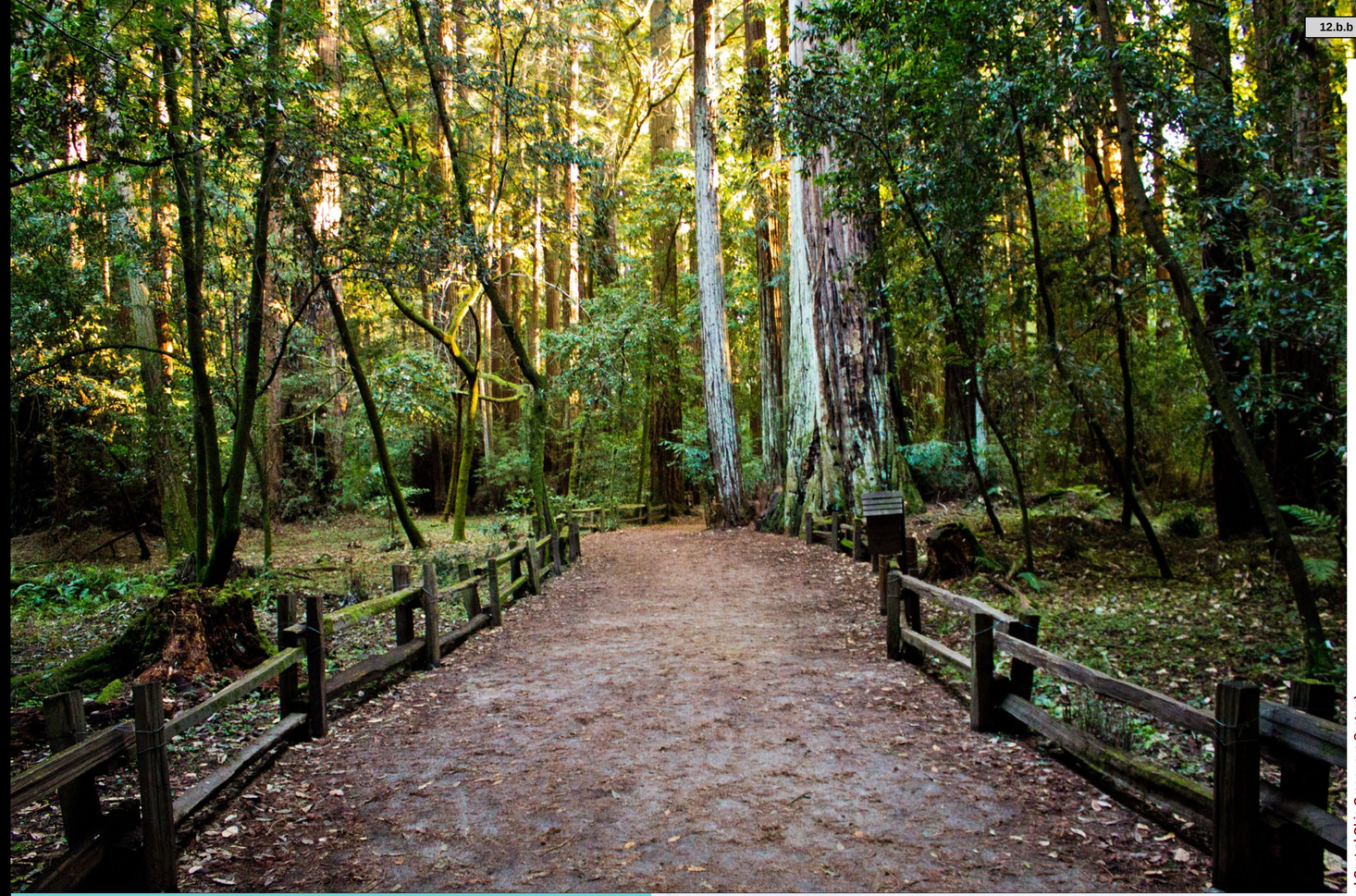
RAPID 5 will provide access to recreation, benefit our economy, manage growth, provide educational opportunities, improve health outcomes, preserve natural resources, and enhance overall sustainability. Implementing this vision will benefit communities throughout the region by:

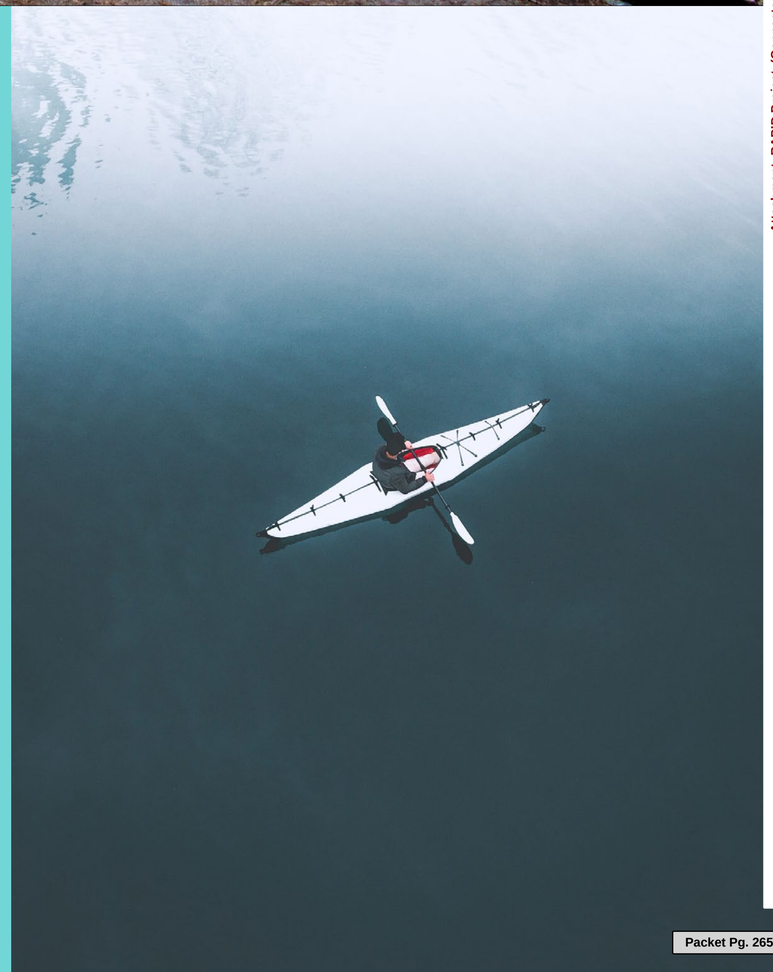
- Attracting jobs;
- Adding to local tax bases; and
- Improving the quality of life for all residents.

We look forward to working together to develop a new vision for our community.

RAPID PROJECT

Redefining Our City



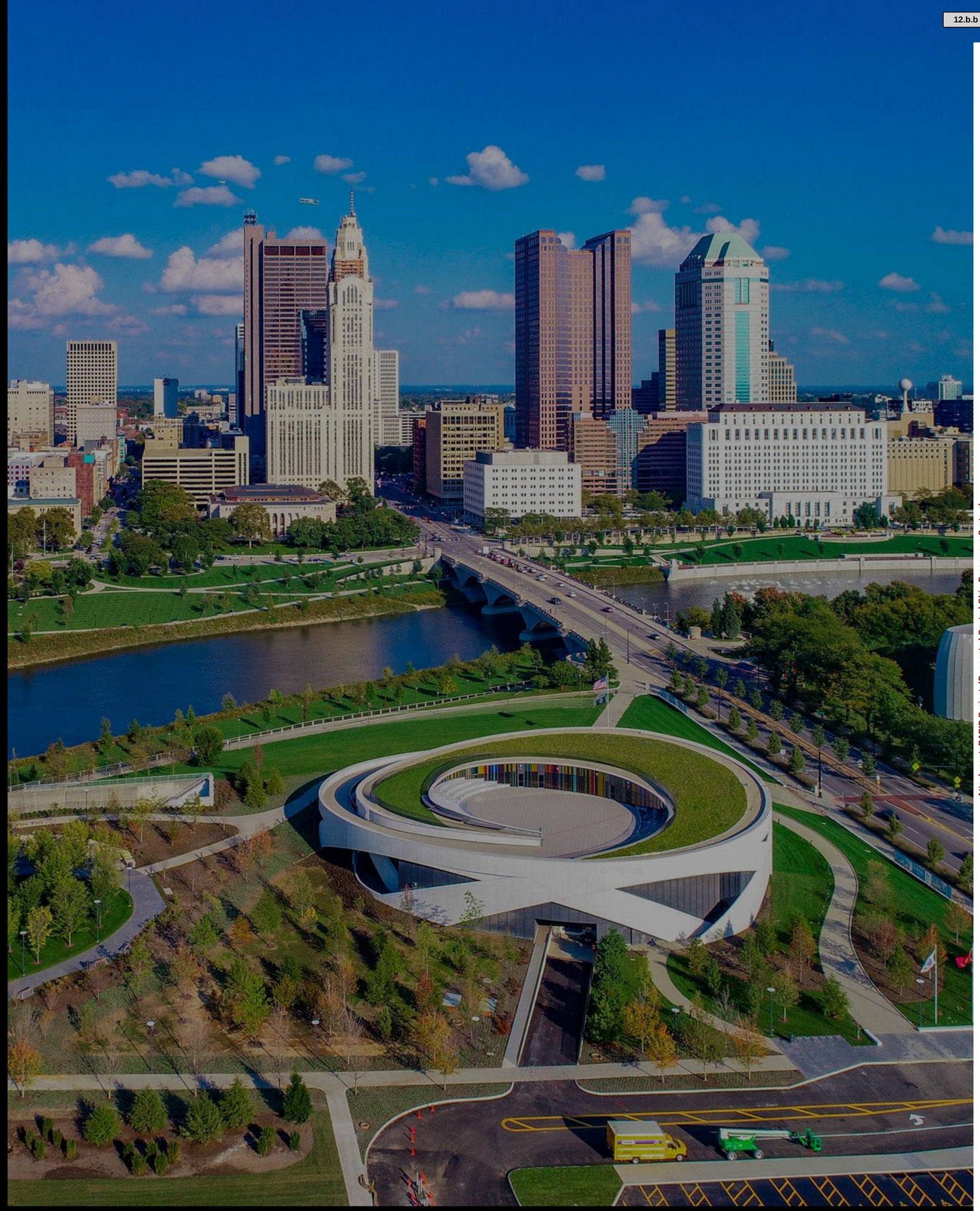


theRAPIDproject.org

Attachment: RAPID Project (Connected Central Ohio Greenways System)

INTRODUCTION

Our greenways and waterways are the future of connection between environment, recreation, and Central Ohio's communities. **The RAPID Project aims to create a vision for one regional park network.**



Attachment: RAPID Project (Connected Central Ohio Greenways System)

The Building Blocks of Our Open Space System

146 Miles

Blueways and Riparian Corridors

38,300 Acres

Parks and Greenspace

143 Miles

Trails and Connections

315 Miles

On-street Bike/PED Facilities

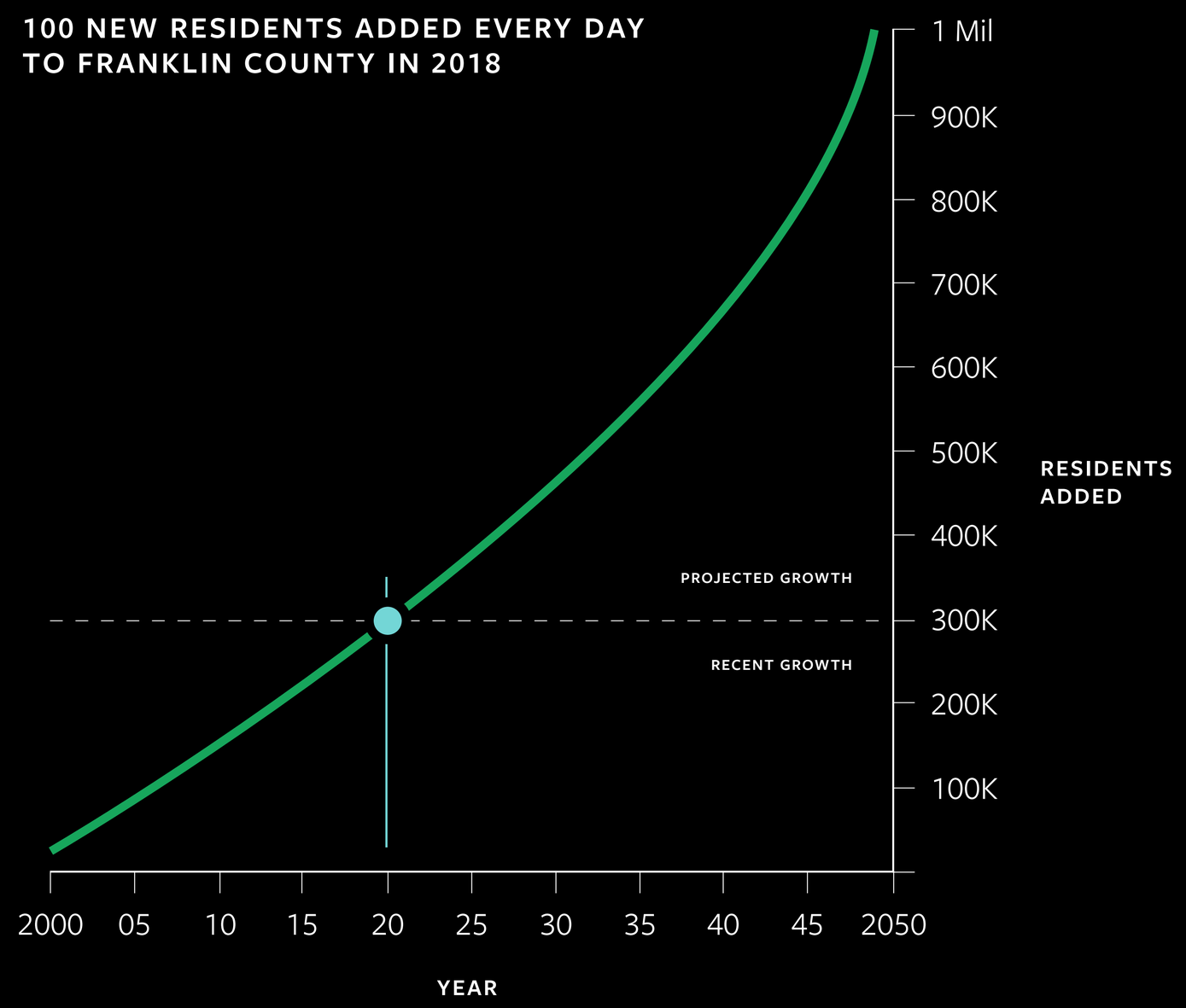
Attachment: RAPID Project (Connected Central Ohio Greenways System)

Growth Opportunities in Franklin County

100 New Residents added every day to Franklin County in 2018

30,000 Residents added to Franklin County in 2018 alone

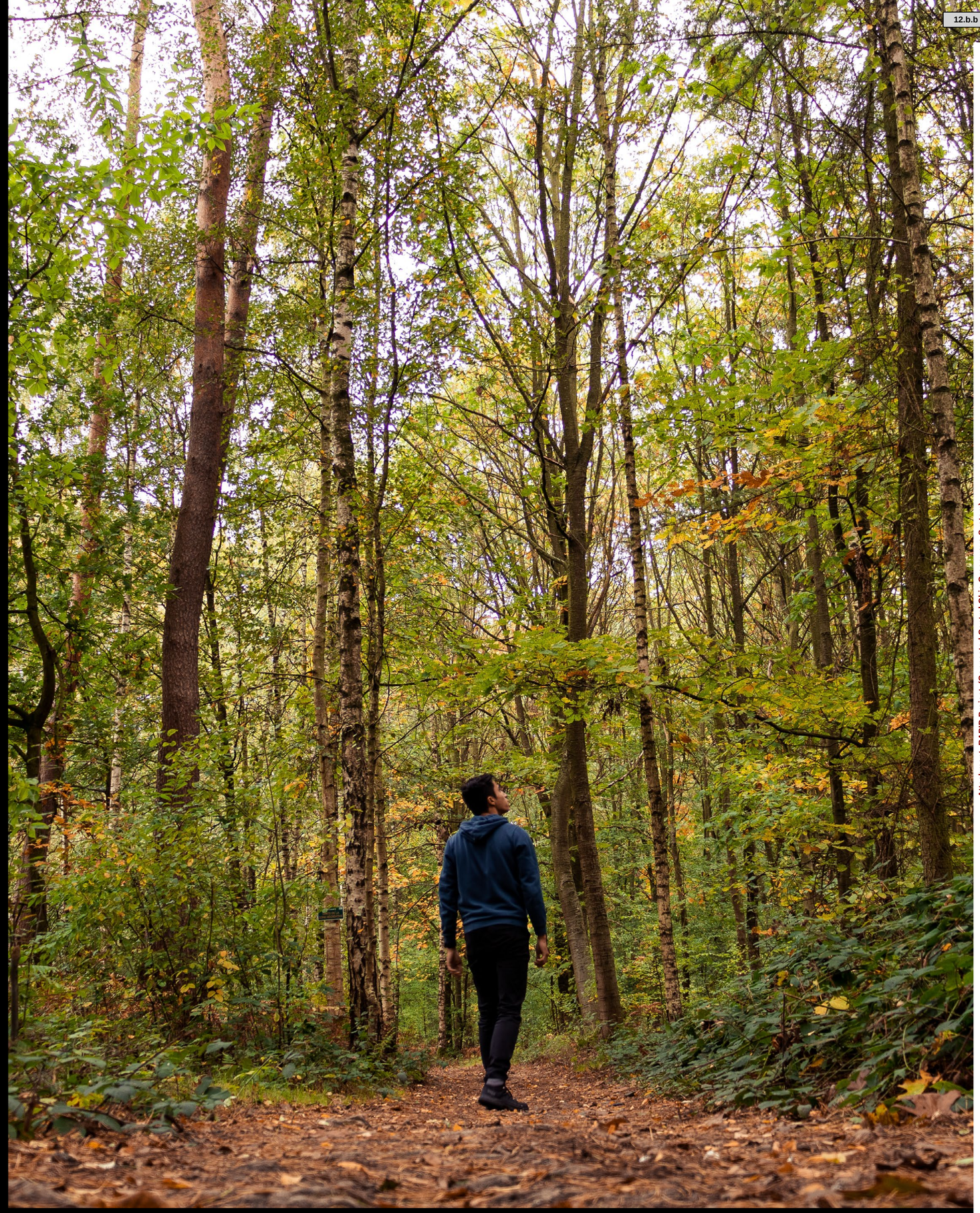
695,000 Additional Residents expected by 2050



Attachment: RAPID Project (Connected Central Ohio Greenways System)

Benefits Improving Our Community

- Health & Wellness
- Mobility Choice
- Environmental Stewardship
- Economic Vitality
- Social Equity



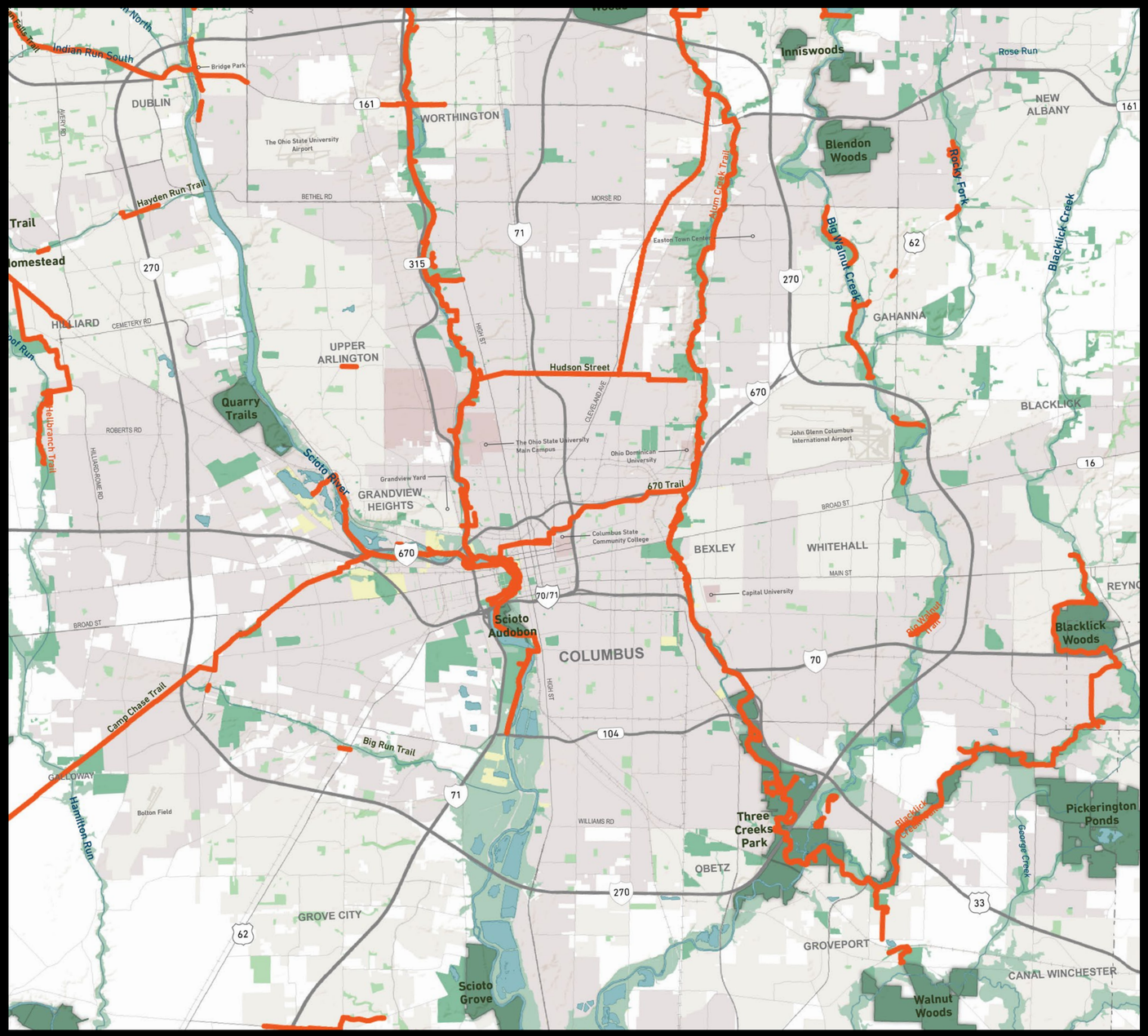
Attachment: RAPID Project (Connected Central Ohio Greenways System)

People and Places Impacted

- Schools & Students
- Businesses & Employees
- Residents & Neighborhoods
- Cultural Institutions
- Marginalized Communities

Attachment: RAPID Project (Connected Central Ohio Greenways System)

Our System
Today



275 schools within 1/4 mile of existing park or trail

524k jobs within 1/4 mile of existing park or trail

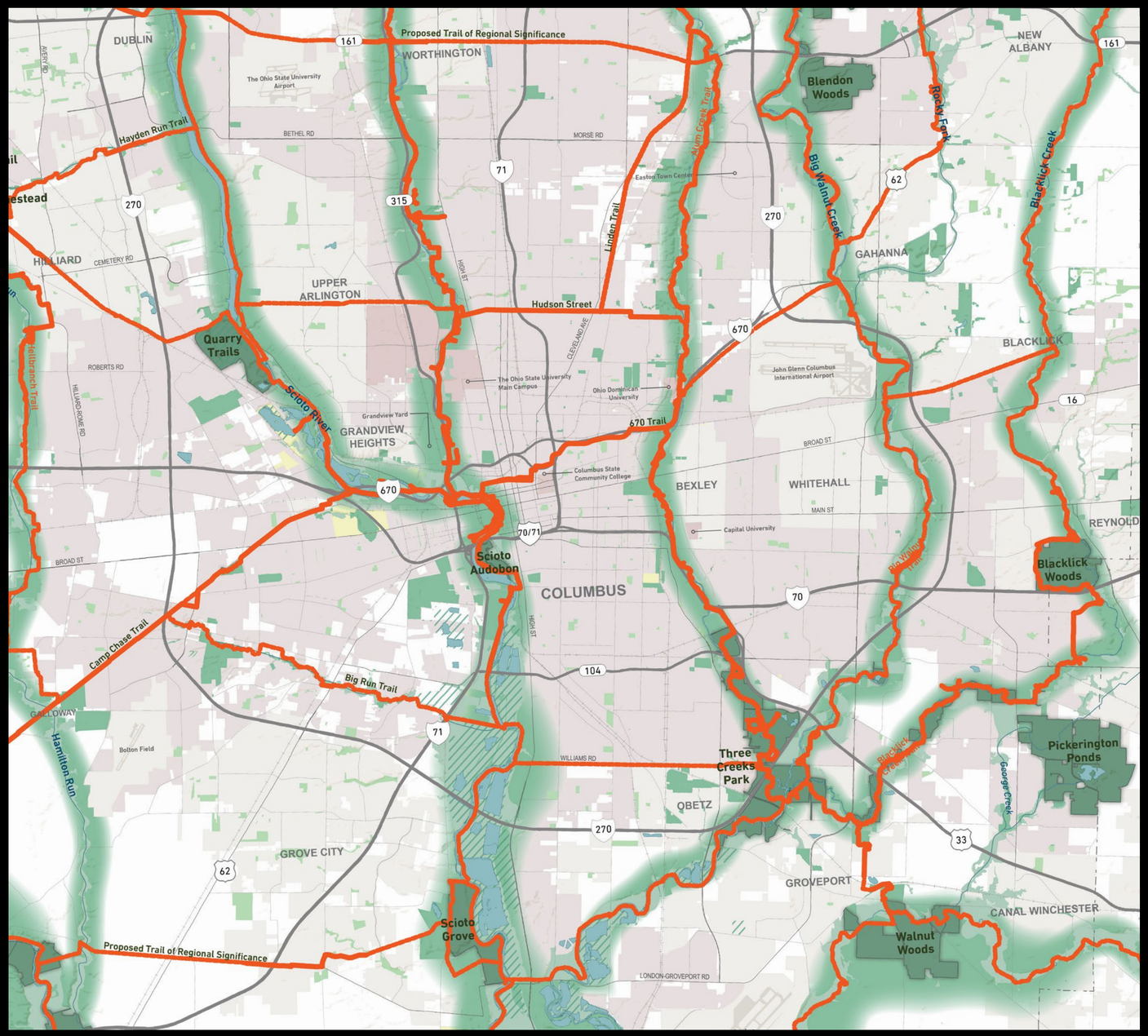
840k residents within 1/4 mile of existing park or trail

500 activity centers within 1/4 mile of existing park or trail

less than 60% of very low opportunity neighborhoods within 1/4 mile of existing park or trail

Attachment: RAPID Project (Connected Central Ohio Greenways System)

Our System
Tomorrow



320 Schools within 1/4 mile of existing park or trail
45 (16%) more than today

660k jobs within 1/4 mile of existing park or trail
135k (26%) more than today

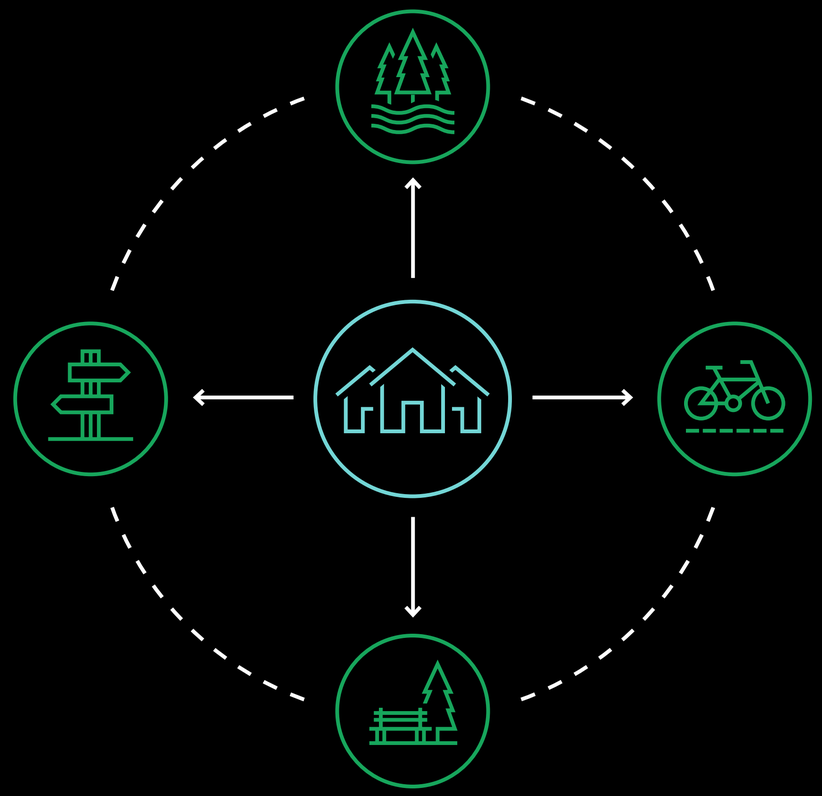
1.108m residents within 1/4 mile of existing park or trail
268k (32%) more than today

590 activity centers within 1/4 mile of existing park or trail
90 (18%) more than today

more than 77% of very low opportunity neighborhoods within 1/4 mile of existing park or trail
28% more than today

Attachment: RAPID Project (Connected Central Ohio Greenways System)

Our System
Tomorrow



Every Franklin County resident will be within 1.5 miles of a park or greenway

Attachment: RAPID Project (Connected Central Ohio Greenways System)

PHOTO BY: **FRED MILLER**

PHOTO BY: **K FEASEL**

PHOTO BY: **CB**

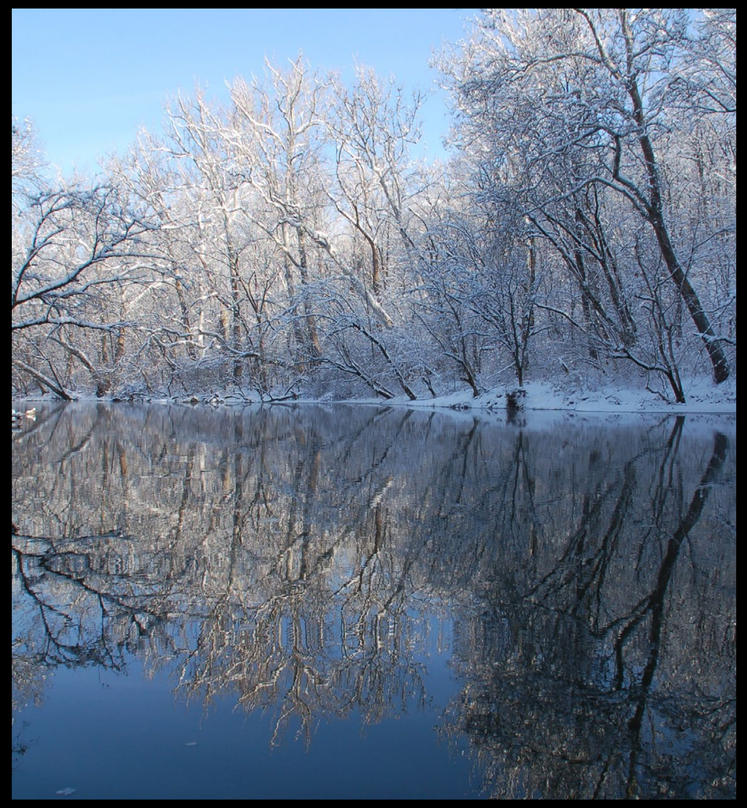


PHOTO BY: **AB**

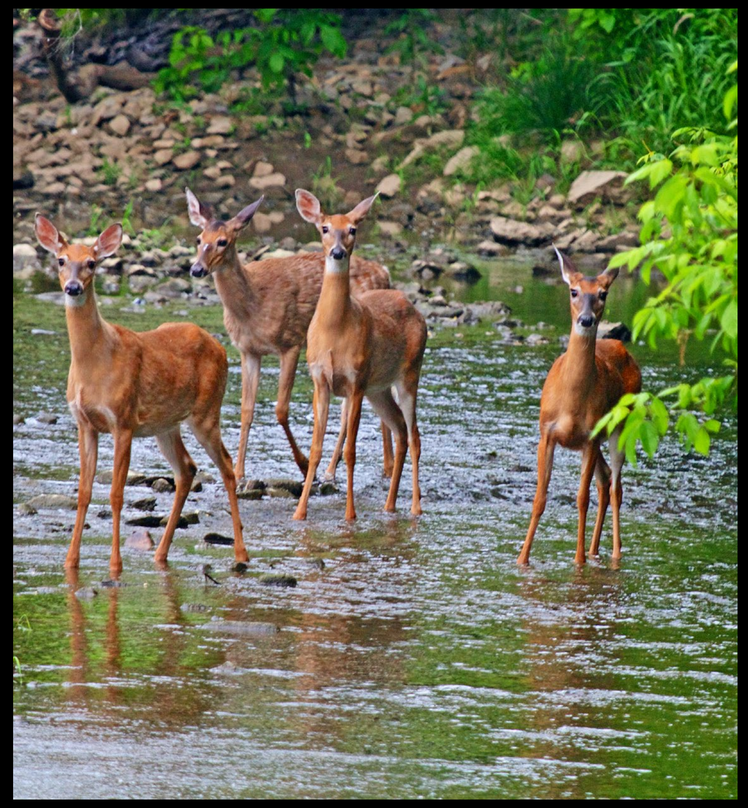


PHOTO BY: **D CRAWFORD**

Attachment: RAPID Project (Connected Central Ohio Greenways System)

Where You Come In

In order to realize this unprecedented connection to our natural resources and invest in our public spaces, we need to create a vision to guide that investment. This planning process will span jurisdictions, neighborhoods and institutions to build a framework around our waterways which will define central Ohio in the future. Support for this planning process will be the foundation that allows us to fully take advantage of the unique opportunity that we have in front of us today.

Attachment: RAPID Project (Connected Central Ohio Greenways System)

RAPID PROJECT

Contact RAPID

305 W Nationwide Blvd, Suite 217
Columbus, OH 43215

info@theRAPIDproject.org

Attachment: RAPID Project (Connected Central Ohio Greenways System)

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Safety, Law and Courts Committee**

RE: **Appropriation of Donated Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

This request is for council to transfer K-9 donated money in the amount of $8,051.00 from the general fund to account 110.111.5207 Law Enforcement Supplies.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE POLICE DEPARTMENT FOR DONATED MONIES

WHEREAS, the Reynoldsburg Police Department has received a generous donation for $8,051.00 for the K-9 unit; and

WHEREAS, those monies need to be appropriated from the unappropriated General Fund and into the following police department funds:

Appropriate $8,051.00 into Account 110.111.5207 Law Enforcement Supplies

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

SECTION 1. That an amount of $8,051.00 in the unappropriated General Fund be and is hereby

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

appropriated as follows:

110.111.5207	$8,051.00	Law Enforcement Supplies

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

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Public Safety, Law and Courts Committee**

RE: **Purchase of Copiers for the PD**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Currently we have two copier leases that are up for renewal. The current lease cost is $822.55 mo/$9,870.60 yearly. The Reynoldsburg Police Department is requesting permission for the Mayor to enter into a contract with Modern Office Methods (MOM) 4747 Lake Forest Drive, Cincinnati-Ohio 45242 for the replacement of both copiers. The new cost of the equipment will be $716.55 per mo/ $8,598.60 yearly which comes in lower than current equipment with a cost savings of $100.00 mo/$1,200.00 yearly. Money was currently budgeted in the 110.111.5639 to cover the cost of the new equipment. Attached documentation is provided.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE COPIERS FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Reynoldsburg Police Department has two copier units with expiring lease agreements; and

WHEREAS, the Police Department is requesting the renewal of a sixty-three month lease with Modern Office Methods, for two new copier units.

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

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for two (2) copiers for the Police Department with a lease term to of sixty-three months at total fee of $25,795.80.

SECTION 2. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

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

modern office methods

For: City of Reynoldsburg Police Department

By: Dan Lamatrice

Date: February 24, 2021

The content in this proposal is confidential trade secret information and intended for the use of (Name of Company) only. The content herein may not be reproduced without the specific written permission of Modern Office Methods. This is a proposal only, and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request. **Pricing in this proposal is good for 30 days starting on February 24, 2021**.

www.momnet.com

This document is confidential and contains proprietary information of Modern Office Methods.

Attachment: ID2960 (Purchase of Copiers for the PD)

CLIENT LOYALTY IS **OUR PRIORITY**

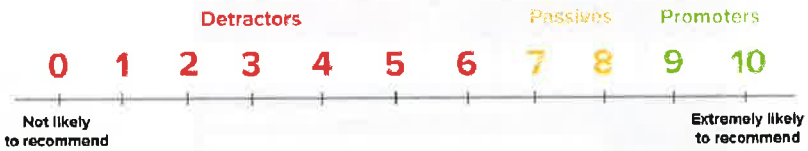
modern office methods

www.momnet.com

91.0

MOM's Net Promoter Score

MOM utilizes the **Net Promoter Score** to gauge our clients' overall satisfaction and loyalty to our organization. The **Net Promoter Score** is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or services to others.



NPS = % - %

CLIENT LOYALTY MANAGER

MOM's Client Loyalty Manager personally responds to all surveys where the client has indicated they are not satisfied. He listens to the client and creates an action plan to resolve their issue. Following up with the client and internal departments until satisfaction is achieved. They will also follow up months later to confirm resolution...which is referred to as "Closing the Loop".

NET PROMOTER SCORE

Why is the NPS score important to us and *more importantly*...why is this score important to you? Asking the ultimate question of *"Would you recommend MOM?"* allows us to track promoters and detractors, producing a clear measure of our organization's performance through our clients' eyes. Our goal is to make all of our clients promoters because then we know their experience merits positive feedback. If we fall short of that mark, our Client Loyalty Manager has processes in place to rectify the situation. We don't see customer service as a department at MOM, but instead, an attitude. Our Client Loyalty Manager monitors all feedback and our team is very passionate about providing the best possible experience for our clients. We are proud to say **Client Loyalty is Our Priority.**

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TOTAL GREEN DOCUMENT SOLUTIONS

This document is confidential and contains proprietary information of Modern Office Methods.

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BUSINESS TECHNOLOGY **REVIEW**

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TOTALCARE.360

At MOM, we are dedicated to *Total Client Satisfaction*. In 2017, we launched the new **BUSINESS TECHNOLOGY REVIEW (BTR)**. This review is held at the very least, once a year to make sure MOM is being as effective as a partner that is possible for you, the client.

The BTR breaks down **MOM's EFFICIENCY SCORE** – This score measures how well we are doing as a partner. The Efficiency Score covers 4 main areas of our business at a client's site: *Fleet Management, Service, Managed Documents, and Security*.

EFFICIENCY SCORE

- FLEET MANAGEMENT
- SERVICE
- MANAGED DOCUMENTS
- SECURITY

FLEET MANAGEMENT looks at all managed and unmanaged device to identify trends that may determine a different strategy for the future. We will review trends in volume, as well as, trends in the black/white to color ratio.

SERVICE outlines the uptime of your equipment to review any trends over the last 6 months to a year. Service calls are detailed out to identify areas of improvement.

MANAGED DOCUMENTS dashboard gives us information on how the client is using scanning, document workflow, and mobile forms, if at all, in their environment.

SECURITY identifies 5 areas of a client's business that MOM's services can help with from monitoring scan destinations, user authentication, image overwrite, HDD overwrite, and encryption.

Finally, our *Client Loyalty Manager* reviews all survey responses to make sure we are doing the best job possible for our clients. Ask about our *Net Promoter Score* for more information about how MOM gauges our client's overall satisfaction and loyalty to our organization.

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PROPOSED INVESTMENT PLAN

Canon DXC5740i – Report Writing

Canon DX4745i – Detective Bureau

Both machines are configured same as current

Investment Option:

60 Month FMV Lease **$ 716.55 / month**

Maintenance:

Includes 7,300 black and 1,800 color copies/prints per month with overages billed quarterly at $.00662 for black and $.04524 for color.

Cost per copy has been fixed for length of contract

***Includes:** Parts, Labor, Travel, and all Toner.
***Excludes:** Paper and Staples.

Current lease and Maintenance for iRC5540i & iR4235 - $822.55

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TOTAL CARE GUARANTEE

MOM has one of the premier, **written guarantees** in our industry. We offer you a 60-day money back guarantee, Free Loaner Program, 24 hour-7 day a week-help line, Contract Flexibility, Certified Service Technicians, Network Support, Guaranteed Performance Clause, and our ABSOLUTE SATISFACTION GUARANTEE that states that if you are not happy with your equipment for any reason, we will replace it with an identical or similar piece of equipment at your written request!

This plan not only ensures your total and complete satisfaction with the equipment now, but also for the length of the lease if the equipment is financed or three full years if the equipment is purchased outright. *(Equipment must have a MOM service plan.)*

With over 14,000 customers in our territory and a 98% approval rating, we feel that we have the right equipment, competitive pricing, and the right support staff to make another satisfied client now and in the future!

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DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **Modern Office Methods, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Reynoldsburg Police Department			7240 E Main St	
CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6800	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING METE - COLOR

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR
Canon iRC5740i			
Canon iR4745i			

Monthly Payment* $ 716.55 — B&W Impressions Included / Month 7,300 — B&W Overages billed at $ .00662 per impression

*plus applicable taxes — Color Impressions Included / Month 1,800 — Color Overages billed at $ .04524 per impression

TERM AND PAYMENT INFORMATION

Term in 60 Months — The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

_____ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value mea the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Modern Office Methods, Inc.			

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	SIGNATURE	TITLE	DATED
CUSTOMER (as stated above)	X	Mayor	

FEDERAL TAX I.D. #	PRINT NAME
31-6400909	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitat insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you an regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agr to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on Page 2)*

Attachment: ID2960A (Purchase of Copiers for the PD)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, w notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on t Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering prope tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is return for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) fr and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will r change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement val of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insur on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us l remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILI INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way relat to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or i any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstand hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties her and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, termina existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immedia stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRE OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreem is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collecte excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compil reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after y fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, a reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently app and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affilia and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial t or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condit full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTH FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equa 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obt verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of St You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agre execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expre stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier informa regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such o address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consentin receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This expr consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to m non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must b writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN T AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLI AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST A SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTI EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYST INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UND THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or fed court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE A RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material requ for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to p monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardless of the numb impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide m readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum nun of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each succes 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start da this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pa a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement each Payment thereafter shall be due on the same day of each month.

Attachment: ID2960A (Purchase of Copiers for the PD)

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # , between , as Customer and , as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

City of Reynoldsburg Police Department
Customer

Signature

City Auditor
Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: ID2960A (Purchase of Copiers for the PD)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: ID2960A (Purchase of Copiers for the PD)

Ohio Department of TAXATION
tax.ohio.gov

STEC B
Rev. 3/04

Sales and Use Tax
Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

Purchaser must state a valid reason for claiming exception or exemption.

City of Reynoldsburg Police Department
Purchaser's name

7240 E Main St
Street address

Reynoldsburg OH 43068
City, state, ZIP code

City Auditor
Signature Title

Date signed

31-6400909
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment: ID2960A (Purchase of Copiers for the PD)

Attachment: ID2960A (Purchase of Copiers for the PD)

modern office methods

AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: ID2960A (Purchase of Copiers for the PD)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.	**City Of Reynoldsburg Police Department**
Lessor	Customer
	X
Signature	Signature
	Mayor
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: ID2960A (Purchase of Copiers for the PD)

Site Survey

modern office methods

v9.18.17

General

Company	City of Reynoldsburg Police Department	Contact	Cheryl Christy	Order #	
Address	7240 E Main St	Phone #	614-322-6926	Sales Rep	Dan Lamatrice
City St Zip	Reynoldsburg, OH 43068	e-Mail	ckristy@reypd.com	Date	

Delivery Information

Model	Canon IRC5740i	115v/15a	115v/20a	220v/20a	Steps ☐	Model		115v/15a	115v/20a	220v/20a	Steps ☐
Location	7240 E Main St	☐	☐	☐	Elevator ☐	Location		☐	☐	☐	Elevator ☐
IPAddress					Dock ☐	IPAddress					Dock ☐
Model	Canon iR4745i	115v/15a	115v/20a	220v/20a	Steps ☐	Model		115v/15a	115v/20a	220v/20a	Steps ☐
Location	7240 E Main St	☐	☐	☐	Elevator ☐	Location		☐	☐	☐	Elevator ☐
IPAddress					Dock ☐	IPAddress					Dock ☐

Connectivity & Software

IT Contact

IT Phone

IT Email

☑ Internal ☐ Outsourced ☐ None

☐ Hot Swap

☐ Demo Unit

☐ User Codes ☑ Scan to Email ☐ Fiery / Creo

☐ Desktop Fax ☑ Scan to Folder ☐ Spectrophotometer

☐ Fax Forward ☐ PPDM ☐ PS for Macs

Who will be networking the equipment?

☑ MOM ☐ Client ☐ Not Connected

Is there a network drop available within 5 feet of the machine? ☑ Yes ☐ No

Is there a fax line available within 5 feet of the machine? ☑ Yes ☐ No

Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

☑ DCA Already Installed ☐ DCA Install Approved

Signature Authorizes DCA Installation

Network Services & Installation Rates Charge

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these

Connectivity Warranty

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of $150.00 per hour with a 1 hour minimum.

Client Responsibilities

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

Software Acknowledgement & Release

Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners & employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.

Signature _____ Date _____

Network Installation Terms & Conditions Acceptance

Post-Installation Training ☑ Yes ☐ No

Key Operator Contact	Cheryl Kristy	Phone #	614-322-6926	e-Mail	ckristy@reypd.com

Special Instructions

Attachment: ID2960A (Purchase of Copiers for the PD)

Machine Removal Information

Hard Drive Security

☑ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.

☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods $175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.

☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM $300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____ Title: _____ Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

☐ **"Remove" & Transfer Ownership to MOM**: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

☑ **Return to Leasing Company with RMA**: I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company 's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of $500 per device will apply.

☐ **"Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOMs' warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of $100 per month per device , plus a $150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will contiunue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machinne(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name _____ Signature _____ **Requested Return Date:** ___/___/___

"Storage" Comment Information:

Asset(s) To Be Picked Up

Model	Canon iRC5540i	Serial #	WXE00946	Location	7240 E Main St	☐ "Remove"	☑ "Return"	☐ "Store"
Model	Canon iR4235	Serial #	RKJ20501	Location	7240 E Main St	☐ "Remove"	☑ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = $100. Relocation to a different facility in Zone 1 or 2 = $200. Add $50 per each additional service zone & $100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at $50. The need for a DSE will be charged at $150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

Attachment: ID2960A (Purchase of Copiers for the PD)

Addendum - Pre-Installation Site Survey

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

Model	Location	Network Drop	Fax Line	115v/15a	115v/20a	220v/20a	IP Adress / Comments
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
		☐	☐	☐	☐	☐	
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Addendum - Client Asset Pick-up Authorization

Company	Address	City St Zip
Contact	Phone	eMail

Model	Serial	Location	Pricing for these options is as stated above in the main body of the Site Survey					
			MACHINE			HARD DISK DRIVE		
			"Remove"	"Return"	"Store"	HD Overwrite	HD Removal	Quick Format
			☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐
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Attachment: ID2960A (Purchase of Copiers for the PD)

modern office methods

AGREEMENT NO.

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 50,000

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

_____

Phone: _____

Fax: _____

Description of Item(s) to be insured:

Canon iRC5740i

Canon iR4745i

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com**.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Police Department
Customer

X
Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: ID2960A (Purchase of Copiers for the PD)

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Needs Assessment by Star Consultants Inc. for Public Service & Parks and Recreation Facilities**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Star Consultants Inc. will conduct a facility needs assessment for the City's Department of Public Service and Parks and Recreation Department. The needs assessment will include an assessment of existing facilities, program development, conceptual plans for renovation of the existing facilities as needed and a conceptual plan for a new consolidated facility.

Star Consultants Inc proposal for these services is $37,110.00. These funds were appropriated (110.448.5331) as part of the City's 2021 Engineering/Architectural budget.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STAR CONSULTANTS INC. TO CONDUCT A NEEDS ASSESSMENT FOR THE CITY'S CURRENT PUBLIC SERVICE AND PARKS AND RECREATION FACILITIES

WHEREAS, City facilities for the streets, utility and parks and recreation department need serious repairs and maintenance; and

WHEREAS, the City has selected Star Consultants Inc. to complete a needs assessment and evaluation of a current facilities as well as what would be necessary for a new shared complex.

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 Star Consultants, Inc., in the amount of $37,110.00 for a needs assessment of existing facilities for the street, parks and recreation and utility departments as well as what is necessary for a new combined complex

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

Technical Proposal (Architect/Engineer)
State of Ohio Standard Forms and Documents

Contingent upon acceptance of your Technical Proposal submission, your firm will be recommended as the Architect/Engineer ("A/E") for this Project.

By submission of this technical proposal, the firm is affirming that they are capable of providing the manpower and competency required to meet the proposed schedule and project objectives.

Star is an **EDG/MBE** certified company with the State of Ohio and City of Columbus. Our team thanks the City of Reynoldsburg for providing this opportunity to be of service on this very important project.

This document represents our understanding and project approach for Architect & Engineer Services for Department of Public Services/Parks and Recreation Facility Needs Assessment Study."

PROJECT DESCRIPTION

Star (A/E) will provide all basic architectural and engineering services for the accomplishment of the need assessment study. The City of Reynoldsburg is seeking Star consultants to perform a Facility Needs Assessment for the City's Department of Public Service Street and Stormwater Department located at:

7806 East Main Street (Exhibit A)

As well as the City's Water, Sewer and Parks and Recreation Department located at:

1615 Truro Avenue (Exhibit B)

Star Consultants, Inc. will:

- Evaluate the functions and needs of the existing facilities, and
- Evaluate the current conditions at both sites to determine the best plan of action moving forward to suit the City's current and future needs:

A recommendation will be made to:

- Improvements/expansion of existing facilities, or
- Consolidation of all Departments, and construction of a new facility on the existing site at 7806 East Main Street

SCOPE OF SERVICES

Star's scope of services shall be as per our response to RFP and as listed below.

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

A. DESCRIPTION OF WORK TASKS

I. Program Development

1. Document Collection
   a. Obtain current documents indicating current space use and staff functions.
   b. Any previous viable programming or planning documents, reports, memoranda, or other similar statements will be collected and reviewed to determine if they add substance to the current effort.
2. Meetings with Stakeholders
   a. Stakeholder schedules will be coordinated and established for availability and efficiency. A meeting schedule will be developed in collaboration with the Owner team and submitted for review and approval.
   b. Programming questionnaires will be prepared with input from Reynoldsburg leadership focusing on current staff, anticipated future growth, space needs, equipment needs, functional needs, and other key factors addressing current conditions and extrapolating future expansion needs for the next thirty years. These questionnaires will be submitted to the project Stakeholders in advance to review and execute prior to the programming meetings. (NOTE: Stakeholders include Reynoldsburg leadership, key managers, department heads, designated staff, and others defined as critical to the process).
   c. Star personnel will schedule and meet with the Reynoldsburg Stakeholders in sessions appropriate to the group topic and size. During these sessions, the stakeholder questionnaire responses will be reviewed and discussed for clarity. In addition, other topics including operational considerations and critical functional requirements will be opened for discussion. Future growth requirements will be projected and discussed. The content of these meetings will be recorded. The content will be analyzed for current and future needs, areas of potential overlap, and other factors.
   d. During these sessions, spatial relationships/connectivity between the different functions will be identified and recorded to ensure optimum development as the program.
   e. The sessions will also establish sustainability goals and practical measures to obtain them.
   f. Key site critical factors such as minimum “turn around” radii, parking requirements, functional separations, utility concerns, clearances and other such items will be identified.

3. Demographics Analysis
   a. Information from public records indicating population trends will be accumulated.
   b. Additional resources from within Reynoldsburg’s database and other sources that provide any growth projections will be assembled and reviewed.

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

4. Development of preliminary Program of Requirements (POR)
   a. Review the consolidated information collected during the programming meetings with Stakeholders and supplemental demographic data.
   b. Develop preliminary current and future equipment needs.
   c. Evaluate site constraints and requirements.
   d. Analyze the "needs, wants and wishes" and prioritize in a reasonable hierarchy.
   e. Create a preliminary comprehensive written document defining space needs and area quantities, potential shared spaces, functional needs, storage (interior and exterior) requirements, spatial and functional relationships, critical site demands, etc., based on anticipated growth determined as part of the investigation process.

5. Preliminary Program of Requirements Review
   a. Review preliminary program document with Reynoldsburg Leadership Team
   b. Discuss content and collaborate on appropriate adjustments based on sound judgement and defensible decisions.
   c. Record all revisions collectively decided by the team.

6. Development of final Program of Requirements
   a. Incorporate all revisions into the final document.
   b. Present the final Program of Requirements to the Reynoldsburg Leadership. Final submittal to include ten (10) paper copies and one digital pdf.

II. Assessment of the Existing Facilities

1. Document Collection

a. Obtain all available building construction documents, mechanical and electrical systems drawings and data, site surveys, site utility plans, GIS documents, parcel information.

b. Collect energy usage information including power and fuel usage documents.

c. Request all hazardous materials reports and other environmental studies and information.

2. Scheduling

a. Coordinate with Owner to ensure accessibility to site and availability of Owner personal to provide access to any secured locations at each site.

b. Prepare a preliminary schedule for each site.

c. Submit and obtain Owner approval (or modify accordingly), publish, and distribute the approved schedule to all key team members.

Assumptions:

1. It is assumed that existing facilities "Record documents" are available for use by our team.
2. Our proposal/scope does not include any topographic, utility, and Hazardous material surveys. These efforts if needed will be provided at an additional cost.
3. Sub-Consultants fees will incur a markup of 15%.
4. All printing will be reimbursable.
5. Any permits fees or consultation with Authority Having Jurisdiction will be reimbursables.
6. Design and Construction Administration phase fees will be negotiated separately after the program is accepted.

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

Technical Proposal -The City of Reynoldsburg – Need Assessment Study

Star Consultants Fee	CLASSIFICATION & LABOR HOURS							TOTAL	TOTAL
Labor Classification	Project Manager	Project Architect	Civil Engineer	Struct Engineer	HVAC	Plumbing Engineer	Electrical Engineer	HOURS	COST
Loaded Labor Rate	$150.00	$125.00	$120.00	$120.00	$120.00	$120.00	$120.00		
I. ASSESSMENT OF THE EXISTING FACILITIES									
1. DEVELOPMENT COLLECTION		2	2	2	2	2	2	12	$ 1,450.00
2. SCHEDULING	1	4						5	$ 650.00
3. PERFORM FACILITY ASSESSMENT		4	4	4	4	2	4	22	$ 2,660.00
4. REVIEW APPLICABLE CODES FOR IMPACT	2	4			2		2	10	$ 1,280.00
5. ASSESSMENT REPORT	2	2	2	2	2	2	2	14	$ 1,750.00
II. PROGRAM DEVELOPMENT				120					
1. DOCUMENT COLLECTION	4	6	4	4	4	4	4	30	$ 3,750.00
2. MEETING WITH STAKEHOLDERS	4	4	0	0	0	0	0	8	$ 1,100.00
3. DEMOGRAPHIC ANALYTICS	2	4	2	2	2	2	2	16	$ 2,000.00
4. DEV. OF PRELIMINARY PROGRAM OF REQUIREMENTS (POR)	2	6	4	4	4	4	4	28	$ 3,450.00
5. PRELIMINARY PROGRAM OF REQUIREMENTS REVIEW	2	2	0	0				4	$ 550.00
6. DEV. OF FINAL POR INCLUDING COST ESTIMATES	4	4	4	3	3	2	3	23	$ 2,900.00
III. CONCEPTUAL PLANS FOR THE RENOVATION OF THE EXISTING FACILITIES									
1. REVIEW INFO. TO ADOPT THE CURRENT FACILITIES	2	4	2	2	2	2	2	16	$ 2,000.00
2. DEV. CONCEPT. PLANS UTILIZING THE TWO CURRENT FACILITIES		6	2	2	4	2	4	20	$ 2,430.00
3. DEVELOP DATA SUPPORTING THE CONCEPTUAL PLANS		6	3	3	3	2	3	20	$ 2,430.00
4. INFORMATION INTEGRATION AND RENOVATION PLANS SUBMISSION	1	4	0	0	2			7	$ 890.00
IV. CONCEPTUAL PLANS FOR A NEW CONSOLIDATED FACILITYOF THE EXISTING FACILITIES									
1. REVIEW INFORMATION TO CREATE COMPLETELY NEW FACILITIES	2	2	2	2	2	2	2	14	$ 1,750.00
2. DEVELOP CONCEPTUAL PLANS FOR CONSOLIDATING THE TWO SITES ON ONE SITE		6	4	4	4	2	4	24	$ 2,910.00
3. DEVELOP DATA SUPPORTING CONSOLIDATED CONCEPTUAL PLAN		4	4	4	4	2	4	22	$ 2,660.00
4. INFORMATION INTEGRATION AND CONSOLIDATED PLAN SUBMISSION		4	0	0				4	$ 500.00
							Lump Sum Fee		**$ 37,110**

EDGE COMMITMENT

Are you an EDGE certified firm? *Yes*

KEY PERSONNEL FOR THIS PROJECT

Name	***Title***	***License Number***
Hamid Mukhtar, Phd, P.E	*Project Manager*	*63511*
Chris Bendinelli, RA, AIA, LEED AP	*Project Architect/Lead*	*ARC-8307640*
Imad Jaweed, RA	*Project Architect*	*ARC-01129225*
Ali Alghothani, PE	*Structural Engineer*	*57345*
Ali Mustafa, PE	*Civil Engineer*	*61045*
Raj Kapoor, PE	*Project Design Lead (Mechanical)*	*80496*
Mufeed Lahham, P.E.	*Project Engineer (Mechanical)*	*9257 (Delaware)*
Hassan Tariq, M.S.	*Project Designer (Mechanical)*	*85549*
Rohan Butt, M.S.	*Project Designer (Mechanical)*	
Sid Baker, PE	*Project Engineer (Electrical)*	*74018*

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

Ned Reed, PE	*Project Engineer (Electrical)*	*52922*
Paul Thaliath, BSE	*Project Designer (Electrical)*	

ADDITIONAL INFORMATION REQUIRED FOR STATE AGENCY AND HIGHER EDUCATION PROJECTS
THIS INFORMATION IS REQUIRED TO COMPLETE THE RELEASE OF FUNDS

Location of principal place of business

1910 Crown Park Court
Columbus, Ohio 43235

Location from which all or most of the contract work will be performed, if different from principal place of business

Same as above

Provide information for all state contracts that your firm has had approved by the Controlling Board since the beginning of last fiscal year through this fiscal year to date. Also include contracts approved for this agency or institution of higher education. Total Number of Contracts: 07

Agency/University	*Contract Amount*	*FY*
JFS-190701, OFCC	***$ 67,954.79***	***2018***
JFS-190501, OFCC	***$ 62,559.92***	***2018***
OSU- Lima Outdoor Lighting Upgrade	***$ 48,000.00***	***2018***
OSU-190008-Roads & Bridges	***$ 482,742.00***	***2019***
DNR-190041, OFCC	***$589,332.28***	***2019***
DRC-19F089	***$249,207.20***	***2019***
DRC-19F056	***$402,498.69***	***2019***
DNR- Life Safety Upgrades	***$7,148585.76***	***2020***

Provide the following employee information for your firm:

	Nationwide	*Ohio*
Total Number of Employees	*22*	22
Percentage of Women		
Percentage of Minorities	41%	41%

What percent of your work will be completed by consultants? To be determined

If over 50% – provide the following employee information for each subcontractor

Subcontractor	Nationwide # of Employees	Nationwide % of Women	Nationwide % of Minorities	Ohio # of Employees	Ohio % of Women	Ohio % of Minorities
NA						

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

Total Estimated Construction Cost: *To be determined*

Provide the following information regarding your fees for the services performed:

Fee Analysis	***Contract Amount***	***Percent of Total Construction Cost***
Professional Design Services (Need assessment Services)	*$37,110.00*	*Not known*
Soil Test & Surveys	*To be determined*	
Design Phase Services	*To be determined*	
Other – Additional services & Reimbursable Expenses	*To be determined*	

Accepted: The City of Reynoldsburg

Signature: Date

Star Consultants, Inc.

Signature: Date:

Attachment: Star Consultants Inc. Techncial Proposal (Proposed Public Works and Parks and Recreation Facility) (Needs Asssment for

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Establish an Annual Sidewalk Maintenance Program**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING THE CITY ENGINEER/DIRECTOR OF PUBLIC SERVICE TO IMPLEMENT AN ANNUAL SIDEWALK INSPECTION, REPAIR AND MAINTENANCE PROGRAM

WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents to provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code (ORC) provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fails to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total cost of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio Law, the City of Reynoldsburg Codified Ordinances also require thatall owners of property abutting on streets of the City shall, upon notice being

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

given to them pursuant to ORC 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council; and

WHEREAS, the City Engineer has prepared the plans, specifications, and cost estimates for the construction and repair of proper sidewalks for the properties described in "Exhibit A"; and

WHEREAS, the plans, specifications, and cost estimates have been submitted to and are on file with theClerk of Council.

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

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Reynoldsburg in accordance with the plans, specifications, and cost estimates prepared by the City Engineer and on file in the office of the Clerk of Council (currently and for thirty days following the passage of this Ordinance) for all properties described in "Exhibit A" attached hereto and incorporated herein.

SECTION 2. The City will implement an annual Sidewalk Inspection, Repair, and Maintenance Program in conjunction with the City's annual Street Maintenance and Repair Program.

SECTION 3. The owners of all of the lots and lands bounding and abutting upon the area of the proposed Annual Sidewalk Inspection, Repair, and Maintenance Program shall construct and/or repair in accordance with the plans and specifications currently on file in the office of the Clerk of Council, the portions of such sidewalks abutting on their respective properties within a period of thirty (30) days after the service of notice of passage of this Ordinance; and, if such construction and/or

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

repair is not completed within the thirty (30) day period, then Council shall have the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner provided by law.

SECTION 4. The Clerk of this Council is directed to cause a written notice of the passage of this Ordinance to be served as required by law.

SECTION 5. The plans, specifications, and estimate of cost of said construction as heretofore filed are hereby approved.

SECTION 6. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor

Engineers, Surveyors, Planners, Scientists

February 2, 2021

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

Subject: East Main Street, Phase 2 (Jackson Street to Graham Road)
Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the second phase of improvements to East Main Street. This project will extend the Phase 1 improvements from Jackson Street to the intersection of Graham Road/Waggoner Road. This improvement will include the following:

- Roadway resurfacing and spot full depth pavement repairs.
- Full Replacement of curb and sidewalks.
- Replacement of the 1930's era storm sewer with an upsized and improved storm sewer system. Storm improvements will incorporate rain gardens and/or other water quality features if necessary.
- Replacement and/or upgrading of the street lighting within the corridor with LED fixtures.
- Streetscape enhancements including tree planters, brick pavement, and retaining walls.

The anticipated construction cost for the improvements proposed is approximately $3,066,000. A preliminary opinion of probable cost and a concept exhibit are attached to this proposal.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, landscape architecture, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. <u>Survey</u>
   a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
   b. Right-of-Way Determination – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within East Main Street to verify that the designed improvements do not encroach on private property without easements or rights of entry.
   c. EMH&T will prepare legal descriptions for necessary easements and/or right of way acquisition. This proposal assumes that approximately 4 legal descriptions will be prepared to support the improvements. If additional survey documentation becomes necessary through the course of design, additional fees may be requested.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

2. Project Management
    a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and monthly project coordination meetings throughout the design phase at various decision points or project milestone dates.
    b. We will develop a project schedule that corresponds to the OPWC requirement for bidding in March of 2022. EMH&T will update the schedule throughout the course of design to reflect current project status prior to each update meeting.
    c. EMH&T will manage subconsultant's schedules, coordinate their involvement in project meetings, and incorporate their work into the project plans and specifications. It is anticipated that subconsultants will be used for the following:
        i. Geotechnical Services – GCI, Inc.
        ii. Electrical Design – Bill Mess Engineering
        iii. Streetscape Design – OHM
    d. Due to the amount of coordination that will be necessary with the local businesses, it is anticipated that the City would want to host one public information meeting. EMH&T will provide and distribute meeting notices, prepare project exhibits/plans for the meetings, and lead project discussions during the public information meeting.
    e. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.
3. Geotechnical (GCI, Inc.)
    a. EMH&T will coordinate with GCI, Inc. to obtain approximately 8 pavement cores along the project corridor to characterize the existing pavement composition.
    b. GIC will provide a test report and a summary of geotechnical recommendations, which will be used by EMH&T to develop paving recommendations.
4. Roadway Plans and Specifications
    a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
    b. Roadway drawings will be prepared to show the horizontal layout of the roadway improvements. This will include the following:
        i. Details to taper the roadway to a true 4-lane width from its current 57' width. The roadway will taper back to a 5-lane section to accommodate the existing left turn lane at the intersection with Graham and Waggoner Roads.
        ii. Locations of sidewalk improvements and raingarden BMPs will be incorporated into the horizontal alignment of the roadway.
        iii. Drive approach replacements, street medians, curb ramp improvements, and street light pole locations will be shown in the horizontal alignment.
    c. Since the roadway is being resurfaced, only minor adjustments to the profile grade will be made to the majority of the roadway. EMH&T will establish curb profile grades for both sides of the roadway. Minor adjustments will be made to enhance the flow of stormwater to the inlets. In a few isolated areas where the existing roadway drains very poorly, sections of full reconstruction with more substantial curb adjustments will be made to enhance drainage.
    d. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
    e. Roadway cross-sections will be prepared in 50-ft intervals.
    f. Typical roadway sections, plan details, supplemental project notes and specifications will

be prepared.

g. Due to the amount of property/business owner coordination required for this improvement, it is anticipated that individual property owner exhibits will be developed to clearly show the improvements over an aerial photo background. These color renderings are easier to understand than a plan set and allow owners to see the improvements as they relate to existing site features. EMH&T will prepare these exhibits and participate in meetings with business owners to discuss the improvements and how the project will affect their access. It is anticipated that 6 meetings will be conducted.

5. Storm Sewer Plans
   a. EMH&T will review existing storm sewer records to identify current storm outfalls and locations of existing sewers within the project corridor.
   b. We will assess the topography for the project corridor and adjoining parcels and develop a storm sewer tributary area map for the project.
   c. Storm sewer calculations will be prepared using the rational method to size the proposed storm sewer replacement.
   d. Stormwater quality calculations will be prepared to determine the required water quality volume and the tributary area map will be used to identify locations and sizing of rain gardens.
   e. Storm sewer plan and profiles will be included in the plans.
   f. EMH&T will coordinate the development of rain garden details and specifications.
6. Traffic and Lighting Plans
   a. Existing street lighting will be removed, and new foundations, conduits, and poles/luminaires will be installed in alternative locations. The final design will incorporate current illuminance standards and LED fixtures that match the fixtures being installed throughout the City.
   b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
   c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain two-way traffic during construction.
7. Streetscape Plans (OHM)
   a. EMH&T will consult with OHM for the design and specification of streetscape elements.
   b. Their scope will include:
      i. Brick paver zone and concrete buff wash walks
      ii. Rain gardens and tree planters
      iii. Curb ramps and sidewalk details
      iv. Public benches
   c. Streetscape plans will be submitted at the 60% and 100% design stage and will include:
      i. Right of way demolition plans
      ii. Streetscape layout plans
      iii. Materials plans
      iv. Sidewalk grading and drainage plans
      v. Project specifications, section/elevation views and details.
   d. OHM will participate in up to six project meetings and the public involvement meeting.
   e. OHM will assist during bidding by responding to RFIs and assisting in the review of bids.
8. Permitting and Utility Coordination
   a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Establish an Annual Sidewalk

for the City to send to the Ohio EPA.

b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether any conflicts exist between existing utilities and the City's proposed improvements.
    i. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
    ii. We anticipate holding two utility coordination meetings with affected private utility companies to assess impacts, develop utility relocation requirements, and coordinate project schedules.

9. Bidding Services
    a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
        i. Bid document preparation
        ii. Advertisement preparation
        iii. Issuance of addenda, if necessary
        iv. Bid tabulation
        v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, landscape architecture, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding. If the City would like to incorporate streetscape design into this project, a separate proposal will be provided to define that scope and fee.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

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

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	$21,710
Task 2: Project Management	$9,700
Task 3: Geotechnical Engineering (Subconsultant – GCI)	10,000
Task 4: Roadway Plans and Specifications	$83,810
Task 5: Storm Sewer Plans	$22,610

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Establish an Annual Sidewalk

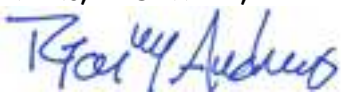
Task 6: Traffic and Lighting Plans	$40,155
Task 7: Streetscape Design	$127,600
Task 8: Permitting and Utility Coordination	$19,250
Task 9: Bidding Services	$4,960
TOTAL FEE	**$339,795**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Enclosures

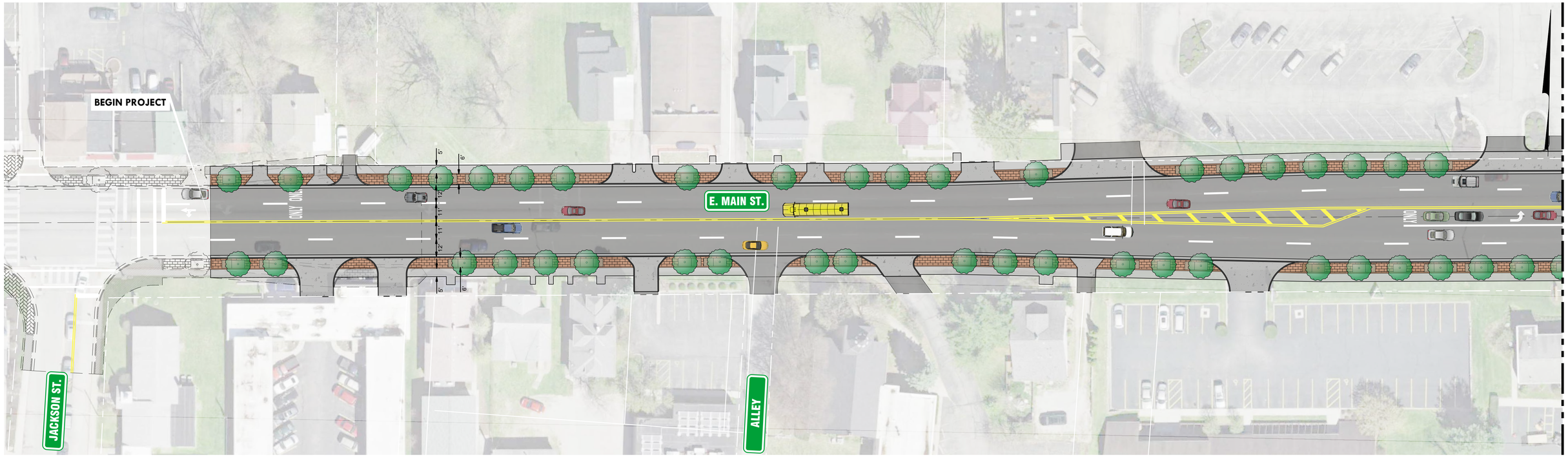
Acceptance and Authorization to Proceed:

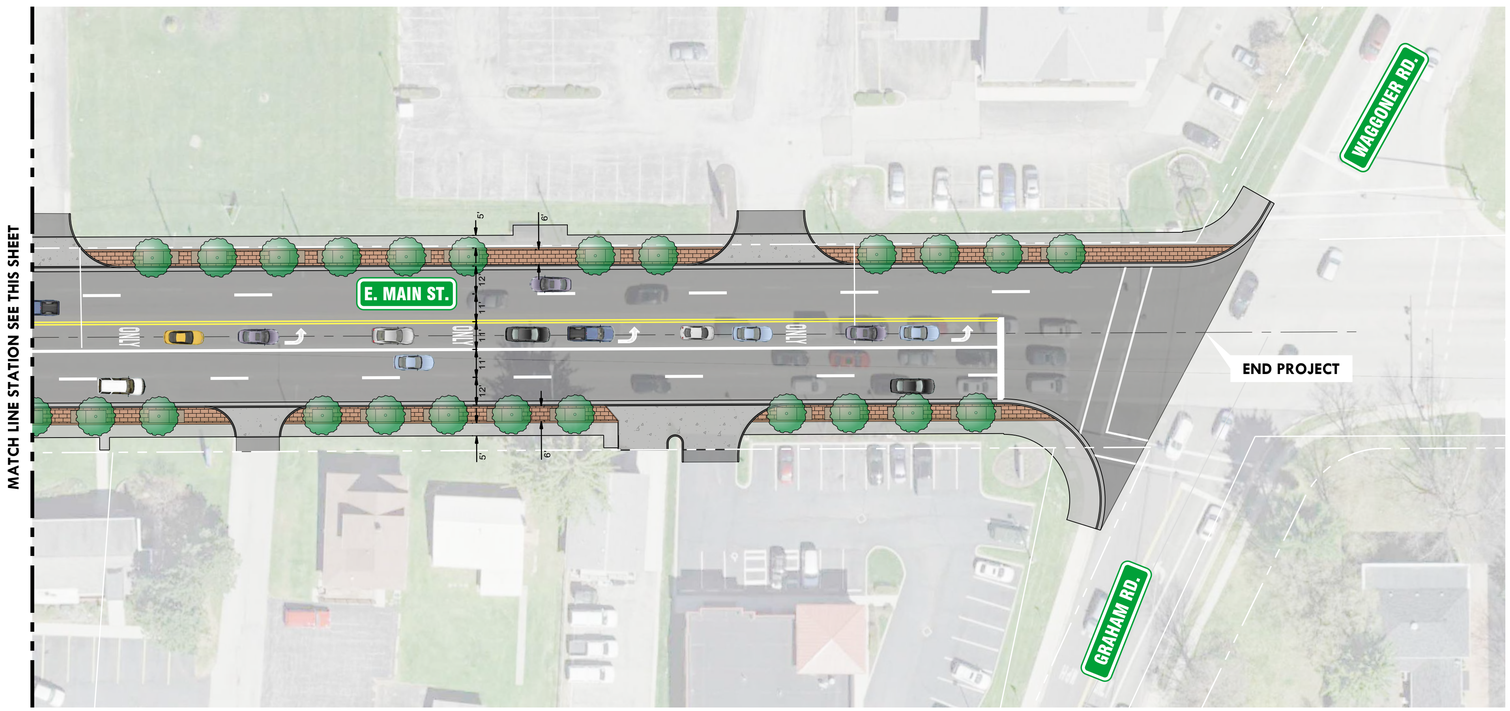
APPROVED – CITY OF REYNOLDSBURG, OHIO

_____
Authorized Signature

_____
Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent





GRAPHIC SCALE

0 15 30 60

1 inch = 30 feet

REVISIONS		
MARK	DATE	DESCRIPTION

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

Reynoldsburg
OHIO · 1839

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR

EAST MAIN STREET PHASE 2

DATE	JOB NO.
July 2019	2020-0050
SCALE	**SHEET**
1" = 30'	1/1

J:\2020\0050\Dwg\04Sheets\Exhibits\East Main Street Phase 2\20200552_Exhibit_Overall.dwg Last Saved By: rashead 7/13/2020 9:37 AM Last Printed By: Ashead, Raymond - - - - (No Xrefs)

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Establish an Annual Sidewalk Maintenance Program)

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH						
1	201	Clearing and Grubbing	1	L.S.	$30,000.00	$30,000.00
2	202	Existing Curb Removed	2,200	L.F.	$10.00	$22,000.00
3	202	Existing Driveway Approach Removed	900	S.Y.	$20.00	$18,000.00
4	202	Existing Pavement Removed	1,300	S.Y.	$20.00	$26,000.00
5	253	Full Depth Pavement Repair	2,000	S.Y.	$120.00	$240,000.00
6	259	Driveway Permanent Pavement Replacement, Type 3A	100	C.Y.	$650.00	$65,000.00
7	259	Driveway Permanent Pavement Replacement, T=8-in Type 3B	100	C.Y.	$750.00	$75,000.00
8	452	Commercial Concrete Drive Approach, Class MS, Per R-11 (T=8-in)	700	S.Y.	$100.00	$70,000.00
9	605	4-in Underdrain	3,000	L.F.	$7.50	$22,500.00
10	609	Combination Curb and Gutter	2,700	L.F.	$30.00	$81,000.00
11	609	Curb, Straight 18-in	730	L.F.	$35.00	$25,550.00
12	653	Topsoil Furnished and Placed (T=3")	210	C.Y.	$55.00	$11,550.00
13	659	Seeding and Mulching	2,500	S.Y.	$2.25	$5,625.00
14	659*	Watering, Per Plan	1	L.S.	$1,500.00	$1,500.00
15	809	Fire Hydrant Relocated	4	Ea.	$4,500.00	$18,000.00
16	SPEC	COTA Bus Stop Enclosure Removed, Stored and Re-Erected	1	L.S.	$15,000.00	$15,000.00
					FULL DEPTH SUBTOTAL:	**$726,725.00**
LESS THAN FULL DEPTH						
17	254	Pavement Planing, 3"	9,000	S.Y.	$4.00	$36,000.00
18	407	Tack Coat (0.1Gal / SY)	900	Gal.	$5.00	$4,500.00
19	441	Asphalt Concrete, Intermediate Course, Type 2, (448) PG 70-22M (T=1.75-in)	900	Tons	$110.00	$99,000.00
20	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.25-in)	640	Tons	$100.00	$64,000.00
21	630	Traffic Signage	1	L.S.	$20,000.00	$20,000.00
22	644	Pavement Marking/Striping	1	L.S.	$25,000.00	$25,000.00
					LESS THAN FULL DEPTH SUBTOTAL:	**$248,500.00**
STREET LIGHTING						
17	202	Demolition/Removal of Existing Street Lights/Wood Poles	1	L.S.	$25,000.00	$25,000.00
18	1001	Pull Box, Medium Duty, 13"x24"	12	Ea.	$600.00	$7,200.00
19	1001	Conduit, 2" Under Sidewalk	2,400	L.F.	$17.00	$40,800.00
20	1001*	Conduit, 2" Under Street Pavement	900	L.F.	$21.00	$18,900.00
21	1001	Foundation, Reinforced, 4'	24	Ea.	$800.00	$19,200.00
22	1001	Post Top Light Pole	24	Ea.	$1,200.00	$28,800.00
23	1001	Luminaire, LED, 240 Volt Post top	24	Ea.	$1,000.00	$24,000.00
24	1001	Pole to Be Wired, Complete, Anchor Base (Pedestal Base)	24	Ea.	$400.00	$9,600.00
25	1001	120/240V Ground Mounted Contol Site, Complete	2	Ea.	$6,000.00	$12,000.00
26	1001	Circuit Cable, Three #4 AWG, CU, 5kV	3,300	Ckt. Ft.	$4.00	$13,200.00
					STREET LIGHTING SUBTOTAL:	**$198,700.00**
STORM SEWER						
27	202	Existing Pipe Removed (12-in - 36-in)	1,200	L.F.	$20.00	$24,000.00
28	202	Existing Storm Structure Removed	18	Ea.	$650.00	$11,700.00
29	604	Curb and Gutter Inlet	18	Ea.	$2,750.00	$49,500.00
30	604	Manhole, Type C	10	Ea.	$5,000.00	$50,000.00
31	604*	Manhole, Reconstructed to Grade	6	Ea.	$3,000.00	$18,000.00
32	604*	Manhole, Adjust to Grade	2	Ea.	$250.00	$500.00
33	604	Cleanout	5	Ea.	$250.00	$1,250.00
34	901*	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	750	L.F.	$90.00	$67,500.00
35	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	300	L.F.	$110.00	$33,000.00
36	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	400	L.F.	$125.00	$50,000.00
37	901	36-in Storm Sewer with Type 1 Bedding and Type A Backfill	650	L.F.	$175.00	$113,750.00
38	Spec.	Bioretention Basins	1	L.S.	$100,000.00	$100,000.00
					STORM SEWER SUBTOTAL:	**$519,200.00**
SIDEWALK						
39	202	Concrete Curb Ramps, Removed	6	Ea.	$1,500.00	$9,000.00
40	202	Concrete Sidewalk, Removed	8,800	S.F.	$10.00	$88,000.00
41	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class S, Buff Wash	15,600	S.F.	$8.00	$124,800.00
42	608	Detectable Warning System, 2-ft x 5-ft, Type E, Red (Per Columbus SS 1551)	12	Ea.	$250.00	$3,000.00
43	SPEC	Retaining Wall	600	S.F.	$75.00	$45,000.00
44	SPEC	Existing Steps Repaired/Replaced	1	L.S.	$25,000.00	$25,000.00
					SIDEWALK SUBTOTAL:	**$294,800.00**

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
GENERAL ITEMS						
45	207	Sedimentation and Erosion Control	1	L.S.	$20,000.00	$20,000.00
46	207*	Construction Seeding and Mulching	2,000	S.Y.	$1.00	$2,000.00
47	614	Maintaining Traffic	1	L.S.	$100,000.00	$100,000.00
48	615*	Temporary Pavement	250	S.Y.	$65.00	$16,250.00
49	632	Construction Layout Staking	1	L.S.	$20,000.00	$20,000.00
50	SPEC	OPWC Project Sign	2	Ea.	$1,750.00	$3,500.00
					GENERAL ITEMS SUBTOTAL:	**$161,750.00**

SUBTOTAL:	$2,149,675.00
CONSTRUCTION CONTINGENCY AT 10%:	$214,968.00
CONSTRUCTION TOTAL:	$2,364,643.00
ENGINEERING FEES - FINAL DESIGN:	$214,968.00
CONSTRUCTION INSPECTION:	$214,968.00
RIGHT-OF-WAY / LAND ACQUISITION:	$110,000.00
TOTAL PROJECT COST:	$2,904,579.00

Professional Engineer's Signature

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2

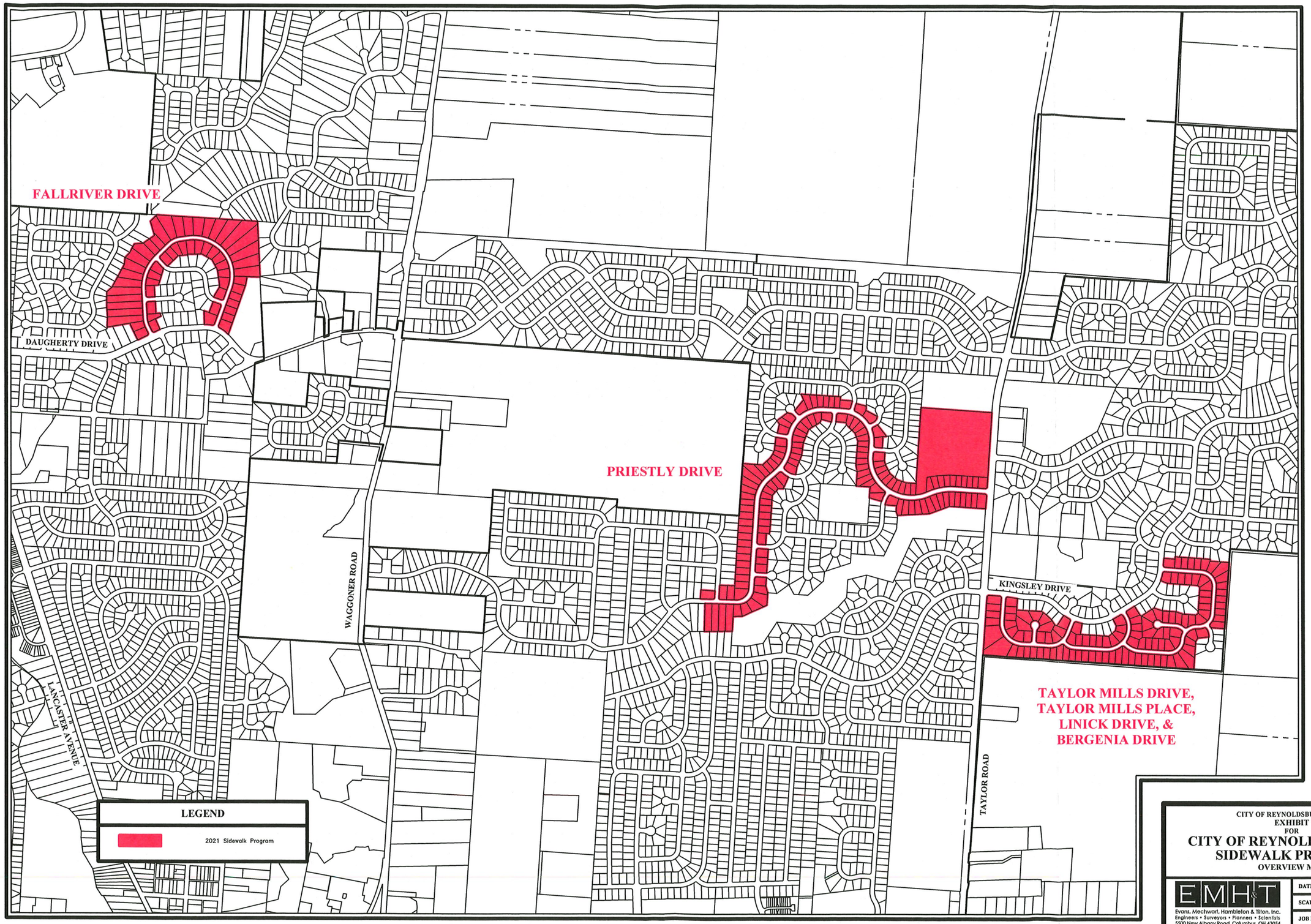
July 13, 2020

ADDITIONAL BID 1

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
SIDEWALK						
A1-1	SPEC	Clay Brick Pavers - Pedestrian	8,500	S.F.	$20.00	$170,000
A1-2	SPEC	Limestone Bench	35	Ea.	$1,000.00	$35,000
A1-3	SPEC	Gateway Feature Column	3	Ea.	$5,000.00	$15,000
A1-4	SPEC	Paver Edge Restraint	3,500	L.F.	$15.00	$52,500
					SIDEWALK SUBTOTAL:	**$272,500**
SITE LANDSCAPING						
A1-5	661	Deciduous Tree	70	Ea.	$700.00	$49,000
A1-6	661	Ornamental Tree	8	Ea.	$400.00	$3,200
A1-7	661	GI Plantings (Shrubs/grasses)	2,000	S.F.	$8.00	$16,000
A1-8	661	Groundcover	2,700	S.F.	$5.00	$13,500
A1-9	661	Perennials/Annuals	1	L.S.	$2,000.00	$2,000
A1-10	661	Planting Soil Mixture	200	C.Y.	$60.00	$12,000
A1-11	661	3" Shredded Hardwood Mulch	60	C.Y.	$50.00	$3,000
A1-12	661	Seeded Lawn Repair	1	L.S.	$1,000.00	$1,000
					SITE LANDSCAPING SUBTOTAL:	**$99,700**
SITE FURNISHINGS & AMENITIES						
A1-13	SPEC	Decorative Planter Fence	1,500	L.F.	$75.00	$112,500
A1-14	SPEC	Planter Pot - Large	32	Ea.	$2,200.00	$70,400
A1-15	SPEC	Planter Pot - Small	25	Ea.	$1,500.00	$37,500
A1-16	SPEC	Trash Receptacle	10	Ea.	$2,000.00	$20,000
A1-17	SPEC	Bike Racks	5	Ea.	$5,000.00	$25,000
					SITE FURNISHINGS & AMENITIES SUBTOTAL:	**$265,400**

SUBTOTAL:	**$637,600**
CONSTRUCTION CONTINGENCY AT 10%:	**$63,760**
CONSTRUCTION TOTAL:	**$701,360**
ENGINEERING FEES - FINAL DESIGN:	**$63,760**
CONSTRUCTION INSPECTION:	**$63,760**
TOTAL PROJECT COST:	**$828,880**

Professional Engineer's Signature



CITY OF REYNOLDSBURG, OHIO
EXHIBIT
FOR

CITY OF REYNOLDSBURG 2021 SIDEWALK PROGRAM

OVERVIEW MAP

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

DATE: FEBRUARY, 2021
SCALE: 1" = 1000'
JOB NO.: 20201190
SHEET

Attachment: Project Map and Cost Estimate (Exhibit A) (Establish an Annual Sidewalk Maintenance Program)

2021 SIDEWALK PROGRAM
PROPERTY SUMMARY

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Total Estimated Construction Cost
1106 TAYLOR MILLS DR	013-027612-00.059	$ 768.00	$ 768.00
1110 TAYLOR MILLS DR	013-027612-00.053	$ 264.00	$ 264.00
1116 TAYLOR MILLS DR	013-027612-00.052	$ 576.00	$ 576.00
8724 LINICK DR	013-027588-00.311	$ 384.00	$ 384.00
8777 LINICK DR	013-027588-00.319	$ 192.00	$ 192.00
8789 LINICK DR	013-027588-00.095	$ 88.00	$ 88.00
1080 BERGENIA DR	013-027588-00.073	$ 408.00	$ 408.00
1125 BERGENIA DR	013-027588-00.338	$ 176.00	$ 176.00
1153 BERGENIA DR	013-027588-00.324	$ 198.00	$ 198.00
1157 BERGENIA DR	013-027588-00.323	$ 384.00	$ 384.00
1161 BERGENIA DR	013-027588-00.322	$ 384.00	$ 384.00
1171 BERGENIA DR	013-027588-00.320	$ 198.00	$ 198.00
8817 BERGENIA CT	013-027588-00.330	$ 198.00	$ 198.00
8828 BERGENIA CT	013-027588-00.333	$ 264.00	$ 264.00
8834 BERGENIA CT	013-027588-00.334	$ 528.00	$ 528.00

2021 SIDEWALK PROGRAM
PROPERTY SUMMARY

Address	Parcel ID	Estimated Assessment (Resident) Construction Cost	Total Estimated Construction Cost
787 TATRA CT	013-030180-00.015	$ 308.00	$ 308.00
8199 PRIESTLEY DR	060-003708	$ 648.00	$ 648.00
8250 PRIESTLEY DR	013-030186-00.423	$ 220.00	$ 220.00
8270 PRIESTLEY DR	013-030186-00.428	$ 216.00	$ 216.00
8274 PRIESTLEY DR	013-030186-00.429	$ 176.00	$ 176.00
8281 PRIESTLEY DR	013-030180-00.181	$ 192.00	$ 192.00
8334 PRIESTLEY DR	013-030180-00.136	$ 176.00	$ 176.00
8381 PRIESTLEY DR	013-030180-00.164	$ 176.00	$ 176.00
8431 PRIESTLEY DR	013-030180-00.087	$ 264.00	$ 264.00
8447 PRIESTLEY DR	013-030180-00.011	$ 88.00	$ 88.00
8467 PRIESTLEY DR	013-030180-00.006	$ 176.00	$ 176.00
8474 PRIESTLEY DR	013-030180-00.057	$ 176.00	$ 176.00
8475 PAPILLON AVE	013-030186-00.290	$ 220.00	$ 220.00
8476 PRIESTLEY DR	013-030180-00.058	$ 88.00	$ 88.00
8483 PRIESTLEY DR	013-030186-00.321	$ 1,254.00	$ 1,254.00
8486 PAPILLON AVE	013-030186-00.323	$ 192.00	$ 192.00
8502 PRIESTLEY DR	013-030186-00.325	$ 368.00	$ 368.00
8533 PRIESTLEY DR	013-030186-00.285	$ 2,088.00	$ 2,088.00
8539 PRIESTLEY DR	013-030186-00.284	$ 600.00	$ 600.00
8557 PRIESTLEY DR	013-030186-00.282	$ 956.00	$ 956.00
8558 PRIESTLEY DR	013-030186-00.330	$ 242.00	$ 242.00
8563 PRIESTLEY DR	013-030186-00.281	$ 88.00	$ 88.00
8581 PRIESTLEY DR	013-030186-00.279	$ 384.00	$ 384.00
8582 PRIESTLEY DR	013-030186-00.333	$ 240.00	$ 240.00
8590 PRIESTLEY DR	013-030186-00.334	$ 384.00	$ 384.00
8609 PRIESTLEY DR	013-030186-00.275	$ 1,176.00	$ 1,176.00
981 HILTON DR	060-003789	$ 432.00	$ 432.00
303 FALLRIVER DR	060-008187	$ 176.00	$ 176.00
305 FALLRIVER DR	060-008186	$ 176.00	$ 176.00
334 FALLRIVER DR	060-008283	$ 1,056.00	$ 1,056.00
420 FALLRIVER DR	060-007363	$ 176.00	$ 176.00
444 FALLRIVER DR	060-007084	$ 352.00	$ 352.00
449 FALLRIVER DR	060-007079	$ 440.00	$ 440.00
466 FALLRIVER DR	060-007096	$ 176.00	$ 176.00
487 FALLRIVER DR	060-006749	$ 384.00	$ 384.00
490 FALLRIVER DR	060-006776	$ 242.00	$ 242.00
1060 TAYLOR MILLS DR	013-027612-00.041	$ 472.00	$ 472.00
1088 TAYLOR MILLS DR	013-027612-00.062	$ 576.00	$ 576.00
1095 TAYLOR MILLS DR	013-027612-00.034	$ 1,104.00	$ 1,104.00
1098 TAYLOR MILLS DR	013-027612-00.061	$ 384.00	$ 384.00
1103 TAYLOR MILLS DR	013-027612-00.032	$ 88.00	$ 88.00
1103 TAYLOR MILLS DR	013-027612-00.032	$ 88.00	$ 88.00

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

ORDINANCE REQUEST

DATE:	**April 26, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Annual Agreement with EMH&T for GIS Support**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Whereas; EMH&T has developed, updated and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services:

Whereas: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2021:

Task 1: Hosting and Support

Task 2: Layer (shapefiles) Updates and Maintenance

Task 3: Mapping and Review

EMH&T's proposal for these services is $38,000.00 (total appropriation) to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL AGREEMENT WITH EMH&T FOR GEOGRAPHICAL INFORMATION SYSTEMS (GIS) MAINTENANCE AND SUPPORT AND APPROPRIATING FUNDS THEREFOR

WHEREAS: EMH&T has developed, updated, and maintained the City's GIS database, which is now hosted on the cloud through Amazon Web Services; and

WHEREAS: EMH&T will continue to manage the following tasks relating to the City's GIS system for the City in 2021: hosting and support, layer (shape files) updates and maintenance, and mapping and review.

WHEREAS: EMH&T's proposal for these services is $38,000.00 to be unappropriated from the following accounts accordingly:

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

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 EMH&T for GIS service maintenance and support.

SECTION 2. That to fund the project referred to in Section 1, an amount of $38,000.00 be appropriated to the following accounts from the unappropriated General Fund:

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

44% from account 110.448.5339 (Miscellaneous Contract Services, Service)

14% from account 260.268.5339 (Miscellaneous Contract Services, Street)

14% from account 710.735.5339 (Miscellaneous Contract Services, Water)

14% from account 720.736.5339 (Miscellaneous Contract Services, Wastewater)

14% from account 740.737.5339 (Miscellaneous Contract Services, Stormwater)

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

Engineers, Surveyors, Planners, Scientists

February 2, 2021

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

Subject: East Main Street, Phase 2 (Jackson Street to Graham Road)
Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the second phase of improvements to East Main Street. This project will extend the Phase 1 improvements from Jackson Street to the intersection of Graham Road/Waggoner Road. This improvement will include the following:

- Roadway resurfacing and spot full depth pavement repairs.
- Full Replacement of curb and sidewalks.
- Replacement of the 1930's era storm sewer with an upsized and improved storm sewer system. Storm improvements will incorporate rain gardens and/or other water quality features if necessary.
- Replacement and/or upgrading of the street lighting within the corridor with LED fixtures.
- Streetscape enhancements including tree planters, brick pavement, and retaining walls.

The anticipated construction cost for the improvements proposed is approximately $3,066,000. A preliminary opinion of probable cost and a concept exhibit are attached to this proposal.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, landscape architecture, and bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. <u>Survey</u>
   a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
   b. Right-of-Way Determination – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within East Main Street to verify that the designed improvements do not encroach on private property without easements or rights of entry.
   c. EMH&T will prepare legal descriptions for necessary easements and/or right of way acquisition. This proposal assumes that approximately 4 legal descriptions will be prepared to support the improvements. If additional survey documentation becomes necessary through the course of design, additional fees may be requested.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

2. Project Management
    a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and monthly project coordination meetings throughout the design phase at various decision points or project milestone dates.
    b. We will develop a project schedule that corresponds to the OPWC requirement for bidding in March of 2022. EMH&T will update the schedule throughout the course of design to reflect current project status prior to each update meeting.
    c. EMH&T will manage subconsultant's schedules, coordinate their involvement in project meetings, and incorporate their work into the project plans and specifications. It is anticipated that subconsultants will be used for the following:
        i. Geotechnical Services – GCI, Inc.
        ii. Electrical Design – Bill Mess Engineering
        iii. Streetscape Design – OHM
    d. Due to the amount of coordination that will be necessary with the local businesses, it is anticipated that the City would want to host one public information meeting. EMH&T will provide and distribute meeting notices, prepare project exhibits/plans for the meetings, and lead project discussions during the public information meeting.
    e. Staged submittals at the 30%, 60%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.
3. Geotechnical (GCI, Inc.)
    a. EMH&T will coordinate with GCI, Inc. to obtain approximately 8 pavement cores along the project corridor to characterize the existing pavement composition.
    b. GIC will provide a test report and a summary of geotechnical recommendations, which will be used by EMH&T to develop paving recommendations.
4. Roadway Plans and Specifications
    a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
    b. Roadway drawings will be prepared to show the horizontal layout of the roadway improvements. This will include the following:
        i. Details to taper the roadway to a true 4-lane width from its current 57' width. The roadway will taper back to a 5-lane section to accommodate the existing left turn lane at the intersection with Graham and Waggoner Roads.
        ii. Locations of sidewalk improvements and raingarden BMPs will be incorporated into the horizontal alignment of the roadway.
        iii. Drive approach replacements, street medians, curb ramp improvements, and street light pole locations will be shown in the horizontal alignment.
    c. Since the roadway is being resurfaced, only minor adjustments to the profile grade will be made to the majority of the roadway. EMH&T will establish curb profile grades for both sides of the roadway. Minor adjustments will be made to enhance the flow of stormwater to the inlets. In a few isolated areas where the existing roadway drains very poorly, sections of full reconstruction with more substantial curb adjustments will be made to enhance drainage.
    d. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each intersecting street and private driveway.
    e. Roadway cross-sections will be prepared in 50-ft intervals.
    f. Typical roadway sections, plan details, supplemental project notes and specifications will

be prepared.

g. Due to the amount of property/business owner coordination required for this improvement, it is anticipated that individual property owner exhibits will be developed to clearly show the improvements over an aerial photo background. These color renderings are easier to understand than a plan set and allow owners to see the improvements as they relate to existing site features. EMH&T will prepare these exhibits and participate in meetings with business owners to discuss the improvements and how the project will affect their access. It is anticipated that 6 meetings will be conducted.

5. Storm Sewer Plans
   a. EMH&T will review existing storm sewer records to identify current storm outfalls and locations of existing sewers within the project corridor.
   b. We will assess the topography for the project corridor and adjoining parcels and develop a storm sewer tributary area map for the project.
   c. Storm sewer calculations will be prepared using the rational method to size the proposed storm sewer replacement.
   d. Stormwater quality calculations will be prepared to determine the required water quality volume and the tributary area map will be used to identify locations and sizing of rain gardens.
   e. Storm sewer plan and profiles will be included in the plans.
   f. EMH&T will coordinate the development of rain garden details and specifications.
6. Traffic and Lighting Plans
   a. Existing street lighting will be removed, and new foundations, conduits, and poles/luminaires will be installed in alternative locations. The final design will incorporate current illuminance standards and LED fixtures that match the fixtures being installed throughout the City.
   b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
   c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain two-way traffic during construction.
7. Streetscape Plans (OHM)
   a. EMH&T will consult with OHM for the design and specification of streetscape elements.
   b. Their scope will include:
      i. Brick paver zone and concrete buff wash walks
      ii. Rain gardens and tree planters
      iii. Curb ramps and sidewalk details
      iv. Public benches
   c. Streetscape plans will be submitted at the 60% and 100% design stage and will include:
      i. Right of way demolition plans
      ii. Streetscape layout plans
      iii. Materials plans
      iv. Sidewalk grading and drainage plans
      v. Project specifications, section/elevation views and details.
   d. OHM will participate in up to six project meetings and the public involvement meeting.
   e. OHM will assist during bidding by responding to RFIs and assisting in the review of bids.
8. Permitting and Utility Coordination
   a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

for the City to send to the Ohio EPA.

b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether any conflicts exist between existing utilities and the City's proposed improvements.
    i. It is assumed that we will send plans to the utility companies three times during design (30%, 60% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
    ii. We anticipate holding two utility coordination meetings with affected private utility companies to assess impacts, develop utility relocation requirements, and coordinate project schedules.

9. Bidding Services
    a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
        i. Bid document preparation
        ii. Advertisement preparation
        iii. Issuance of addenda, if necessary
        iv. Bid tabulation
        v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, landscape architecture, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding. If the City would like to incorporate streetscape design into this project, a separate proposal will be provided to define that scope and fee.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

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

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	$21,710
Task 2: Project Management	$9,700
Task 3: Geotechnical Engineering (Subconsultant – GCI)	10,000
Task 4: Roadway Plans and Specifications	$83,810
Task 5: Storm Sewer Plans	$22,610

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

Task 6: Traffic and Lighting Plans	$40,155
Task 7: Streetscape Design	$127,600
Task 8: Permitting and Utility Coordination	$19,250
Task 9: Bidding Services	$4,960
TOTAL FEE	**$339,795**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Ryan M. Andrews, PE

Enclosures

Acceptance and Authorization to Proceed:

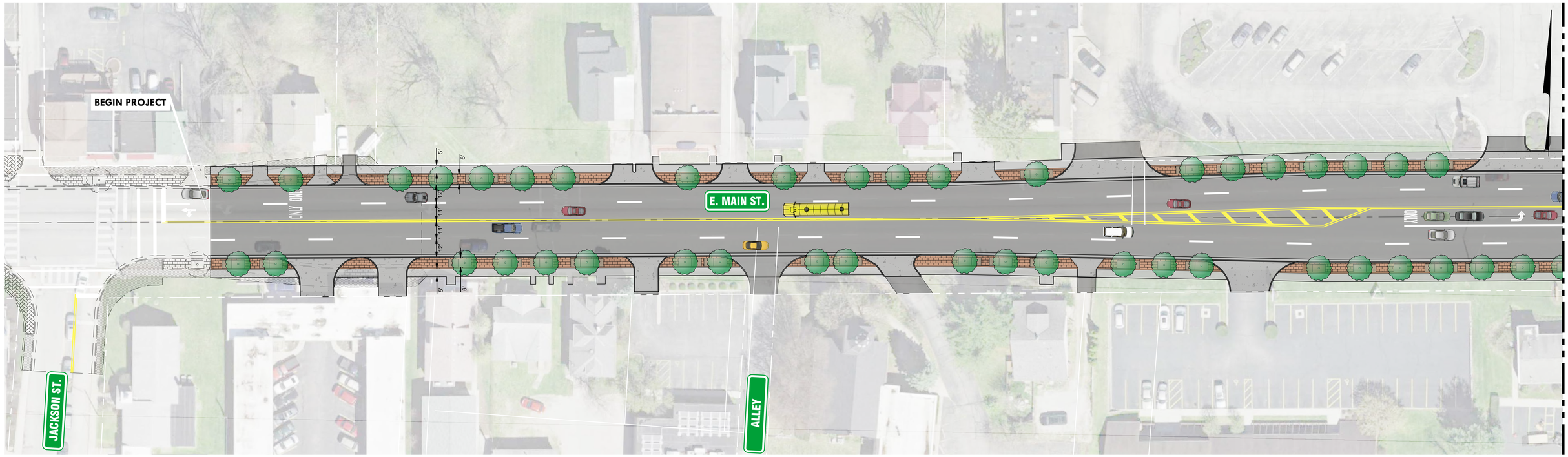
APPROVED – CITY OF REYNOLDSBURG, OHIO

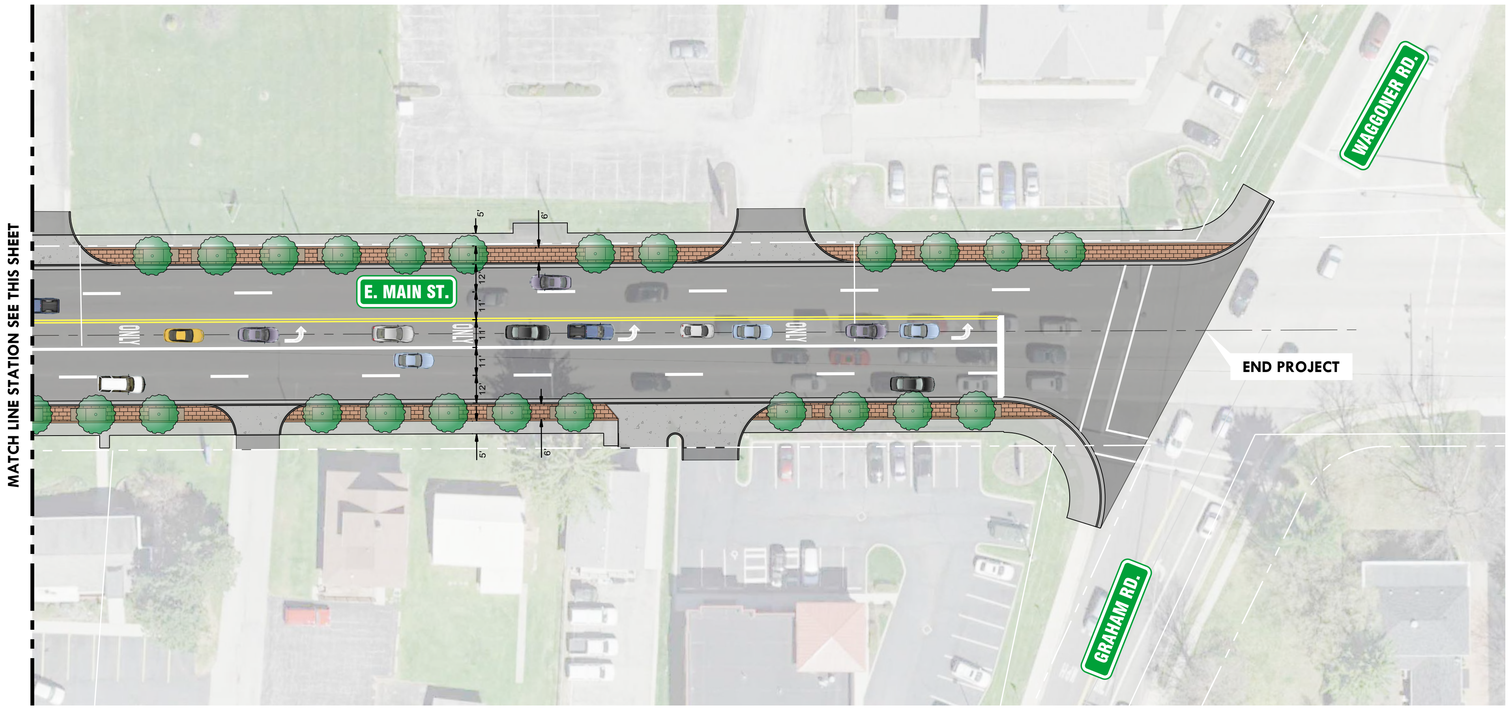
_____
Authorized Signature

_____
Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for





GRAPHIC SCALE

0 15 30 60

1 inch = 30 feet

REVISIONS		
MARK	DATE	DESCRIPTION

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

Reynoldsburg
OHIO · 1839

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR

EAST MAIN STREET PHASE 2

DATE	JOB NO.
July 2019	2020-0050
SCALE	SHEET
1" = 30'	1/1

J:\2020\0050\Dwg\04Sheets\Exhibits\East Main Street Phase 2\20200532_Exhibit_Overall.dwg Last Saved By: rashead 7/13/2020 9:37 AM Last Printed By: Ashead, Raymond - - - - (No Xref's)

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for GIS Support)

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
FULL DEPTH						
1	201	Clearing and Grubbing	1	L.S.	$30,000.00	$30,000.00
2	202	Existing Curb Removed	2,200	L.F.	$10.00	$22,000.00
3	202	Existing Driveway Approach Removed	900	S.Y.	$20.00	$18,000.00
4	202	Existing Pavement Removed	1,300	S.Y.	$20.00	$26,000.00
5	253	Full Depth Pavement Repair	2,000	S.Y.	$120.00	$240,000.00
6	259	Driveway Permanent Pavement Replacement, Type 3A	100	C.Y.	$650.00	$65,000.00
7	259	Driveway Permanent Pavement Replacement, T=8-in Type 3B	100	C.Y.	$750.00	$75,000.00
8	452	Commercial Concrete Drive Approach, Class MS, Per R-11 (T=8-in)	700	S.Y.	$100.00	$70,000.00
9	605	4-in Underdrain	3,000	L.F.	$7.50	$22,500.00
10	609	Combination Curb and Gutter	2,700	L.F.	$30.00	$81,000.00
11	609	Curb, Straight 18-in	730	L.F.	$35.00	$25,550.00
12	653	Topsoil Furnished and Placed (T=3")	210	C.Y.	$55.00	$11,550.00
13	659	Seeding and Mulching	2,500	S.Y.	$2.25	$5,625.00
14	659*	Watering, Per Plan	1	L.S.	$1,500.00	$1,500.00
15	809	Fire Hydrant Relocated	4	Ea.	$4,500.00	$18,000.00
16	SPEC	COTA Bus Stop Enclosure Removed, Stored and Re-Erected	1	L.S.	$15,000.00	$15,000.00
					FULL DEPTH SUBTOTAL:	**$726,725.00**
LESS THAN FULL DEPTH						
17	254	Pavement Planing, 3"	9,000	S.Y.	$4.00	$36,000.00
18	407	Tack Coat (0.1Gal / SY)	900	Gal.	$5.00	$4,500.00
19	441	Asphalt Concrete, Intermediate Course, Type 2, (448) PG 70-22M (T=1.75-in)	900	Tons	$110.00	$99,000.00
20	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.25-in)	640	Tons	$100.00	$64,000.00
21	630	Traffic Signage	1	L.S.	$20,000.00	$20,000.00
22	644	Pavement Marking/Striping	1	L.S.	$25,000.00	$25,000.00
					LESS THAN FULL DEPTH SUBTOTAL:	**$248,500.00**
STREET LIGHTING						
17	202	Demolition/Removal of Existing Street Lights/Wood Poles	1	L.S.	$25,000.00	$25,000.00
18	1001	Pull Box, Medium Duty, 13"x24"	12	Ea.	$600.00	$7,200.00
19	1001	Conduit, 2" Under Sidewalk	2,400	L.F.	$17.00	$40,800.00
20	1001*	Conduit, 2" Under Street Pavement	900	L.F.	$21.00	$18,900.00
21	1001	Foundation, Reinforced, 4'	24	Ea.	$800.00	$19,200.00
22	1001	Post Top Light Pole	24	Ea.	$1,200.00	$28,800.00
23	1001	Luminaire, LED, 240 Volt Post top	24	Ea.	$1,000.00	$24,000.00
24	1001	Pole to Be Wired, Complete, Anchor Base (Pedestal Base)	24	Ea.	$400.00	$9,600.00
25	1001	120/240V Ground Mounted Contol Site, Complete	2	Ea.	$6,000.00	$12,000.00
26	1001	Circuit Cable, Three #4 AWG, CU, 5kV	3,300	Ckt. Ft.	$4.00	$13,200.00
					STREET LIGHTING SUBTOTAL:	**$198,700.00**
STORM SEWER						
27	202	Existing Pipe Removed (12-in - 36-in)	1,200	L.F.	$20.00	$24,000.00
28	202	Existing Storm Structure Removed	18	Ea.	$650.00	$11,700.00
29	604	Curb and Gutter Inlet	18	Ea.	$2,750.00	$49,500.00
30	604	Manhole, Type C	10	Ea.	$5,000.00	$50,000.00
31	604*	Manhole, Reconstructed to Grade	6	Ea.	$3,000.00	$18,000.00
32	604*	Manhole, Adjust to Grade	2	Ea.	$250.00	$500.00
33	604	Cleanout	5	Ea.	$250.00	$1,250.00
34	901*	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	750	L.F.	$90.00	$67,500.00
35	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	300	L.F.	$110.00	$33,000.00
36	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	400	L.F.	$125.00	$50,000.00
37	901	36-in Storm Sewer with Type 1 Bedding and Type A Backfill	650	L.F.	$175.00	$113,750.00
38	Spec.	Bioretention Basins	1	L.S.	$100,000.00	$100,000.00
					STORM SEWER SUBTOTAL:	**$519,200.00**
SIDEWALK						
39	202	Concrete Curb Ramps, Removed	6	Ea.	$1,500.00	$9,000.00
40	202	Concrete Sidewalk, Removed	8,800	S.F.	$10.00	$88,000.00
41	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class S, Buff Wash	15,600	S.F.	$8.00	$124,800.00
42	608	Detectable Warning System, 2-ft x 5-ft, Type E, Red (Per Columbus SS 1551)	12	Ea.	$250.00	$3,000.00
43	SPEC	Retaining Wall	600	S.F.	$75.00	$45,000.00
44	SPEC	Existing Steps Repaired/Replaced	1	L.S.	$25,000.00	$25,000.00
					SIDEWALK SUBTOTAL:	**$294,800.00**

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
September 22, 2020
BASE PROJECT - OPWC ELIGIBLE ITEMS

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
GENERAL ITEMS						
45	207	Sedimentation and Erosion Control	1	L.S.	$20,000.00	$20,000.00
46	207*	Construction Seeding and Mulching	2,000	S.Y.	$1.00	$2,000.00
47	614	Maintaining Traffic	1	L.S.	$100,000.00	$100,000.00
48	615*	Temporary Pavement	250	S.Y.	$65.00	$16,250.00
49	632	Construction Layout Staking	1	L.S.	$20,000.00	$20,000.00
50	SPEC	OPWC Project Sign	2	Ea.	$1,750.00	$3,500.00
					GENERAL ITEMS SUBTOTAL:	$161,750.00

SUBTOTAL:	$2,149,675.00
CONSTRUCTION CONTINGENCY AT 10%:	$214,968.00
CONSTRUCTION TOTAL:	$2,364,643.00
ENGINEERING FEES - FINAL DESIGN:	$214,968.00
CONSTRUCTION INSPECTION:	$214,968.00
RIGHT-OF-WAY / LAND ACQUISITION:	$110,000.00
TOTAL PROJECT COST:	$2,904,579.00

Professional Engineer's Signature

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST

CITY OF REYNOLDSBURG, OHIO

ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2

July 13, 2020

ADDITIONAL BID 1

REF NO.	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	PRICE
SIDEWALK						
A1-1	SPEC	Clay Brick Pavers - Pedestrian	8,500	S.F.	$20.00	$170,000
A1-2	SPEC	Limestone Bench	35	Ea.	$1,000.00	$35,000
A1-3	SPEC	Gateway Feature Column	3	Ea.	$5,000.00	$15,000
A1-4	SPEC	Paver Edge Restraint	3,500	L.F.	$15.00	$52,500
					SIDEWALK SUBTOTAL:	**$272,500**
SITE LANDSCAPING						
A1-5	661	Deciduous Tree	70	Ea.	$700.00	$49,000
A1-6	661	Ornamental Tree	8	Ea.	$400.00	$3,200
A1-7	661	GI Plantings (Shrubs/grasses)	2,000	S.F.	$8.00	$16,000
A1-8	661	Groundcover	2,700	S.F.	$5.00	$13,500
A1-9	661	Perennials/Annuals	1	L.S.	$2,000.00	$2,000
A1-10	661	Planting Soil Mixture	200	C.Y.	$60.00	$12,000
A1-11	661	3" Shredded Hardwood Mulch	60	C.Y.	$50.00	$3,000
A1-12	661	Seeded Lawn Repair	1	L.S.	$1,000.00	$1,000
					SITE LANDSCAPING SUBTOTAL:	**$99,700**
SITE FURNISHINGS & AMENITIES						
A1-13	SPEC	Decorative Planter Fence	1,500	L.F.	$75.00	$112,500
A1-14	SPEC	Planter Pot - Large	32	Ea.	$2,200.00	$70,400
A1-15	SPEC	Planter Pot - Small	25	Ea.	$1,500.00	$37,500
A1-16	SPEC	Trash Receptacle	10	Ea.	$2,000.00	$20,000
A1-17	SPEC	Bike Racks	5	Ea.	$5,000.00	$25,000
					SITE FURNISHINGS & AMENITIES SUBTOTAL:	**$265,400**

SUBTOTAL:	**$637,600**
CONSTRUCTION CONTINGENCY AT 10%:	**$63,760**
CONSTRUCTION TOTAL:	**$701,360**
ENGINEERING FEES - FINAL DESIGN:	**$63,760**
CONSTRUCTION INSPECTION:	**$63,760**
TOTAL PROJECT COST:	**$828,880**

Professional Engineer's Signature

Attachment: East Main Street (Jackson Street to Waggoner & Graham Road) Phase II) Design Proposal (EMH&T) (Agreement with EMH&T for

EMH&T

Engineers, Surveyors, Planners, Scientists

February 15, 2021

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

Subject: Proposal for 2021 GIS Services

Dear Mr. Dorman,

In continuation of our services for the City, EMH&T proposes to provide GIS Services for 2021. The services cover three distinct task areas which are summarized as follows and detailed in the remainder of this document:

Task 1: Hosting and Support
Task 2: Layer Updates and Maintenance
Task 3: Mapping and Review

Scope of Services

Task 1: Hosting and Support

The Web GIS has proven itself to be mission critical for the City and has become central to operations and decision making. EMH&T will provide the necessary servers, storage, software, bandwidth and expertise to keep the Web GIS available and functioning.

This proposal is dependent on the City maintaining their support for the ArcGIS for Server (now renamed ArcGIS Enterprise) software with ESRI directly as well as maintaining the URL domain presence for the GIS. The availability of the hosted system is dependent on the availability of Amazon AWS resources which have proven to be very reliable. Downtime of the hosted systems due to AWS failures is beyond the control of EMH&T, but we will ensure that AWS charges are not issued during extended periods (1 day or more) of unavailability.

The City owns a city site license for the GIS software as well as all data within the GIS. However, special requests for system data outside of the available forms and reports may result in separate proposals for services.

Task 2: Layer Updates and Maintenance

This task relates to the on-going update and maintenance of the data layers powering the Web GIS system that is being hosted by EMH&T for the City and any web services GIS layers required for the City's other enterprise systems. There are now more than 25 layers included in the GIS.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte
emht.com

EMH&T proposes to maintain and update the layers through the calendar year. Work involved in this task will fall within the following two categories:

City Layers: EMH&T will perform updates necessary based on Council action or new construction. EMH&T will accomplish this work based on plans being provided by the City. Plans to utilize in updates would include development plans, annexations, zonings and plans for other projects that do not have associated GIS maintenance budget. Permit records will also be utilized for updates, as provided.

Base Map: Updated base information will be integrated into the City GIS layers as it is made available from the relevant County Auditor GIS's on a quarterly basis. Parcels will be reconfigured to included owner information as provided during the update from each County.

As information is updated it will be loaded and configured in the web GIS, while that is hosted by EMH&T.

Task 3: Mapping and Review

EMH&T will provide services for address, annexation and zoning map production. EMH&T will also provide Liquor Control Board review services.

Schedule

This agreement covers services for the 2021 calendar year.

Fee and Budget

EMH&T proposes to provide the above services for Thirty-Eight Thousand Dollars ($38,000) including expenses and according to the following task breakdown:

Task	Description	Fee	Invoice Method
1	Hosting and Support	$20,000	Lump sum, invoiced monthly
2	Layer Updates and Maintenance	$15,000	Hourly, Not-to-exceed
3	Mapping and Review	$3,000	Hourly, Not-to-exceed
	Total	**$38,000**	

Invoices will be submitted monthly based on progress.

Terms and Conditions of Professional Service

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you

February 15, 2021

have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We look forward to working with you in the successful completion of this project. If you should have any questions or require additional information, please do not hesitate to call me at (614) 775-4280 or email me at dmair@emht.com. If this description and estimated budget meets with your approval, please signify with your signature below.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Derek M. Mair, MISM
Director of Geospatial Solutions

Acceptance and Authorization

Authorized Signature: Date:

Print Name:

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

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO: **Finance and Administration Committee**

RE: **Renew Gas Aggregation Contract**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Every two years, the City has to renew its gas aggregation contract with Volunteer Energy. Service Director Dorman has reviewed that rates being offered by Volunteer Energy with current rates and they are still competitive.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS FOR RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP

WHEREAS, City Council, pursuant to § 4928.20 of the Ohio Revised Code, is authorized to aggregate eligible retail gas rates located within the municipal corporation and enter into service agreements for the sale and purchase of gas for those rates; and

WHEREAS, R. C. § 4928.20 permits City Council to exercise such authority on its own; and

WHEREAS, local aggregation provides an opportunity for eligible residential and small commercial consumers to participate collectively to acquire an alternate source of the gas commodity; and

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

WHEREAS, City Council hereby finds that it is in the interest of the City of Reynoldsburg and its residents to authorize local aggregation of eligible retail gas rates within the municipal corporation through an "opt out" aggregation model.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a Master Service Agreement with Volunteer Energy Services, Inc. for provision of the Retail Natural Gas Services for the Governmental Aggregation.

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

Governmental Aggregation Program Agreement
Between
City of Reynoldsburg
And
Volunteer Energy Services, Inc.

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the "Agreement") is entered into as of the last date written below ("Effective Date") between **Volunteer Energy Services, Inc.,** an Ohio corporation ("VESI") and the **City of Reynoldsburg,** ("Municipality"), which may individually be referred to as "Party" or collectively as "Parties". Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fifteen hereof "Definitions."

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Natural Gas Service ("CRNGS") Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio;

WHEREAS, the Parties desire to enter into certain transactions associated with VESI's provision of CRNGS and related services (collectively, "Retail Natural Gas Services") necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio ("LDC" or "COH") enrolled in the Municipality's Governmental Aggregation program;

WHEREAS, VESI desires to provide Retail Natural Gas Services to Eligible Customers of the Municipality where such entity is acting as a Governmental Aggregator for the provision of CRNGS under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code;

WHEREAS, the Municipality obtained authorization to establish the Program through a ballot initiative at the November 2001 general election ("Ballot Initiative"). Such Ballot Initiative is required to establish the Program for the Municipality and its qualifying residents and small commercial businesses. The Municipality is duly authorized to act for the Program to secure retail natural gas services for certain Eligible Customers that do not opt out of, or that otherwise elect to participate in, the Program, as provided in this Agreement;

WHEREAS, the Municipality has been or will be certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq*. OAC;

WHEREAS, the Municipality has established or desires to establish a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program;

WHEREAS, by this Agreement, VESI desires to enter into a relationship with the Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality's Governmental Aggregation;

WHEREAS, the Municipality is or will be duly authorized to act for the Aggregation Group to

purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI's provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

(a) Authority to Purchase: The Municipality, as Governmental Aggregator, is or will be authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.

(b) Governmental Aggregator. Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is reasonably available to VESI to assist the Municipality with filings or any other information required by the Commission.

(c) VESI. VESI shall have obtained and shall maintain all necessary certifications from the Council to provide the Retail Natural Gas Services.

(d) Opt-Out Administration. VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing "opt-out" and "opt-in" procedures, as applicable, to eligible customers. VESI shall pay the costs associated with securing the pertinent customer list from the local utility and will scrub the list with geocoding software to ensure that only eligible customers within the Municipality's borders are included. Additionally, VESI shall pay the costs associated with printing and mailing the "opt-out" notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the developing, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same by "opt-out" and "opt-in".

(e) Opt-Out Activities. Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an "opt-out" mailer to afford such customers the opportunity to participate in the Aggregation Program. This opt-out mailer shall include all information necessary to satisfy the disclosure of all items listed in OAC 4901:1-28-03(B) and an exemplar is attached hereto as **Exhibit B** and incorporated herein as

if set forth in full. This mailer may include a one-page summary of the Municipality's Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed priced is established, an additional notice will be mailed to all the customers. All communications with customers shall comply with applicable rules and regulations.

(f) Review and Approval of Promotional Communications and Press Releases. The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.

(g) Administration and Assignment. VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.

1.2 Firm Natural Gas Supply. VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties acknowledge that any failure or interruption after the Local Utility's Delivery Point, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality

or the Aggregation Group as the result of such interruption by the Local Utility.

1.3 Delivery Point. The "Delivery Point" for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility's City gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.

1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility's distribution tariff. Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.

1.5 Municipality as a Governmental Aggregator. The Municipality as a Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio's Customer Choice Program.

1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree to.

Article Two. Customer & Usage Information

2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the "Load Forecast Information") when available and necessary. Municipality will assist VESI in obtaining any Load Forecast Information including, but not limited to, planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.

2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality's corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation

2.3 Addition of "Opt-in" customers. Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an "Opt-out Notice" may join or "opt-in"

to the Aggregation Group only in accordance with the provisions of paragraph 2.4 below.

2.4 Addition of Aggregation Members. Customers that become part of the Aggregation Group after completion of the "Opt-out Period" will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality's geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality's boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality's corporate limits, all obligations, except for the customer's obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer's termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility's Standard Service Offer or other appropriate service.

Article Three. Operations

3.1 Scheduling. VESI, either directly or through its designee shall perform any and all scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.

3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.

3.3 Start Date. The "Start Date" for service to each Aggregation Member shall be the first meter-read date on or after **August 1, 2021.**

3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility's procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.

4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

4.3 Change in Law. In the event that there is a change (including a change in interpretation) in law, administrative regulation, rule, filed tariff (in effect at the start of the initial term, not pending and disputed), regulatory design, market or transportation design or structure, ordinance, order, judicial decision, or statute, including, without limitation, changes in utility tariffs and pipeline protocols, or any fees or costs, including any charged by pipelines or utility, or the commencement of enforcement of a change in law or administrative regulation, and such results in VESI incurring additional costs and expenses in providing your natural gas service under this Contract, such additional costs and expenses will be your responsibility and will be assessed in your rate, charges and fees for natural gas service, notwithstanding the type of product you elected.

Article Five. Billing

5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute .005 per Ccf of natural gas supplied through the aggregation program to the Municipality.

6.2 These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance.

6.3 It shall be the Municipality's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process.

6.4 These funds can be combined from year to year.

6.5 These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

Article Seven. Contingencies and Force Majeure

7.1 Contingencies.

(a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:

(i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or other provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.

(iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10.1 hereof.

7.2 Force Majeure.

(a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force

Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

(b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and terminate on **July 31, 2023** unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

Article Nine. Representations and Warranties

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;

(b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction

binding on or affecting it or any of its assets;

(d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;

(e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);

(f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;

(g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;

(h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;

(i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and

(j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

(a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;

(b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate, throughout the term of this Agreement.

(c) All acts necessary to the valid execution, delivery and performance of this Agreement

including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.

(d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI. VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI shall have and maintain valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

9.4 Limitation of Warranties. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE PARTIES.

Article Ten. Default and Early Termination

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

(a) Immediately upon the occurrence of a Bankruptcy Event by any Party;

(i) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;

(ii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;

(iii) By mutual written agreement of the parties;

(iv) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by

the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Liability

11.1 Limitation of Liability. To the fullest extent permissible by law, neither party, nor their respective representatives, successors or assigns, shall be liable to the other party or its representatives, successors or assigns, shall be liable to the other party or its representatives, successors or assigns, for claims, suits, actions or causes of action, under any theory of recovery, for incidental, indirect, special, punitive, multiple or consequential damages, including without limitation loss of profits or revenue or the loss of use of either, costs of replacement retail natural gas services or of capital, or claims of customers of the other party relating to loss of retail natural gas services supply, except as expressly provided in this agreement. The provisions of this section 11.1 shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this agreement. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking legal redress and take other legal actions for a material breach of this agreement by the breaching party and pursuing a claim for actual damages resulting from said breach.

Article Twelve. Notices

12.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

All Notices: **Volunteer Energy Services, Inc**.
Street: **790 Windmiller Drive**
City, State and Zip: **Pickerington, Ohio 43147**
Attn: **Legal Department**
John L. Einstein, IV, Esq., jeinstein@volunteerenergy.com
With a Copy to: **Larry Taylor**

All Notices: **City of Reynoldsburg**
Street: **7232 East Main Street**
City, State and Zip: **Reynoldsburg, Ohio 43068**
Attn: **Joe Begeny, Mayor**
Email JBegeny@ci.reynoldsburg.oh.us

12.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service or regular United States mail. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, or regular US mail shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Thirteen. Confidentiality

13.1 Obligation of Confidentiality. The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, Confidential Information shall not be disclosed by the receiving Party ("Receiving Party") to any third party without the prior written consent of the disclosing Party ("Disclosing Party"); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

13.2 Disclosure. In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party's counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.

13.3 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Twelve shall survive the conclusion or termination of this Agreement for two (2) years.

Article Fourteen. General Terms

14.1 Entire Agreement, Amendments and Counterparts. The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendums attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.

14.2 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any

such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.

14.3 Headings. The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.

14.4 No Partnership. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.

14.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.

14.6 No Third Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither Party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized obligation or debt incurred by the other Party

14.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.

14.8 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.

14.9 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

14.10 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

14.11 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

14.12 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"**Act**" means Ohio Revised Code, Chapter 4929, as amended.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"**Aggregation Group**" means the collection of Aggregation Members.

"**Aggregation Member(s)**" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the Municipality's Governmental Aggregation program.

"**Bankruptcy Event**" means either Party:

(a) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(b) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;

(c) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;

(d) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress;

(e) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or

(f) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Btu**" means British thermal unit.

"Ccf" means one hundred (100) cubic feet of natural gas.

"**Commission**" means the Public Utilities Commission of Ohio.

"**Confidential Information**" means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked "confidential" at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked "confidential" or "proprietary" within five (5) days of the verbal disclosure. Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

(a) In the public domain at the time of disclosure;

(b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;

(c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;

(d) Already in the Receiving Party's possession prior to disclosure by the Disclosing Party;

(e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

"**Customer Data**" includes~~,~~ without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

"**Eligible Customer**" means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

"**Fixed Price Period**" shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

"**Force Majeure**" for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not

covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

"**Governmental Aggregator**" means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

"Governmental Aggregation" means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

"**Historical Load**" means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

"**Local Utility**" means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.
"**Mcf**" means one thousand (1,000) cubic feet of natural gas.

"NYMEX Strike Price" means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

"**Regulations**" means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

"**Representative**" means, as to a Party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate.

[remainder of page intentionally left blank]

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

Volunteer Energy Services, Inc.	**City of Reynoldsburg**
By: _____	By: _____
Name: **Richard A. Curnutte Sr.**	Name: _____
Title: **President**	Title: _____
Date: _____	Date: _____

EXHIBIT A

1. Type of Service: Columbia Gas of Ohio Customer Choice

2. Term: **August 1, 2021 through July 31, 2023**

3. Delivery Point: **Customers Burner Tip**

4. Price: **For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2023. During the term, the discount shall never be less than $0.003 below the then-current SCO Adder through the end of the August 2023 billing cycle.**

VOLUNTEER ENERGY SERVICES, INC. (“SELLER”)	**CITY OF REYNOLDSBURG (“BUYER”)**
By: _____	By: _____
Print: **Richard A. Curnutte Sr.**	Print: _____
Title: **President**	Title: _____
Date: _____	Date: _____

EXHIBIT B

DATE

Dear Natural Gas Consumer,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Reynoldsburg (the "Village") is providing you with the opportunity to join or remain with other residents and small commercial customers in the Village's natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Reynoldsburg, please let us know by calling 800-977-8374.** Government Aggregation programs allow Village officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. **City of Reynoldsburg voters approved this program in 2001.**

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas for the term **August 1, 2021 through July 31, 2023.**

You will be automatically enrolled in the Village's Natural Gas Government Aggregation Program unless you choose to "opt out" – that is, affirmatively choose not to participate. If you wish to be excluded from the Village's natural gas aggregation program, you must return the enclosed "Opt-Out" form by _____. Otherwise, you will be included in the aggregation program. If you do not opt-out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

Price: For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2023. During the term, the discount shall never be less than $0.003 below the then-current SCO Adder through the end of the August 2023 billing cycle.

After you become a participant in the Village's natural gas aggregation program, Columbia Gas of Ohio (COH) will send a postcard confirming your selection of VESI as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with VESI within seven (7) business days of its postmark date. To remain in the Village's government aggregation program, you don't need to take any action when this postcard arrives. You will be automatically enrolled.

COH will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from COH. The only change you'll notice is the name of your new gas supplier, Volunteer Energy Services, Inc., included on your bill.

If you have any questions, please call VESI toll-free at **1-800-977-8374**, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

City of Reynoldsburg
and
Volunteer Energy Services, Inc.

These **TERMS AND CONDITIONS** OF SERVICE have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline through July 2023. Upon acceptance by Columbia Gas of Ohio the cost will be 8% off COH SCO adder per Ccf plus NYMEX end of month close.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue August 2021 through July 2023 unless otherwise cancelled by either party. Natural gas service will begin within 60 days of acceptance by COH. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. COH will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmiller Drive, Pickerington, Ohio 43147 and are open from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the COH at the telephone number listed on your gas bill.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) busines days of the post mark date of the confirmation letter from COH. Afte the initial seven (7) business day period, either you or VESI ma terminate the contract at any time by providing the non-terminating part thirty (30) days written notice of such termination, without penalty. Yo will remain responsible for all natural gas consumed by you prior to th actual termination of service. If your supply contract with VESI i terminated, your natural gas supply will automatically be provided b COH under its standard tariff unless or until you choose anothe supplier. If you voluntarily terminate participation in the Village' natural gas governmental aggregation program, you may be charged price other than COH regulated sales service rate. **There will be n early termination fees associated with the Village's program.** Servic will automatically terminate upon the occurrence of any of th following: (1) the requested service location is not served by COH; (2 you move outside COH service area or to an area not served by VESI; o (3) VESI terminates your supply agreement and returns you as customer to COH. You have the right to terminate natural gas servic with VESI, without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to th ongoing jurisdiction of the PUCO. If the PUCO cancels the program this contract is rendered void with no penalty to either party. The laws o the State of Ohio will govern the terms of natural gas supply.

Change in Law: In the event that there is a change (including a chang in interpretation) in law, administrative regulation, rule, filed tariff (i effect at the start of the Initial Term, not pending and disputed) regulatory design, market or transportation design or structure ordinance, order, judicial decision, or statute, including, withou limitation, changes in utility tariffs and pipeline protocols, or any fees o costs, including any charged by pipelines or utility, or th commencement of enforcement of a change in law or administrativ regulation, and such results in VESI incurring additional costs an expenses in providing your natural gas service under this Contract, suc additional costs and expenses will be your responsibility and will b assessed in your rate, charges and fees for natural gas service notwithstanding the type of product you elected.

VESI's rate excludes COH charges and taxes. Natural gas service i subject to enrollment processing timelines as determined by COH an VESI's aforementioned Terms and Conditions of Service. To be eligibl to participate in the City of Reynoldsburg's natural gas aggregatio program, you must: (1) have a residence or business located in the Cit of Reynoldsburg; (2) be eligible to receive natural gas from COH; (3 meet Ohio non-mercantile requirements; (4) be current with your natura gas payments or payment arrangements; (5) not be enrolled in the PIP program; and (6) currently not taking natural gas supply service fron another natural gas marketer.

If you believe you received this letter in error or are not located in th City of Reynoldsburg, please contact VESI to remove your account fron our aggregation list.

P.S. Remember to return the below Opt-Out form only if you do not want to participate in the City of Reynoldsburg's Natural Gas Government Aggregation Program.

OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG GOVERNMENT AGGREGATION PROGRAM

☐ **I wish to opt out of my community's natural gas program. (Check box to opt out.)**

Service Address: _____

Phone Number: _____Account Number (located at the top of your COH bill): _____

Printed Name: _____Date: _____

Account Holder's signature: _____

Mail by: _____ To: City of Reynoldsburg Government Aggregation Program, 790 Windmiller Drive, Pickerington, Ohio 43147

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

ORDINANCE REQUEST

DATE: **April 26, 2021**

TO:

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

Approval:

Skipped Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

The results of the Phase 1 environmental study for 7332 East Main Street were submitted to the City by EMH&T recommending a Phase 2 environmental study. Staff is following their guidance for new soil samples to ensure the correct findings are determined and to further ensure that site is clear of any contaminants. As the legislation to appropriate funds for the purchase of the property was passed at the most recent Council meeting, the Auditor's office has requested that Ordinance 41-2021 be amended to reflect these additional costs. This request included funds to cover a Phase 2 study for both 7221 and 7332 East Main Street.

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

WHEREAS, the City of Reynoldsburg desires to purchase certain real estate located within the corporate limits for a public purpose of the City, and

WHEREAS, the proposed properties are located at 7221 and 7332 East Main Street; and

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

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

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

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

Section 1. The consideration to be paid for both properties is two million, six hundred fifty-five thousand ($2,655,000.00), to be paid upon execution and delivery to the City of Reynoldsburg, a General Warranty Deed accompanied by a title guaranty conveying the premises to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 2. To purchase the properties, an amount two million, six hundred fifty-five thousand ($2,655,000.00), purchase price plus closing and contingency costs, is directed to be appropriated from the unappropriated General Fund (110), account number 110.000.5501 to the unappropriated Capital Improvements Fund (410) to account number 410.000.4990.

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

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

EMH&T
Engineers, Surveyors, Planners, Scientists
Delivering **Solutions.**

5500 New Albany Rd., Columbus, OH 43054
p. 614.775.4500
f. 614.775.4800
info@emht.com
20210291

0.9-ACRE PROPERTY LOCATED AT 7332-7356 EAST MAIN STREET, IN THE CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO

Phase I Environmental Site Assessment

City of Reynoldsburg

March 26, 2021

emht.com

Attachment: EMHT Inspection Services East Main Phase 1 (RECONSIDERATION - Appropriation of Funds for Property Purchase)

EMHT

EXECUTIVE SUMMARY

A Phase I Environmental Site Assessment (ESA) has been conducted and a report prepared by EMH&T for the approximately 0.9-acre subject property located at 7332-7356 East Main Street, in the City of Reynoldsburg, Franklin County, Ohio. The subject property consists of seven (7) complete Franklin County tax parcels, nos. 060-000065-00, 060-000090-00, 060-000134-00, 060-000183-00, 060-000200-00, 060-000215-00, and 060-000218-00, and a portion of an eighth parcel, no. 060-000045-00. This assessment was performed at the request of and is for the exclusive use of the City of Reynoldsburg.

According to a review of the readily available historical resources, the western portion of the subject property was utilized as a gasoline service station/auto repair shop back to at least the 1930s. This portion of the subject property was redeveloped in the early 1980s with a restaurant. The eastern portion of the subject property was utilized as an auto garage and tin shop back to at least the 1920s. By the 1940s, the uses of the eastern portion of the subject property appeared to be converted to a lodge hall, post office, and feed warehouse. Underground gasoline storage tanks were noted on the subject property and immediately adjoining properties. No other environmental concerns on the subject property were apparent during a review of the readily available historical resources.

According to a review of the readily available historical resources, the western adjacent property was historically utilized as a gasoline service station. Based on a review of the Bureau of Underground Storage Tanks Regulations (BUSTR) file, this former gasoline service station has been granted a No Further Action (NFA) status, but has existing groundwater contamination. The site has a land use restriction due to the residual contamination. By definition, this site is considered an off-site Controlled Recognized Environmental Condition (CREC) in connection with the subject property. No other environmental concerns on the adjacent properties were apparent during a review of the readily available historical resources.

The subject property was listed in three (3) databases searched by Environmental Data Resources, Inc. (EDR). These three (3) databases pertain to the historical use of the subject property as a gasoline service station and auto repair shop. A total of twenty-six (26) listings representing twenty-two (22) distinct sites were located within the prescribed ASTM search radii of the subject property. None of the twenty-two (22) distinct sites located within the prescribed ASTM search radii of the subject property are likely to have resulted in an adverse environmental impact to the subject property. As discussed above, the western adjacent property, listed in the EDR database, was formerly a gasoline service station.

Based on the information reviewed in the BUSTR file for the former gasoline service station at the subject property (Marathon), the 1989 and 1993 soil analytical results showed petroleum constituents above the current BUSTR Soil Reuse Action Levels. In addition, BUSTR currently requires additional tests in response to petroleum releases that were absent in the 1990s. It was unclear whether a geophysical survey was ever conducted to search for any existing USTs or other former tank excavations. Documented discussions with personnel from Marathon noted that a second set of USTs installed at the subject property in 1977 were removed. It appears that the documented discussions regarding the removal of the 1977 set of tanks was sufficient for BUSTR to grant a closure and NFA on the subject property. It must also be taken into account that the existing building would impede a full geophysical survey. There did not appear to be any

Attachment: EMHT Inspection Services East Main Phase 1 (RECONSIDERATION - Appropriation of Funds for Property Purchase)

EMHT

remediation conducted at any time on the subject property. The depth of soil sample collection and analysis conducted during each of the assessments was at 13.5 feet or deeper. Therefore, based on the soil analytical testing completed at the subject property, soil contamination appears to be isolated to this depth and/or deeper.

There were no visible indications of any environmental issues associated with current conditions and/or activities being conducted on the subject property with the exception of the filled bore holes. The rusted steel pipe observed during the previous Phase I ESA, was not observed next to the gas meter during the current Phase I ESA subject property reconnaissance.

There were no visible indications of any environmental issues associated with current conditions and/or activities being conducted on any of the adjacent properties.

The potential for a vapor encroachment condition (VEC) to exist with respect to a subject property is dependent upon the existence of a source area containing petroleum contaminants or other volatile contaminants and the distance of such a source area from the subject property. The applicable search distance for petroleum hydrocarbons is 0.1 mile and 0.333 mile for nonpetroleum hydrocarbons. The Tier 1 search distance test determined that there were reported releases from regulated sites within the 0.1-mile search radius for petroleum hydrocarbons. The Tier 1 search distance test determined that there are no releases from regulated sites within the 0.333-mile radius for nonpetroleum hydrocarbons. Based on the Tier 1 search distance test, VEC conditions cannot be ruled out.

The environmental professional has assessed the conditions identified in the findings section of this report and has determined that two (2) on-site Recognized Environmental Conditions (RECs) and one (1) off-site Controlled Recognized Environmental Condition (CREC) were identified in connection with the subject property during the performance of this assessment. No Historical Recognized Environmental Conditions (HRECs) were identified for the subject property during the performance of this assessment.

Based on the historical use of the subject property as a gasoline service station and auto repair shop, EMH&T recommends that a Limited Phase II ESA be conducted to identify any potential residual subsurface contamination that could impact future development activities.

Additional information regarding each of the findings are contained within this document. This report was prepared solely for the exclusive use of the City of Reynoldsburg and is not transferable. EMH&T has conducted the ESA in conformance to ASTM Standards and has made best professional efforts to ensure accuracy and reliability. No environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions. This report is designed to reduce but not eliminate uncertainty. EMH&T has obtained records from several available sources and no warranty, either expressed or implied, is made in relation to the information provided in this report.

Prepared by: Bryan Lombard, EP

Signature: Bryan Lombard

Reviewed by: Patrick J. Hoyng, CPG

Signature: Patrick J. Hoyng

Attachment: EMHT Inspection Services East Main Phase 1 (RECONSIDERATION - Appropriation of Funds for Property Purchase)

EMH&T

search radius for petroleum hydrocarbons. The Tier 1 search distance test determined that there are no releases from regulated sites within the 0.333-mile radius for nonpetroleum hydrocarbons. Based on the Tier 1 search distance test, VEC conditions cannot be ruled out.

- The environmental professional has assessed the conditions identified in the findings section of this report and has determined that two (2) on-site Recognized Environmental Conditions (RECs) and one (1) off-site Controlled Recognized Environmental Condition (CREC) were identified in connection with the subject property during the performance of this assessment. No Historical Recognized Environmental Conditions (HRECs) were identified for the subject property during the performance of this assessment.

- Based on the historical use of the subject property as a gasoline service station and auto repair shop, EMH&T recommends that a Limited Phase II ESA be conducted to identify any potential residual subsurface contamination that could impact future development activities.

9.0 OPINION

The environmental professional has assessed the conditions identified in the findings section of this report and has determined that two (2) on-site Recognized Environmental Conditions (RECs) and one (1) off-site Controlled Recognized Environmental Condition (CREC) were identified in connection with the subject property during the performance of this assessment. No Historical Recognized Environmental Conditions (HRECs) were identified for the subject property during the performance of this assessment.

Based on the historical use of the subject property as a gasoline service station and auto repair shop, EMH&T recommends that a Limited Phase II ESA be conducted to identify any potential residual subsurface contamination that could impact future development activities.

10.0 CONCLUSIONS

EMH&T has performed a *Phase I Environmental Site Assessment* in conformance with the scope and limitations of ASTM Standard E1527-13 for the approximately 0.9-acre subject property located at 7332-7356 East Main Street, in the City of Reynoldsburg, Franklin County, Ohio. Any exceptions to, or deletions or deviations from, this Standard are described in Sections 1.4 and 11.0 of this report. This assessment has revealed evidence of two (2) Recognized Environmental Conditions (RECs) and one (1) off-site Controlled Recognized Environmental Condition (CREC), and no Historical Recognized Environmental Conditions (HRECs).

11.0 DEVIATIONS

Two (2) deviations from the ASTM Standard E1527-13 were made during the course of preparation of this environmental site assessment. Completed OWNER questionnaires were not obtained from representatives of owners L&N-UP Alum Creek, LLC and DMAK Properties, LLC. Reasonable time, defined in Section 8.1.5 of the ASTM Standard as 20 calendar days, has not elapsed and is therefore a deviation. While the property owners may have information that affect the ability of the EP to identify recognized environmental conditions, EMH&T does not

Attachment: EMHT Inspection Services East Main Phase 1 (RECONSIDERATION - Appropriation of Funds for Property Purchase)