



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
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Mollie Prasher, Clerk of Council
614-322-6836

Monday, April 12, 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 – March 22, 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 with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting. 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. West Licking Joint Fire District Presentation

6. COMMUNICATIONS

7. MOTIONS

- a. A Motion to Approve a Resolution to Recognize Dr. Damodar Poudel and Sanju Mahato
- b. 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
- c. A Motion to Approve a Resolution Supporting the Protection of the Right to Organize (PRO) Act, Which Provides Generational Opportunities for Working Class Americans
- d. A Motion to Approve a Resolution to Recognize National Volunteer Appreciation Week and Day in Celebration of the Reynoldsburg Blessing Boxes
- e. A Motion to Approve a Resolution to Proclaim April as National Public Health Month

8. PUBLIC HEARING

- a. 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
- b. 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
 1. Volunteer Energy Services, Inc. - Larry Taylor

9. REPORTS

- a. **Liquor Permit**
 1. Liquor Permit 3 Guys Dragon Express
- b. **West Licking Joint Fire District Report**
 1. West Licking Joint Fire District Report

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

1. 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

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

1. 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

e. **Public Service & Transportation Committee**

1. An Ordinance to Establish Chapter 701 Landlord-Tenant Relationships of the Codified Ordinances of the City of Reynoldsburg
2. 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
3. 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
4. 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
5. 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
6. 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
7. 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

8. 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
9. 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
10. An Ordinance to Establish the Reynoldsburg Adopt-A-Road Program
11. An Ordinance Authorizing the Mayor to Enter into a Contract with Toole & Associates for Professional Plan Review and Inspection Services, and Declaring an Emergency

f. **Finance & Administration Committee**

1. An Ordinance to Transfer Funds for the Purchase of Real Properties to be Used by the City of Reynoldsburg, and Declaring an Emergency
2. 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
3. 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
4. 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

10. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. 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 (Second Reading 3/22/2021). --- Baker. Development, Parks and Recreation Committee.
- b. 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.

- c. 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.
- d. 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.
- e. An Ordinance Authorizing the Mayor to Enter into an Contract for 2021 Sidewalk Program Phase VII, Appropriating Funds, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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 (First Reading 3/22/2021). --- Salvati. Finance and Administration Committee.
- k. 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 (First Reading 3/22/2021). --- Salvati. Finance and Administration Committee.

- l. 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.
- m. 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 (First Reading 3/22/2021). --- Salvati. Finance and Administration Committee.

11. CONSENT AGENDA FOR FIRST 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 -- - Baker. Development, Parks and Recreation Committee.
- b. 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 --- Bryant. Public Safety, Law and Courts Committee.
- c. An Ordinance to Establish Chapter 701 Landlord-Tenant Relationships of the Codified Ordinances of the City of Reynoldsburg --- Strickland. Public Service and Transportation Committee.
- d. 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.
- e. An Ordinance to Establish the Reynoldsburg Adopt-A-Road Program --- Strickland. Public Service and Transportation Committee.
- f. 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.

12. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Parks & Recreation Department (First Reading 3/22/2021). --- 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 (First Reading 3/22/2021). --- Baker. Development, Parks and Recreation Committee.
- c. An Ordinance Appropriating Funds from the Unappropriated General Funds to the Police Department for Donated Monies (First Reading 3/22/2021). --- 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 (First Reading 3/22/2021). --- 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 (First Reading 3/22/2021). --- 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 (First Reading 3/22/2021). --- 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 (First Reading 3/22/2021). --- Strickland. Public Service and Transportation Committee.
- h. 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 (First Reading 3/22/2021). --- Strickland. Public Service and Transportation Committee.
- i. 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 (First Reading 3/22/2021). --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Appropriating Funds from the Unappropriated General Fund to an Account in the Community Events Department (Second Reading 3/22/2021). --- Baker. Development, Parks and Recreation Committee.
- b. 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 (Second Reading 3/22/2021). --- Strickland. Public Service and Transportation Committee.
- c. 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 (Second Reading 3/22/2021). --- Strickland. Public Service and Transportation Committee.
- d. 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 (Second Reading 3/22/2021). --- Strickland. Public Service and Transportation Committee.

14. OTHER COUNCIL MATTERS

15. UPCOMING MEETINGS

- a. April 22, 2021 BZBA
- b. April 26, 2021 Council (virtual)
- c. May 6, 2021 Planning Commission
- d. May 10, 2021 Council
- e. May 20, 2021 BZBA
- f. May 24, 2021 Council

ADJOURNMENT

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL March 22, 2021

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

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

Approval of Agenda

The agenda was amended to remove the presentation by the West Licking Fire District. That presentation was rescheduled for April 12, 2021.

Approval of Minutes

a. City Council – Regular Meeting – March 8, 2021

The March 8, 2021 minutes were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Sue Williamson - Emailed Comment

I would like to volunteer to work with them and other local officials to tackle the litter problem here in Reynoldsburg. I plan on researching other city programs that have been successful and then I would like to implement those programs here. Picking up litter, or not throwing it on the ground in the first place, is so simple to do and it makes a HUGE difference. I would like people to NOTICE how clean and nice Reynoldsburg is. It's so disheartening to see people blatantly trash the environment and I think a lot can be done to help the problem! I would also like to announce that on April 3rd, we will have a group cleanup effort at a location that we have yet to decide on. Someone suggested Civic Park, and I also noticed a lot of trash off Rosehill between Main and Broad along the creek, and around the restaurants on 256 and Taylor Square Drive. April 3rd at 10:00am will be the date and time, and we will post more details on FB. I also want to share that I have a FB group of like-minded people called "Plalking the Burg". The term Plalking comes from a group of joggers in Sweden who started picking litter while jogging - Plogging, and I just changed it to picking litter while walking - Plalking. And of course, The Burg - is for Reynoldsburg. I would love more city officials to join the page and interact because I really do think we could make a big difference if we put our minds together and get creative. I am passionate about keeping our earth clean and healthy - it is OUR HOME. And I know a lot

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of people feel the same way I do. But we may need that help from city officials to make things happen. I would be completely fine if that could be read into the record. And I really do want to work WITH you all to do this!

**Susan Colbert
2799 Shadwell Drive**

Good evening City Council President Jenkins and members of the Reynoldsburg City Council. My name is Susan Colbert. I live at 2799 Shadwell Drive. I have lived in Reynoldsburg, OH for the past 4 years and have found it be a great place to live! It is accessible to shops, schools, recreation centers, church and much more. Housing is affordable, residents look out for one another and I feel very safe in my neighborhood! Thank you for the opportunity to speak in favor of the Ordinance to protect people from discrimination based on their Source of Income. This ordinance sponsored by Councilwoman Strickland is critical to the residents of Reynoldsburg. The passing of this Ordinance will afford residents of various incomes ranging from Social Security, child support, alimony, disability income, Veterans programs or government housing programs, an opportunity to live in a diverse and inclusive community like Reynoldsburg where people have access to safe, decent and affordable housing and access to living wage employment, healthcare, transportation, businesses and schools. Unfortunately, if this Ordinance is not passed, families who desire the same as you and I will not be able to live in our community and enjoy the basic necessities as we do. We all want and deserve the same basic things: a safe place to live and an opportunity to succeed with dignity, with grace and with hope. Towards this end, I implore you to seriously consider passing this Ordinance in order to alleviate these barriers and help children, youth and families succeed and thrive! In conclusion, I would like to acknowledge and thank the members of the Reynoldsburg City Council and especially Councilwoman Strickland for all of your work towards supporting this important initiative and for giving me an opportunity to share my concerns.

Yvonne Watson

I wish to thank all of you for opportunity to offer comment during tonight's meeting. My name is Dr. Yvonne Watson, I serve as the Director and Founder of the Tutoring Tenacity Center, located at 1296 Brice Road in Reynoldsburg. The purpose of my comments today is to introduce the Tutoring Tenacity Center to City Council as a whole as well as provide an update on current, operations, success and future opportunities. I am an educator; I spent the last 20 years working in higher education as an administrator and adjunct professor. Much of my work has been devoted to helping those who have experiencing <INAUDIBLE> in life

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and needed assistance using education as a way to better themselves. I started tutoring children in grades kindergarten through fifth grade in the year 2013. When I learned a child in my Sunday school class had been suspended from school and was only in the second grade. As each of you know, his behavioral challenges were a direct result from his academic challenges. I started tutoring this young child and helping him through his behavioral issues by interacting with his teachers, attending parent teacher conferences and providing regular feedback to his parents. From that experience, the For My Wish Foundation was formed. The wish acronym meaning stands for my Wellbeing, Interest, Safety and Happiness. We are doing business as Tutoring Tenacity. Our mission is to cultivate skills and behaviors that promote learning success, by providing customized academic assistance in a supportive learning environment. The For My Wish foundation is governed by a 10 member advisory board that meets on quarterly basis to discuss operations and successes, opportunities. And key indicators such as how do we help students prepare for proficiency test, how do we help students from falling behind and in what ways can we help those we serve with student achievement, meaning their motivation to learn. How can we incentivize reduced discipline referrals? What is the best way to incentivize attendance rates and what are ways that we can keep our cost low and affordable. Fast forward to July 2020. I was able to acquire dedicated space for tutoring services. Since July 2020, we have provided tutoring services for over 80 students, in which 75% are enrolled in Reynoldsburg schools. Our chief focus is math tutoring, reading tutoring, including spelling, reading and comprehension assistance. Also writing for students in kindergarten through fifth grade. However, since July 2021, we have expanded services to include all grade levels. Tutoring Tenacity program provides year round flexible hours, regular feedback on academic performance, homework assistance, and custom tailored academic assistance as well. The team recently started a kindergarten prep program at the request of our parents. It's an individualized program designed to help children prepare for kindergarten assessments along with the opportunity to prepare for first grade depending on the time for enrollment. I will say that the For My Wish foundation team is thoroughly enjoying this journey of helping our children achieve academic success. I still believe that it takes a village to raise a child. To each of you, we pledge our commitment to Reynoldsburg, in helping our students achieve academic success. I welcome each of you to stop by the center at any time and learn about the intricate details associated with our operations. I believe you will be pleasantly surprised with the work that is taking place at Tutoring Tenacity. I close by saying this; we need your help in order to keep our cost low. We are working diligently to individuals to support our tutoring endeavors. We rely on donations from our benevolent community members, businesses, as our programs are not subsidized at this time. Fiscally, this has become crucial for us because we just started experiencing children who have come to the center but are also hungry. The advisory board will also be

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meeting in the next two weeks about how is best to address this while providing tutoring services. Again thank you all for your time today.

Jillian Olinger

Chief Mission Officer - YWCA

Good evening, City Council President Jenkins and members of the Reynoldsburg City Council. Thank you for this opportunity to speak in support of the ordinance to protect people from discrimination based on their source of income. My name is Jillian Olinger, Chief Mission Officer of YWCA Columbus, on whose behalf I am speaking tonight. The mission of YWCA Columbus is to eliminate racism, empower women, and support peace, justice, freedom and dignity for all. Among other services, we provide housing to women and families in need, and support those transition from emergency housing to more stable options. Given our mission and the programs we deliver, addressing racism in the housing system is a core part of our advocacy. And we know housing justice is a regional issue, and not one individual community alone can adequately address. Due to historical and ongoing housing discrimination, Black and Indigenous people face significant barriers in the housing market. Considering that a disproportionate number of unhoused people are Black or Indigenous female heads of households, voucher rejection means fewer housing options for already marginalized people. Though we do not know just how widespread the issue of voucher rejection is in Reynoldsburg, in cities without laws protecting tenants, denial rates soar around 80%. This leads to a severely restricted market for those who need stable housing, and ultimately could lead to homelessness or to longer stays in programs like the ones we deliver. Cities that have enacted laws around this, however, see denial rates around 15%. According to analysis done for the regional housing study by MORPC, the city of Reynoldsburg struggles with both limited availability of low-income housing options and with housing competition. These two issues combined make it very difficult for applicants with vouchers or other forms of subsidy to find housing that fits their needs, in their community of choice. Passing this legislation means opening up housing closer to places of employment, and this is a necessary step towards not only housing justice, but economic and financial equity as well. In our region, we have a mismatch between where affordable housing is located, and where job growth is concentrated. Earlier this month, the City of Columbus passed the Housing for All legislative packages, which contained a series of ordinances including source of income protection. The cities of Bexley and Westerville have also recently passed SOI ordinances. We encourage other communities in the central Ohio region to enact legislation as well, so we can open the housing market, expand housing choice, and facilitate rehousing of our own clients with a greater success rate. We hope to

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work with our regional partners to eliminate barriers to progressing the wellbeing of our most vulnerable, and establishing policies for a region where all can thrive. Thank you.

Mayor Begeny

As you know just over a week ago, President Biden has signed a stimulus package, The America's Recovery Act and a number of dollars are marked for the City of Reynoldsburg. We are going to investigate what we can and cannot spend it on similar to what had gone on at the time of the Cares Act dollars. As soon as I have information on that, we will discuss certain agendas on what we're going to do with those funds within the parameters that the government lays out for us. As soon as I have information on that, I will let you know. I did want you to be aware that is out there for us. With that I have no comments until I introduce the next groups.

Community Commission Reports

Mayor Begeny

We have established through this Council some Community Commissions. For the first time tonight you are going to hear what they have been up to these last few months. They have been given a time limit, so if you see me playing some orchestra music as we approach that 7 to 10 minute mark, but they have a lot of good things to share.

Ruvane

Arts and Beautification Commission

Our commission has been charged with two important tasks. One, increasing the visibility and partnering with various groups to enhance the arts both visual and performance in the City of Reynoldsburg. As well as beautification. That includes clean up and branding, enhancing our visibility in our area. Over the past few months we have had a number of meetings. We have had a handful of potential programs comes out of that, and I wanted to share those with you tonight. The first is Art Installations and City Presence. We discussed that we would like to work with Council for potential grant givers to bring various art and visibility to public spaces in Reynoldsburg. We used the City of Whitehall, Dublin, Gahanna for some of those types of branding ideas and we think what they are doing is particularly compelling. Our major focus is paying attention to the City of Respect motif. The tomato is awesome and we certainly want to incorporate that into some of our ideas. We looked at everything from lower cost options, partnering with schools and the children there. All the way through more sophisticated art pieces. Ultimately, our idea was to



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reinforce positive change. Earlier litter pick up was mentioned and we are going to get to another program shortly but litter pick up, clean water, community respect, those types of things that are so important to Reynoldsburg residents. We have also discussed incorporating bees and butterflies and caterpillars, those types of natural designs to educate people on how those types of parts in our environment assist people and how we are connected with all of that. The next section that we discussed was a Taste of Reynoldsburg concept reboot. We have been reconnected with the Chamber of Commerce and we hope to partner with them the next time that program can be reignite. We have discussed having low key music, jazz band, big band type music. Tickets to limit cash handling and transactions. Not only in the idea of Covid but also with food handling and that type of thing. Tapas and small drink samples. Just a fun way for the community to reacquaint itself with the local businesses that are based in Reynoldsburg. We think that's an important connection as well. The Tomato Festival, Mayor Begeny has joined all of our groups to keep us updated. We have shared some ideas as far as offering primary and secondary acts on the various stages as well as offering diversity in the acts, whether its specific communities offering a dance troop or poetry, that type of thing. Although we have been on the forefront of that we have been in the background offering suggestions to move forward to the Tomato Festival committee. Regarding litter, clean-up and beautification, Councilmember Lawson-Rowe reached out to us a private citizen and made a great request. She proposed that we do neighborhood micro cleanups. That would help jump start certain areas of the City and not all on litter cleanup day but in a way that can directly impact small pockets of the City and then hopefully create a type of chain reaction where that section of the City will continue with a fresh slate and keep that area cleaned up and beautiful. Our committee took that a step further and now we charge the Council with joining us and take their section of the City and partner with us to do these micro clean ups in the City. Members of the committee would of course join you and members of your neighborhoods. We have discussed various way we can work with the City to streamline garbage clean up and that type of thing. Safety maintenance issue goes along with beautification. We would like to see recoding and tidying up of the light post and other surfaces, especially in the Main Street area, to freshen their look. During the Main Street remodel it was mentioned that there would possibly be a barrier that would protect Prost and other businesses in that area from oncoming traffic and potential future traffic incidents. We also recognize that whatever that barrier is should have some beauty to it and be integrated into the space. Our committee request that we can have some conversations with the

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Council and members of that committee to help streamline the beauty of that area. Thank you.

Mayor Begeny

Thank you very much Ruvane. This committee, not only has their regular monthly meeting, but a number of individual monthly meetings that are specific to their individual group. They have come up with very good ideas when it comes to art. As some of you may know, I have very little artistic skills. No one wants me to sing anytime soon. This group has been very good about getting ideas out there. If you have any questions you can reach out to him at a later time.

Welcoming & Diversity

Mayor Begeny

This group we will have Tatjana Bozhinovski. They did a phenomenal job of bringing new perspective to a lot of different things here to the City of Reynoldsburg.

Tatjana Bozhinovski

Welcoming and Diversity Committee

I am presenting on behalf of the Welcoming and Diversity Committee. Before I talk about our project and plans, I would like to read a statement our committee has made regarding some current events in our nation.

We, the members of the Reynoldsburg Welcoming & Diversity Committee, would like to address the recent violence against and ongoing perception of our Asian American brothers and sisters. Tragically there have been intentional and increasingly tragic targeting of Asian Americans. This is social, cultural, emotional and physical violence against the Asian community. We in the Welcoming and Diversity Committee abhor and condemn such behavior against any race or nationality in our community, state and nation. Reynoldsburg is a city identified as a city of 'Respect'. We agree with this identification. We urge all citizens in the city of Reynoldsburg to demonstrate in thoughts, words and actions a dignified respect for all in our very diverse population. But, especially today, we urge this for our Asian American citizens as they are currently being targeted. May the City of Reynoldsburg and its residents embrace and demonstrate a respectful dignified 'Respect' for our Asian American citizens and neighbors. I have a power point that we have prepared.

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It has been an honor and so much fun to work with these people that are so passionate about keeping our City as welcoming as it should be. We have put together a mission statement as it follows:

- To be a city where ALL people are welcome regardless of their background, origin, race, gender, sexual orientation, religion, language.
- To offer support and encourage everyone to be contributing members of our community.
- To be respectful and celebrate everyone's uniqueness and diversity.

As Mayor Begeny continues to remind everyone during his shows and events, anyone who is interested in joining us, you're more than welcome to. We have been meeting monthly with our group and discussing our project but due to Covid, we were limited to what all we can do in our City. Here are some of the things that we did up to date:

Black History Month, February 2021

Mayor Begeny shared a statement celebrating Black History Month on The 12 O'clock Show with Mayor Joe

Random Acts of Kindness, Week of February 15, 2021

ETSS donated PPE bags and they were distributed to several local businesses (Le Vieux Lyon French Bakery Café, Starstrukt Apparel, Rader Nutrition, Nepali Market, & AmeriStop

Women's Month Interviews with Mayor Joe

We shared our statement and encouraged the mayor to put a spotlight on some of our many great women in our community

Projects forthcoming we have been working on this for a while:

Welcome Packet

Culturally Inclusive Calendar (Cultural Celebration & Acknowledgements)

Participation at City Events

Quarterly Meetings/Open Houses with mayor Begeny

Purchasing Flags for World Refugee Day

Juneteenth Celebration

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Mayor Begeny

Thank you Tatjana and Ruvane for coming and presenting to Council. You are more than welcome to ask questions. The next meeting in April we will have the other two commissions, Military Recognition and everyone's favorite Traffic and Transportation Committee. This is something that was done as a result of Council and I wanted to make sure you knew what they were doing and it represents a small amount of the work that these groups have been putting in. For a volunteer committee to take a couple hours of their time every few weeks that I don't get a chance to see or members of Council don't get to see, to improve communication throughout the community.

Communications

President Jenkins

I would like to thank Director Bill Dorman and Superintendent Keith Kuntz, today was a big day for Molly Drive in Reynoldsburg. There has been a lot of flooding for a number of years and today they started the process of trying to fix that problem. I know my neighbors were very excited when they saw the City trucks pull up and the bulldozers and the equipment. It's a very exciting day, they were in fear of the rain coming and didn't know if there were going to be floods. You were working on this project during Covid and things were put on hold, so today was the day and I'm sure my neighbors were very excited that this process is starting.

Councilmember Strickland

I also want to bring it to everyone's attention, when I first started running for office back in 2019, knocking on doors, there was one particular house that had been vacant for many years. I am happy to report that while working with Attorney Shook and Director Dorman, we were able to put a great legislation forth last year. We were able to clean up this vacant house that has been sitting for years and years. I wanted to call then out and thank them for a wonderful job that they did. This house is now up for sale because of the good legislation that passed last year. We can now clean up these vacant lots, commercial and personal. I wanted to personally thank Attorney Shook and Director Dorman.

Councilmember Pyakurel

First of all I want to thank Tatjana for bringing this up. I was going to wait until the end but I think it's a good time to do this one about anti-Asian hate. Anti-Asian hate is not a new thing to this country. Recently, there is a big rise we saw in Atlanta and then locally here in our state, in Akron, Ohio. We don't have anything right here in our place but it is very concerning because of the rise in Asian hate since 2019 has gone up 145%. At the same time there is a

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decrease in other kinds of hate by 6%. Asian American have been targeted by this hate group, so I just wanted to make sure that there is no place for any kind of hate in our community. I want to keep the families of those killed in my prayers, hope for the good and hope that the law will provide justice for the people behind this kind of hate.

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING ERICA CRAWLEY

Councilmember Strickland

I am really excited to read this resolution. Ms. Crawley, she is a mother, friend and fierce leader in our community. She is fighting the war on infant mortality and many issues that impact Reynoldsburg residents and Ohioan's. I am honored to call her a mentor and a sister friend.

Councilmember Strickland reads the resolution into the minutes.

Thank you Ms. Erica Crawley for your service, everything you do across our City and for Ohio.

Councilmember Lawson-Rowe

I hold you in such high regard, I appreciate your leadership, and passion. Uncovering the inequities of your district of the broader community of Ohio. I consider it a privilege to know you and to be able to reach out for your wisdom, guidance and Council. You are the epitome of leadership. When it comes to rolling up your sleeves and I thank you for being a point of reference for me and many of us here.

Councilmember Baker

I just want to quickly say a quick thank you to representative Crawley. I met representative Crawley when she was running and I knew she was going to be something special. We are all in this for a special treat for the years to come. This young lady is going to do fantastic things for Reynoldsburg but also throughout the whole state of Ohio.

Erica Crawley

Thank you everyone for those very kind remarks. I am in tears, one for being recognized at the same time as the honorable Jo Ann Davidson Madam Speaker is an honor and privilege. Knowing that she is the only female speaker, we want to be like her when we



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grow up. I can say for me when being the first black woman ranking democrat for the finance committee, this is history. I am honored to even be recognized tonight. If you knew my story, I never wanted to be an elected official, I am introvert by nature. I wanted to advocate on behalf of children and our families and be able to thrive and not just survive and that's what I am here for. That is what I see here in Reynoldsburg. I always make myself available as a resource to my neighbors in the district but also those who are not. At the end of the day I work for the people. Thank you for all your kind words and your resolution.

President Jenkins

I first met you when I was running for office and you inspired me to run, you have been someone that I have admired and I appreciate all your work you in Reynoldsburg and all of Ohio. Thank you.

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

A MOTION TO APPROVE A RESOLUTION RECOGNIZING JO ANN DAVIDSON

Councilmember Lawson-Rowe

I want to take a moment to share with the Honorable Jo Ann Davidson how much respect and admiration that I have for you along with, no words seem adequate for all you have done. Being the trailblazer here in Reynoldsburg and onto the state. I would also like to say thank you for meeting with us last year when Madam President Jenkins and we were elected and we were to honor with you this time last year but the pandemic came about. So it's just a privilege to have that opportunity today and your leadership does not go unnoticed.

Councilmember Lawson-Rowe reads the resolution into the minutes.

President Jenkins

I would like to say and thank you to Ms. Davidson for meeting with us when we were first elected and telling us her story and everything she went through. We were able to understand what she went through and what we went through, there were still something's that were very common as woman. The pandemic shut everything down and

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then hopefully once everyone is vaccinated we can meet and get together and continue our conversation. I appreciate you and your willingness to meet with us.

Councilmember Strickland

Thank you, Ms. Davidson for again taking the time out of your busy schedule to meet with us last year. She is someone who I admire, look up to. You really paved the way for women just like me to be able to stand and run for an elected seat. Never in a million years what I have even thought that I will be here today but it, but it women like you, who was the pioneer to making a difference. So, thank you so much for everything you're doing, you have done. I truly appreciate you. Thank you.

Councilmember Baker

Madam Speaker, thank you for joining us today and this resolution is rightly deserve for all the hard work that you have done, not just for not just women but also, I can say that for men, seeing what you did in the environment that you did his inspiration on the male side as well because you showed was strong leadership is. And so I just want to say thank you, on that part. And also thank you for breaking down a barrier for women, especially in the statehouse because history in the statehouse towards women has wasn't never really kind, but you did something that no other woman could do and I applaud you for that.

Jo Ann Davidson

Being able to visit with you tonight brings back 20 years of memories. For the 20 years I was in the legislature I always represented my own community of Reynoldsburg. And I'm also honored actually to be recognized this evening, along with Representative Crawley because I know the hard work she does and what she's chosen to pursue to make a difference in her community so I think it's really admirable of you to recognize both of us and realize that the women that are representing you or have been represented you are really out there for Reynoldsburg in any way shape or form that we can be.

President Jenkins

Both representative Crawley and former Speaker Davidson, we appreciate all of your hard work here in Reynoldsburg and all throughout Ohio. Thank you very much.

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

A MOTION TO APPROVE A RESOLUTION TO PROCLAIM SOCIAL WORKERS ARE ESSENTIAL

Councilmember Bryant reads the motion into the minutes.

Councilmember Baker

I just want to briefly thank the social workers around this country, they really stepped up during this pandemic. There are no words of saying thank you. Just thank you, thank you because it is really wanted that, you are recognized. So to all the social workers in Reynoldsburg and really throughout the country.

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

Reports

Liquor Permits

LIQUOR PERMIT FOR SUB PETROLEUM INC.

Deputy Chief Grizzell

This application is for a liquor permit transfer from Global Partners of Ohio 7616 LLC to Subu Petroleum LLC and More at 7616 E. Main St. The business location is not situated in an area that would have an adverse effect on the operation of any hospitals, schools, or playgrounds. We do not oppose the transfer.

RESULT:	READ INTO THE MINUTES
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LIQUOR PERMIT FOR 1883 LOCALE LLC

Deputy Chief Grizzell

This application is for a new permit for 1883 Locale LLC located at 7345 ½ E. Main St. This is for D1/D2/D3/D6 class: Beer, wine and mixed beverages on premises or sold in sealed containers for carry out until 1 am; spirituous liquor for on premises consumption only until 1 am and sale of intoxicating liquor between 10 am-midnight on Sundays. The owner is Christene Logesky and she has no priors. She plans to run this as an event venue. The business is not situated in an area that would have an adverse effect on the operation of any hospitals, schools, or playgrounds. We do not oppose this license.

RESULT:	READ INTO THE MINUTES
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Auditor's Report

AUDITOR'S REPORTS JANUARY, 2021

The Auditors Office submitted the budget by department and classification for the month of January 2021.

Clerk of Court Report

CLERK OF COURT REPORT

The Clerk of Court submitted monies collected from courts held on, 2/4, 2/11, 2/18, and 2/25/21 in the amount of \$12,622.00.

Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee meeting for Monday, March 22, 2021.

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

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An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Parks & Recreation Department

Director Bauman

This is a 2001 Dodge Ram van that has reached its life expectancy, and it has been recommended by the fleet mechanic to remove it from operation.

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

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.

Director Bauman

Attorney Shook and I have been working on the codified ordinances for the Municipal Parks Section 971 for the last several months. We have made some changes that are highlighted in red in your packet. Hopefully you've been able to review them. I will go over just a few things rather quickly here that we've addressed first would be the hours of operation for the park, we're going to change that to be 6:00 AM to 9:30 PM. This time frame of taking it down to 9:30 will give the police department ample time to get over to Civic into Pine Quarry to secure the park in the evening prior to shift change. Right now the park is open till 11:00 PM and we just feel that is just a little bit too late to have a park open that late. Most of the surrounding communities are not open that late. 971.07 Scheduled Events and Activities. We just removed some language from there that is no longer pertinent. Several of the organizations have disbanded. 971.11 Protection of Natural and Ecological Environment, we've added language regarding removing trees that present a clear and unacceptable risk to the public as determined by the Parks Department, and we've added language about no invasive species to be planted as per federal and state guidelines. 971.13, we've just added some clarity and expanded on some of the explanations in there. 971.17 Power Model Toy Engines and Drones, we do not have any drone language currently and drones are becoming very popular so we wanted to add some language on drones regarding recreational usage. 971.27 Directing and Attaching Signs, just doing some clarification as to languages to why we have that piece of that ordinance in there. 971.30 Littering Importing of Rubbish and Trash Prohibited and Pet Owners Responsibilities. We actually did not have an ordinance

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about litter in the park so we have gone ahead and added that that's 971.30. So just direct patrons that they are to dispose of their trash receptacles they can't bring anything into the park and pet owners should be responsible to clean up after their pet. We also added 971.32 Pollution of Water, stating that no person shall place or permit to be placed in any water rate any noxious or noxious material any materials, which may affect the user enjoyment of such waterways for recreational or other Park uses. Other various sections we've done just some correction on grammatical errors. And like I said, this is a work session so if there's any questions that you have. After reading through it. I won't be here for the next meeting so Attorney Shook can answer those questions.

Attorney Shook

I think what Director Bauman and I had talked about is that with codified changes we would especially with major changes we'd like to bring it to Council for a work session and then three reads after that. This is probably the kind of legislation we should have brought for first read and that's on me that's my mistake. But I would ask Council bring this back the committee next meeting for the potential to move it on for first read and if you have any changes between now and then, feel free to reach out to either myself or Director Bauman and so we can discuss those, and make sure that the legislation's in a good strong form for first read.

Councilmember Baker

I read through this piece of legislation is pretty straight forward of the changes were needed because there are some things in there that are way out of date. So, thank you for the work. Direct Director and Attorney Shook as always on this piece of legislation. So, see how there's no comments from committee or the Council, I'm going to go ahead and end this work session and move on to the next piece of legislation.

RESULT: REFERRED TO COMMITTEE

Next: 4/12/2021 6:30 PM

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

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Director Bowsher

I know that you can take a look at some of the things we talked about but I'm going to share my screen and go over a couple of slides and sort of outline some of the stuff and why the project should be supported and it's important. Great. So, basically, it talks about redefining our City. So when we talk about transportation, we typically think of automobiles and buses, moving in and out of the city, but even more so now more than ever, we're talking about green ways and green infrastructure and trails and connectivity that way. But this takes it even a step further and starts talking about water ways throughout the community. We're part of this Rapid 5 project here in Central Ohio. So this is a coordinated effort with the Urban Land Institute, ULI, MORPC, the Columbus Foundation, and various other communities throughout Central Ohio. The idea being that it's a \$500,000 project. They are hiring the, the Neighborhood Design Center. And with that, basically what they're doing is they're creating a plan a vision and doing some light engineering to show the connectivity of all the existing trails, with brand new trails throughout Central Ohio creating this green and blue corridors. We are actually part of one of the five or considered part of the Big Walnut section with our Blacklick Creek Trail. I'm going to go through and talk a little bit about it so it talks about the connection between the environment and recreation in central Ohio communities. We understand there's 146 miles of blue ways and riparian corridors, 38,300 acres of parks and green space, 143 miles of trails and connections and 315 miles of on street bike facilities. So we just continue to add new residents. We understand that we want to connect those new residents with the existing trails and services. We definitely see that this is a huge benefit of health and wellness, mobility choice, environmental stewardship, economic vitality and social equity. We understand that people in places who are impacted by this residents cultural institutions, businesses and schools, understanding that this is our current system today you can actually see the Blacklick Woods here also with the Blacklick trail where it actually ends at JFK Park, the understanding is we've had some plans for some time to have that connect all the way up in New Albany, you can see the other trails that go into Central Ohio. When this project is said and done, this will be the record or basically creating sort of multiple emerald necklaces, and connectivity here in Central Ohio. So, what we ask of you tonight or what MORPC is asking us is to contribute \$10,000 to this study to this master plan, other municipalities have all opted in the city of Dublin is doubling our match and others city of Columbus is \$100,000, they'll be hiring five other additional firms as part of that and they're also taking private dollars to enhance this so, just like we talked about earlier about the housing strategy, or Columbus's 2015 plan, all of those we're coordinated through

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Morrissey and ask for contributions. What this does for us is it gives us a seat at the table, so we can continue to work and push hard, the Reynoldsburg initiatives that we currently have now, so we'll be better connected to Central Ohio tomorrow. The idea here, see as we had talked about, we're part of that Big Walnut section and then, just some really beautiful shots. So, I'm going to stop share screen here, but I'm going to open it up to any questions so our contribution as we said we'd be appropriating \$10,000.00. This would go into the Columbus foundations account to be utilized by MORPC and ULI to go ahead and fund this project and see a push forward.

Councilmember Pyakurel

This is great. Definitely. This is very, I think we have to be participating in it. One question is, you, you mentioned that they're also looking for private money there. So, can you tell us a bit about that one because I'm curious about who is and how much of the private money is coming in?

Director Bowsher

Outside of the local municipalities they're going to different health sectors, my assumption would be that it is Cardinal Health, Ohio Health and probably going after AEP, Columbia Gas, some of the bigger firms that are here locally, L Brands and some of our largest employers. Because it's only serves them if they're connecting their employees with these trails so people can bike, even kayak to work if they wanted to along our trails systems.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for March 22, 2021.

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

An Ordinance Appropriating Funds from the Unappropriated General Funds to the Police Department for Donated Monies

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Deputy Chief Grizzell

This is a donation to our canine program that was very generous one, the donation comes from Revolution Mortgage, Central Title, Access Title and friends of those businesses. We plan on using the funds to purchase a third canine this summer.

Councilmember Bryant

Excellent. Do we have a timeline for that?

Deputy Chief Grizzell

As soon as we can. There's been some, a case, maybe Mr. Shook could give you an update on that, before we can proceed.

Councilmember Lawson-Rowe

I would just like to say, really big ups to Revolution Mortgage, and all of the businesses that donated this grandiose donation to Reynoldsburg Police Department. I've said it once, and I'll say it again, it is what we want; Reynoldsburg to be the best Police Department in all of Central Ohio and our area businesses, which are the lifeline of our community, working to make that happen. So I would just like to salute Revolution Mortgage and all those other companies.

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

An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Copiers for the Police Department

Deputy Chief Grizzell

This is actually going to result in a cost savings. It's a renewal of an expiring least two copiers that we utilize. Again, it's going to be \$1200.00 a year less than the current lease. So, we found that some of the features that we were present in the old agreement or not being utilized were able to save some money.

Attorney Shook

I just want to note for purposes of the meeting and the record that competitive bidding is waived on this particular item because these copiers for lease are listed on the state

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bid list, and the price that we negotiated, the police have negotiated is at or less than the bid price.

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

An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List, and Declaring an Emergency

Councilmember Bryant

Chief Baker is requesting this as a single read emergency due to the timing of the insurance settlement.

Deputy Chief Grizzell

Chief Baker just wanted me to pass on that this is the removal of two totaled cruisers that were hit by uninsured drivers. The reason for the emergency as you said is that the vehicles need to be transferred to the insurance company, so we can receive the insurance proceeds for the vehicles.

Councilmember Bryant makes a motion to forward the ordinance to Council as a single read emergency. Second by Councilmember Pyakurel. Motion carries.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for March 22, 2021.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, and Bid Services for the City's 2021 Water Main Replacement Project and Appropriating Funds Therefor

Director Dorman

So Councilman Strickland as you guys have heard, probably, you know, multiple times in the past over the past year. The City Reynoldsburg was mandated by the

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EPA to do certain infrastructure improvements mainly to our sanitary sewer in our storm water systems as part of what they call the CMOM and NPS programs as part of our annual CMOM program where we go out and just evaluate our water lines or sewer sanitary lines. The water lines we're looking to replace in this section of the City were built in, I think the 1950s. And once again we face the work that we do on past histories, we look at not only the age, we look at the material, and we also look at the amount of water breaks we've had on that line. Over the past, probably three months we've had the water crews dispersed one or two times a day, you know all throughout the day you know repairing breaks, you know on, you know, the main or on the service side from the main to the disconnect. So this is once again this is something that once we do it, we hope it would last us another 60 or 70 years and typically it will. But once again, it's just one of those projects that comes out of the enterprise fund. Once again, these funds, you're not going to be used for anything else I'm in water improvements.

Councilmember Strickland

Thank you. Now, do we know which area you're going to be looking at as of yet?

Director Dorman

Oh yes, I think in the attachment that I should have provided with the packet there was a match of the area. I'm trying to bring that out and bring that up now. Let me see if I can find that area. If anyone has it in front of them might they might find a quick on that I can see.

Councilmember Strickland

Okay, we can look into that. So I just want to make sure we communicate out to the neighbors regarding which areas we're going to look into it as we complete this project this project.

Director Dorman

I found it, it's Marlin and Saratoga Avenues as well as Gilmore drive.

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

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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

Director Dorman

Yes, so once again a few weeks ago, we had Star doing a brief presentation before Council on what they felt the need was for the City kind of moving forward in some direction that they would help us, they would provide for us, so we could get to an actual stage of development. Whether we either redevelop the sites we have or trying to consolidate them on the one site. As we talked about the sites we have or have not been updated in several years. And don't meet the current standards really required for several employees to be working in there and doing certain day to day operations such as painting, clean equipment, emergency response. For instance, if there was ever an accident in the garage or welding or doing mechanic work. The facilities just are not really up to speed for what's required nowadays so this would be for the proposal is just for needs assessment so they're going to basically provides the framework for the City so we can then move forward, hopefully, and either, like we said go with a redevelopment or a new construction facility that would house all of our, not only our Streets, Water and Sewer but also the Parks and Recreation Department.

Councilmember Strickland

I know I have visited those sites then they are in need of repair, they. Yeah, we need to make sure that we taking care of our employees and given them the best facilities that we can and be able to provide for them. So, thank you.

Councilmember Pyakurel

This need assessment is for all the facilities, or only one or some of them.

Director Dorman

Right now we have two sites. Approximately, they're probably a quarter mile of each other. One is on Old Truro Avenue, and that is between Truro and the creek and the other one is of Main Street behind the bus garage. We would look to consolidate both those sites or have to redevelop both of them did you meet current standards. The site on Main Street has my Street and Storm Water department in it. The site on Truro is a shared site; it has the Water and Sanitary department. And then on the other side are also Director Bauman's Parks and Recreation Department employees as well. We will

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see what Star says, I think they have alluded to the fact that it may be in the City's best interest just to just to do a new site. We would use one of the existing sites we wouldn't look to purchase land. The site Main Street, the City is fortunate that we have a site that's big enough that probably can accommodate what we need without even purchasing any additional land.

Councilmember Strickland

Do we know how long it's going to take to do the needs assessment, from our consultants?

Director Dorman

We sit down with them, we had six proposals that we reviewed, we had a committee, which was established with directors from various departments and the Mayor, and several key employees and based on that we pretty much, it was one of the priorities to is scheduling and they feel that they could probably have everything done and if we decided to move forward with the actual architecture and engineering plans. By the end of the year we could have everything done this, this needs assessment will only take probably I think roughly 90 days.

Councilmember Baker

I agree with you, Councilmember Strickland, and Director Dorman in that new facilities are needed for both these departments because I remember a few years ago, when I visited the Parks and Rec Department site and Director Bauman showed me and told me the needs that her department needed at the time, and the Truro facility. Yes, the facility is very outdated, it's outlived its use, and I think this is a perfect direction to go in. We want to have the best stuff, but we also have to protect it and our current facility is not doing that. Also, it does have to do with safety with our workers as well. The commendation for women, especially in the Parks and Rec facility is not that great. So, I'm 100% for this, I wish would be doing a one reading to get it moving because it really needs to be done but that's all I have to say, thank you.

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

An Ordinance Authorizing the City Engineer/Director of Public Service to Implement an Annual Sidewalk Inspection, Repair and Maintenance Program

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Director Dorman

We've talked about this as well in the past, the City's desire to kind of do some infill on sidewalks throughout the city where we're missing pieces where we have a disconnect where a sidewalk ends, and you have a piece in the middle that's nothing and then it continues back to sidewalk and a lot of those will address when we get redevelopment will require the developer to come in and redo the sidewalks or leave your trail whatever is required for that area, what we're talking about right now is the City's need just to keep up with our sidewalks, it is the properties owner's responsibility per the ORC to maintain their sidewalks and driveway approached. However, that really hasn't been addressed in many years. Some of the areas in the city are fine or other areas are, you know, a little worse off. Right now, when we get a complaint, we will go out and investigate. We will, through our code enforcement officers, site the resident only. So what we decided to do, is on an annual basis, we will look and inspect all the sidewalks that abut the streets that we're redoing that year as well. So that way we come into the area we do everything at once we do signs we do sidewalks we do curb and as well whatever we need to do, and then we're done and hopefully there was, those residents want to deal with that headache for another you know 15-20 years. So, EMH&T has already done some preliminary work on this and kind of looked at what we have out there. To be honest, I'm a little fortunate because these areas are not very bad at all. I mean that the City is kind of a double edged sword we don't have many street trees in the City and because like you don't have a lot of keeping up the sidewalks and some of these areas. So in this area we're looking at I think less than \$30,000 and probably sidewalk repairs that are going to need to be made. Now what will happen though is these the residents will have the option. What we'll do is we'll send out a letter saying here are the sidewalk panels on your property that needs fix. They have the option to completely go and do that themselves if they'd like to hire their own contractor, and then just let us know and we'll take them off the list. If they don't do that they can just go ahead and have it done by our contractor, and pay us directly. Or if they don't want to pay for it at that time they can also then just choose to have a special assessment made, which will be put on the property tax the following year.

Councilmember Baker

I just want to make a comment that I'm glad that we're doing this program, or this programs is being suggested because I've said since day one I've been on council that there's no rhyme or reason why any part of Reynoldsburg should not have any functioning sidewalk, so I'm glad that Director Dorman and that you're putting forth

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this program and I hope it is a success because sidewalks are important, not just because it helps people get from point A to point B, but it's also safety.

Director Dorman

Our hope is that when once we get the word out on this program moving forward, people will start to pay a little more attention and hopefully take this on their own, without us having to come and do the inspections and hopefully when we get there maybe that they're all done that would be great so that's kind of the other movement we hope will happen.

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

An Ordinance Authorizing the Mayor to Enter into an Annual Agreement with EMH&T for Geographical Information Systems (GIS) Maintenance and Support

Director Dorman

Hopefully many people know the City does have a really robust GIS system. So when a developer comes in, or when we're doing any kind of work, we require they provide us what they call those drawings which are basically paper copies of the plans that we then take and digitize and put into a GIS system. So, my staff can quickly bring up a map and show where all our sanitary lines all are all of our water lines all of our infrastructure. We also have some of the auditors parcel we bring in we import a lot of other data that's already created. There's two sets of parcel data and orthophotography and other things. What that allows us to do is quickly from our desk to look at you know water line and say what the size is kind of condition of it. We can also then hyperlink to those are also our record plane drawings that have been submitted to. So it saves us a lot of paper copies, but also it makes it available for people for instance when we get a utility contract that wants to right away permanent. We can share that information when they're designing their infrastructure, they can know where ours is like and plan accordingly and provide us the room that we need, or maintain our current system and for future work over the past several years, EMH&T has done this, maintain this it's on the cloud, with every year they do the updates for so whenever we get plans, they go to EMH&T, they do all this work. And they also do some of the development side of it too so when a new development comes in, if a new plat like for instance the MI plat with the MI subdivision that's going on right now. They will bring all that in there so you'll be able to see all lots on

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our GIS as well. Over the past several years this has kind of broken down into three different contracts, based on the tasks, however, City Attorney and I looked at this and it's kind of our judgment that it really should be one contract and at that point the cost should come to Council so that's what you're looking at this.

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 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

Director Dorman

This is another example of a contract that the City has done for many years with Franklin Soil and Water. They don't really call them contracts, they call them working agreements, but they do this with all the unincorporated areas in Franklin County and they also represent a lot of the municipalities. I've worked with them, my entire career. What they do is they provide services. They help us with our stormwater, we need them to help do plan reviews, inspection services. But the biggest thing they do is really what they called public education and outreach. So every year they put on a rain garden, rain barrel program where if residents in the City participate they get a discount or free rain barrel, free plants for rain garden. They'll even help them with some design services as well. They also provide services for the schools. So they get into schools and provide them some educational material. Pollution control and maintenance. Once again this is another contract that is entered into every year. However, it's required because it's an inner governmental type of relationship that it does have to go to Council, even though the contract amount is under the threshold.

Councilmember Strickland

I see that you want an emergency on this one here, are we working against a time frame on trying to get this one push through?

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Director Dorman

My Superintendent did that. We could two reads on this. I don't think we have any problem with that. I don't mind doing it two reads. I don't like to do one read unless absolutely necessary. I don't think this needs a one read.

Councilmember Pyakurel

I read this legislation, pretty much totally today, and I like it's very close to myself because of my childhood, I spent time farming. It has very many things to do with that. My question is, the best thing I like is the education piece and in this one, because as diverse as Reynoldsburg is, that of people who speak various different languages, is there any way we can address the language needs of the community. Is there any way we can do those things here.

Director Dorman

I could definitely talk to them and see. I'm sure that's something they're experiencing from other communities as well. As Columbus is growing and becoming so diverse. I can definitely talk to them and see. It's funny you say that too because I know it's something we definitely become more conscientious of in particular in our Building Department. We just went through the process of interviewing for a permit tech position and one of the questions we asked was anyone fluent many languages and it interesting to see the responses. That is something as a City I think we've definitely, in particular, like I said my departments, are trying to find ways to handle that. I can definitely talk to them and follow up with you on.

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

Director Dorman

I just wanted to say thank you for talking about the vacant property registration. I think Attorney Shook probably doesn't want to take too much of the lead on that but his team and it was a really neat project that actually were involved not only just the Attorney's Department, involved my department, Water Department our Code Enforcement. I think we started out with close to maybe 200 properties on that list. And I remember when I first started working with the City, sitting down with you and several other people, Mr. Benner, just talking about kind of what the City's plan, we have close to 80 to 100, that have active renters in there or have been sold and the actual owners of the property. Moving forward when we have any code violations, it

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gives us somebody that we can go to and talk to and even some of the properties that are owned by larger corporations, it got them on notice saying okay the City's out looking at this now and this is in our best interest to get these up the shape. So I just wanted to thank you for bringing that up. It needs to be spread out among the departments, it did a really great job. It was a really good team working project.

Councilmember Strickland

I know there's one other initiative I'm working on. Making sure that we are cleaning up our street lights. One particular one on Matter Horn, I believe, that is a different color. One of the polls, compared to the rest of them. And so I wonder if we can start implementing looking at the street lights that's surrounding in our different neighborhoods to making sure that number one, is up to the same color as the other street lights and looking at and making sure the bulb and everything is the same across the board because I know that has been an issue. And then, we want to make sure that we're coming up with a plan on how we're going to be able to tackle some of these things that have been sitting for many, many years.

Director Dorman

Yes, that unified look is something we talked about quite a bit and actually we had EMH&T late last year this year finalized a spec for the street lights within the residential areas and along the main thoroughfare so we have one now that will just hand the developer saying here's what it's got it looked like. And I think before what they did is they let kind of each developer come in and put their own up. And it really wasn't a standard they had to follow. That's why you kind of see so many different varieties take your right I noticed that when I drive throughout the city. There's so many different varieties, different colors, different styles, everything. One thing I really emphasize on my department this year is, I wanted them actively out painting hydrants, painting street lights getting those things kind of spruced up you know that those things really make a difference when you're driving through neighborhoods, it shows that we're keeping up with things and it'll make a big differences little things like that. And in particular, like the walk on Main Street to looking at signage, the walls whatever we can do to kind of get those up to a level that's, that's kind of the way we want to see them from here on out.

Councilmember Strickland

I just want to say thank you to you and your team for getting out there and getting things together so thank you so much.

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Finance and Administration Committee

This is the Finance & Administration Committee meeting for March 22, 2021.

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

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

Director Dorman

This is just an agreement we enter into it allows our residents to go out and kind of choose what they want to. The aggregator that we've chosen right now provides us a price and the end, there is some dividends for the City as well, they can meet the quota they want to get to, but basically what this does if anyone's ever been on the AEP site or it is actually the Ohio Department, it's a state site, comparing apples to apples. So anyone at any time can opt out of this. This is basically saying that we're using this aggregator they're going to set the base price going into it. However, like I said, at any point, any resident can go in and switch out to have a different supplier if they want to. I encourage people to do that as I do it myself. I get on the site pretty regularly and look. However, when you do that, you are locked in for a certain amount of time dependent on who you sign up with.

Councilmember Salvati

Is this pretty much a renewal of the agreement we've had I think for the last two years, with Volunteer Energy?

Director Dorman

It is, the same thing.

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

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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

**Joni Crawford
City Finance Manager**

This is a renewal on our maintenance agreement on the software that the City uses for finance, payroll, utility, water billing. The Building Department, the Community Development software and our interface from our time clock system. You haven't seen this in the past our last agreement we did a five year agreement that expired on February 28th. They brought it to my attention towards the end of last year but I thought the price was a little high and I sent it back to them and ask them to relook at it and get the price back down a little bit, they wanted a 5% increase and, and I didn't want to do a 5% increase, I asked them to try to get it down to 4%, which they did. So this is just renewing this agreement, it's a necessary agreements so that we have our software in place. If anything happens they have people who answer right away and work with our IT group to get the problem fixed as soon as possible so we don't have any delays.

Councilmember Salvati

Thank you Joni for your persistence in getting it down.

Councilmember Bryant

Joni, is this the software that has been in place for just maybe a couple years?

Joni Crawford

This software has been in place since 2010. We have added things to it. When we initially got it we just had it for the utility and the finance and payroll. Probably three or four years ago they added community development, and they've been adding things to that as they develop the software as our building department has additional needs they've been adding to it since then.

Councilmember Pyakurel

In this one, the emergency language was added for any specific reason?

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Joni Crawford

Well our maintenance agreement already expired and expired at the end of February, they are still answering our calls and working on our maintenance agreement. I'd appreciate it if after two reads we could pass it as an emergency, but certainly that's your guy's decision, if you want it to go the three reads and do 30 days, I'll just inform them that's just the way it has to be, but they've been a great partner to us, they're not putting pressure on us so that they won't answer our calls. As a show of good faith, I would like to get it passed as soon as possible so that we can get it locked in.

Councilmember Salvati

Thank you, knowing that it's expired already, is there any opposition to going in and doing this as an emergency. You can just speak up if you oppose. Otherwise we'll go ahead with the emergency who to read it.

Councilmember Strickland

Thank you, Joni for explaining exactly what this system is and everything. I just want to make sure I'm getting a better understanding. Is this the same system that allows our employees to clock in and out?

Joni Crawford

No, that's NovaTime. NovaTime is the clock in and out system. This is the system that processes all the bills for utilities, it's been system that we collect all the payments on utilities, it's a system that we run our financial statements on, the reports that I that were provided earlier in this meeting, those come off that system, it does our purchase orders. It does all the community permit billing payments and things like that.

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

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

Mayor Begeny

We have an opportunity, as we discussed it in our executive session in early February, about controlling our own destiny. After working with Auditor Cicak and Director

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Bowsher and City Attorney Shook and our financial advisors from Baker Tilly and Squire Patton, we developed a plan to acquire two pieces of property in and around Old Town. Each piece would be held by the City until a future sale with the help of a preferred developer. The goal is to have these properties sold within one year for the first time in a long time we have the opportunity to determine what kind of businesses coming into the City of Reynoldsburg. While each property has a different plan use they all fit within our overall plan for a more walkable downtown experience full of boutique shopping and additional dining options not already found. Properties we are looking at include the PNC Bank, targeted for major medical use as well as potential incubator space, as well as the Happy Dragon location, which is targeted for a first floor medical. In addition to a coffee or ice cream shop, second floor offices and more. While this is what's planned the things can change quickly and then be the expectation that more medical use would be provided, which again is a big job with the provider here in the City of Reynoldsburg. And while there is risk, I believe that potential far outweighs that risk, and all involved agree that we should proceed given Council's approval.

Director Bowsher

We talked about this in Executive Session and a little bit and I showed you some images and we walk through that and I won't make it as long winded as we had in the past but I do want to let you know that we did go out and we paid to have these parcels appraised. These are two of the three that we're talking about that third one is still sort of in negotiations. We still have some due diligence that we'd like to go. We're going to work through some, some environmental sort of regulations to ensure that we get a grant from the EPA to be able to check some soils on that one, we did do that on the other two, were waiting those results that'll be back before the final reading for these, so it still gives us an out if something were to come up. But the appraisals came back, our purchase price our negotiated purchase price are all underneath of the, the appraisals which is a good thing. And so we definitely have sort of named a preferred developer, which always could change depending on the users that come in, but it looks really good. As the Mayor had said, trying to put all these pieces together sometimes it takes a lot.

Some of the biggest needs that are here in the City is Class A office. So we feel very confident moving forward that we're going to be able to put these together. We think that the Happy Dragon is going to happen fastest. The PNC has a lot of moving parts

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and pieces that are to it, but we hope to see sort of construction this time next year on that piece as well. So with that, I'll open it up to any questions anyone has.

Auditor Cicak

I just like to make a comment that I'd like to make an amendment to appropriate from the unappropriated general fund to fund the 410 fund for this purchase so it can be properly capitalized.

Councilmember Salvati

Ok, would we make that amendment tonight?

Attorney Shook

I would suggest that I make the language adjustment between first and second read. I do want to note that I appreciate the assistance of Auditor Cicak and have Joni Crawford in helping to guide the administration on the financial implications of this agenda item, and where the money comes from.

Councilmember Cotner

You, Director Bowsher, said that the appraisals came back, and the price was under those appraisals. What are those amounts?

Director Bowsher

The purchase price for the PNC is 2 million even. The appraised value for the Happy Dragon corner was \$720,000. The appraised value of the PNC Bank was \$2,000,030.00.

Councilmember Cotner

Happy Dragon especially, you and I have had numerous conversations about that and numerous developers have committed to you and said that, they were ready to go, only to have negotiation stop at the 11th hour. What makes us believe that we should be in the real estate business to go buying properties when we've watched a couple developers walk away from that particular property? I mean again, if we have a buyer or the other property they're willing to sell it, I mean I guess I can understand that but I think there's certain risks that we are not a real estate developer and I'm not sure how we say that. These are emergencies of using under the City's use. So I think there's just a lot of concerns that with both of these going forward. I guess specifically



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on Happy Dragon, how do we know better than two other developers who have walked away so late in the game with them?

Director Bowsher

You know, it's a great question Councilmember Cotner. So I would say that we're not in the real estate development, we won't developing these properties, we're working with a developer, obviously, we control pretty much 90% of the property that basically surrounds all of these properties. We've got \$2 million invested into the Lancaster parking lot, so there again we're real estate developer ourselves the community center \$30 million. So we've been a part of that game. We had this once before. With the East Side Brewery company. We had land and we were just going to demo and we were going to throw out to the side, we were able to attract a developer to go in and take over that property and now it's a thriving business it's looking at expanding already. I think for the Happy Dragon it was a different time. Certainly, we did not have the credibility that we currently have right now as the City. The zoning code wasn't done, there were a lot of things that were up in the air for a developer and there were a lot of risks and additionally they were going to have to come back and work with us as part of that parking lot that was next to it to make something like that happen. So there were a lot of unknowns, and it was just a lot of risk for somebody to be able to take on. That 620 evaluation two to three years ago, even four years ago when we started talking about this, was a little bit different. And I think without our investments into the downtown streetscape, the community center, all the housing developments going in, a lot of the other commercial development, the Alliance project it sounded Brice and Main, it sets the tone for what that appraisal was. So we would have made it an appraisal three years ago wouldn't have appraised for 620. That's where a lot of the developers sort of had gotten hung up. Additionally, when working with the individual that selling, he made it very clear to us that this was the last few months for him, and he was either just going to lease it back and it was going to stay that way forever but he was out, he was ready to move on to his golden years. And so things became a little bit more feasible. Because of that I think there was a little bit more of an encouragement to sort of wheel and deal at that point. But it takes time bringing these developments together and so it takes a lot. And so there's an additional risk for a developer that's coming in and wants to put all these pieces together they can't necessarily do it overnight so with the City cell, knowing that they're going to have to work with us anyways on the parking lot that's next to it to add in that adjacent ground and build more additional parking to the rear made us the logical expert in that matter to grab up the land when we could, continue working

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through those obstacles to make it equitable to allow that development to happen. So I think without us, I don't think it ever does happen.

Councilmember Cotner

That was your vision for the City to buy it for \$620,000.00, hold it for less than a year and sells it to another developer. Is that you're saying? That the project looks like that?

Director Bowsher

Right, all three of the parcels and the two that are here before you tonight. That is that is the end goal is for us to hold on to the properties, one, we were able to secure first right of refusal on the PNC Bank, so it's not even marketable right now. But if we were to turn our backs on it, it would become marketable it would go into the public, be on the MLS by the end of the week if we were to say, we're going to deny it today, or just say that we're not going to move it on. We're just saying that we're not going to move it on. And then, anybody could come in and move in, as the Mayor had said it's the City finally taking a step forward and taking matters into his own hands. I would point out too that actually the City of Dublin, just last week actually approved, their own properties, there was four or five homes that are next to their Old Town area as well, but they'd like to see new development so they ended up going in and buying those homes, because they didn't want them to continue sitting the way that they were. Some were vacant, some were dilapidated, even in Dublin. The idea was they wanted to build new developer, so they're working with the developers after they bought their land. So, this is not a new concept for municipalities to get into this game, I would say that it would be significant worry on my part if I said, Councilmember Cotner, we're going to buy these properties but we're also going to go to turn around and go and build on them and we're going to develop them ourselves and we're going to get into the game. That's not what I'm saying I'm saying we're working with skilled professionals that are going to pull the deal together, we're going to get a developers agreement that City Attorney Shook and myself will overview, alongside the attorneys of the development group, we will come do a term and a purchase price and move forward and we will have brand new development within the City.

Councilmember Lawson-Rowe

Can you please share for the purpose of information for our neighbors? Is it the Class A office space, is that the correct terminology?

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Director Bowsher

Yes, ma'am.

Councilmember Lawson-Rowe

Okay, can you please share what is the benefit of Reynoldsburg having Class A office space and what do we have now and what does that mean for the future?

Director Bowsher

That is an absolutely fantastic question so the City of Reynoldsburg has zero, goose egg Class A office. The City does not have any. Probably back in the day the one closest to us was the tall gold, six or seven story building it's out on Brice Road, and that was probably Class A office back in the day, it's since Class C office and sits vacant. So for us, we have a growing need. There are users that are out there that call my office weekly, monthly, just have sit down conversation say hey, we love what Reynoldsburg is doing and we want to be located. We want to be your neighbors and we want to bring businesses to the community. What do you have available. Where can we go, where can we locate. Sadly, I have to say that we don't have any that are available because we don't have any at all. And we consistently lose out on businesses, you know we lack that. We do a lot of JEDD agreements, so a lot of the industrial complexes that we have are out there in Etna township with our agreements there, but the City can hold on to with great medical jobs for medical buildings and MOB or for regular office space here in the community and really great doctors doubts, we ended up building an extra 15,000 square feet on the community center because we had Ohio Health saw a need in our community and wanted to build more. They want to expand. We have other medical providers that are knocking on our door, that are ready to move into spaces, but there's just no spaces for them to be able to move into. So, the Mayor had mentioned incubator space, there's a few incubator outfits that are out there right now that really want grand space that they want to be located in the downtown area. There's other medical users that we talked about and then other larger office space. Because right now, even in the age of Covid, even though that people aren't fully back to work and there's empty businesses that are downtown, they want to be located really in the suburbs because that's where the majority of their workforce is located. They don't want people to have to automobile there, they want them to be able to walk and bike, and they want them to be located where their workforce is. So, I think you're going to see a big shift, us as a City continues forward, there's going to be this growing need, and we've not really had any in this area. You can even count that Pickerington doesn't really have any Class A

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office the closest one that you can find is in Gahanna over at Creekside, and that's the type of office space that we're talking about.

Councilmember Strickland

Thank you, Director Bowsher for all the work that you are doing. It's good to know that this is not the first time that we are proposing this, to buy property is something that happened in the past. And so that was good for you to explain that also. Then, again, the zoning code was not fully vetted out when this first came about, with those two other developers that came to Reynoldsburg, is that true?

Director Bowsher

That is true. One of the developers wanted to bring in strictly housing by itself so we had to say no thank you to them. They said that was the only way that they can make it work and the second one, tried making it work, but there were too many obstacles and too much fear about what is going to happen in the zoning and can I even get this built and things were getting denied into the City and so for them they said you know what, it's not worth the risk for us to be able to take that, even though we think that Reynoldsburg is on the up and up. And so now we have the comp plan, and we have the zoning code in place. Now these developments can actually happen and drive now people are coming to the table and saying that now we're interested.

Councilmember Strickland

One other thing that stuck out to me, you talked about credibility. What's different then, than it is now. Is there something you can talk a little bit about what happened? You said you talked about the credibility of Reynoldsburg, is there any particular reason on there, people are coming to Reynoldsburg, want to do business here. Can you speak a little bit about that?

Director Bowsher

Yeah, it was an entire holistic approach. So before I even came on they pass in any income tax levy that really opened up the door to a lot of different things we talked about roads and housing. You know we passed a comprehensive plan and put us on as a framework and then we passed the zoning code afterwards, which has got a claim to fame. MORPC dubbed us most forward thinking and progressive code in the entire state. That's, that is something to be extremely proud of as a community, and people want to be our neighbors, the second hottest real estate market in the country. We are making deals happen, we're bringing in new housing we're bringing in new



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development, people continue to sing our praises and talk about us, the BIA. The City of Columbus even are looking at us. In fact, they invited me to serve on their stakeholder committee to oversee some of their zoning code changes. So when the big sister to the west says, hey, we really love what you guys are doing. Can we steal a little bit of that magic and hope to change some of that of ourselves, that's saying a lot and I think that has really put us on a trajectory to a lot of great things. I think this is sort of the next step. We've got to get into the, the game of taking hold, that taking the bull by the horns by ourselves. We've done a lot of great work, and there's a lot of great things that are happening, but this is just this is the next step. Typically if we had a well-funded CIC. This would be the type of thing that we would run that through. We don't currently. So we're going to go to City Council, we're going to do this and we don't want to lose out on this opportunity because the last thing that we want is more complacency to build and more things that sit vacant, or not the best and brightest use. I mean we made a comprehensive plan for a reason that said that mixture of uses on these two parcels was the ideal use. So why would we ever want to allow that to let it go to the wayside. So now we're taking advantage of that opportunity to be able to do that and work with a developer to be able to get exactly what the City deserves because the City deserves a lot more than what you'd see right now. And I think if you see it in the next five years, and drive down Main Street, it's going to be a completely different City and it's going to be for the better.

Councilmember Strickland

And lastly, when you mentioned forward thinking, I appreciate that right. We know that Reynoldsburg is actually changing and now how are we going to be able to catch up and get ahead. And I appreciate all the work that you all are doing at City Hall because I know its hard work. We do have to continue to push. As you stated before, take the, the horn and really run with it, and so all the work that you guys are doing are truly appreciate it. We are doing great things here in Reynoldsburg. And so, people are really coming to us and looking for us to be those leaders at City Hall, so thank you so much.

Councilmember Baker

I just want to briefly say thank you for all the hard work, Director Bowsher and Mayor Begeny. This is a lot of hard work, especially when you're bringing a City back from the ashes to something where other entities around us are envious. You know when you say City of Columbus asked you to help them with their comprehensive plan that's big, you know this is we're talking about one of the largest

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cities in the country is asking for Reynoldsburg for help. So we should acknowledge that. Second of all, I think this is a good chance for Reynoldsburg to continue to move forward into the future by getting these parcels. And I think what hope the City grow. It will help us put, put us more on the map, especially in the state of Ohio, so I support this. I think we have to invest in ourselves, we have to take a chance in ourselves. And once we do that, we will benefit greatly from it. So that's all I wanted to say thank you.

Councilmember Pyakurel

Very excited to see this, when this will come out in the actual version of this project. And I hope when we have a better tax base we will have a much, much more money for our sidewalks. That is the thing that I would like to see with this. I want to see when the CIP and we can build all of the sidewalks in the City. Waiting to see that one, thank you for all the hard work behind the scene.

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

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

There is no discussion on this item.

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

Consent Agenda for Emergency Adoption

24-2021

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

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

25-2021

AN ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2020 IN VARIOUS POLICE SPECIAL REVENUE FUNDS AND PROVIDING THAT REVENUES FOR FUNDS RECEIVED DURING 2020 BE ACCEPTED, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

26-2021

AN ORDINANCE TO INCREASE TRAINING APPOINTMENT PERIOD OF THE TAX ADMINISTRATOR TO TEN WEEKS, AND DECLARING AN EMERGENCY - -- Salvati. Finance and Administration Committee.

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

Consent Agenda for First 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.

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RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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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.

RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUNDS TO THE POLICE DEPARTMENT FOR DONATED MONIES --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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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.

RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, AND BID SERVICES FOR THE CITY'S 2021 WATER MAIN REPLACEMENT PROJECT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

RESULT:	ITEM HELD	Next: 4/1/2021 6:00 PM
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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.

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RESULT: REFERRED TO COUNCIL

Next: 4/12/2021 6:30 PM

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

RESULT: REFERRED TO COUNCIL

Next: 4/12/2021 6:30 PM

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.

RESULT: REFERRED TO COUNCIL

Next: 4/12/2021 6:30 PM

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.

RESULT: REFERRED TO COUNCIL

Next: 4/12/2021 6:30 PM

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.

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RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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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.

RESULT:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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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:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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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:	REFERRED TO COUNCIL	Next: 4/12/2021 6:30 PM
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Consent Agenda for Second Reading

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.

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

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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.

Legislation for Third Reading

27-2021

AN ORDINANCE TO AMEND CHAPTER 503 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO PROVIDE FAIR HOUSING OPPORTUNITIES FOR INDIVIDUALS AND THEIR FAMILIES REGARDLESS OF THE SOURCE OF INCOME TO PAY FOR SUCH ACCOMMODATIONS --- Bryant. Public Safety, Law and Courts Committee.

Councilmember Lawson-Rowe

I'd like to offer comments, if I may, In terms of source of income. I just wanted to share how this affects my family. And so, growing up, my father passed away when I was a preteen. And so, my mother was faced with having to be a single parent and not having a second income that she was used to having, and it is by the grace of God that she had my father's pension and was able to use to raise us, but had it not been for my father being a professional man and having a pension. Who's to say that my family and I could be faced with having to have some sort of assistance? Again, it's by the grace of God that my mom had a mortgage and we did not live in, where we had to rent. So let me fast forward to being a young woman and a young married woman, and my husband and I are professional people. But life happens. And so what happened to our family, we had

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young children and my husband was downsized out of his position because of Y2K and that's how we can't come to Ohio. And it's by the grace of God that we were able to put our pennies together and be able to pay our rent. At that time we had a mortgage we moved here. We rented. Fast forward. I live in a, in a house in full disclosure, I rent this home, and it's by the grace of God that we have continued to work during this pandemic and are able to pay our rent. Now we have a wonderful relationship with the owner of this home. And whenever there's any issues with the home, he works with us in order to address those issues and concerns. So I just want to say that it is by the grace of God that we have jobs and that we're professional people, but life happens. And so in full disclosure, I'm a renter. And I know that when I lived in Georgia. We had a home and when we moved here, we had renters rent, our home. And oddly enough, they received rental assistance in order to pay their rent, and we were able to pay our mortgage in that home in Georgia. So I just want to be fully transparent so that my neighbors know that I know what it's like to have to rob Peter in order to pay Paul, I know what it's like to have to, to help fill in a gap. When you don't have that second income that you're used to having. So, in terms of a source of income and rental assistance or a State Teachers Retirement or veterans benefits, and I could go on and on and on. It helps people to have a roof over their heads. So I'm not sure if we have any people in the City of Respect that own property that would oppose it. But in any case, I want to go on record to say that I fully support it. I've been in those shoes. I have not had rental assistance, but who's to say that I may not have one day. Thank you.

Councilmember Strickland

Yes, thank you, thank you Councilwoman Lawson-Rowe for just showing yourself and being vulnerable. At this moment, we have had a lot of conversation about this legislation of source of income. As you, I am a renter, we end up taking care of our family, our boy, so if there's no shame in saying that you are a renter here, because we at the end of the day we make choices. We love our family, we are involved within our community and doing the best that we can with what we have, an educated. While doing it so thank you for your honesty. I also want to thank everyone that had an opportunity to speak regarding this legislation. Pro and con. That's the good thing about having a City Council you have the opportunity to voice your opinion. And so I do truly appreciate that, also want to thank the two speakers, earlier this Colbert and Ms. Olinger, who joined us this evening to support the source of income. I believe she lives right here in Reynoldsburg. Not having something in place to protect individuals. It's something that we have to do, we know discrimination is happening across the board. And so we need to do our fair shot and making sure that we are as a City, protecting just not some, but everyone. It is

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happening here. And people say well why do we have to have a law in place. Well, there was no laws when women weren't able to vote. There were no laws when black people weren't able to vote until we got government involved. To protect. We have to do our part. Just not for some we have to do it for everyone. So I am asking my Councilmember peers to vote yes on this legislation. So we can really show everyone else we are the City of respect. So thank you, Madam President.

President Jenkins

I like to say that I believe in this fair housing opportunity. When I first heard about it. That Bexley had approved it. I had asked our Mayor and Director Bowsheer about it, actually, but I never did get an opportunity to go in and talk to them about it and then Councilmember Strickland took the ball and ran with it and went directly to Attorney Shook to talk about it so I commend you for doing that and acting quickly about it and getting it done, because I do believe in it and I believe that people should have an opportunity for fair housing.

Councilmember Pyakurel

So, we have a lot of discussing, 3 things to point out here. After going through it United Way's presentation, and I dig into it. A red lining and Columbus airlines in the City of Columbus when you see the map and the different things as you can see very clearly red lining and in this in our City that larger Metro. So, to address the red lining. This is one of the ways we address that one to be solution oriented. I think people will have a choice where to live. You know, we are not telling that to reduce the rent, increase rent. We're telling that the source of income. I've fully satisfied that this is right thing to do, and I wrote myself, I'm fairly new to this country, and I live first part of my life in apartment, and also with the assistance from the government for the first seven months. When I arrived in the country for basically seven months of my country in the United States. That was only through the support from the government. So at that time, if this kind of laws are not in place I would have been sent somewhere else, maybe I don't know where. So I think those things were my lifeline of my own existence of this country and there are many other members of the community who are living in this, and like when talking about veterans and if you are not even thinking of them, I think that is something we are not doing due diligence and we're not serving the ones who are protecting us every single day. So I'm in full support of this legislation. And thank you, Councilwoman Strickland for bringing this up.

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Councilmember Baker

Just real quick for those who don't, Councilmember Pyakurel was talking about red lining. For those who don't understand red lining, I really highly suggest you watch a Netflix documentary on red lining. It's really good. And it will explain what he's talking about. Thank you.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Shanette Strickland, Councilwoman
SECONDER:	Meredith Lawson-Rowe, Councilwoman
AYES:	Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe
NAYS:	Cotner

Consent Agenda for Third Reading

28-2021

AN ORDINANCE CREATING CHAPTER 1397 RENTAL PROPERTY REGISTRATION TO THE REYNOLDSBURG CODE OF ORDINANCES TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

29-2021

AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.02 (F) POLICE DEPARTMENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Salvati. Finance and Administration Committee.

Other Council Matters

Upcoming Meetings

April 1, 2021 Planning Commission

April 12, 2021 Council (virtual)

April 22, 2021, 2021 BZBA

April 26, 2021 Council (virtual)

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May 6, 2021 Planning Commission

May 10, 2021 Council (in-person)

May 20, 2021 BZBA

May 24, 2021 Council (in-person)

Executive Session

Pursuant to ORC Section 121.22 (G)(3) "to conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action."

Councilmember Baker moved to go into Executive Session pursuant to ORC Section 121.22 (G)(3) "to conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action." Second by Councilmember Pyakurel. Roll call vote: Baker - Yes; Bryant - Yes; Strickland - Yes; Salvati - Yes; Pyakurel - Yes; Lawson-Rowe - Yes; Cotner - Yes. Motion passed 7 - 0.

Councilmember Baker moved to leave Executive Session. Second by Councilmember Salvati. Roll call vote: Baker - Yes; Bryant - Yes; Strickland - Yes; Salvati - Yes; Pyakurel - Yes; Lawson-Rowe - Yes; Cotner - Yes. Motion passed 7 - 0.

Adjournment

As there was no further business, President Jenkins adjourned the meeting at 9:40pm.

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

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

DATE: April 12, 2021**TO:****CC:****RE: West Licking Joint Fire District Presentation**



West Licking Joint Fire District

Employee File Log Note

Name of Employee Involved: Officer Bosley R.P.D. Date: 02/20/2021

Location: 8895 Taylor Woods Dr Time: 08:50

Comments:

West Licking units were dispatched to 8895 Taylor Woods Dr. in Reynoldsburg on an unconscious person. While enroute Fire Control advised the call was now for a non-breather. M-404 arrived on scene and began patient care. Soon after Reynoldsburg P.D. Officer Bosley arrived on scene and made his way to the second floor of the residence. Officer Bosley offered his assistance and was placed into the rotation for CPR as additional West Licking units arrived on scene. Officer Bosley's compressions were proficient enough that EMS determined he should stay in the rotation and continue rotating in the compression cycles. Officer Bosley effectively assisted EMS crew with various tasks as a result of the limited working space offered. Medic 404 checked on the patient at Mt. Carmel East and found that she had regained a pulse and was transferred to an ICU floor. Station 404's crew noted that officer Bosley played a large part in this and would like to extend our sincere thank-you for doing more than he would normally be expected.

Lt. J. Andrew Jones Lt. J. Andrew Jones
Supervisor/Other Printed name Supervisor/Other signature

02/20/21
Date

JORDAN HECKS [Signature]
Employee Printed Name Employee Signature

2/20/21
Date

Attachment: Recognition of RPD Officer (West Licking Joint Fire District Presentation)

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: April 12, 2021****TO:****RE: Recognize Sanju Mahato and Damodar Poudel**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This resolution recognizes Drs. Sanju Mahato and Damodar Poudel for their work during the Covid-19 pandemic to bring help, assistance, and science-based information to the Nepali community, not only here in Reynoldsburg, but throughout central Ohio, the state of Ohio and the international Nepali community.

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

WHEREAS, minority populations face a disproportionate burden of disease and adverse health outcomes as compared to non-minorities due to poverty, crowded housing, and health disparities; and

WHEREAS, the Bhutanese and Nepali-American community faced additional problems during the pandemic due to a language barrier with little information available in the Nepali language; and

WHEREAS, Dr. Damoder Poudel and Dr. Sanju Mahato provided medical services to the Nepali speaking population through the platform of the Bhutanese Response Assistance Volunteer Effort (BRAVE) project, BCCO and Central Ohio Nepali Association-Covid relief program; and

WHEREAS, Dr. Sanju Mahato and Dr. Damoder Poudel, through the BRAVE project and BCCO, trained forty-eight nurses, over a three month period, to take detailed medical information, provide medical assistance as well as identify and manage social issues related to Covid-19; and

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

WHEREAS, the BRAVE program and CONA-Covid relief program allowed patients to seek up-to-date Covid-19 information, quality medical care, and discuss other Covid-19 related problems in their own native Nepali language; and

WHEREAS, in addition to assisting with the BRAVE project, Drs. Poudel and Mahato also made educational videos in the Nepali language between March 2020 and March 2021, including videos for the Franklin County Health Commissioner and the Columbus City Health Director to provide accurate, reliable information based on science to the larger Bhutanese and Nepali communities; and

WHEREAS, although these videos were initially targeted to Nepali-speaking people in Ohio, Nepali-speaking people all over the world benefited from these doctor's efforts; and

WHEREAS, Dr. Poudel and Dr. Mahato have been recognized by NRNA (Non-Residential Nepali Association) for their contributions; and

WHEREAS, the United States Embassy of Nepal recognized their efforts as well as SAMHSA, HHS Minority Health Summit, the Global Health Conference (OSU), ORR Refugee Settlement Program for the BRAVE project.

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize Dr. Sanju Mahato and Dr. Damodar Poudel for their selfless service to the Nepali community, but also to the greater community at large and should be commended, thanked, and congratulated on making a difference.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: April 12, 2021****TO:****RE: Formal Recognition of June 19th and Juneteenth Independence Day**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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Juneteenth is a 155-year-old holiday celebrating the emancipation of African-Americans from slavery in the U.S. It is celebrated on June 19 (the name is a combination of the words “June” and “nineteenth”) because on that date in 1865, Major General Gordon Granger of the Union Army landed in Galveston, Texas and informed slaves that the Civil War had ended and slavery had been abolished.

**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 19 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**

WHEREAS, Juneteenth Independence Day commemorates the day freedom was proclaimed to all enslaved people in the South by Union General Gordon Granger on June 19, 1865, in Galveston, Texas, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, African-Americans, who had been enslaved people in the South, celebrated Juneteenth Independence Day as inspiration and encouragement for future generations; and

WHEREAS, Juneteenth celebrations have been held to honor African-American freedom while encouraging self-development and respect for all cultures; and

WHEREAS, the faith and strength of character demonstrated by former enslaved people and the descendants of former enslaved people remains an example for all people of the United States, regardless of background, religion, or race; and

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

WHEREAS, forty-seven states and the District of Columbia have designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all enslaved people in the United States; and

WHEREAS, the Ohio Senate unanimously passed Senate Bill 334 on December 2, 2020, designating Juneteenth as a paid state holiday, but said Bill did not receive a vote in the Ohio House; and

WHEREAS, the Ohio Senate has again proposed a bipartisan bill, Senate Bill 78, designating Juneteenth as a paid state holiday; and

WHEREAS, Juneteenth Independence Day has great historical and cultural significance and should be formally recognized in the City of Reynoldsburg and the state of Ohio on June 19, 2021 and every June 19th thereafter.

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

Section 1. That Council urges the City of Reynoldsburg 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.

Section 2. That the City of Reynoldsburg calls upon the Governor of the state of Ohio and the Ohio General Assembly to pass Senate Bill 78 designating June 19th as a paid state holiday.

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

DATE: **April 12, 2021****TO:****RE:** **Support of the PRO Act**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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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 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 Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: April 12, 2021****TO:****RE: Recognition of Blessing Box Volunteers**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This resolution is proposed to recognize the work of the many volunteers who maintain, fill, and care of the numerous blessing boxes in Reynoldsburg.

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

WHEREAS, throughout Reynoldsburg's history, citizens have actively volunteered their time, talent, energy and dollars to improve our community and make Reynoldsburg a better place to live; and

WHEREAS, countless residents enhance the quality of life of others by bringing non-perishable items to the various blessing boxes located throughout Reynoldsburg for those finding themselves in need; and

WHEREAS, the guiding value of these blessing boxes is to leave what you can and to take what you need; and

WHEREAS, this blessing box project is a judgment-free project serving as a force of kindness in the world and as a tool of survival; and

WHEREAS, the spirit of the blessing boxes is that items are anonymously donated and anonymously received, while volunteers host, clean, support and care for the boxes; and,

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

WHEREAS, the Reynoldsburg blessing boxes are part of the Columbus Blessing Box Project that has over 80 participating boxes in central Ohio; and,

WHEREAS, Reynoldsburg City Council encourages everyone to donate non-perishable food items, baby supplies, basic toiletries, or other items to these boxes located at Reynoldsburg City Hall, KinderCare Learning Center, The City Church, Messiah Lutheran Church or Tee Tee's Playhouse Too.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize April 20th as National Volunteer Recognition Day and the week of April 18th - 24th as National Volunteer Appreciation Week to celebrate all of the many volunteers that make the City of Reynoldsburg's blessing boxes an asset and blessing to our community.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: April 12, 2021****TO:****RE: National Public Health Month**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This resolution recognizes and offers appreciation to all of the public health workers that have worked tirelessly during the past year through the COVID pandemic to serve our community.

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

WHEREAS, the week of April 5th through 11th is national Public Health Week and April is designated as National Public Health Month with a theme of “Building Bridges to Better Health; and

WHEREAS, since 1995, the American Public Health Association, through its sponsorship of National Public Health Month, has educated the public, policymakers, and public health professionals about issues important to improving the public’s health; and

WHEREAS, U.S. life expectancy dropped from 2014 to 2017 in the longest sustained decline since the Great Recession and only in 2018 began to increase again; further, studies consistently show the United States has a lower life expectancy than other comparable countries; and

WHEREAS, there is a significant difference in health status, such as obesity, poor mental health, and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers, and lack of economic opportunity; and

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

WHEREAS, public health professionals help communities prevent, prepare for, withstand, and recover from the impact of a full range of health threats including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters, and disasters caused by human activity; and,

WHEREAS, public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease and in establishing today's disease surveillance and control systems; and,

WHEREAS, six in ten U.S. adults have a chronic disease and four in ten have two or more; and health risks such as alcoholism obesity, and tobacco use are the primary reason for seven of every ten deaths annually in the United States; and,

WHEREAS, the COVID-19 pandemic has illuminated and exacerbated racial inequities and a growing number of local and state governments as well as public health leaders have declared racism a public health crisis.

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, we do hereby recognize April as National Public Health Month and call upon the people of Reynoldsburg to help our families, friends, co-workers, and leaders to better understand the value of public health and support great opportunities to adopt preventive lifestyle habits to "Build Bridges to Better Health."

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

DATE: April 12, 2021**TO:****CC:****RE: Liquor Permit 3 Guys Dragon Express**

The Police Department will provide a report of their investigation and recommendation.

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

TO

8886500		NEW		3 GUYS DRAGON EXPRESS LLC DBA DRAGON EXPRESS KITCHEN 7524 E MAIN ST REYNOLDSBURG OH 43068	
PERMIT NUMBER		TYPE			
ISSUE DATE					
03 10 2021					
FILING DATE					
D1 02		PERMIT CLASSES			
25	220	B	C87624		
TAX DISTRICT		RECEIPT NO.			

FROM 03/15/2021

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



MAILED 03/15/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/15/2021

IMPORTANT NOTICEPLEASE 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 NEW 8886500

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Attachment: 3 Guuys Dragon Express (Liquor Permit 3 Guys Dragon Express)



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

- Notify the Division whether you object and want a hearing or 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.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

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

An Equal Opportunity Employer and Service Provider

Packet Pg. 71

Attachment: 3 Guuys Dragon Express (Liquor Permit 3 Guys Dragon Express)

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

DATE: April 12, 2021**TO:****CC:****RE: West Licking Joint Fire District Report**

Total Calls by Township/City	
Etna	81
Harrison	54
Jersey	8
Kirkersville	5
New Albany	4
Pataskala	138
Reynoldsburg	96
Mutual Aid	29
Total	415

Apparatus Name	
45B401	76
45E402	13
45E405	30
45M401	112
45M402	58
45M403	101
45M404	125
45R401	92
45SQ404	69
45TWR403	oos

Total Calls by Shift	
Shift	Total
1 Unit	129
2 Unit	144
3 Unit	137
Prevention	5
Total	415

Mutual Aid Response	
M/A Received	M/A Given
31	29

District Response Average	
	4:48

Total Calls by Station	
Station	Total
Station 401	130
Station 402	58
Station 403	57
Station 404	145
Station 405	21
Total	411

Dispatch to On scene Average	
Etna	5:43
Harrison	4:05
Jersey	4:56
Kirkersville	4:22
New Albany	5:17
Pataskala	4:57
Reynoldsburg	4:20

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE:** **April 12, 2021****TO:** **Development, Parks and Recreation Committee**

RE: This is an Ordinance for the creation of JEDD VII with Etna Township. We are currently working on the development of JEDD V and JEDD VI so this is numbered a little out of order from the last one. This JEDD will help facilitate a development that will take place on State Route 40 and Tollgate Rd. in Etna Township that would provide revenue for the City of Reynoldsburg.

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**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**

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

Etna-Reynoldsburg Joint Economic Development District - 7 Economic Development Plan

The purpose for the creation of the Etna-Reynoldsburg Joint Economic Development District - 7 (the "JEDD") by Etna Township (Licking County), Ohio (the "Township") and the City of Reynoldsburg, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, the Township, the City, and the JEDD.

The Joint Economic Development District Contract – 7 (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located within the JEDD. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract, but shall never be decreased below two percent (2%). The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the County and the City. The Township, County and City, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Community Improvements Corporation, as well as grants, low interest loans, forgivable loans.
- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements listed in TIF Resolution adopted by the Township Trustees.

- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure, and services to foster economic development, including funding for the Southwest Licking Local School District (the "School District") and including other Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The City and Township shall retain all mutual aid agreements in place on the date of this Agreement, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the Township. The entities which currently provide potable water and sanitary sewer services, if any, to current customers within the JEDD shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer services from the Southwest Licking Community Water and Sewer District ("SWLCWSD").
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in the Township's Comprehensive Plan, as well as other long term planning goals established by the Township. The Township and the City may provide secretarial services and other staffing to the JEDD. The Township and the City will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The City and the Township will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

**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.**

WHEREAS, Etna Township (the "Township") and the City of Reynoldsburg (the "City") desire to facilitate new and expanded growth for commercial and economic development in the State and in the Joint Economic Development District (JEDD) for their mutual benefit and for the benefit of their residents and the State of Ohio; and

WHEREAS, the Township is located in Licking County, Ohio and the City is located in Franklin, Licking, and Fairfield Counties, Ohio, and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City desire to enter into the proposed JEDD Contract to share in the costs of improvements for the JEDD for the purpose of facilitating new and expanded growth for commercial and economic development in the State of Ohio, and to create or preserve jobs and employment opportunities and to improve the economic welfare of the people located in the Township and the City all in accordance with Ohio Revised Code Section 715.72; and

WHEREAS, the Township and the City wish to provide a mechanism whereby income tax revenue can be generated from the economic activities conducted within the JEDD to be used for the purposes of the JEDD and for the purposes of the Township and the City, all of which the Township and the City hereto acknowledge will operate to facilitate new or expanded growth for commercial and economic development in the State of Ohio, to create or preserve jobs and employment opportunities, to improve the economic welfare of the people of the State of Ohio, the Township and the City, and to preserve and promote the general public welfare of the Township's and the City's residents either directly or indirectly; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City are authorized to negotiate a Joint Economic Development District Contract (the "JEDD Contract") creating the Etna-Reynoldsburg Joint Economic Development District encompassing the real property described and depicted in Exhibit A and B to the JEDD Contract; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township and the City each have published a notice of the time and place of a public hearing regarding the JEDD Contract to be held by the Township and the City respectively; and

WHEREAS, since the publication of those notices, there has been on file with the Township's Fiscal Officer and the City's Clerk of Council available for public inspection: (i) a copy of the proposed JEDD Contract, (ii) a description of the area or areas to be included in the JEDD, including a map in sufficient detail to denote the specific boundaries of the area or areas of the JEDD, and (iii) an economic development plan for the JEDD that includes a schedule for the provision of any new, expanded, or additional services, facilities, or improvements; and

WHEREAS, this day this Council held the City's public hearing regarding the proposed JEDD Contract that allowed public comment and recommendations regarding the JEDD Contract; and

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

Section 1. The creation of the JEDD pursuant to the JEDD Contract, attached hereto as Exhibit 1 and incorporated herein by reference, will facilitate new and expanded growth for commercial and economic development in the State of Ohio and in the JEDD.

Section 2. The JEDD Contract attached hereto as Exhibit 1 and incorporated herein by reference, is approved and the Mayor is hereby authorized to sign and deliver that JEDD Contract to the Township Fiscal Officer.

Section 3. The economic development plan for the JEDD now on file with the Clerk of Council is hereby approved.

Section 4. The Mayor, the City Auditor, the City Attorney, and Clerk of Council are authorized to execute and deliver such instruments and certificates, and to take such actions as are necessary to effect the creation of the JEDD or to effect the provisions of the JEDD Contract.

Section 5. The Mayor is hereby authorized to execute the Development and Compensation Agreement by and between the City, the Licking County Board of County Commissioners, the Etna Township Board of Trustees and Scannell Properties #463, LLC.

Section 6. All formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and of any committees that resulted in formal actions, occurred in meetings open to the public in compliance with the Ohio Revised Code.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and financial needs of the City, wherefore this Ordinance shall take effect immediately upon its passage and the Mayor's signature.

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_____, 20__

Attachment: JEDD VII (JEDD VII Agreement)

JEDD 7

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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code 715.72 (the "Contract") dated as of _____, 20__, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio. (Capitalized terms and words used, but not otherwise defined in this Contract shall have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Etna-Reynoldsburg Joint Economic Development District - 7 (the "District") pursuant to Ohio Revised Code Sections 715.72 through 715.83 (the "JEDD Statutes"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Contracting Parties, and to create and provide for the operation of the District in accordance with the JEDD Statutes for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"); and

WHEREAS, the territory to be included in the District is comprised of the lands consisting of approximately 52.230 +/- acres depicted in Exhibit A and more particularly described in Exhibit B, both of which Exhibits are attached to the Contract and incorporated herein by this reference; and

Attachment: JEDD VII (JEDD VII Agreement)

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City Council on _____, and Resolution No. _____ unanimously adopted by the Township Trustees on _____.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors established in accordance with Revised Code Section 715.72(P) and this Contract.

“Board Improvement Account” means the account referenced in Articles 3, and 4 hereof.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Reynoldsburg, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means Etna-Reynoldsburg Joint Economic Development District created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD 7 Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed by a Business and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board with respect to all activities which they are required to perform under the JEDD Income Tax Agreement.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Parties" means Etna Township and the City of Reynoldsburg only.

"Quarters" means the standard calendar quarters (January-March, April-June, July-September, October-December) of each calendar year.

"State" means the State of Ohio.

"Township" means Etna Township (Licking County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of references and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district ("JEDD") in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the "Etna - Reynoldsburg Joint Economic Development District - 7." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are depicted in Exhibit "A" and more particularly described in Exhibits "B" attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The District is located entirely within Licking County (the "County") and does not include any "parcel of land" (as defined in Section 715.72(E) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. Furthermore, no electors reside within the area or areas comprising the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Reynoldsburg, a municipal corporation existing and operating under the laws of the State, and Etna Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township has successfully used an economic development structure,

including Joint Economic Development Zones 1 and 2 and Joint Economic Development Districts 1, 2, 3, and 4 involving a combination of property tax incentives, a diversion of joint economic development zone income tax revenues to the Southwest Licking Local School District, public infrastructure investments and the construction of public roadways.

Accordingly, the Parties find and agree that the following are public purposes for both of the Parties: (1) exemptions that, after the date of this Agreement, are duly granted by the appropriate entity or entities pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73 - .77, or 5709.78 - .81 for any property within the District, which are hereby consented to pursuant to R.C. Section 715.72(U), but which consent shall not function as an approval otherwise required pursuant to R.C. Sections 3735.67, 3735.671, 5709.62, 5709.63, 5709.631, 5709.632, 5709.73-.77, or 5709.78-.81; and (2) the diversion of some portion of the income tax revenues of the District, if any, pursuant to R.C. Sections 715.72(F), 715.72(S) or 5709.82, to one or more school districts ("School Districts," which includes any joint vocational school district and any local non-joint vocational school district with property within the District) in connection with the approval of a property tax exemption.

Section 2.4 Addition of Areas to the District. In the manner prescribed by the JEDD Statutes, and upon agreement by the City and the Township, this Contract, including Exhibits "A", "B" hereto, may be amended from time to time to add certain property within Etna Township to the territory of the District. Upon agreement by the City and the Township, this Contract, including Exhibits "A" and "B" hereto, may also be amended from time to time to remove property from the territory of the District. The Township and the City, individually and collectively, agree that other areas may be added to the District (or other Joint Economic Development Districts be created for such areas) in the future. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F) of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District to the extent described in this Section.

2.5.1. **Fire Protection and EMS Services:** The City and Township shall retain all mutual aid agreements in place on the date of this agreement, if any, until expiry of the

same. All fire tax levies shall remain in place within the District, and the Township will remain obligated to continue to provide, by contract, fire and EMS services within the District. The District shall be included in all future fire tax levies. The level of Fire and EMS service within District shall be the same as within the Township.

2.5.2. Road Construction and Maintenance. The Township shall continue to provide construction and maintenance services for Township roadways currently located in the District (see Exhibits "A" and "B"). The Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

- 2.5.2.1. The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes.
- 2.5.2.2. The Township may, at its discretion, decline to accept any such roadway for maintenance purposes.
- 2.5.2.3. The Township agrees to perform the following maintenance on such roadways which are accepted by it:
 - 2.5.2.3.1. Maintenance of traffic control devices (i.e., signs and signals other than railroad crossings) installed per County development standards;
 - 2.5.2.3.2. Clearing snow and ice from streets and roads;
 - 2.5.2.3.3. Salting or in some other way de-icing streets and roads;
 - 2.5.2.3.4. Pavement maintenance-including berm and shoulder repair, street sweeping, crack sealing, pothole repair, resurfacing (defined as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, striping, setting reflective safety devices in pavement (when required by state guidelines) and any other fixing of pavement generally regarded by political subdivisions (including the ODOT) as pavement maintenance);

- 2.5.2.3.5. Road right-of-way maintenance, including repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of road right-of-way generally regarded by political subdivisions (including Ohio Department of Transportation) as road right-of-way maintenance;
- 2.5.2.3.6. All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;
- 2.5.2.3.7. For purposes of this Agreement, the term "pavement maintenance" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities.
- 2.5.2.3.8. The City shall not be responsible for reconstructing or pavement maintenance on any existing Township roadways.

2.5.3. Other Services.

- 2.5.3.1. With respect to sanitary sewer services and potable water services the following shall apply:

- 2.5.3.1.1. Sanitary Sewer Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive sanitary sewer services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

- 2.5.3.1.2. Potable Water Services Within the JED District. It is anticipated that all qualified customers located within the JED District shall be able to connect to and receive potable water services from the Southwest Licking Community Water and Sewer District (SWLCWSD).

2.5.3.1.3. Other Obligations of the Parties. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion, and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with either or both Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with the City without the consent of the Township.

The City shall hold all records or documents of the District for safe keeping. The City shall maintain those records and documents as public records of the City and the District as applicable and shall provide copies of those records and documents to the Contracting Parties upon request.

For the term of this Contract, but only so long and to the extent to which the area within the District remains unincorporated, the Township shall provide the same services to the unincorporated portions of the District that it provides to other unincorporated areas of the Township, including but not limited to, police and fire protection services, as well as zoning services.

The City and Township shall prepare, or cause to be prepared, all documents of the City and the Township relating to the formation of the District, including but not

limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceeding, if any. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof. Further, any costs incurred in the future and paid by the City or Township in connection with preparation of documents or in identifying property owners and businesses to be added to the District, describing the District boundaries and obtaining signatures on petitions for addition of properties or businesses to the District, or for any other costs incurred by either the City or Township, shall be reimbursed to the City and Township from Gross Revenues as set forth in Article IV hereof.

Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the Township nor City shall be obligated to make expenditures pursuant to this Agreement in excess of the revenues distributed to such Contracting Party pursuant to this Agreement without their consent.

Neither party shall be obligated to provide any particular service, level of service, or financial commitment to the District, except as specifically stated above.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses located within the District to serve a term of three years (Board Member No. 3), one member representing the persons working within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

- 3.1.1. Board Member No. 1 shall be appointed by the Mayor of the City; Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 3 shall be appointed by majority vote of the Board of Township Trustees of Etna Township from a list of at least three (3) nominees provided to the Township by the owners of businesses located within the District; Board Member No. 4 shall be appointed by majority vote of the Board of Township Trustees of Etna Township; Board Member No. 5 shall be selected by a majority vote of the other Board Members.

If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) in accordance with R.C. 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall be compensated for their services as Board Members at the rate of \$100.00 per meeting, or such lesser amount as the Board shall determine by Resolution. Such sum shall not be paid until the District has accumulated revenues in the "Administrative Expense" Account established under Section 4.2.1.2. hereof, or from the Board Improvement Account, established under Section 4.2.2.2. hereof, at the Board's discretion. The Board shall have authority to increase such pay by Resolution, at its discretion, but such increase shall be in conformance with Ohio Law as pertains to "In-term Pay

Increases". Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall, along with the Chairman, constitute the Officers of the Board) from among its members: a Vice-Chair, and a Secretary. The Board Member appointed by the City as Board Member No. 1 shall, for the duration of this Contract, serve as Treasurer of the Board without further action of the Board, provided, however, that the Board, by majority vote, can resolve to appoint a different Board Member as Treasurer. Except for the Treasurer, these officers shall be elected on a rotating basis, with one officer from each party to this Contract holding office at any given time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board. The Chair, who is also an officer, shall be the Board Member designated by R.C. 715.72(P).

Section 3.3 Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings shall be held at the offices of the Township. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board shall provide prompt written notice to each Contracting Party of its principal office and mailing address and any changes thereto. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statutes.

The Board shall adopt By-Laws for the regulation of its affairs and the conduct of its business consistent with this Contract in substantially the form as attached hereto as Exhibit C. The By-Laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business and to each Contracting Party. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause"; which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of Gross Revenues and Net Revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

- 3.3.1. purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
- 3.3.2. acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
- 3.3.3. make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- 3.3.4. apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- 3.3.5. establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the township;
- 3.3.6. promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;

- 3.3.7. make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- 3.3.8. employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District.
- 3.3.9. receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be filed, used and applied only for the purposes for which such grants, aid or contributions are made.
- 3.3.10. purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with the City for the City to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from Gross Revenues. Neither the City nor the Township shall be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof.

The Board may enter into such private or public reimbursement agreements, or other contracts, with any entity located within the JEDD, or with any political subdivision, including the Township, or with any New Community Authority (NCA) or any Community Improvement Corporation (CIC) designated by the Township, providing for the reimbursement from the Board Improvement Account of all or a portion of the costs of improvements which benefit the District or the Township. All expenditures by the JEDD Board from the Board Improvement Account shall be for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the Township, the City, and the area. All payments due under any reimbursement agreement or other contract shall be made directly by the JEDD Treasurer from the Board Improvement Account to the person or entity entitled to such payments pursuant to the applicable reimbursement agreement or other contract without further authorization from the Board. To the extent that funds within the Board Improvement Account are not fully allocated as set forth above, then any remaining funds available may be expended by the Board for any reasonable cost related to the improvement of the JEDD or to promote economic development within the JEDD and to improve the economic welfare of the people of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE IV JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2%) in the District in accordance with Section 715.72(F)(5) of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District (JEDD Income). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2%). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, except for the provisions of the City's income tax legislation regarding the allocation of funds raised by the levy of the income tax, all of the provisions of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. Unless otherwise agreed by the Parties or required by law, the City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District that are applicable only to the District, nor is it permitted to change the income tax code in any way, whether by voluntary act or as a result of the amendment of state law, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to the Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction have been implemented.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Treasurer or Auditor (whichever is necessary) of the City shall be the Administrator of the

income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

4.2.1. From the Gross Revenue, paid in the following order of priority:

- 4.2.1.1. Repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs;
- 4.2.1.2. Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed five percent (5%) of the Gross Revenue;
- 4.2.1.3. Pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency

associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

4.2.2. From the Net Revenue:

4.2.2.1. To the City, an amount equal to twenty percent (20%);

4.2.2.2. To the Board Improvement Account, an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below;

4.2.2.2.1. Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in the Development and Compensation Agreement, Section 2.E) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

4.2.2.3. To the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter;

4.2.2.4. To the Licking County Transportation Improvement District (the "TID"), an amount equal to five percent (5%), to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 7 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.5.

4.2.2.5 To the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, the County and the TID pursuant to Section 4.2.2.1. through 4.2.2.4.

The City shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD 7 Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the City may make these distributions on a monthly basis.

The City shall not grant any credits, abatements or reductions in the income tax to be levied and collected within the District, nor is it permitted to change the income tax code in any way, which in any way interferes with or reduces the income tax revenues to be collected under this Contract and paid to Township. The Township shall be entitled to continue to receive for the duration of this Contract, all tax revenues in the same manner and in the same amount provided herein as though no such event credit, abatement or reduction had been granted.

Section 4.3 Provisions. The income tax revenues may be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and the Contracting Parties, including attorney's fees, and generally improving the environment for those working in the District and in the Contracting Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V TERM OF CONTRACT

The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the City and the Township have lawfully executed this Contract, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Contract. The term of this Contract shall be for fifty (50) years, provided however, that if both parties agree in writing, said Contract may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Article VI hereof, this Contract may also be terminated by the City or Township if it is determined in a final adjudication, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Additionally, this Contract may be terminated by the Township in the event that the prohibitions on JEDD as set forth in Section 6.6 hereof are not complied with by the City or are held to unenforceable, illegal or invalid. Further, the Contract can be terminated by the Township in the event that the City grants any special credits, abatements, or reductions to the income tax to be levied and collected within the District that are applicable only to the District and not otherwise required by law, or a change is made to its income tax code, which in anyway interferes with or reduces the income tax revenues anticipated to be collected under this Contract. The City or Township determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City or President of the Board of Township Trustees. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract except that the Annexation Agreement referenced in Section 6.6 hereof shall remain in full force and effect. In the event that this Contract is

terminated as set forth herein, the Annexation Agreement referenced in Section 6.6 shall be terminated.

Upon termination of this Contract, any property or assets of the District shall be divided proportionately between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its terms and shall be binding on the Contracting Parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Reynoldsburg by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Trustees of the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation.

(End of Article V)

Attachment: JEDD VII (JEDD VII Agreement)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other. The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Contract represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the

purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.1.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The parties acknowledge and agree that they have entered into an Annexation Agreement executed by and between the parties on the 23rd day of December, 2015, pursuant to Ohio Revised Code Section 709.192, which said Agreement is appended to a Joint Economic Development District Contract executed by and between the parties on the 23rd day of December, 2015. The parties specifically agree that said Annexation Agreement is part of the consideration for entering into this JEDD Contract. As such, during the term of this Contract, the City shall not permit or accept the annexation of any properties from which annexation is prohibited under said Annexation Agreement, nor shall it permit or accept the annexation of any properties located within the territory of this JED District. The parties

acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect, Opt-Out. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

The Property, pursuant to the terms of a Development and Compensation Agreement to be entered into by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); and the Developers, Scannell Properties #463, LLC, its affiliates, successors, nominees and/or assigns (collectively, the "Developers"), is subject to an agreement that if any portion of the Property or a business owner within the Property, opts out of the JEDD, all sums for taxes previously abated pursuant to the Community Reinvestment Area Agreement adopted in accordance with R.C. 3735.671, applicable to the Property, shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, notwithstanding any other provision contained herein related to termination of the Contract, any attempt by the Developers to opt-out of the JED District shall be grounds for the Township to terminate this JEDD Contract, at its discretion.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action,

or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- 6.9.1. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- 6.9.2. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- 6.9.3. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service

or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District 7 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the

JED District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JED District.

(End of Article VI)

Attachment: JEDD VII (JEDD VII Agreement)

SIGNATURE PAGE

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

Attachment: JEDD VII (JEDD VII Agreement)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 20__ under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: JEDD VII (JEDD VII Agreement)

EXHIBIT

A

PLAT OF SURVEY

STATE OF OHIO, COUNTY OF LICKING,
TOWNSHIP OF ETNA, SECTION 12, TOWNSHIP 16,
RANGE 20, REFUGEE TRACT

BASIS OF BEARINGS:
THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 89°02'16" EAST, ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 40, BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD83) AS ESTABLISHED FROM A GPS SURVEY PERFORMED IN MARCH 2020.

IRON PINS:
ALL IRON PINS SET ARE 5/8" SOLID REBAR, THIRTY INCHES IN LENGTH WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

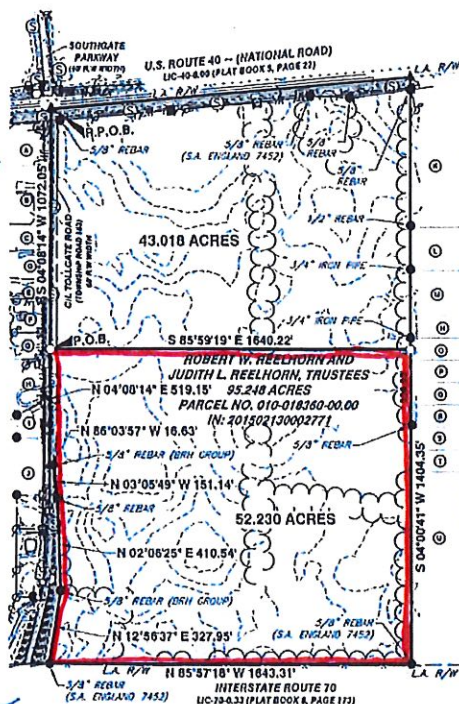
PERTINENT DOCUMENTS:
DEEDS OF RECORD, ON FILE AT THE LICKING COUNTY RECORDER'S OFFICE, EXISTING CEC SURVEYS, SURVEYS OF RECORD & TAX MAPS ON FILE AT LICKING COUNTY.

EASEMENTS:
VOLUME 290, PAGE 454 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO SOUTHERN OHIO PUBLIC SERVICE COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON JULY 15, 1929. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.
VOLUME 323, PAGE 414 - RIGHT-OF-WAY FOR THE PURPOSE OF UTILITIES GRANTED TO THE OHIO POWER COMPANY FROM A.E. HAGER AND JESSIE B. HAGER, RECORDED ON APRIL 30, 1938. EASEMENT IS BLANKET IN NATURE, NOTHING TO PLOT.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 39089C04304, WHICH BEARS AN EFFECTIVE DATE OF MARCH 16, 2015.

LEGEND

- | | |
|--|---------------------------------|
| ▲ MAG NAIL FOUND | ⊗ WATER BOX (WATER VALVE) |
| △ MAG NAIL SET | ⊗ FIRE HYDRANT |
| ● 5/8" REBAR FD. "CEC INC" (UNLESS OTHERWISE STATED) | ⊗ POWER POLE |
| ○ REBAR SET & CAP (SEE IRON PINS NOTE) | ⊗ GUY WIRE |
| ⊙ PERMANENT MARKER (1" REBAR FOUND) | ⊗ TELEPHONE PEDESTAL |
| ⊙ PERMANENT MARKER (1" REBAR SET) | ⊗ SIGN |
| ■ CONCRETE R/W MONUMENT | — SAN — EXISTING SANITARY LINE |
| □ IRON SQUARE | — W — EXISTING WATER LINE |
| ⊙ SANITARY MANHOLE | — OH-W — EXISTING OVERHEAD LINE |



SCALE IN FEET
0 400 800

- | | |
|---|---|
| ① SHELBY JEAN MUSICK
1.23 ACRES
R.C. 200508280020564 | ① SHAWN M. KENNERLING, TRUSTEES
2.9853 ACRES
R.C. 201310080025236
R.C. 201807220015390 |
| ① DONALD L. GOEBBEL
AND THERESA J. GOEBBEL
1.23 ACRES
O.R.V. 471, PAGE 215 | ① JACK PHILLIPS
3.141 ACRES
R.C. 201908040010814 |
| ① CURTIS E. LOVELL
AND VICKI J. WRIGHT
0.58 ACRE
O.R.V. 958, PAGE 423 | ① JEFFREY R. DAY
AND MARY J. DAY
(PARCEL 2)
R.C. 200507150021538 |
| ① ELIZABETH ANN DAWSON
0.583 ACRE
R.C. 201101020000044 | ① KIMBERLY A. PLATZ, TR.
(PARCEL NUMBER 2)
R.C. 201605000010162
R.C. 201701260001897 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 1)
R.C. 201708040018382 | ① TUDOR T. PAGE
AND CHRISTA J. PAGE
(PARCEL NO. TWO (2))
R.C. 201402110002538 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 2)
R.C. 201708040018382 | ① JOHN C. WELCH AND
DOROTHY R. WELCH, TR.
R.C. 200112140015381 |
| ① M/V COMMERCIAL, LLC
0.43 ACRE (PARCEL 3)
R.C. 201708040018382 | ① CHESTER A. HESSEL
AND VICKI A. HESSEL
1/2 ACRE (PARCEL 4)
R.C. 199808080022999 |
| ① GARY N. LAMIER
AND DEBRA K. LAMIER
0.78 ACRE
R.C. 200305210022981 | ① ERIC ROCKEFELLER
0.810 ACRE (TRACT 2)
R.C. 201007090013063 |
| ① DONALD L. GOEBBEL
AND THERESA J. GOEBBEL
0.485 ACRE
R.C. 201012100025199 | ① KAREN S. COMBS
0.80 ACRE (PARCEL TWO)
R.C. 200001010000359 |
| ① JAMES A. GRUFFIN, BISHOP OF THE ROMAN
CATHOLIC DIOCESE OF COLUMBUS
12.524 ACRES
O.R.V. 515, PAGE 431 | ① WILLIAM E. SONDER
AND RHEE L. SONDER
5.259 ACRES (PARCEL 2)
O.R.V. 710, PAGE 369 |
| ① DANNY L. WADDELL, JR.
6.8934 ACRES
R.C. 201310220018299 | |

CERTIFICATION:

WE HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED BY OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE. THE SURVEY WAS COMPLETED IN MARCH, 2020.

MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

DATE
12/18/2020

CEC Civil & Environmental Consultants, Inc. 250 Old Wilson Bridge Road • Suite 250 • Worthington, OH 43085 614-540-6633 • 888-598-6808 www.cecinc.com		TOWNSHIP OF ETNA LICKING COUNTY STATE OF OHIO	
DRAWN BY: M.J.W. CHECKED BY: KAS DATE: DEC. 2020 DWG SCALE: 1"=400' PROJECT NO: 301-627		LOT SPLIT APPROVED BY: MAS FIGURE NO.: SRV	

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit B
Etna-Reynoldsburg Joint Economic Development District #7
JEDD 7 Area

Property Owner	Property Address	Parcel #	Acreage
The Reelhorn Capital Trust, dated December 29, 2014	11176 National Road SW, Etna, Ohio 43062	A portion of 010-018360-00.000	52.230

EXHIBIT

B



Civil & Environmental Consultants, Inc.

DESCRIPTION OF 52.230 ACRES

Situated in the State of Ohio, County of Licking, Township of Etna, Section 12, Township 16, Range 20, Refugee Tract, and being part of a 95.248 acre tract of land, conveyed to Robert W. Reelhorn and Judith L. Reelhorn, Trustees, of record in Instrument Number 201502130002771, all references to records being on file in the Office of the Recorder, Licking County, Ohio, said 52.230 acre tract being more fully described herein;

BEGINNING FOR REFERENCE at a Mag Nail found at the intersection of the old centerline of U.S. Route 40, the centerline of Tollgate Road (Township Road 163), and being the northwest corner of said 95.248 acre tract;

Thence, South 04°08'14" West, a distance of 1072.05 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, the east line of a 1.25 acre tract of land, conveyed to Shelby Jean Musick, of record in Instrument Number 200006280020564, the east line of a 1.23 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Original Record Volume 471, Page 215, the east line of a 0.56 acre tract of land, conveyed to Curtis E. Lovell and Vicki J. Wright, of record in Original Record Volume 938, Page 423, the east line of a 0.568 acre tract of land, conveyed to Elizabeth Ann Dawson, of record in Instrument Number 20140120000044, and the east line of a 0.43 acre tract of land (Parcel III), a 0.43 acre tract of land (Parcel II), and part of a 0.43 acre tract of land (Parcel I), conveyed to IMW Commercial, LLC, of record in Instrument Number 201708040016382, to an iron pin set, at the **TRUE POINT OF BEGINNING**;

Thence, South 85°59'19" East, a distance of 1640.22, through said 95.248 acre tract, to an iron pin set, on the east line of said 95.248 acre tract, and on the west line of Parcel Number Two, conveyed to Kimberly A. Fultz, Trustee, of record in Instrument Number 201701260001867;

Thence, South 04°00'41" West, passing over a 5/8" rebar found at a distance of 338.03 feet, for a total distance of 1404.35 feet, with the east line of said 95.248 acre tract, part of the west line of said Parcel Number 2, the west line of Parcel Number Two (2), conveyed to Timothy T. Page and Christa J. Page, of record in Instrument number 201402110002536, the west line of a tract of land, conveyed to John C. Welch and Dorothy R. Welch, Trustee, of record in Instrument Number 20112140045381, the west line of a 1/2 acre tract of land (Parcel II), conveyed to Chester A. Helsel and Vicki A. Helsel, of record in Instrument Number 199808280032999, the west line of a 0.610 acre tract of land (Tract 2), conveyed to Eric Rockefeller, of record in Instrument Number 201007090013063, the west line of a 0.60 acre tract of land (Parcel Two), conveyed to Karen S. Combs, of record in Instrument Number 200001040000359, and the west line of a 5.259 acre tract of land (Parcel 2), conveyed to William E. Songer and Renee L. Songer, of record in Original Record Volume 710, Page 369, to a found 5/8" capped rebar "S. A. England 7452", at the southeast corner of said 95.248 acre tract, and the southwest corner of said 5.259 acre tract of land, being the north Limited Access Right-of-Way line of Interstate Route 70;

Thence, North 85°57'18" West, a distance of 1643.31 feet, with the south line of said 95.248 acre tract, with the north Limited Access Right-of-Way line of said Interstate Route 70, to a found 5/8" capped rebar "S. A. England 7452", at the southwest corner of said 95.248 acre tract, and on the east Right-of-Way line of said Tollgate Road;

Thence, North 12°56'37" East, a distance of 327.95 feet, with the west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group";

Thence, North 02°06'25" East, a distance of 410.54 feet, with west line of said 95.248 acre tract, and the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar;

Thence, North 03°05'49" West, a distance of 151.14 feet, with the west line of said 95.248 acre tract, and part of the east Right-of-Way line of said Tollgate Road, to a found 5/8" rebar capped "BRH Group", on the west line of said 95.248 acre tract of land and in the northbound travel lane of said Tollgate Road;

Thence, North 86°03'57" West, a distance of 16.63 feet, with a south line of said 95.248 acre tract, to a Mag Nail found at a southwest corner of said 95.248 acre tract, on the centerline of said Tollgate Road, and on the east line a 12.524 acre tract of land, conveyed to James A. Griffin, Bishop of the Roman Catholic Diocese of Columbus, of record in Original Record Volume 525, Page 431;

Thence, North 04°08'14" East, a distance of 519.15 feet, with the west line of said 95.248 acre tract, the centerline of said Tollgate Road, part of the east line of said 12.524 acre tract, the east line of a 0.466 acre tract of land, conveyed to Donald L. Goebbel and Theresa J. Goebbel, of record in Instrument Number 201012100025499, the east line of a 0.79 acre tract of land, conveyed to Gary N. Lawyer and Debra K. Lawyer, of record in Instrument Number 200305210022981, and part of said 0.43 acre tract of land (Parcel I), to the **TRUE POINT OF BEGINNING**, containing 52.230 acres, subject to all easements and documents of record.

All iron pins set are 5/8-inch solid rebar, 30 inches in length, with a yellow plastic cap bearing the initials "CEC INC".

For the purpose of this description the bearing of North 89°02'16" East, on the south Right-of-Way line of U.S. Route 40, based on the Ohio State Plane Coordinate System South Zone (NAD83) as established from a GPS survey performed in March 2020.

This document is based from an actual field survey performed by or under my direct supervision in March, 2020.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



12/22/2020

Mark Alan Smith, P.S.
Registered Surveyor No. 8232

Date

Attachment: JEDD VII (JEDD VII Agreement)

Exhibit "C"

**BYLAWS GOVERNING
ETNA – REYNOLDSBURG
JOINT ECONOMIC DEVELOPMENT
DISTRICT – 7**

Attachment: JEDD VII (JEDD VII Agreement)

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**BYLAWS
GOVERNING
ETNA-REYNOLDSBURG JOINT ECONOMIC DEVELOPMENT DISTRICT -7**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Reynoldsburg ("City") and the Township of Etna ("Township"), each authorized and directed by its legislative authority, entered into the Etna – Reynoldsburg Joint Economic Development District Contract (the "Contract") as of _____, 2021, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Etna – Reynoldsburg Joint Economic Development District Contract (the "District"), Licking County (the "County") and the State of Ohio (the "State").
- C. Article III of the Contract provides that the Board of Directors of the District may adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Etna – Reynoldsburg Joint Economic Development District.

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers.

As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. Composition of Board of Directors. The Board shall be established and organized as provided in Article III of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. **Officers; Election Procedure.** The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. **Duties of Officers.**

1. **Chairperson.** The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. **Vice Chairperson.** The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. **Secretary.** The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. Minutes of all Board meetings shall be kept by

the Secretary and distributed to each member of the Board and to City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, City or Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, City or Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. Three members of the Board of Directors shall constitute a quorum to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board. A member of the Board must be present in person at meetings of the Board in order to vote.

The Board of Directors shall meet at least once per year. At its first meeting, the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

All meetings of the Board, and the mailing address of the Board shall be Etna Township Hall, 81 Liberty Street, Etna, OH 43018-0188.

- D. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the R.C. to be made by the Treasurer or the Board.
- E. Powers and Duties.
 - 1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the

estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to City and Township promptly after its adoption.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph.
3. At its first meeting in each Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Article IV of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Article III of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Article III hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or

modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.

7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.
- B. Formal Action. Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.
- C. Notice of Meetings.
 1. Posted Notice.
 - a. Regular Meetings. The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting. All such statements shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

- b. Special Meetings. Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.
- c. Adjournment. Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at the Reynoldsburg City Hall and Etna Township Hall.

2. Notice to News Media.

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefor. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
- b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
- c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.

3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.
- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory

committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds.

The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the

Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition.

In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

ADOPTED on the _____ day of _____, 20_____.

ETNA-REYNOLDSBURG JOINT ECONOMIC
DEVELOPMENT DISTRICT -7

Secretary

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2021, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”);; and Scannell Properties #463, LLC, an Indiana limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with the Developer (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 50% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 50% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City plan to agree to the terms of a Joint Economic Development District Contract (the “JEDD 7 Contract”, attached hereto as Exhibit B), under which the Township and the City will share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site boundaries are coterminous with the JEDD boundaries; and

WHEREAS, the Township plans to pass a tax increment financing (“TIF”) resolution (the “TIF Resolution”, attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township, City, and the Developer are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Developer in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

*Execution Version*1. Approval of Exemption Agreements and Future Good Faith Negotiation

The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 50% real property tax exemptions and the ten (10) year, 50% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township agree to pursue and adopt the JEDD 7 Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD 7 Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The JEDD Board of Directors (the “JEDD Board”) will adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD 7 Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph, beginning on the effective date the JEDD 7 Contract providing for such distribution, which the City and Township shall cause to be no later than [June 1, 2021]. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. The City shall report its receipt of Gross Revenues on a monthly basis to the JEDD Board. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (2) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed Five percent (5%) of the Gross Revenue, and (3) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as

Execution Version

administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD 7 Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD 7 Contract), an amount equal to thirty percent (30%) of the Net Revenue for 30 years, and twenty percent (20%) of the Net Revenue thereafter, subject to the additional limitation described below; (3) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (4) to the Licking County Transportation Improvement District (the “TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.4. of the JEDD 7 Contract; and (5) to the Township, an amount equal to the Net Revenue minus the sum of the amounts paid to the City, the Board Improvement Account, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

The parties recognize the City cannot guarantee the accuracy of reporting under this provision. If the Developer, contractor, and/or tenant should fail to report income tax as set forth in this provision or report such income tax inaccurately, the parties agree the City is not responsible for any discrepancy for which the City did not have notice or opportunity to remedy.

Notwithstanding the distribution described above, the amount of Net Revenue deposited into the Board Improvement Account shall be reduced to and become twenty percent (20%) prior to the 31st year, in the event that the Developer receives full reimbursement for the Developer Infrastructure Improvements (as defined in Section 2.E below) from a combination of Board Improvement Account distributions, TIF service payments and certain other amounts prior to the 31st year.

E. The Developer agrees to expend up to \$2,500,000 to construct or cause to be constructed, the following public infrastructure improvements if required: improvements and widening to Tollgate Road, including installation of a traffic signal (collectively, the “Developer Infrastructure Improvements”). From the Net Revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with the Developer and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds contingent upon approval of Township– the Developer for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by the Developer or its designees for the Developer Infrastructure Improvements (the “Costs”) that are not reimbursed from any other source up to a maximum reimbursement from all sources of \$2,500,000 to the Developer. Prior to constructing any Developer Infrastructure Improvements, the Developer shall submit an engineer’s cost estimate setting forth the Costs of each Developer

Execution Version

Infrastructure Improvement for which a reimbursement will be sought to the JEDD Board and the Board of Trustees of Township for approval of reimbursement from JEDD funds or TIF funds in accordance with reimbursement agreements with those entities and this Agreement. The Developer hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) and it shall not be entitled to interest upon those sums. Notwithstanding the foregoing, if the County, the Township and/or any other governmental entity requires the Developer to construct additional “public infrastructure improvements” as defined in R.C. Section 5709.40(A)(8) in connection with the Project not included in (1) – (4) above, which benefit at least in part other properties or the public in general, or if the anticipated Costs of the Developer Infrastructure Improvements exceeds the engineer’s cost estimates that were submitted and approved as set forth below by a material amount as reasonably determined by the Developer, the parties hereto agree to negotiate in good faith for the reimbursement of such additional Costs.

The reimbursement shall be from a combination of Net Revenue deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments generated by the parcels comprising the Project Site shall be deposited into the Etna/Scannell TIF Account No. 1 (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund No. __ created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse the Developer for its Costs associated with the Developer Infrastructure Improvements until it is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose. The Township represents to the Developer that the only entities with a right to revenue from the TIF Resolution are those described in this Section 2.E.a. The County represents to the Developer that it has not enacted a tax increment financing resolution with respect to any portion of the Project Site.

b. The parties hereto agree that with respect to the amounts to be paid to the Developer by the JEDD Board from Net Revenue deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) such amounts shall first be used to reimburse the Township for any necessary attorney fees and costs in excess of \$10,000 incurred by the Township, associated with necessary agreements relating to the JED District (but not the costs incurred in forming or defending the existence of the JEDD or any 629 Grant), including but not limited expenses associated with the negotiations and creation of the TIF Resolution, this Agreement, and the NCA contemplated by this Agreement, the sums remaining (the “Net BIA Deposit”), shall be used for the reimbursement to the Developer for Costs each year by the JEDD Board and shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until the Developer is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. The Developer shall receive a reimbursement from the Township of a sum equal to 80%

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of the amount deposited into the TIF Account until the Developer is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account applicable to Developer's Development only at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year. The Township represents to the Developer that no other entity has a right to receive any portion of the Net BIA Deposit.

Except as provided in Section 2.E of this Agreement with respect to the Developer Infrastructure Improvements, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of the Developer from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, the Developer, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of the Developer, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The term of the JEDD 7 Contract is fifty (50) years, provided, however, that if the City and Township agree in writing, the JEDD 7 Contract may be terminated after twenty-five (25) years, however the Township hereby agrees it shall not seek termination for a period prior to thirty (30) years from the date of commencement of the exemption from taxation pursuant to the CRA Agreement for the Project Site. Additionally, the JEDD 7 Contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any portion of the Project Site from the JEDD without the prior written consent of the Developer, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. Township Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek

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additional payments from the County, the City or the Developer in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD 7 Contract; provided, however, this section shall not prohibit the Developer from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. The Developer agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by the Developer to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD 7 Contract.

D. At the election of the Township, the Developer agrees to cooperate with a qualified “developer” (as that term is used in R.C. Section 349.01, the “Statutory Developer”) in connection with the filing by that the Statutory Developer of a petition (the “Petition”) pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter “NCA”) inclusive of the Project Site. The Developer or the Developer’s designee shall review and approve the Petition prior to filing, which approval shall not be unreasonably withheld. The Developer agrees to grant the Statutory Developer such interests in the Project Site as may be necessary to enable the Statutory Developer to form the NCA. The Developer and Township agree that should the NCA be established, the NCA may levy an annual community development charge (as that term is used in R.C. Section 349.01, a “Community Development Charge”) pursuant to R.C. Chapter 349 will not exceed nine cents per leasable square foot of a building. Within 30 days after the building receives a certificate of occupancy, the Developer shall notify the Township and, if established by that point in time, the NCA of such certificate of occupancy and provide the number of leasable square feet, as determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012)*, the Exterior Wall Methodology (Method A). The Developer agrees to take such further actions as may be reasonably requested by the Statutory Developer or Township to provide for the imposition of the Community Development Charge, including the execution, delivery and recording of a declaration relating to the imposition of Community Development Charges. The Developer agrees that once the NCA is established it shall not take any action which would remove the Project Site from the NCA under any circumstances, other than the imposition, without its consent, of a Community Development Charge on the Project Site higher than nine cents per leasable square foot. The Developer also acknowledges and agrees that 15% of the Community Development Charge shall be paid to the Township for administration activities associated with the NCA.

E. The Developer agrees to pay the Township an amount equal to \$10,000 to offset legal fees incurred by the Township in connection with the negotiation of this Agreement and other related documents (the “Township Legal Fee Payment”). The Township Legal Fee Payment shall be due on the Effective Date and paid by the Developer to the Township no later than 30 days

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thereafter by means of delivery to the notice address provided in Section 6(I) of this Agreement or such other address as the Township may provide from time to time.

4. Cooperation by Property Owner

The Developer agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD 7 Contract, including the imposition of the JEDD income tax. The Developer agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax, , any required community development charges, and to prohibit lessees and assignees from challenging the validity of the JEDD 7 Contract, the JEDD income tax, any community development charges or any new community authority. The parties acknowledge that the Developer cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies

The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Developer to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD, provided, however, that any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet this requirement shall not be effective. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

C. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD 7 Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and the Developer, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 7.C are not applicable to any party seeking to enforce its rights under one of the Key Agreements

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against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

D. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

E. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid. However, if the TIF Resolution, or the JEDD 7 Contract or the CRA Agreement fail to come into full force and effect on or before September 1, 2021, then this Agreement shall be null and void, and no party shall have any obligation hereunder.

F. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

G. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

H. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

Attachment: JEDD VII DCA (JEDD VII Agreement)

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If to the Township, to:

President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:

John Albers, Esq.
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

And

Kip Wahlers
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to the Developer, to:

Drew Strobel
Counsel
Scannell Properties #463, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

Attachment: JEDD VII DCA (JEDD VII Agreement)

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

John B. Albers, Counsel for Township

CITY OF REYNOLDSBURG, OHIO

By:_____

Print Name:_____

Title:_____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

Attachment: JEDD VII DCA (JEDD VII Agreement)

SCANNELL PROPERTIES #463, LLC

By:_____

Print Name:_____

Title:_____

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Scannell Properties #463, LLC, an Indiana limited liability company, on behalf of the limited liability company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT A
TO DEVELOPMENT AND COMPENSATION AGREEMENT

Copy of CRA Agreement

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT B

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of JEDD 7 Contract

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

EXHIBIT C

TO DEVELOPMENT AND COMPENSATION AGREEMENT

Form of TIF Resolution

(attached hereto)

Attachment: JEDD VII DCA (JEDD VII Agreement)

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

DATE: April 12, 2021

TO: Public Service and Transportation Committee

RE: 2021 Street Improvement Project

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH STRAWSER PAVING COMPANY PERTAINING TO THE 2021 STREET
IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the 2021 Street Improvement Project; and

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

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the 2021 Street Repair and Maintenance Project be awarded to Strawser Paving Company at a base bid of \$1,464,528.50.

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

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Strawser Paving Company for the 2021 Street Improvement Project for a base bid of \$1,464,528.50 project costs as follows:

Base Bid:

Fallriver Drive, Taylor Mills Drive, Taylor Mills Place, Linick Drive, Bergenia Drive, JFK Park Parking Lot:	\$ 756,802.83
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Contract A, Bid #1:

Priestly Drive:	\$ 667,662.82
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Contract B, Bid #2:

Livingston House Parking Lot	\$ 40,062.85
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Contingency (5%):	<u>\$ 73,226.43</u>
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TOTAL	\$1,537,754.93
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SECTION 2. That the following appropriations shall be made:

that an amount of \$1,132,754.93 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing; and

that an amount of \$205,000.00 from the unappropriated Storm Water Fund (740) be appropriated to account 740.000.0178.5623 Stormwater Lines; and

that an amount of \$200,000.00 from the unappropriated Permissive Tax Fund (230) be

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

appropriated to account 230.000.0178.5651 Street Resurfacing.

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

Project	Bid Prices Received	Bid Price Including Contingency (5%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes	
2021 Street Maintenance Program	Construction Services	\$756,802.83	\$794,642.97	\$389,642.97	\$0.00	\$205,000.00	\$0.00	\$0.00	\$200,000.00	Fallriver Drive = \$215,500.00 Taylor Mills Drive = \$116,700.00 Taylor Mills Place = \$23,200.00 Linick Drive = \$84,500.00 Bergenia Drive = \$188,100.00 John F. Kennedy parking lot = \$125,800.00
	Inspection Services	\$111,000.00	\$111,000.00	\$111,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street (State Route 40) District 5, Licking County	Construction Services	\$625,000.00	\$625,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$391,570.00	\$83,430.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street (State Route 40) District 6, Franklin County	Construction Services	\$1,230,000.00	\$1,230,000.00	\$214,378.00	\$0.00	\$0.00	\$0.00	\$915,622.00	\$100,000.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street, Phase I	Construction Services (Roadway)	\$3,447,202.83	\$3,619,562.97	\$1,124,562.97	\$0.00	\$295,000.00	\$2,000,000.00	\$0.00	\$200,000.00	Davidson Drive to Jackson Street
	Construction Services (Streetscaping)									
	Inspection Services	\$284,000.00	\$284,000.00	\$284,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2022 Street Maintenance Program	Design Services	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street, Phase II	Design Services	\$300,000.00	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Jackson Street to Waggoner Road
\$6,814,005.66		\$7,024,205.94	\$2,633,583.94	\$0.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00		

Project	Bid Prices Received	Bid Price Including Contingency (10%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes
Contract A, Bid #1	Construction Services	\$667,662.82	\$701,045.96	\$701,045.96	\$0.00	\$0.00	\$0.00	\$0.00	Priestly Drive
Contract A, Bid #3	Construction Services	\$40,062.85	\$42,065.99	\$42,065.99	\$0.00	\$0.00	\$0.00	\$0.00	Livingston House parking lot
Contract A, Bid #4	Construction Services	\$29,633.00	\$31,114.65	\$0.00	\$29,633.00	\$0.00	\$0.00	\$0.00	2021 Sidewalk Maintenance Program
	Inspection Services	\$16,627.00	\$16,627.00	\$0.00	\$16,627.00	\$0.00	\$0.00	\$0.00	
Contract B	Construction Services	\$64,917.20	\$68,163.06	\$68,163.06	\$0.00	\$0.00	\$0.00	\$0.00	Crack sealing
Contract C:	Construction Services	\$83,030.00	\$87,181.50	\$87,181.50	\$0.00	\$0.00	\$0.00	\$0.00	Reclamite work
		\$901,932.87	\$946,198.16	\$898,456.51	\$46,260.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL		\$7,715,938.53	\$7,970,404.11	\$3,532,040.46	\$46,260.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00

Attachment: 2021 Reynoldsburg Street Improvement Costs (2021 Street Improvement Project)

2021 Reynoldsburg Street Program - City of Reynoldsburg, Ohio						
Contractor	Strawser Paving Co. Inc.	Columbus Asphalt Paving	Decker Construction Co	American Pavements Inc	Bituminous Pavement Systems	Pavement Technology Inc
Contract Bid	Contract A	Contract A	Contract A	Contract B	Contract B	Contract C
Bid Price (pg BF-2)	\$ 1,645,950.00	\$ 1,747,169.45	\$ 1,795,803.63	\$ 64,917.20	\$ 70,725.50	\$ 83,030.00
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes	Yes	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Fidelity and Deposit Company of Maryland	Ohio Farmers Insurance Company	Cincinnati Insurance Company	Atlantic Specialty Insurance Company	Fidelity and Deposit Company of Maryland	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A / 002381	A+ / 000258	A+ / 012666	A+ / 000387	A++ / 003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019 & 2020 Street Programs.	Contractor has performed satisfactorily on City contracts in the past.	Contractor has worked as a Subcontractor on City projects recently and performed satisfactorily.	Contractor has performed satisfactory work all over the state of Ohio.	Contractor has performed satisfactory work in the Columbus area.	Contractor has performed satisfactory work in the Columbus area.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed more than five projects of similar size and scope completed in the last five years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past.	Contractor has listed over 50 projects of similar scope completed in last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on City contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor provided resumes for key personnel. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided personnel experience. Project history shows contractor has adequate work force.	Contractor provided resume for Project Manager. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	N/A	N/A	N/A	N/A	N/A	N/A
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A			Contract B		Contract C
Completed by:	EMH&T, Inc. -Nicholas D. Mill, PE					
Signature/Date:	 3/1/2021					



Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 30, 2021
 To: William Dorman, Director of Public Service
 From: Nicholas Mill, PE
 Subject: Reynoldsburg 2021 Street Program Bid Results
 Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors for each Contract:

Contract A – Base Bid and Add Bids #1, #3, #4:.....	\$1,494,191.50
Recommended Contingency (5%):.....	\$ 74,709.58
Contract B - Base Bid:.....	\$ 64,917.20
Recommended Contingency (5%):.....	\$ 3,245.86
Contract C - Base Bid:.....	\$ 83,030.00
Recommended Contingency (5%):.....	\$ 4,151.50
Construction Management/Inspection (EMH&T):.....	\$ 127,871.00
TOTAL CONSTRUCTION PHASE BUDGET:.....	\$ 1,852,116.64

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

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

CITY OF REYNOLDSBURG, OHIO																			
2021 Street Program																			
EMH&T JN: 2020-1190																			
Bids Received: February 26, 2021																			
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid																			
A-1	CMSC	254	Pavement Planing, T=2.5"	19,790	S.Y.	\$2.50	\$49,475.00	\$1.90	\$37,601.00	\$2.50	\$49,475.00	\$2.52	\$49,870.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-2	CMSC	254	Pavement Planing, T=1.5"	10,964	S.Y.	\$2.00	\$21,928.00	\$2.75	\$30,151.00	\$2.80 A	\$30,699.20 A	\$2.23	\$24,449.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,056	Gal	\$5.00	\$25,280.00	\$4.15	\$20,982.40	\$4.40	\$22,246.40	\$4.25	\$21,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,630	Tons	\$95.00	\$249,850.00	\$91.00	\$239,330.00	\$86.00	\$226,180.00	\$92.04	\$242,065.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	1,129	Tons	\$92.00	\$103,868.00	\$88.00	\$99,352.00	\$82.50	\$93,142.50	\$92.04	\$103,913.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-6	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	22	E.A.	\$300.00	\$6,600.00	\$250.00	\$5,500.00	\$385.00	\$8,470.00	\$300.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-7	CMSC	604	Catch Basin, Adjust to Grade	6	E.A.	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$360.00	\$2,160.00	\$330.96	\$1,985.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-8	CMSC	608	Detectable Warning System, 2' x 4', Per City of Columbus 1551, Type E, Red	28	E.A.	\$150.00	\$4,200.00	\$75.00	\$2,100.00	\$135.00	\$3,780.00	\$287.50	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$10.00	\$42,000.00	\$9.25	\$38,850.00	\$12.95	\$54,390.00	\$11.29	\$47,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	2,750	L.F.	\$35.00	\$96,250.00	\$37.50	\$103,125.00	\$29.50	\$81,125.00	\$37.79	\$103,922.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-11	CMSC	609	Remove and Replace Extruded Concrete Curb (Spot), T=6"	400	L.F.	\$30.00	\$12,000.00	\$12.75	\$5,100.00	\$26.00	\$10,400.00	\$28.95	\$11,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-12	CMSC	630	Street Name Sign, Per R-19	24	E.A.	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$130.00	\$3,120.00	\$128.75	\$3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-13	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	69	S.F.	\$35.00	\$2,415.00	\$30.00	\$2,070.00	\$38.50	\$2,656.50	\$38.11	\$2,629.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-14	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	210	L.F.	\$20.00	\$4,200.00	\$25.00	\$5,250.00	\$29.00	\$6,090.00	\$28.84	\$6,056.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-15	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	1	E.A.	\$100.00	\$100.00	\$175.00	\$175.00	\$150.00	\$150.00	\$149.35	\$149.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-16	CMSC	630	Removal of Ground Mounted Sign and Disposal	39	E.A.	\$30.00	\$1,170.00	\$25.00	\$975.00	\$41.00	\$1,599.00	\$41.20	\$1,606.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-17	CMSC	630	Removal of Ground Mounted Support And Disposal	15	E.A.	\$30.00	\$450.00	\$25.00	\$375.00	\$41.00	\$615.00	\$41.20	\$618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-18	CMSC	644	Crosswalks, 12" White	1,100	L.F.	\$2.50	\$2,750.00	\$3.55	\$3,905.00	\$2.90	\$3,190.00	\$3.66	\$4,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-19	CMSC	644	Stop Bars, 24" White	60	L.F.	\$5.00	\$300.00	\$8.00	\$480.00	\$6.75	\$405.00	\$8.24	\$494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-20	CMSC	644	Lane Line, 4" White, As Directed By Engineer	0.27	Mi.	\$2,000.00	\$540.00	\$7,295.00	\$1,969.65	\$1,775.00	\$479.25	\$7,513.85	\$2,028.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-21	CMSC	644	Crosswalks, 12" White, As Directed By Engineer	12,000	L.F.	\$2.50	\$30,000.00	\$2.30	\$27,600.00	\$2.65	\$31,800.00	\$2.37	\$28,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-22	CMSC	644	Stop Bars, 24" White, As Directed By Engineer	3,000	L.F.	\$5.00	\$15,000.00	\$4.45	\$13,350.00	\$5.35	\$16,050.00	\$4.58	\$13,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-23	CMSC	644	Parking Lot Stall Marking, 4", White	5,900	L.F.	\$3.00	\$17,700.00	\$1.72	\$10,148.00	\$1.65	\$9,735.00	\$1.77	\$10,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-24	CMSC	644	Transverse Line, 4", White	300	L.F.	\$5.00	\$1,500.00	\$1.72	\$516.00	\$1.80	\$540.00	\$1.77	\$531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-25	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$600.00	\$2,400.00	\$93.00	\$372.00	\$92.00	\$368.00	\$95.79	\$383.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-26	CMSC	644	Handicap Parking Stall Striping, 12" White	150	L.F.	\$5.00	\$750.00	\$2.35	\$352.50	\$6.25	\$937.50	\$2.42	\$363.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-27	SS	SPEC	SAMI Seal	30,754	S.Y.	\$3.50	\$107,639.00	\$2.07	\$63,660.78	\$2.20	\$67,658.80	\$2.25	\$69,196.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-28	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$80.00	\$4,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$131.45	\$6,572.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-29	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS, As Directed By Engineer	25	S.Y.	\$85.00	\$2,125.00	\$85.00	\$2,125.00	\$83.00	\$2,075.00	\$141.70	\$3,542.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-30	CMSC	604*	Curb and Gutter Inlet, Reconstruct to Grade	3	E.A.	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00	\$740.00	\$2,220.00	\$1,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-31	CMSC	604*	Manhole, Adjust to Grade	3	E.A.	\$300.00	\$900.00	\$250.00	\$750.00	\$390.00	\$1,170.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-32	CMSC	807*	Water Valve or Service Box, Adjust to Grade	3	E.A.	\$250.00	\$750.00	\$250.00	\$750.00	\$325.00	\$975.00	\$200.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-33	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	50	S.Y.	\$25.00	\$1,250.00	\$8.75	\$437.50	\$7.65	\$382.50	\$56.51	\$2,825.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-34	CMSC	SPEC	Force Account	1	L.S.	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items																			
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$850,890.00		\$756,802.83		\$768,082.85		\$814,829.58		No Bid		No Bid		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$767,534.65 A		NA		NA		NA		NA	
Contract A - Additional Bid 1																			
A1-1	CMSC	254	Pavement Planing, T=2.5"	17,490	S.Y.	\$2.50	\$43,725.00	\$1.75	\$30,607.50	\$2.50	\$43,725.00	\$2.45	\$42,850.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	3,498	Gal	\$5.00	\$17,490.00	\$4.15	\$14,516.70	\$4.40	\$15,391.20	\$4.25	\$14,866.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	8,072	L.F.	\$3.50	\$28,252.00	\$3.96	\$31,965.12	\$3.65	\$29,462.80	\$3.61	\$29,139.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,494	Tons	\$95.00	\$141,930.00	\$87.00	\$129,978.00	\$85.00	\$126,990.00	\$91.08	\$136,073.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	996	Tons	\$92.00	\$91,632.00	\$87.00	\$86,652.00	\$83.00	\$82,668.00	\$91.08	\$90,715.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-6	CMSC	452	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	507	S.Y.	\$85.00	\$43,095.00	\$83.25	\$42,207.75	\$83.50	\$42,334.50	\$88.96	\$45,102.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-7	CMSC	604	Curb and Gutter Inlet, Reconstruct to Grade	1	E.A.	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$735.00	\$735.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-8	CMSC	604	Curb and G																

CITY OF REYNOLDSBURG, OHIO																			
2021 Street Program																			
EMH&T JN: 2020-1190																			
Bids Received: February 26, 2021																			
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
A2-7	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	1,500	S.F.	\$10.00	\$15,000.00	\$9.50	\$14,250.00	\$12.95	\$19,425.00	\$10.87	\$16,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-8	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,040	L.F.	\$35.00	\$36,400.00	\$39.00	\$40,560.00	\$34.00	\$35,360.00	\$36.78	\$38,251.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-9	CMSC	630	Street Name Sign, Per R-19	5	E.A.	\$300.00	\$1,500.00	\$100.00	\$500.00	\$130.00	\$650.00	\$128.75	\$643.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-10	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	27	S.F.	\$35.00	\$945.00	\$30.00	\$810.00	\$38.00	\$1,026.00	\$38.11	\$1,028.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-11	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	84	L.F.	\$20.00	\$1,680.00	\$25.00	\$2,100.00	\$29.00	\$2,436.00	\$28.84	\$2,422.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-12	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	3	E.A.	\$100.00	\$300.00	\$175.00	\$525.00	\$150.00	\$450.00	\$149.35	\$448.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-13	CMSC	630	Removal of Ground Mounted Sign and Disposal	11	E.A.	\$30.00	\$330.00	\$25.00	\$275.00	\$42.00	\$462.00	\$41.20	\$453.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-14	CMSC	630	Removal of Ground Mounted Support And Disposal	6	E.A.	\$30.00	\$180.00	\$25.00	\$150.00	\$42.00	\$252.00	\$41.20	\$247.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-15	CMSC	644	Crosswalks, 12" White	450	L.F.	\$2.50	\$1,125.00	\$2.90	\$1,305.00	\$2.65	\$1,192.50	\$2.99	\$1,345.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-16	CMSC	644	Stop Bars, 24" White	50	L.F.	\$5.00	\$250.00	\$6.20	\$310.00	\$5.35	\$267.50	\$6.39	\$319.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-17	SS	SPEC	SAMI Seal	4,490	S.Y.	\$3.50	\$15,715.00	\$2.07	\$9,294.30	\$2.25	\$10,102.50	\$2.25	\$10,102.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-18	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$156,459.00		\$151,788.50		\$148,199.70		\$155,476.11		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		NA		NA		NA		NA		NA		NA	
Contract A - Additional Bid 3																			
A3-1	CMSC	254	Pavement Planing, T=1.5"	2,010	S.Y.	\$2.00	\$4,020.00	\$4.00	\$8,040.00	\$4.00	\$8,040.00	\$3.35	\$6,733.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	201	Gal	\$5.00	\$1,005.00	\$4.15	\$834.15	\$4.40	\$884.40	\$4.25	\$854.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (44B), 1.5", PG 64-22	172	Tons	\$95.00	\$16,340.00	\$119.00	\$20,468.00	\$92.50	\$15,910.00	\$127.72	\$21,967.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-4	CMSC	604*	Catch Basin, Adjust to Grade	1	E.A.	\$300.00	\$300.00	\$650.00	\$650.00	\$360.00	\$360.00	\$330.96	\$330.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-5	CMSC	644	Parking Lot Stall Marking, 4", White	520	L.F.	\$3.00	\$1,560.00	\$2.00	\$1,040.00	\$1.65	\$858.00	\$2.06	\$1,071.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-6	CMSC	644	Transverse Line, 4", White	200	L.F.	\$5.00	\$1,000.00	\$2.00	\$400.00	\$1.80	\$360.00	\$2.06	\$412.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-7	CMSC	644	Handicap Symbol, 28" x 24"	3	E.A.	\$600.00	\$1,800.00	\$115.00	\$345.00	\$92.50	\$277.50	\$118.45	\$355.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-8	CMSC	644	Handicap Parking Stall Striping, 12" White	100	L.F.	\$5.00	\$500.00	\$3.25	\$325.00	\$6.25	\$625.00	\$3.35	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-9	CMSC	SPEC	Parking Blocks, Per Detail	24	E.A.	\$80.00	\$1,920.00	\$75.00	\$1,800.00	\$84.00	\$2,016.00	\$100.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-10	SS	SPEC	SAMI Seal	2,010	S.Y.	\$3.50	\$7,035.00	\$2.07	\$4,160.70	\$2.25	\$4,522.50	\$2.25	\$4,522.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-11	CMSC	SPEC	Force Account	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$37,480.00		\$40,062.85		\$35,853.40		\$40,982.60		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		NA		NA		NA		NA		NA		NA	
Contract A - Additional Bid 4																			
A4-1	CMSC	608	Remove and Replace 4-in Concrete Walk, Per R-9, COC 5	1,004	S.F.	\$11.00	\$11,044.00	\$10.50	\$10,542.00	\$13.80	\$13,855.20	\$14.39	\$14,447.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-2	CMSC	608	Remove and Replace 6-in Concrete Walk, Per R-9, COC MS	868	S.F.	\$12.00	\$10,416.00	\$10.75	\$9,331.00	\$16.00	\$13,888.00	\$15.37	\$13,341.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-3	CMSC	608	Sidewalk Panel Chamfer Sawcut	44	L.F.	\$22.00	\$968.00	\$25.00	\$1,100.00	\$26.00	\$1,144.00	\$25.75	\$1,133.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-4	CMSC	259*	Asphalt Driveway Replacement, Type 3A, Per R-3	100	S.F.	\$13.50	\$1,350.00	\$19.00	\$1,900.00	\$12.00	\$1,200.00	\$22.84	\$2,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-5	CMSC	259*	Concrete Driveway Replacement, Type 3B, Per R-3, T=6-in (Residential), COC MS	100	S.F.	\$12.50	\$1,250.00	\$16.00	\$1,600.00	\$9.20	\$920.00	\$25.76	\$2,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-6	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	10	S.Y.	\$85.00	\$850.00	\$16.00	\$160.00	\$84.00	\$840.00	\$257.64	\$2,576.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-7	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$30,878.00		\$29,633.00		\$36,847.20		\$41,358.12		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		NA		NA		NA		NA		NA		NA	
Contract B																			
B-1	CMSC	423	Crack Sealing with Routing, Type IV	30,570	Lbs.	\$2.60	\$79,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.96	\$59,917.20	\$2.15	\$65,725.50	\$0.00	\$0.00
B-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B =		\$84,482.00		No Bid		No Bid		No Bid		\$64,917.20		\$70,725.50	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		NA		NA		NA		NA		NA		NA	
Contract C																			
C-1	RS	SPEC	Reclamite, Asphalt Rejuvenating Agent	86,700	S.Y.	\$1.00	\$86,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$78,030.00
C-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT C =		\$91,700.00		No Bid		No Bid		No Bid		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT C =		NA		NA		NA		NA		NA		NA	
A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder																			
B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder																			
BIDDER'S TOTAL FOR CONTRACT A =						\$1,809,501.00		\$1,645,950.00		\$1,747,169.45		\$1,795,803.63		No Bid		No Bid		No Bid	
BIDDER'S TOTAL FOR CONTRACT B =						\$84,482.00		No Bid		No Bid		No Bid		\$64,917.20		\$70,725.50		No Bid	
BIDDER'S TOTAL FOR CONTRACT C =						\$91,700.00		No Bid		No Bid		No Bid		No Bid		No Bid		\$83,030.00	
BIDDER'S TOTAL FOR ALL WORK =						\$1,985,683.00		\$1,645,950.00		\$1,747,169.45		\$1,795,803.63		\$64,917.20		\$70,725.50		\$83,030.00	
BY: 																			
Nicholas D. Mill, PE																			
Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																			

Project	Bid Prices Received	Bid Price Including Contingency (5%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes	
2021 Street Maintenance Program	Construction Services	\$756,802.83	\$794,642.97	\$389,642.97	\$0.00	\$205,000.00	\$0.00	\$0.00	\$200,000.00	Fallriver Drive = \$215,500.00 Taylor Mills Drive = \$116,700.00 Taylor Mills Place = \$23,200.00 Linick Drive = \$84,500.00 Bergenia Drive = \$188,100.00 John F. Kennedy parking lot = \$125,800.00
	Inspection Services	\$111,000.00	\$111,000.00	\$111,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street (State Route 40) District 5, Licking County	Construction Services	\$625,000.00	\$625,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$391,570.00	\$83,430.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street (State Route 40) District 6, Franklin County	Construction Services	\$1,230,000.00	\$1,230,000.00	\$214,378.00	\$0.00	\$0.00	\$0.00	\$915,622.00	\$100,000.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street, Phase I	Construction Services (Roadway)	\$3,447,202.83	\$3,619,562.97	\$1,124,562.97	\$0.00	\$295,000.00	\$2,000,000.00	\$0.00	\$200,000.00	Davidson Drive to Jackson Street
	Construction Services (Streetscaping)									
	Inspection Services	\$284,000.00	\$284,000.00	\$284,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2022 Street Maintenance Program	Design Services	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street, Phase II	Design Services	\$300,000.00	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Jackson Street to Waggoner Road
\$6,814,005.66		\$7,024,205.94	\$2,633,583.94	\$0.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00		

Project	Bid Prices Received	Bid Price Including Contingency (10%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes	
Contract A, Bid #1	Construction Services	\$667,662.82	\$701,045.96	\$701,045.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Priestly Drive
Contract A, Bid #3	Construction Services	\$40,062.85	\$42,065.99	\$42,065.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Livingston House parking lot
Contract A, Bid #4	Construction Services	\$29,633.00	\$31,114.65	\$0.00	\$29,633.00	\$0.00	\$0.00	\$0.00	\$0.00	2021 Sidewalk Maintenance Program
	Inspection Services	\$16,627.00	\$16,627.00	\$0.00	\$16,627.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contract B	Construction Services	\$64,917.20	\$68,163.06	\$68,163.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Crack sealing
Contract C:	Construction Services	\$83,030.00	\$87,181.50	\$87,181.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Reclamite work
\$901,932.87		\$946,198.16	\$898,456.51	\$46,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

GRAND TOTAL	\$7,715,938.53	\$7,970,404.11	\$3,532,040.46	\$46,260.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00		
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Attachment: 2021 Street Improvement Project (2021 Street Improvement Project)



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract A be awarded to Strawser Paving, Inc. for the amount of \$ 1,494,161.50 for the work included under the Base Bid, Additional Bid #1, Additional Bid #3, and Additional Bid #4. Strawser appears to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

Attachment: 2021 Street Improvement Award A Letter (2021 Street Improvement Project)

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

DATE: **April 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **2021 Street Improvement Project Contract B (Crack Sealing)**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A 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**

WHEREAS, the City of Reynoldsburg received multiple bids for the 2021 Street Improvement Project, Contract B (Crack Sealing); and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and most responsible bidder pertaining to Contract B (Crack Sealing) is American Paving Inc.; and

WHEREAS, the City Engineer has also concluded that American Paving Inc. has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the Contract B (Crack Sealing) be awarded to American Paving Inc. at a base bid of \$64,917.20.

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with American Paving Inc. in the amount of \$64,917.20 for construction services for the 2021 Street Improvement Project Contract B (Crack Sealing).

SECTION 2. That an amount of \$68,163.06 (includes 5% contingency) from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing.

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



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract B be awarded to American Pavements, Inc. for the amount of \$ 64,917.20. American Pavements appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

Attachment: 2021 Contract B Award (2021 Street Improvement Project Contract B (Crack Sealing))

CITY OF REYNOLDSBURG, OHIO																			
2021 Street Program																			
EMH&T JN: 2020-1190																			
Bids Received: February 26, 2021																			
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid																			
A-1	CMSC	254	Pavement Planing, T=2.5"	19,790	S.Y.	\$2.50	\$49,475.00	\$1.90	\$37,601.00	\$2.50	\$49,475.00	\$2.52	\$49,870.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-2	CMSC	254	Pavement Planing, T=1.5"	10,964	S.Y.	\$2.00	\$21,928.00	\$2.75	\$30,151.00	\$2.80 A	\$30,699.20 A	\$2.23	\$24,449.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,056	Gal	\$5.00	\$25,280.00	\$4.15	\$20,982.40	\$4.40	\$22,246.40	\$4.25	\$21,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,630	Tons	\$95.00	\$249,850.00	\$91.00	\$239,330.00	\$86.00	\$226,180.00	\$92.04	\$242,065.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	1,129	Tons	\$92.00	\$103,868.00	\$88.00	\$99,352.00	\$82.50	\$93,142.50	\$92.04	\$103,913.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-6	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	22	E.A.	\$300.00	\$6,600.00	\$250.00	\$5,500.00	\$385.00	\$8,470.00	\$300.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-7	CMSC	604	Catch Basin, Adjust to Grade	6	E.A.	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$360.00	\$2,160.00	\$330.96	\$1,985.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-8	CMSC	608	Detectable Warning System, 2' x 4', Per City of Columbus 1551, Type E, Red	28	E.A.	\$150.00	\$4,200.00	\$75.00	\$2,100.00	\$135.00	\$3,780.00	\$287.50	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$10.00	\$42,000.00	\$9.25	\$38,850.00	\$12.95	\$54,390.00	\$11.29	\$47,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	2,750	L.F.	\$35.00	\$96,250.00	\$37.50	\$103,125.00	\$29.50	\$81,125.00	\$37.79	\$103,922.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-11	CMSC	609	Remove and Replace Extruded Concrete Curb (Spot), T=6"	400	L.F.	\$30.00	\$12,000.00	\$12.75	\$5,100.00	\$26.00	\$10,400.00	\$28.95	\$11,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-12	CMSC	630	Street Name Sign, Per R-19	24	E.A.	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$130.00	\$3,120.00	\$128.75	\$3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-13	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	69	S.F.	\$35.00	\$2,415.00	\$30.00	\$2,070.00	\$38.50	\$2,656.50	\$38.11	\$2,629.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-14	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	210	L.F.	\$20.00	\$4,200.00	\$25.00	\$5,250.00	\$29.00	\$6,090.00	\$28.84	\$6,056.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-15	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	1	E.A.	\$100.00	\$100.00	\$175.00	\$175.00	\$150.00	\$150.00	\$149.35	\$149.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-16	CMSC	630	Removal of Ground Mounted Sign and Disposal	39	E.A.	\$30.00	\$1,170.00	\$25.00	\$975.00	\$41.00	\$1,599.00	\$41.20	\$1,606.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-17	CMSC	630	Removal of Ground Mounted Support And Disposal	15	E.A.	\$30.00	\$450.00	\$25.00	\$375.00	\$41.00	\$615.00	\$41.20	\$618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-18	CMSC	644	Crosswalks, 12" White	1,100	L.F.	\$2.50	\$2,750.00	\$3.55	\$3,905.00	\$2.90	\$3,190.00	\$3.66	\$4,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-19	CMSC	644	Stop Bars, 24" White	60	L.F.	\$5.00	\$300.00	\$8.00	\$480.00	\$6.75	\$405.00	\$8.24	\$494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-20	CMSC	644	Lane Line, 4" White, As Directed By Engineer	0.27	Mi.	\$2,000.00	\$540.00	\$7,295.00	\$1,969.65	\$1,775.00	\$479.25	\$7,513.85	\$2,028.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-21	CMSC	644	Crosswalks, 12" White, As Directed By Engineer	12,000	L.F.	\$2.50	\$30,000.00	\$2.30	\$27,600.00	\$2.65	\$31,800.00	\$2.37	\$28,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-22	CMSC	644	Stop Bars, 24" White, As Directed By Engineer	3,000	L.F.	\$5.00	\$15,000.00	\$4.45	\$13,350.00	\$5.35	\$16,050.00	\$4.58	\$13,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-23	CMSC	644	Parking Lot Stall Marking, 4", White	5,900	L.F.	\$3.00	\$17,700.00	\$1.72	\$10,148.00	\$1.65	\$9,735.00	\$1.77	\$10,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-24	CMSC	644	Transverse Line, 4", White	300	L.F.	\$5.00	\$1,500.00	\$1.72	\$516.00	\$1.80	\$540.00	\$1.77	\$531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-25	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$600.00	\$2,400.00	\$93.00	\$372.00	\$92.00	\$368.00	\$95.79	\$383.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-26	CMSC	644	Handicap Parking Stall Striping, 12" White	150	L.F.	\$5.00	\$750.00	\$2.35	\$352.50	\$6.25	\$937.50	\$2.42	\$363.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-27	SS	SPEC	SAMI Seal	30,754	S.Y.	\$3.50	\$107,639.00	\$2.07	\$63,660.78	\$2.20	\$67,658.80	\$2.25	\$69,196.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-28	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$80.00	\$4,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$131.45	\$6,572.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-29	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS, As Directed By Engineer	25	S.Y.	\$85.00	\$2,125.00	\$85.00	\$2,125.00	\$83.00	\$2,075.00	\$141.70	\$3,542.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-30	CMSC	604*	Curb and Gutter Inlet, Reconstruct to Grade	3	E.A.	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00	\$740.00	\$2,220.00	\$1,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-31	CMSC	604*	Manhole, Adjust to Grade	3	E.A.	\$300.00	\$900.00	\$250.00	\$750.00	\$390.00	\$1,170.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-32	CMSC	807*	Water Valve or Service Box, Adjust to Grade	3	E.A.	\$250.00	\$750.00	\$250.00	\$750.00	\$325.00	\$975.00	\$200.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-33	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	50	S.Y.	\$25.00	\$1,250.00	\$8.75	\$437.50	\$7.65	\$382.50	\$56.51	\$2,825.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-34	CMSC	SPEC	Force Account	1	L.S.	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items																			
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$850,890.00		\$756,802.83		\$768,082.85		\$814,829.58		No Bid		No Bid		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$767,534.65 A		NA		NA		NA		NA	
Contract A - Additional Bid 1																			
A1-1	CMSC	254	Pavement Planing, T=2.5"	17,490	S.Y.	\$2.50	\$43,725.00	\$1.75	\$30,607.50	\$2.50	\$43,725.00	\$2.45	\$42,850.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	3,498	Gal	\$5.00	\$17,490.00	\$4.15	\$14,516.70	\$4.40	\$15,391.20	\$4.25	\$14,866.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	8,072	L.F.	\$3.50	\$28,252.00	\$3.96	\$31,965.12	\$3.65	\$29,462.80	\$3.61	\$29,139.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,494	Tons	\$95.00	\$141,930.00	\$87.00	\$129,978.00	\$85.00	\$126,990.00	\$91.08	\$136,073.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	996	Tons	\$92.00	\$91,632.00	\$87.00	\$86,652.00	\$83.00	\$82,668.00	\$91.08	\$90,715.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-6	CMSC	452	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	507	S.Y.	\$85.00	\$43,095.00	\$83.25	\$42,207.75	\$83.50	\$42,334.50	\$88.96	\$45,102.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-7	CMSC	604	Curb and Gutter Inlet, Reconstruct to Grade	1	E.A.	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$735.00	\$735.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-8	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	18	E.A.	\$300.00	\$5,400.00	\$250											

CITY OF REYNOLDSBURG, OHIO

2021 Street Program

EMH&T JN: 2020-1190

Bids Received: February 26, 2021

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
A2-7	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	1,500	S.F.	\$10.00	\$15,000.00	\$9.50	\$14,250.00	\$12.95	\$19,425.00	\$10.87	\$16,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-8	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,040	L.F.	\$35.00	\$36,400.00	\$39.00	\$40,560.00	\$34.00	\$35,360.00	\$36.78	\$38,251.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-9	CMSC	630	Street Name Sign, Per R-19	5	E.A.	\$300.00	\$1,500.00	\$100.00	\$500.00	\$130.00	\$650.00	\$128.75	\$643.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-10	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	27	S.F.	\$35.00	\$945.00	\$30.00	\$810.00	\$38.00	\$1,026.00	\$38.11	\$1,028.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-11	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	84	L.F.	\$20.00	\$1,680.00	\$25.00	\$2,100.00	\$29.00	\$2,436.00	\$28.84	\$2,422.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-12	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	3	E.A.	\$100.00	\$300.00	\$175.00	\$525.00	\$150.00	\$450.00	\$149.35	\$448.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-13	CMSC	630	Removal of Ground Mounted Sign and Disposal	11	E.A.	\$30.00	\$330.00	\$25.00	\$275.00	\$42.00	\$462.00	\$41.20	\$453.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-14	CMSC	630	Removal of Ground Mounted Support And Disposal	6	E.A.	\$30.00	\$180.00	\$25.00	\$150.00	\$42.00	\$252.00	\$41.20	\$247.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-15	CMSC	644	Crosswalks, 12" White	450	L.F.	\$2.50	\$1,125.00	\$2.90	\$1,305.00	\$2.65	\$1,192.50	\$2.99	\$1,345.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-16	CMSC	644	Stop Bars, 24" White	50	L.F.	\$5.00	\$250.00	\$6.20	\$310.00	\$5.35	\$267.50	\$6.39	\$319.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-17	SS	SPEC	SAMI Seal	4,490	S.Y.	\$3.50	\$15,715.00	\$2.07	\$9,294.30	\$2.25	\$10,102.50	\$2.25	\$10,102.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A2-18	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$156,459.00		\$151,788.50		\$148,199.70		\$155,476.11		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		NA		NA		NA		NA		NA		NA	
Contract A - Additional Bid 3																			
A3-1	CMSC	254	Pavement Planing, T=1.5"	2,010	S.Y.	\$2.00	\$4,020.00	\$4.00	\$8,040.00	\$4.00	\$8,040.00	\$3.35	\$6,733.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	201	Gal	\$5.00	\$1,005.00	\$4.15	\$834.15	\$4.40	\$884.40	\$4.25	\$854.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (44B), 1.5", PG 64-22	172	Tons	\$95.00	\$16,340.00	\$119.00	\$20,468.00	\$92.50	\$15,910.00	\$127.72	\$21,967.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-4	CMSC	604*	Catch Basin, Adjust to Grade	1	E.A.	\$300.00	\$300.00	\$650.00	\$650.00	\$360.00	\$360.00	\$330.96	\$330.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-5	CMSC	644	Parking Lot Stall Marking, 4", White	520	L.F.	\$3.00	\$1,560.00	\$2.00	\$1,040.00	\$1.65	\$858.00	\$2.06	\$1,071.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-6	CMSC	644	Transverse Line, 4", White	200	L.F.	\$5.00	\$1,000.00	\$2.00	\$400.00	\$1.80	\$360.00	\$2.06	\$412.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-7	CMSC	644	Handicap Symbol, 28" x 24"	3	E.A.	\$600.00	\$1,800.00	\$115.00	\$345.00	\$92.50	\$277.50	\$118.45	\$355.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-8	CMSC	644	Handicap Parking Stall Striping, 12" White	100	L.F.	\$5.00	\$500.00	\$3.25	\$325.00	\$6.25	\$625.00	\$3.35	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-9	CMSC	SPEC	Parking Blocks, Per Detail	24	E.A.	\$80.00	\$1,920.00	\$75.00	\$1,800.00	\$84.00	\$2,016.00	\$100.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-10	SS	SPEC	SAMI Seal	2,010	S.Y.	\$3.50	\$7,035.00	\$2.07	\$4,160.70	\$2.25	\$4,522.50	\$2.25	\$4,522.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-11	CMSC	SPEC	Force Account	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$37,480.00		\$40,062.85		\$35,853.40		\$40,982.60		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		NA		NA		NA		NA		NA		NA	
Contract A - Additional Bid 4																			
A4-1	CMSC	608	Remove and Replace 4-in Concrete Walk, Per R-9, COC 5	1,004	S.F.	\$11.00	\$11,044.00	\$10.50	\$10,542.00	\$13.80	\$13,855.20	\$14.39	\$14,447.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-2	CMSC	608	Remove and Replace 6-in Concrete Walk, Per R-9, COC MS	868	S.F.	\$12.00	\$10,416.00	\$10.75	\$9,331.00	\$16.00	\$13,888.00	\$15.37	\$13,341.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-3	CMSC	608	Sidewalk Panel Chamfer Sawcut	44	L.F.	\$22.00	\$968.00	\$25.00	\$1,100.00	\$26.00	\$1,144.00	\$25.75	\$1,133.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-4	CMSC	259*	Asphalt Driveway Replacement, Type 3A, Per R-3	100	S.F.	\$13.50	\$1,350.00	\$19.00	\$1,900.00	\$12.00	\$1,200.00	\$22.84	\$2,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-5	CMSC	259*	Concrete Driveway Replacement, Type 3B, Per R-3, T=6-in (Residential), COC MS	100	S.F.	\$12.50	\$1,250.00	\$16.00	\$1,600.00	\$9.20	\$920.00	\$25.76	\$2,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-6	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	10	S.Y.	\$85.00	\$850.00	\$16.00	\$160.00	\$84.00	\$840.00	\$257.64	\$2,576.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-7	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$30,878.00		\$29,633.00		\$36,847.20		\$41,358.12		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		NA		NA		NA		NA		NA		NA	
Contract B																			
B-1	CMSC	423	Crack Sealing with Routing, Type IV	30,570	Lbs.	\$2.60	\$79,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.96	\$59,917.20	\$2.15	\$65,725.50	\$0.00	\$0.00
B-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B =		\$84,482.00		No Bid		No Bid		No Bid		\$64,917.20		\$70,725.50	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		NA		NA		NA		NA		NA		NA	
Contract C																			
C-1	RS	SPEC	Reclamite, Asphalt Rejuvenating Agent	86,700	S.Y.	\$1.00	\$86,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$78,030.00
C-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT C =		\$91,700.00		No Bid		No Bid		No Bid		No Bid		No Bid	
						CORRECTED BIDDER'S TOTAL FOR CONTRACT C =		NA		NA		NA		NA		NA		\$83,030.00	
A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder																			
B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder																			
BIDDER'S TOTAL FOR CONTRACT A =						\$1,809,501.00		\$1,645,950.00		\$1,747,169.45		\$1,795,803.63		No Bid		No Bid		No Bid	
BIDDER'S TOTAL FOR CONTRACT B =						\$84,482.00		No Bid		No Bid		No Bid		\$64,917.20		\$70,725.50		No Bid	
BIDDER'S TOTAL FOR CONTRACT C =						\$91,700.00		No Bid		No Bid		No Bid		No Bid		No Bid		\$83,030.00	
BIDDER'S TOTAL FOR ALL WORK =						\$1,985,683.00		\$1,645,950.00		\$1,747,169.45		\$1,795,803.63		\$64,917.20		\$70,725.50		\$83,030.00	
BY: 																			
Nicholas D. Mill, PE																			
Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																			



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract B be awarded to American Pavements, Inc. for the amount of \$ 64,917.20. American Pavements appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

_____, 2021

Sent by Regular US Mail

Surety:

Atlantic Specialty Insurance Company _____
605 Highway 169 North, Suite 800 _____
Plymouth, MN 55441 _____

Surety Agent:

Hylant Group, Inc. _____
2401 W. Big Beaver Road, Suite 400 _____
Troy, MI 48084 _____

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, American Pavement, Inc. (contractor) has been awarded a contract for **2021 Street Program** in the amount of \$ 64,917.20 for the work included under the Contract B - Base Bid by the City of Reynoldsburg.

Thank you,

By _____
Name/Title: Joseph S. Begeny, Mayor

2021 Reynoldsburg Street Program - City of Reynoldsburg, Ohio						
Contractor	Strawser Paving Co. Inc.	Columbus Asphalt Paving	Decker Construction Co	American Pavements Inc	Bituminous Pavement Systems	Pavement Technology Inc
Contract Bid	Contract A	Contract A	Contract A	Contract B	Contract B	Contract C
Bid Price (pg BF-2)	\$ 1,645,950.00	\$ 1,747,169.45	\$ 1,795,803.63	\$ 64,917.20	\$ 70,725.50	\$ 83,030.00
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes	Yes	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Fidelity and Deposit Company of Maryland	Ohio Farmers Insurance Company	Cincinnati Insurance Company	Atlantic Specialty Insurance Company	Fidelity and Deposit Company of Maryland	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A / 002381	A+ / 000258	A+ / 012666	A+ / 000387	A++ / 003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019 & 2020 Street Programs.	Contractor has performed satisfactorily on City contracts in the past.	Contractor has worked as a Subcontractor on City projects recently and performed satisfactorily.	Contractor has performed satisfactory work all over the state of Ohio.	Contractor has performed satisfactory work in the Columbus area.	Contractor has performed satisfactory work in the Columbus area.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed more than five projects of similar size and scope completed in the last five years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past.	Contractor has listed over 50 projects of similar scope completed in last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on City contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor provided resumes for key personnel. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided personnel experience. Project history shows contractor has adequate work force.	Contractor provided resume for Project Manager. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	N/A	N/A	N/A	N/A	N/A	N/A
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A			Contract B		Contract C
Completed by:	EMH&T, Inc. -Nicholas D. Mill, PE					
Signature/Date:	 3/1/2021					

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

DATE: April 12, 2021

TO: Public Service and Transportation Committee

RE: 2021 Street Improvement Project Contract C (Asphalt Rejuvenation)

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH PAVEMENT TECHNOLOGY INC. PERTAINING TO THE 2021 STREET REPAIR AND MAINTENANCE PROJECT, CONTRACT C (ASPHALT REJUVENATION), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg received multiple bids for the 2021 Street Improvement Project Contract C (Asphalt Rejuvenation); and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and most responsible bidder pertaining to Contract C (Asphalt Rejuvenation) is Pavement Technology Inc.; and

WHEREAS, the City Engineer has also concluded that Pavement Technology Inc. has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the Contract C (Asphalt Rejuvenation) be awarded to Pavement Technology Inc. at a base bid of \$83,030.00.

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Pavement Technology Inc. in the amount of \$83,030.00 for construction services for the 2021 Street Improvement Project Contract C (Asphalt Rejuvenation); and

SECTION 2. That an amount of \$87,181.50 (includes 5% contingency) from the Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing; and

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



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract C be awarded to Pavement Technology, Inc. for the amount of \$ 83,030.00. Pavement Technology appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

Attachment: 2021 Contract C Award (2021 Street Improvement Project Contract C (Asphalt Rejuvenation))

CITY OF REYNOLDSBURG, OHIO																			
2021 Street Program																			
EMH&T JN: 2020-1190																			
Bids Received: February 26, 2021																			
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid																			
A-1	CMSC	254	Pavement Planing, T=2.5"	19,790	S.Y.	\$2.50	\$49,475.00	\$1.90	\$37,601.00	\$2.50	\$49,475.00	\$2.52	\$49,870.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-2	CMSC	254	Pavement Planing, T=1.5"	10,964	S.Y.	\$2.00	\$21,928.00	\$2.75	\$30,151.00	\$2.80 A	\$30,699.20 A	\$2.23	\$24,449.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,056	Gal	\$5.00	\$25,280.00	\$4.15	\$20,982.40	\$4.40	\$22,246.40	\$4.25	\$21,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,630	Tons	\$95.00	\$249,850.00	\$91.00	\$239,330.00	\$86.00	\$226,180.00	\$92.04	\$242,065.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	1,129	Tons	\$92.00	\$103,868.00	\$88.00	\$99,352.00	\$82.50	\$93,142.50	\$92.04	\$103,913.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-6	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	22	E.A.	\$300.00	\$6,600.00	\$250.00	\$5,500.00	\$385.00	\$8,470.00	\$300.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-7	CMSC	604	Catch Basin, Adjust to Grade	6	E.A.	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$360.00	\$2,160.00	\$330.96	\$1,985.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-8	CMSC	608	Detectable Warning System, 2' x 4', Per City of Columbus 1551, Type E, Red	28	E.A.	\$150.00	\$4,200.00	\$75.00	\$2,100.00	\$135.00	\$3,780.00	\$287.50	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$10.00	\$42,000.00	\$9.25	\$38,850.00	\$12.95	\$54,390.00	\$11.29	\$47,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	2,750	L.F.	\$35.00	\$96,250.00	\$37.50	\$103,125.00	\$29.50	\$81,125.00	\$37.79	\$103,922.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-11	CMSC	609	Remove and Replace Extruded Concrete Curb (Spot), T=6"	400	L.F.	\$30.00	\$12,000.00	\$12.75	\$5,100.00	\$26.00	\$10,400.00	\$28.95	\$11,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-12	CMSC	630	Street Name Sign, Per R-19	24	E.A.	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$130.00	\$3,120.00	\$128.75	\$3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-13	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	69	S.F.	\$35.00	\$2,415.00	\$30.00	\$2,070.00	\$38.50	\$2,656.50	\$38.11	\$2,629.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-14	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	210	L.F.	\$20.00	\$4,200.00	\$25.00	\$5,250.00	\$29.00	\$6,090.00	\$28.84	\$6,056.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-15	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	1	E.A.	\$100.00	\$100.00	\$175.00	\$175.00	\$150.00	\$150.00	\$149.35	\$149.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-16	CMSC	630	Removal of Ground Mounted Sign and Disposal	39	E.A.	\$30.00	\$1,170.00	\$25.00	\$975.00	\$41.00	\$1,599.00	\$41.20	\$1,606.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-17	CMSC	630	Removal of Ground Mounted Support And Disposal	15	E.A.	\$30.00	\$450.00	\$25.00	\$375.00	\$41.00	\$615.00	\$41.20	\$618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-18	CMSC	644	Crosswalks, 12" White	1,100	L.F.	\$2.50	\$2,750.00	\$3.55	\$3,905.00	\$2.90	\$3,190.00	\$3.66	\$4,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-19	CMSC	644	Stop Bars, 24" White	60	L.F.	\$5.00	\$300.00	\$8.00	\$480.00	\$6.75	\$405.00	\$8.24	\$494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-20	CMSC	644	Lane Line, 4" White, As Directed By Engineer	0.27	MI.	\$2,000.00	\$540.00	\$7,295.00	\$1,969.65	\$1,775.00	\$479.25	\$7,513.85	\$2,028.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-21	CMSC	644	Crosswalks, 12" White, As Directed By Engineer	12,000	L.F.	\$2.50	\$30,000.00	\$2.30	\$27,600.00	\$2.65	\$31,800.00	\$2.37	\$28,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-22	CMSC	644	Stop Bars, 24" White, As Directed By Engineer	3,000	L.F.	\$5.00	\$15,000.00	\$4.45	\$13,350.00	\$5.35	\$16,050.00	\$4.58	\$13,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-23	CMSC	644	Parking Lot Stall Marking, 4", White	5,900	L.F.	\$3.00	\$17,700.00	\$1.72	\$10,148.00	\$1.65	\$9,735.00	\$1.77	\$10,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-24	CMSC	644	Transverse Line, 4", White	300	L.F.	\$5.00	\$1,500.00	\$1.72	\$516.00	\$1.80	\$540.00	\$1.77	\$531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-25	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$600.00	\$2,400.00	\$93.00	\$372.00	\$92.00	\$368.00	\$95.79	\$383.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-26	CMSC	644	Handicap Parking Stall Striping, 12" White	150	L.F.	\$5.00	\$750.00	\$2.35	\$352.50	\$6.25	\$937.50	\$2.42	\$363.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-27	SS	SPEC	SAMI Seal	30,754	S.Y.	\$3.50	\$107,639.00	\$2.07	\$63,660.78	\$2.20	\$67,658.80	\$2.25	\$69,196.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-28	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$80.00	\$4,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$131.45	\$6,572.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-29	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS, As Directed By Engineer	25	S.Y.	\$85.00	\$2,125.00	\$85.00	\$2,125.00	\$83.00	\$2,075.00	\$141.70	\$3,542.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-30	CMSC	604*	Curb and Gutter Inlet, Reconstruct to Grade	3	E.A.	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00	\$740.00	\$2,220.00	\$1,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-31	CMSC	604*	Manhole, Adjust to Grade	3	E.A.	\$300.00	\$900.00	\$250.00	\$750.00	\$390.00	\$1,170.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-32	CMSC	807*	Water Valve or Service Box, Adjust to Grade	3	E.A.	\$250.00	\$750.00	\$250.00	\$750.00	\$325.00	\$975.00	\$200.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-33	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	50	S.Y.	\$25.00	\$1,250.00	\$8.75	\$437.50	\$7.65	\$382.50	\$56.51	\$2,825.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-34	CMSC	SPEC	Force Account	1	L.S.	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items																			
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$850,890.00		\$756,802.83		\$768,082.85		\$814,829.58		No Bid		No Bid		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$767,534.65 A		NA		NA		NA		NA	
Contract A - Additional Bid 1																			
A1-1	CMSC	254	Pavement Planing, T=2.5"	17,490	S.Y.	\$2.50	\$43,725.00	\$1.75	\$30,607.50	\$2.50	\$43,725.00	\$2.45	\$42,850.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	3,498	Gal	\$5.00	\$17,490.00	\$4.15	\$14,516.70	\$4.40	\$15,391.20	\$4.25	\$14,866.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	8,072	L.F.	\$3.50	\$28,252.00	\$3.96	\$31,965.12	\$3.65	\$29,462.80	\$3.61	\$29,139.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,494	Tons	\$95.00	\$141,930.00	\$87.00	\$129,978.00	\$85.00	\$126,990.00	\$91.08	\$136,073.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	996	Tons	\$92.00	\$91,632.00	\$87.00	\$86,652.00	\$83.00	\$82,668.00	\$91.08	\$90,715.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-6	CMSC	452	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	507	S.Y.	\$85.00	\$43,095.00	\$83.25	\$42,207.75	\$83.50	\$42,334.50	\$88.96	\$45,102.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-7	CMSC	604	Curb and Gutter Inlet, Reconstruct to Grade	1	E.A.	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$735.00	\$735.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-8	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	18	E.A.	\$300.00	\$5,400.00	\$25											

OFFICIAL BID TABULATION



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract C be awarded to Pavement Technology, Inc. for the amount of \$ 83,030.00. Pavement Technology appears to be qualified for this type of work and their prices are comparable to recent projects of similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

_____, 2021

Sent by Regular US Mail

Surety:

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Surety Agent:

McGowan & Company, Inc.
20595 Lorain Road
Fairview Park, OH 44145

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Pavement Technology, Inc. (contractor) has been awarded a contract for **2021 Street Program** in the amount of \$ 83,030.00 for the work included under the Contract C - Base Bid by the City of Reynoldsburg.

Thank you,

By _____
 Name/Title: Joseph S. Begeny, Mayor

NTS

2021 Reynoldsburg Street Program - City of Reynoldsburg, Ohio						
Contractor	Strawser Paving Co. Inc.	Columbus Asphalt Paving	Decker Construction Co	American Pavements Inc	Bituminous Pavement Systems	Pavement Technology Inc
Contract Bid	Contract A	Contract A	Contract A	Contract B	Contract B	Contract C
Bid Price (pg BF-2)	\$ 1,645,950.00	\$ 1,747,169.45	\$ 1,795,803.63	\$ 64,917.20	\$ 70,725.50	\$ 83,030.00
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes	Yes	Yes	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Fidelity and Deposit Company of Maryland	Ohio Farmers Insurance Company	Cincinnati Insurance Company	Atlantic Specialty Insurance Company	Fidelity and Deposit Company of Maryland	Travelers Casualty and Surety Company of America
AM Best Surety Rating & No.	A+ / 000387	A / 002381	A+ / 000258	A+ / 012666	A+ / 000387	A++ / 003609
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes	Yes	Yes	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Contractor has consistently completed work to the City's standards. Recently performed the work for 2019 & 2020 Street Programs.	Contractor has performed satisfactorily on City contracts in the past.	Contractor has worked as a Subcontractor on City projects recently and performed satisfactorily.	Contractor has performed satisfactory work all over the state of Ohio.	Contractor has performed satisfactory work in the Columbus area.	Contractor has performed satisfactory work in the Columbus area.
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes	Yes	Yes	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed more than ten projects of similar size and scope completed in last two years.	Contractor listed more than five projects of similar size and scope completed in the last five years.	Contractor listed four specific contracts of similar size and scope that were completed; also listed numerous clients for which similar projects have been completed in the recent past.	Contractor has listed over 50 projects of similar scope completed in last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last five years.	Contractor has listed more than ten projects of similar size and scope completed in the last two years.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable conduct and performance on recent City contracts. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on City contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. Pre-Qualified by ODOT registration. No recent claims filed against.	Contractor has demonstrated acceptable conduct and performance on Columbus area contracts in the past. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.	Owens and operates sufficient equipment to perform the work in the Contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resume for Project Manager and list of subcontractors. Project history shows contractor has adequate work force.	Contractor provided resumes for key personnel. Project history shows contractor has adequate work force.	Contractor has over 40 years of experience. Project history shows contractor has adequate work force.	Contractor provided personnel experience. Project history shows contractor has adequate work force.	Contractor provided resume for Project Manager. Project history shows contractor has adequate work force.	Contractor provided resume for key personnel. Project history shows contractor has adequate work force.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes	Yes	Yes	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes	Yes	Yes	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes	Yes	Yes	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues	No prior issues
(k) Bidder displayed interest in the Project by attending any pre-bid meetings or conferences for bidders;	N/A	N/A	N/A	N/A	N/A	N/A
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the Specifications or as determined by the Owner.	N/A	N/A	N/A	N/A	N/A	N/A
Recommended as Lowest and Best	Contract A			Contract B		Contract C
Completed by:	EMH&T, Inc. -Nicholas D. Mill, PE					
Signature/Date:	 3/1/2021					

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: April 12, 2021****TO: Public Service and Transportation Committee****RE: 2021 Sidewalk Improvement Project**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
FOR THE 2021 SIDEWALK PROGRAM PHASE VII, APPROPRIATING FUNDS, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the 2021 Sidewalk Program Phase VII; and

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

WHEREAS, the City Engineer has also concluded that Strawser Paving Company has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the 2021 Sidewalk Program Phase VII be awarded to Strawser Paving Company at a base bid of \$29,633.00.

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with Strawser Paving Company in the amount of \$29,633.00 for construction services for the 2021 Sidewalk Program Phase VII; and

SECTION 2. That an amount of \$29,633.00 from the unappropriated Sidewalk Construction Fund (420) be appropriated to account 420.000.0007.5653 Phase VII Sidewalk program; and

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

Project	Bid Prices Received	Bid Price Including Contingency (5%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes	
2021 Street Maintenance Program	Construction Services	\$756,802.83	\$794,642.97	\$389,642.97	\$0.00	\$205,000.00	\$0.00	\$0.00	\$200,000.00	Fallriver Drive = \$215,500.00 Taylor Mills Drive = \$116,700.00 Taylor Mills Place = \$23,200.00 Linick Drive = \$84,500.00 Bergenia Drive = \$188,100.00 John F. Kennedy parking lot = \$125,800.00
	Inspection Services	\$111,000.00	\$111,000.00	\$111,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street (State Route 40) District 5, Licking County	Construction Services	\$625,000.00	\$625,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$391,570.00	\$83,430.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street (State Route 40) District 6, Franklin County	Construction Services	\$1,230,000.00	\$1,230,000.00	\$214,378.00	\$0.00	\$0.00	\$0.00	\$915,622.00	\$100,000.00	Miscellaneous Infrastructure Fund (410.000.0181.5659) Permissive Tax Fund (230.000.0181.5659)
East Main Street, Phase I	Construction Services (Roadway)	\$3,447,202.83	\$3,619,562.97	\$1,124,562.97	\$0.00	\$295,000.00	\$2,000,000.00	\$0.00	\$200,000.00	Davidson Drive to Jackson Street
	Construction Services (Streetscaping)									
	Inspection Services	\$284,000.00	\$284,000.00	\$284,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2022 Street Maintenance Program	Design Services	\$60,000.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
East Main Street, Phase II	Design Services	\$300,000.00	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Jackson Street to Waggoner Road
\$6,814,005.66		\$7,024,205.94	\$2,633,583.94	\$0.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00		

Project	Bid Prices Received	Bid Price Including Contingency (10%)	Capital Improvement Project Fund (CIP) Account: 410	Sidewalk Construction Fund Account 420.5653)	Stormwater Fund Account: 737.4472	Ohio Public Works Commission (OPWC)	Ohio Department of Transportation (ODOT)	Permissive Tax Fund	Notes
Contract A, Bid #1	Construction Services	\$667,662.82	\$701,045.96	\$701,045.96	\$0.00	\$0.00	\$0.00	\$0.00	Priestly Drive
Contract A, Bid #3	Construction Services	\$40,062.85	\$42,065.99	\$42,065.99	\$0.00	\$0.00	\$0.00	\$0.00	Livingston House parking lot
Contract A, Bid #4	Construction Services	\$29,633.00	\$31,114.65	\$0.00	\$29,633.00	\$0.00	\$0.00	\$0.00	2021 Sidewalk Maintenance Program
	Inspection Services	\$16,627.00	\$16,627.00	\$0.00	\$16,627.00	\$0.00	\$0.00	\$0.00	
Contract B	Construction Services	\$64,917.20	\$68,163.06	\$68,163.06	\$0.00	\$0.00	\$0.00	\$0.00	Crack sealing
Contract C:	Construction Services	\$83,030.00	\$87,181.50	\$87,181.50	\$0.00	\$0.00	\$0.00	\$0.00	Reclamite work
		\$901,932.87	\$946,198.16	\$898,456.51	\$46,260.00	\$0.00	\$0.00	\$0.00	
GRAND TOTAL		\$7,715,938.53	\$7,970,404.11	\$3,532,040.46	\$46,260.00	\$500,000.00	\$2,000,000.00	\$1,307,192.00	\$583,430.00

Attachment: 2021 Reynoldsburg Street Improvement Costs (2021 Sidewalk Improvement Project)

CITY OF REYNOLDSBURG, OHIO																			
2021 Street Program																			
EMH&T JN: 2020-1190																			
Bids Received: February 26, 2021																			
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Contract A - Base Bid																			
A-1	CMSC	254	Pavement Planing, T=2.5"	19,790	S.Y.	\$2.50	\$49,475.00	\$1.90	\$37,601.00	\$2.50	\$49,475.00	\$2.52	\$49,870.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-2	CMSC	254	Pavement Planing, T=1.5"	10,964	S.Y.	\$2.00	\$21,928.00	\$2.75	\$30,151.00	\$2.80 A	\$30,699.20 A	\$2.23	\$24,449.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-3	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	5,056	Gal	\$5.00	\$25,280.00	\$4.15	\$20,982.40	\$4.40	\$22,246.40	\$4.25	\$21,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	2,630	Tons	\$95.00	\$249,850.00	\$91.00	\$239,330.00	\$86.00	\$226,180.00	\$92.04	\$242,065.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	1,129	Tons	\$92.00	\$103,868.00	\$88.00	\$99,352.00	\$82.50	\$93,142.50	\$92.04	\$103,913.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-6	CMSC	604	Curb and Gutter Inlet, Adjust to Grade	22	E.A.	\$300.00	\$6,600.00	\$250.00	\$5,500.00	\$385.00	\$8,470.00	\$300.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-7	CMSC	604	Catch Basin, Adjust to Grade	6	E.A.	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$360.00	\$2,160.00	\$330.96	\$1,985.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-8	CMSC	608	Detectable Warning System, 2' x 4', Per City of Columbus 1551, Type E, Red	28	E.A.	\$150.00	\$4,200.00	\$75.00	\$2,100.00	\$135.00	\$3,780.00	\$287.50	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-9	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	4,200	S.F.	\$10.00	\$42,000.00	\$9.25	\$38,850.00	\$12.95	\$54,390.00	\$11.29	\$47,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-10	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	2,750	L.F.	\$35.00	\$96,250.00	\$37.50	\$103,125.00	\$29.50	\$81,125.00	\$37.79	\$103,922.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-11	CMSC	609	Remove and Replace Extruded Concrete Curb (Spot), T=6"	400	L.F.	\$30.00	\$12,000.00	\$12.75	\$5,100.00	\$26.00	\$10,400.00	\$28.95	\$11,580.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-12	CMSC	630	Street Name Sign, Per R-19	24	E.A.	\$300.00	\$7,200.00	\$100.00	\$2,400.00	\$130.00	\$3,120.00	\$128.75	\$3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-13	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	69	S.F.	\$35.00	\$2,415.00	\$30.00	\$2,070.00	\$38.50	\$2,656.50	\$38.11	\$2,629.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-14	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	210	L.F.	\$20.00	\$4,200.00	\$25.00	\$5,250.00	\$29.00	\$6,090.00	\$28.84	\$6,056.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-15	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	1	E.A.	\$100.00	\$100.00	\$175.00	\$175.00	\$150.00	\$150.00	\$149.35	\$149.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-16	CMSC	630	Removal of Ground Mounted Sign and Disposal	39	E.A.	\$30.00	\$1,170.00	\$25.00	\$975.00	\$41.00	\$1,599.00	\$41.20	\$1,606.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-17	CMSC	630	Removal of Ground Mounted Support And Disposal	15	E.A.	\$30.00	\$450.00	\$25.00	\$375.00	\$41.00	\$615.00	\$41.20	\$618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-18	CMSC	644	Crosswalks, 12" White	1,100	L.F.	\$2.50	\$2,750.00	\$3.55	\$3,905.00	\$2.90	\$3,190.00	\$3.66	\$4,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-19	CMSC	644	Stop Bars, 24" White	60	L.F.	\$5.00	\$300.00	\$8.00	\$480.00	\$6.75	\$405.00	\$8.24	\$494.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-20	CMSC	644	Lane Line, 4" White, As Directed By Engineer	0.27	Mi.	\$2,000.00	\$540.00	\$7,295.00	\$1,969.65	\$1,775.00	\$479.25	\$7,513.85	\$2,028.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-21	CMSC	644	Crosswalks, 12" White, As Directed By Engineer	12,000	L.F.	\$2.50	\$30,000.00	\$2.30	\$27,600.00	\$2.65	\$31,800.00	\$2.37	\$28,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-22	CMSC	644	Stop Bars, 24" White, As Directed By Engineer	3,000	L.F.	\$5.00	\$15,000.00	\$4.45	\$13,350.00	\$5.35	\$16,050.00	\$4.58	\$13,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-23	CMSC	644	Parking Lot Stall Marking, 4", White	5,900	L.F.	\$3.00	\$17,700.00	\$1.72	\$10,148.00	\$1.65	\$9,735.00	\$1.77	\$10,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-24	CMSC	644	Transverse Line, 4", White	300	L.F.	\$5.00	\$1,500.00	\$1.72	\$516.00	\$1.80	\$540.00	\$1.77	\$531.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-25	CMSC	644	Handicap Symbol, 28" x 24"	4	E.A.	\$600.00	\$2,400.00	\$93.00	\$372.00	\$92.00	\$368.00	\$95.79	\$383.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-26	CMSC	644	Handicap Parking Stall Striping, 12" White	150	L.F.	\$5.00	\$750.00	\$2.35	\$352.50	\$6.25	\$937.50	\$2.42	\$363.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-27	SS	SPEC	SAMI Seal	30,754	S.Y.	\$3.50	\$107,639.00	\$2.07	\$63,660.78	\$2.20	\$67,658.80	\$2.25	\$69,196.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-28	CMSC	253*	Residential Full Depth Pavement Repair (Spot), As Directed By Engineer	50	S.Y.	\$80.00	\$4,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$131.45	\$6,572.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-29	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS, As Directed By Engineer	25	S.Y.	\$85.00	\$2,125.00	\$85.00	\$2,125.00	\$83.00	\$2,075.00	\$141.70	\$3,542.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-30	CMSC	604*	Curb and Gutter Inlet, Reconstruct to Grade	3	E.A.	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00	\$740.00	\$2,220.00	\$1,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-31	CMSC	604*	Manhole, Adjust to Grade	3	E.A.	\$300.00	\$900.00	\$250.00	\$750.00	\$390.00	\$1,170.00	\$250.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-32	CMSC	807*	Water Valve or Service Box, Adjust to Grade	3	E.A.	\$250.00	\$750.00	\$250.00	\$750.00	\$325.00	\$975.00	\$200.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-33	CMSC	SPEC*	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	50	S.Y.	\$25.00	\$1,250.00	\$8.75	\$437.50	\$7.65	\$382.50	\$56.51	\$2,825.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A-34	CMSC	SPEC	Force Account	1	L.S.	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items																			
BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						\$850,890.00		\$756,802.83		\$768,082.85		\$814,829.58		No Bid		No Bid		No Bid	
CORRECTED BIDDER'S TOTAL FOR CONTRACT A - BASE BID =						NA		NA		\$767,534.65 A		NA		NA		NA		NA	
Contract A - Additional Bid 1																			
A1-1	CMSC	254	Pavement Planing, T=2.5"	17,490	S.Y.	\$2.50	\$43,725.00	\$1.75	\$30,607.50	\$2.50	\$43,725.00	\$2.45	\$42,850.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	3,498	Gal	\$5.00	\$17,490.00	\$4.15	\$14,516.70	\$4.40	\$15,391.20	\$4.25	\$14,866.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-3	CMSC	409	Sawing and Sealing Asphalt Concrete Pavement Joints	8,072	L.F.	\$3.50	\$28,252.00	\$3.96	\$31,965.12	\$3.65	\$29,462.80	\$3.61	\$29,139.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-4	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	1,494	Tons	\$95.00	\$141,930.00	\$87.00	\$129,978.00	\$85.00	\$126,990.00	\$91.08	\$136,073.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-5	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	996	Tons	\$92.00	\$91,632.00	\$87.00	\$86,652.00	\$83.00	\$82,668.00	\$91.08	\$90,715.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-6	CMSC	452	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	507	S.Y.	\$85.00	\$43,095.00	\$83.25	\$42,207.75	\$83.50	\$42,334.50	\$88.96	\$45,102.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-7	CMSC	604	Curb and Gutter Inlet, Reconstruct to Grade	1	E.A.	\$1,500.00	\$1,500.00	\$800.00	\$800.00	\$735.00	\$735.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A1-8	CMSC	604	Curb and G																

CITY OF REYNOLDSBURG, OHIO

2021 Street Program

EMH&T JN: 2020-1190

Bids Received: February 26, 2021

EMH&T JN: 2020-1190

Bids Received: February 26, 2021

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204		American Pavements Inc 7475 Montgomery Drive Plain City, Ohio 43064		Bituminous Pavement Systems 1595 Frank Road Columbus, Ohio 43223		Pavement Technology Inc 24144 Detroit Road Westlake, Ohio 44145			
						Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
A2-7	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10C	1,500	S.F.	\$10.00	\$15,000.00	\$9.50	\$14,250.00	\$12.95	\$19,425.00	\$10.87	\$16,305.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-8	CMSC	609	Remove and Replace Concrete Curb & Gutter, Per R-6 (Spot), T=6"	1,040	L.F.	\$35.00	\$36,400.00	\$39.00	\$40,560.00	\$34.00	\$35,360.00	\$36.78	\$38,251.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-9	CMSC	630	Street Name Sign, Per R-19	5	E.A.	\$300.00	\$1,500.00	\$100.00	\$500.00	\$130.00	\$650.00	\$128.75	\$643.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-10	CMSC	630	Sign, Flat Sheet, Type G, Per ODOT TC-52.10	27	S.F.	\$35.00	\$945.00	\$30.00	\$810.00	\$38.00	\$1,026.00	\$38.11	\$1,028.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-11	CMSC	630	Ground Mounted Support, Type S, Per ODOT TC-41.20	84	L.F.	\$20.00	\$1,680.00	\$25.00	\$2,100.00	\$29.00	\$2,436.00	\$28.84	\$2,422.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-12	CMSC	630	Sign Support Assembly, Pole Mounted, Per ODOT TC-41.40	3	E.A.	\$100.00	\$300.00	\$175.00	\$525.00	\$150.00	\$450.00	\$149.35	\$448.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-13	CMSC	630	Removal of Ground Mounted Sign and Disposal	11	E.A.	\$30.00	\$330.00	\$25.00	\$275.00	\$42.00	\$462.00	\$41.20	\$453.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-14	CMSC	630	Removal of Ground Mounted Support And Disposal	6	E.A.	\$30.00	\$180.00	\$25.00	\$150.00	\$42.00	\$252.00	\$41.20	\$247.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-15	CMSC	644	Crosswalks, 12" White	450	L.F.	\$2.50	\$1,125.00	\$2.90	\$1,305.00	\$2.65	\$1,192.50	\$2.99	\$1,345.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-16	CMSC	644	Stop Bars, 24" White	50	L.F.	\$5.00	\$250.00	\$6.20	\$310.00	\$5.35	\$267.50	\$6.39	\$319.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-17	SS	SPEC	SAMI Seal	4,490	S.Y.	\$3.50	\$15,715.00	\$2.07	\$9,294.30	\$2.25	\$10,102.50	\$2.25	\$10,102.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A2-18	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 2 =		\$156,459.00 NA		\$151,788.50 NA		\$148,199.70 NA		\$155,476.11 NA		No Bid NA		No Bid NA		No Bid NA	
Contract A - Additional Bid 3																					
A3-1	CMSC	254	Pavement Planing, T=1.5"	2,010	S.Y.	\$2.00	\$4,020.00	\$4.00	\$8,040.00	\$4.00	\$8,040.00	\$3.35	\$6,733.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-2	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	201	Gal	\$5.00	\$1,005.00	\$4.15	\$834.15	\$4.40	\$884.40	\$4.25	\$854.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-3	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	172	Tons	\$95.00	\$16,340.00	\$119.00	\$20,468.00	\$92.50	\$15,910.00	\$127.72	\$21,967.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-4	CMSC	604*	Catch Basin, Adjust to Grade	1	E.A.	\$300.00	\$300.00	\$650.00	\$650.00	\$360.00	\$360.00	\$330.96	\$330.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-5	CMSC	644	Parking Lot Stall Marking, 4", White	520	L.F.	\$3.00	\$1,560.00	\$2.00	\$1,040.00	\$1.65	\$858.00	\$2.06	\$1,071.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-6	CMSC	644	Transverse Line, 4", White	200	L.F.	\$5.00	\$1,000.00	\$2.00	\$400.00	\$1.80	\$360.00	\$2.06	\$412.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-7	CMSC	644	Handicap Symbol, 28" x 24"	3	E.A.	\$600.00	\$1,800.00	\$115.00	\$345.00	\$92.50	\$277.50	\$118.45	\$355.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-8	CMSC	644	Handicap Parking Stall Striping, 12" White	100	L.F.	\$5.00	\$500.00	\$3.25	\$325.00	\$6.25	\$625.00	\$3.35	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-9	CMSC	SPEC	Parking Blocks, Per Detail	24	E.A.	\$80.00	\$1,920.00	\$75.00	\$1,800.00	\$84.00	\$2,016.00	\$100.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-10	SS	SPEC	SAMI Seal	2,010	S.Y.	\$3.50	\$7,035.00	\$2.07	\$4,160.70	\$2.25	\$4,522.50	\$2.25	\$4,522.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A3-11	CMSC	SPEC	Force Account	1	L.S.	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 3 =		\$37,480.00 NA		\$40,062.85 NA		\$35,853.40 NA		\$40,982.60 NA		No Bid NA		No Bid NA		No Bid NA	
Contract A - Additional Bid 4																					
A4-1	CMSC	608	Remove and Replace 4-in Concrete Walk, Per R-9, COC 5	1,004	S.F.	\$11.00	\$11,044.00	\$10.50	\$10,542.00	\$13.80	\$13,855.20	\$14.39	\$14,447.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-2	CMSC	608	Remove and Replace 6-in Concrete Walk, Per R-9, COC MS	868	S.F.	\$12.00	\$10,416.00	\$10.75	\$9,331.00	\$16.00	\$13,888.00	\$15.37	\$13,341.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-3	CMSC	608	Sidewalk Panel Chamfer Sawcut	44	L.F.	\$22.00	\$968.00	\$25.00	\$1,100.00	\$26.00	\$1,144.00	\$25.75	\$1,133.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-4	CMSC	259*	Asphalt Driveway Replacement, Type 3A, Per R-3	100	S.F.	\$13.50	\$1,350.00	\$19.00	\$1,900.00	\$12.00	\$1,200.00	\$22.84	\$2,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-5	CMSC	259*	Concrete Driveway Replacement, Type 3B, Per R-3, T=6-in (Residential), COC MS	100	S.F.	\$12.50	\$1,250.00	\$16.00	\$1,600.00	\$9.20	\$920.00	\$25.76	\$2,576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-6	CMSC	452*	Partial Concrete Pavement Apron Removal and Replacement, Per R-11, T=6-in (Residential), COC MS	10	S.Y.	\$85.00	\$850.00	\$16.00	\$160.00	\$84.00	\$840.00	\$257.64	\$2,576.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A4-7	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 = CORRECTED BIDDER'S TOTAL FOR CONTRACT A - ADDITIONAL BID 4 =		\$30,878.00 NA		\$29,633.00 NA		\$36,847.20 NA		\$41,358.12 NA		No Bid NA		No Bid NA		No Bid NA	
Contract B																					
B-1	CMSC	423	Crack Sealing with Routing, Type IV	30,570	Lbs.	\$2.60	\$79,482.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.96	\$59,917.20	\$2.15	\$65,725.50	\$0.00	\$0.00	\$0.00	\$0.00
B-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT B = CORRECTED BIDDER'S TOTAL FOR CONTRACT B =		\$84,482.00 NA		No Bid NA		No Bid NA		No Bid NA		\$64,917.20 NA		\$70,725.50 NA		No Bid NA	
Contract C																					
C-1	RS	SPEC	Reclamite, Asphalt Rejuvenating Agent	86,700	S.Y.	\$1.00	\$86,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$78,030.00	
C-2	CMSC	SPEC	Force Account	1	L.S.	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	
*Contingency Items						BIDDER'S TOTAL FOR CONTRACT C = CORRECTED BIDDER'S TOTAL FOR CONTRACT C =		\$91,700.00 NA		No Bid NA		No Bid NA		No Bid NA		No Bid NA		No Bid NA		\$83,030.00 NA	
A Correct Bidder's Calculated Unit Price labor + material was incorrectly calculated by Bidder																					
B Correct Bidder's Total price x quantity was incorrectly calculated by Bidder																					
BIDDER'S TOTAL FOR CONTRACT A =						\$1,809,501.00		\$1,645,950.00		\$1,747,169.45 A		\$1,795,803.63		No Bid		No Bid		No Bid		No Bid	
BIDDER'S TOTAL FOR CONTRACT B =						\$84,482.00		No Bid		No Bid		No Bid		\$64,917.20		\$70,725.50		No Bid		No Bid	
BIDDER'S TOTAL FOR CONTRACT C =						\$91,700.00		No Bid		No Bid		No Bid		No Bid		No Bid		No Bid		\$83,030.00	
BIDDER'S TOTAL FOR ALL WORK =						\$1,985,683.00		\$1,645,950.00		\$1,747,169.45 A		\$1,795,803.63		\$64,917.20		\$70,725.50		\$83,030.00		\$83,030.00	
BY: 																					
Nicholas D. Mill, PE																					
Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054																					



Engineers, Surveyors, Planners, Scientists

March 30, 2021

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

Re: Reynoldsburg 2021 Street Program

Dear Mr. Dorman,

We have completed our analysis of the bids received on February 26, 2021 for the Reynoldsburg 2021 Street Program. Based on our review of the public bid results, we recommend that Contract A be awarded to Strawser Paving, Inc. for the amount of \$ 1,494,161.50 for the work included under the Base Bid, Additional Bid #1, Additional Bid #3, and Additional Bid #4. Strawser appears to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract

Attachment: 2021 Reynoldsburg Street and Sidewalk Program - Lowest and Best Analysis (Strawser Paving Company) (2021 Sidewalk

_____, 2021

Sent by Regular US Mail

Surety:

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Surety Agent:

Kernan Insurance Agency, Inc.
9932 Brewster Lane
Powell, OH 43065

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Strawser Paving, Inc. (contractor) has been awarded a contract for **2021 Street Program** in the amount of \$ 1,494,161.50 for the work included under the Contract A - Base Bid, Additional Bid #1, Additional Bid #3, and Additional Bid #4 by the City of Reynoldsburg.

Thank you,

By _____
Name/Title: Joseph S. Begeny, Mayor

NTS

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

DATE: April 12, 2021

TO: Public Service and Transportation Committee

RE: 2021 Street Improvement Inspection Services

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH EMH&T PERTAINING TO INSPECTION SERVICES FOR THE
2021 STREET IMPROVEMENT PROJECT, APPROPRIATING FUNDS, AND
DECLARING AN EMERGENCY**

Whereas, Council is hereby authorizing the Mayor to enter into a contract with EMH&T for the administration/inspecting/testing services for the 2021 Street Improvement Project.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T in the amount of \$111,000.00 for inspection services for the 2021 Street Improvement Project.

SECTION 2. That an amount of \$111,000.00 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0178.5651 Street Resurfacing.

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

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



Engineers, Surveyors, Planners, Scientists

March 24, 2021

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

Subject: 2021 Reynoldsburg Street Program
 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 2021 Reynoldsburg Street Program. We understand the scope includes replacement of curbs, roadway surface, and preventative maintenance items. Strawser Paving Company is the apparent low bidder. The City of Reynoldsburg has not yet chosen which additional bids or alternate contracts to award.

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

Construction Representation/Contract Administration

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

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

- Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.

Resident/Standby Project Representation

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

Subconsultant: Material Testing

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

Project Closeout

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

Clarifications and Exclusions

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

The Scope of Services does not include the following:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of April 2021 through August 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 tables below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY**Contract A - Base Bid**

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$12,505.00
Design Consultation During Construction	\$3,835.00
Resident/Standby Representation	\$32,460.00
EMH&T Labor Fee	\$48,800.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$4,872.00
PROJECT TOTAL FEE	\$53,672.00

Contract A - Additional Bid 1 - Priestly Dr.

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$10,025.00
Design Consultation During Construction	\$2,990.00
Resident/Standby Representation	\$25,920.00
EMH&T Labor Fee	\$38,935.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$1,615.00
PROJECT TOTAL FEE	\$40,550.00

Contract A - Additional Bid 1 - Crofton Pl.

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,455.00
Design Consultation During Construction	\$1,240.00
Resident/Standby Representation	\$8,080.00
EMH&T Labor Fee	\$12,775.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$782.00
PROJECT TOTAL FEE	\$13,557.00

Contract A - Additional Bid 3 - Livingston Parking Lots

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$1,060.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,070.00
EMH&T Labor Fee	\$3,805.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$455.00
PROJECT TOTAL FEE	\$4,260.00

Contract A - Additional Bid 4 - Sidewalk Replacement

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$2,720.00
Design Consultation During Construction	\$930.00
Resident/Standby Representation	\$7,240.00
Resident Assessment Tracking and Calculations (fixed cost)	\$4,800.00
EMH&T Labor Fee	\$15,690.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$937.00
PROJECT TOTAL FEE	\$16,627.00

Contract B - Crack Sealing

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,230.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,840.00
EMH&T Labor Fee	\$6,745.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$87.00
PROJECT TOTAL FEE	\$6,832.00

Contract C - Asphalt Rejuvenation

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,110.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,070.00
EMH&T Labor Fee	\$5,855.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$75.00
PROJECT TOTAL FEE	\$5,930.00

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

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

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

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

DATE: **April 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **2021 Sidewalk Inspection Services**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A WITH EMH&T
FOR INSPECTION SERVICES PERTAINING TO THE 2021 SIDEWALK PROGRAM
PHASE VII, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY**

Whereas, Council is hereby authorizing the Mayor to enter into a contract with EMH&T for the administration/inspecting/testing services for the 2021 Sidewalk Program Phase VII.

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 in the amount of \$16,627.00 for inspection services for the 2021 Sidewalk Program Phase VII.

SECTION 2. That an amount of \$16,627.00 from the unappropriated Sidewalk Construction Fund (420) be appropriated to account 420.000.0007.5653 Phase VII Sidewalk Program.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city to meet contract deadlines and complete the project on schedule;

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

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



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: 2021 Reynoldsburg Street Program
 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 2021 Reynoldsburg Street Program. We understand the scope includes replacement of curbs, roadway surface, and preventative maintenance items. Strawser Paving Company is the apparent low bidder. The City of Reynoldsburg has not yet chosen which additional bids or alternate contracts to award.

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

Construction Representation/Contract Administration

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

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

- Re-inspect punch list work until completed in accordance with the contract documents.
 - Submit a recommendation for acceptance of the project.
- Copies of correspondence, change orders, submittals, pay estimates, daily observation reports, and record drawings are retained by EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the Owner for future retention.

Resident/Standby Project Representation

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

Subconsultant: Material Testing

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

Project Closeout

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

Clarifications and Exclusions

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

The Scope of Services does not include the following:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of April 2021 through August 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 tables below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY**Contract A - Base Bid**

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$12,505.00
Design Consultation During Construction	\$3,835.00
Resident/Standby Representation	\$32,460.00
EMH&T Labor Fee	\$48,800.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$4,872.00
PROJECT TOTAL FEE	\$53,672.00

Contract A - Additional Bid 1 - Priestly Dr.

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$10,025.00
Design Consultation During Construction	\$2,990.00
Resident/Standby Representation	\$25,920.00
EMH&T Labor Fee	\$38,935.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$1,615.00
PROJECT TOTAL FEE	\$40,550.00

Contract A - Additional Bid 1 - Crofton Pl.

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,455.00
Design Consultation During Construction	\$1,240.00
Resident/Standby Representation	\$8,080.00
EMH&T Labor Fee	\$12,775.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$782.00
PROJECT TOTAL FEE	\$13,557.00

Contract A - Additional Bid 3 - Livingston Parking Lots

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$1,060.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,070.00
EMH&T Labor Fee	\$3,805.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$455.00
PROJECT TOTAL FEE	\$4,260.00

Contract A - Additional Bid 4 - Sidewalk Replacement

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$2,720.00
Design Consultation During Construction	\$930.00
Resident/Standby Representation	\$7,240.00
Resident Assessment Tracking and Calculations (fixed cost)	\$4,800.00
EMH&T Labor Fee	\$15,690.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$937.00
PROJECT TOTAL FEE	\$16,627.00

Contract B - Crack Sealing

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,230.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,840.00
EMH&T Labor Fee	\$6,745.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$87.00
PROJECT TOTAL FEE	\$6,832.00

Contract C - Asphalt Rejuvenation

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$3,110.00
Design Consultation During Construction	\$675.00
Resident/Standby Representation	\$2,070.00
EMH&T Labor Fee	\$5,855.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$75.00
PROJECT TOTAL FEE	\$5,930.00

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

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

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: April 12, 2021****TO: Public Service and Transportation Committee****RE: Main Street Improvements**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH COMPLETE GENERAL CONSTRUCTION PERTAINING TO THE MAIN
STREET IMPROVEMENT PROJECT (DAVIDSON DRIVE TO JACKSON STREET),
APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg received multiple bids for the Main Street Improvement Project (Davidson Drive to Jackson Street); and

WHEREAS, the City Engineer has reviewed the proposals that were submitted and has determined that the lowest and most responsible bidder for the project is Complete General Construction; and

WHEREAS, the City Engineer has also concluded that Complete General Construction has the ability, the resources, and the experience to properly complete the project and has recommended that the contract for the Main Street Improvement Project (Davidson Drive to Jackson Street) be awarded to Complete General Construction at a base bid of \$3,447,202.03.

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

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Complete General Construction for the main Street Improvement Project (Davidson Drive to Jackson Street) for a base bid of \$3,447,202.00 plus an additional \$172,360.14 (5%) for contingency purposes.

SECTION 2. That an amount of \$295,000.00 from the unappropriated Storm Water Fund (740) be appropriated to account 740.000.0170.5623 Stormwater Lines.

SECTION 3. That an amount of \$200,000.00 from the unappropriated Permissive Tax Fund (230) be appropriated to account 230.000.0170.5659 Miscellaneous Infrastructure.

SECTION 4. That an amount of \$952,202.83 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0170.5659 East Main Street Improvements.

SECTION 5. That an amount of \$172,360.14 from the unappropriated Capital Improvement Project Fund (410) be appropriated to account 410.000.0170.5659 East Main Street Improvements for contingency purposes.

SECTION 6: That to fund the services referred to in Section 1, the Auditor is hereby authorized to appropriate all monies to unappropriated Capital Improvement Project Fund (410) in account 410.000.0170.5651 that are to be received from the Ohio Public Works Commission (OPWC) which include a \$502,000.00 low interest loan and a \$1,497,999.00 Grant.

SECTION 7. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city to meet contract deadlines and meet OPWC timelines; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



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. Survey
 - 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.

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

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

February 2, 2021

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:

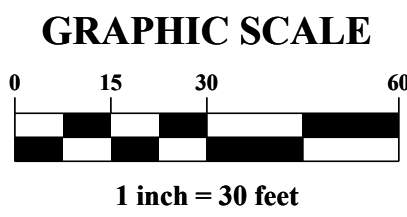
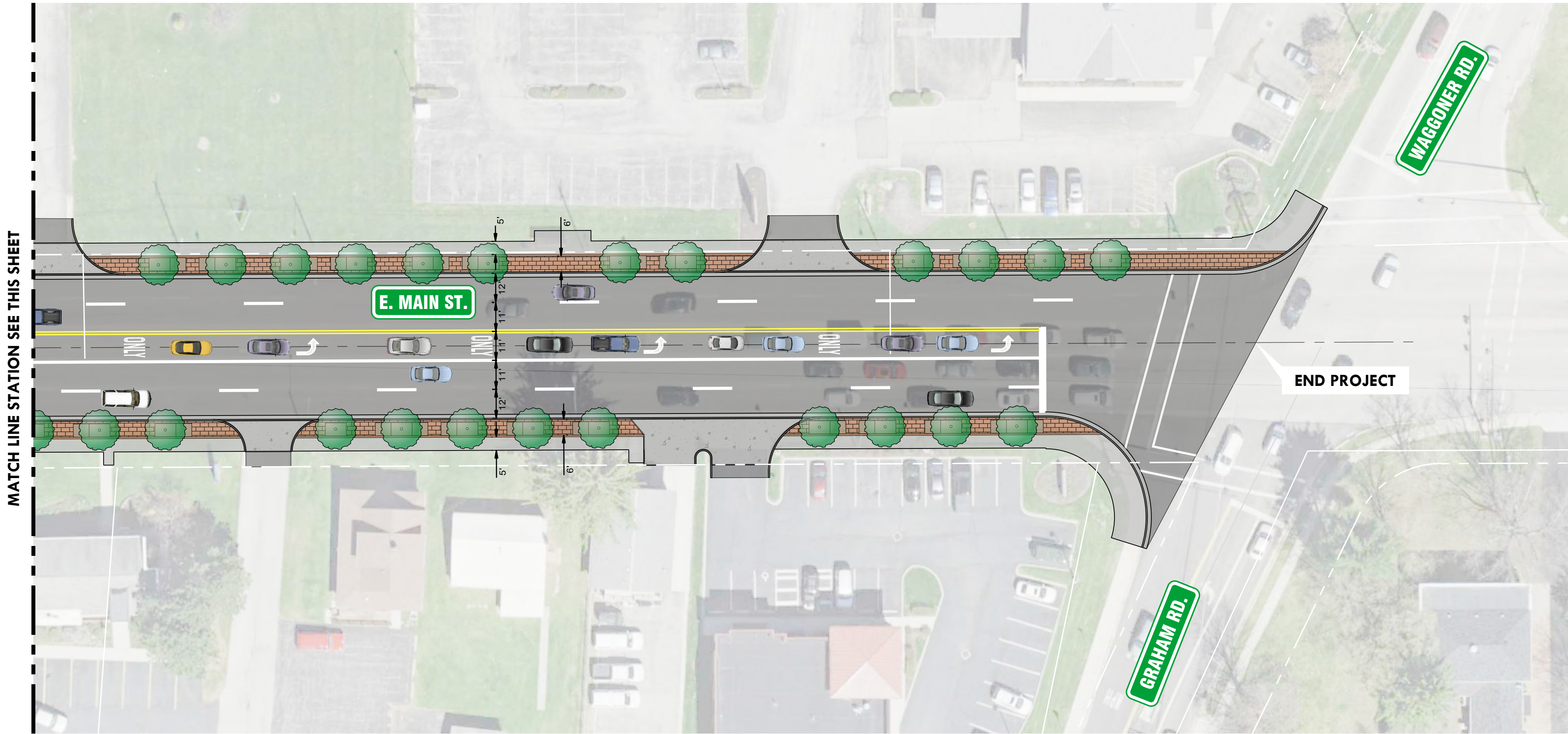
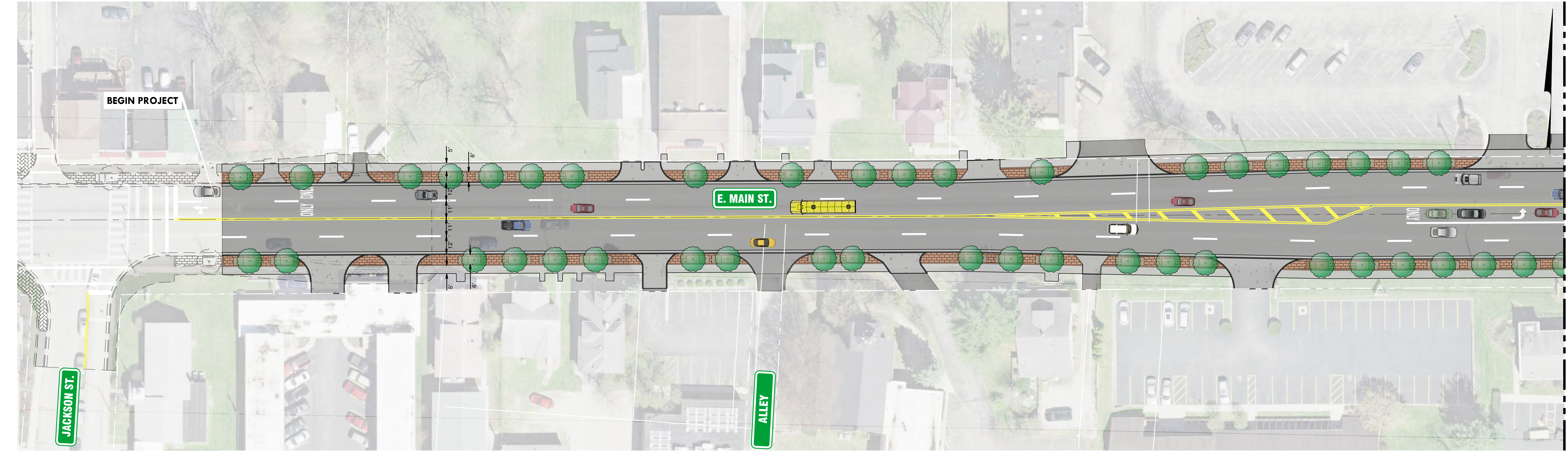
APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

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REVISIONS		
MARK	DATE	DESCRIPTION

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
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Reynoldsburg
OHIO • 1839

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
**EAST MAIN STREET
PHASE 2**

DATE July 2019	JOB NO. 2020-0050
SCALE 1" = 30'	SHEET 1/1

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	Gl 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) (Main Street Improvements)

CITY OF REYNOLDSBURG, OHIO													
East Main Street - Phase 1													
EMH&T JN: 2020-0532													
Bids Received: March 5, 2021													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction 1221 5th Avenue Columbus, Ohio 43219		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Shelly & Sands, Inc 1515 Hamilton Ave Columbus, Ohio 43218	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Roadway													
1	CMSC	202	Existing Curb Removed	2,830	L.F.	\$10.00	\$28,300.00	\$6.00	\$16,980.00	\$11.20	\$31,696.00	\$6.00	\$16,980.00
2	CMSC	202	Existing Driveway Approach Removed	876	S.Y.	\$15.00	\$13,140.00	\$15.00	\$13,140.00	\$18.00	\$15,768.00	\$9.00	\$7,884.00
3	CMSC	203	Existing Pavement Removed	150	S.Y.	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$19.00	\$2,850.00	\$35.00	\$5,250.00
4	CMSC	253	Full Depth Pavement Repair	551	S.Y.	\$120.00	\$66,120.00	\$120.00	\$66,120.00	\$122.00	\$67,222.00	\$116.50	\$64,191.50
5	CMSC	253	Full Depth Pavement Repair, Over Utility Trench	947	S.Y.	\$120.00	\$113,640.00	\$120.00	\$113,640.00	\$122.00	\$115,534.00	\$65.00	\$61,555.00
6	CMSC	253*	Full Depth Pavement Repair, As Directed	484	S.Y.	\$120.00	\$58,080.00	\$130.00	\$62,920.00	\$122.00	\$59,048.00	\$116.50	\$56,386.00
7	CMSC	254	Pavement Planing, (T=3.25-in)	9,664	S.Y.	\$2.50	\$24,160.00	\$3.05	\$29,475.20	\$4.75	\$45,904.00	\$2.85	\$27,542.40
8	CMSC	407	Tack Coat (0.1Gal / SY)	1,933	Gal.	\$4.50	\$8,698.50	\$4.50	\$8,698.50	\$4.40	\$8,505.20	\$3.25	\$6,282.25
9	CMSC	441	Asphalt Concrete, Intermediate Course, Type 2, (448) (T=1.75-in)	963	Tons	\$80.00	\$77,040.00	\$102.00	\$98,226.00	\$80.00	\$77,040.00	\$88.00	\$84,744.00
10	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 70-22M, (T=1.50-in)	826	Tons	\$90.00	\$74,340.00	\$122.00	\$100,772.00	\$92.00	\$75,992.00	\$109.00	\$90,034.00
11	CMSC	441*	Asphalt Concrete, Levelling Course, Type 1, (448), (T=+/- 1.0-in)	300	Tons	\$95.00	\$28,500.00	\$114.00	\$34,200.00	\$86.00	\$25,800.00	\$100.00	\$30,000.00
12	CMSC	452	Commercial Concrete Drive Approach, Class "COC MS", (T=8-in)	792	S.Y.	\$90.00	\$71,280.00	\$75.00	\$59,400.00	\$107.00	\$84,744.00	\$128.00	\$101,376.00
13	CMSC	452	Residential Concrete Drive Approach, Class "COC MS", (T=6-in)	85	S.Y.	\$75.00	\$6,375.00	\$75.00	\$6,375.00	\$72.00	\$6,120.00	\$100.00	\$8,500.00
14	CMSC	605	4-in Shallow Pipe Underdrain	2,533	L.F.	\$8.50	\$21,530.50	\$16.00	\$40,528.00	\$8.00	\$20,264.00	\$9.45	\$23,936.85
15	CMSC	609	Modified Height Straight Concrete Curb, Per Detail	2,473	L.F.	\$30.00	\$74,190.00	\$26.00	\$64,298.00	\$36.00	\$89,028.00	\$29.00	\$71,717.00
16	CMSC	609	Straight 18-in Concrete Curb, Per R-8	423	L.F.	\$30.00	\$12,690.00	\$35.00	\$14,805.00	\$62.00	\$26,226.00	\$50.00	\$21,150.00
17	CMSC	609	Commercial Driveway Concrete Curb	62	L.F.	\$30.00	\$1,860.00	\$45.00	\$2,790.00	\$38.00	\$2,356.00	\$50.00	\$3,100.00
18	CMSC	SPEC	Concrete Bus Pad, Class "COC FS", (Per COC Std Dwg 2332)	227	S.Y.	\$140.00	\$31,780.00	\$120.00	\$27,240.00	\$125.00	\$28,375.00	\$135.00	\$30,645.00
Hardscape													
19	CMSC	517	Handrails	52	L.F.	\$200.00	\$10,400.00	\$180.00	\$9,360.00	\$280.00	\$14,560.00	\$1,050.00	\$54,600.00
20	CMSC	605	4-in Unclassified Pipe Underdrain, As Per Plan	42.00	L.F.	\$8.50	\$357.00	\$16.00	\$672.00	\$23.00	\$966.00	\$16.00	\$672.00
21	CMSC	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class "COC 5", Buff Wash	16,200	S.F.	\$11.00	\$178,200.00	\$13.50	\$218,700.00	\$11.10	\$179,820.00	\$10.00	\$162,000.00
22	CMSC	608	ADA Curb Ramp	32	Ea.	\$1,500.00	\$48,000.00	\$250.00	\$8,000.00	\$230.00	\$7,360.00	\$170.00	\$5,440.00
23	CMSC	608	Detectable Warning System, 2-ft x 2.5-ft, Type E, Gray Ductile Iron (2 per ramp) (Per COC SS 1551)	64	Ea.	\$500.00	\$32,000.00	\$250.00	\$16,000.00	\$170.00	\$10,880.00	\$250.00	\$16,000.00
24	CMSC	608	Concrete Steps	135	S.F.	\$70.00	\$9,450.00	\$120.00	\$16,200.00	\$175.00	\$23,625.00	\$160.00	\$21,600.00
25	CMSC	609	Integral Concrete Curb, As Per Plan	21	LF	\$25.00	\$525.00	\$40.00	\$840.00	\$35.00	\$735.00	\$95.00	\$1,995.00
26	CMSC	SPEC	Brick Paver Walk, As Per Plan	8,868	S.F.	\$22.00	\$195,096.00	\$23.25	\$206,181.00	\$24.75	\$219,483.00	\$20.00	\$177,360.00
27	CMSC	SPEC	Heavy-Duty Brick Pavers, As Per Plan	1,078	S.F.	\$28.00	\$30,184.00	\$28.00	\$30,184.00	\$34.50	\$37,191.00	\$38.00	\$40,964.00
28	CMSC	SPEC	Paver Edge Restraint, As Per Plan	1,480	L.F.	\$15.00	\$22,200.00	\$7.50	\$11,100.00	\$9.00	\$13,320.00	\$12.75	\$18,870.00
29	SPEC	SPEC	Retaining Wall, As Per Plan	300	L.F.	\$700.00	\$210,000.00	\$1,000.00	\$300,000.00	\$815.00	\$244,500.00	\$1,130.00	\$339,000.00
Landscape and Furnishings													
30	CMSC	203	Planter Pit Excavation, As Per Plan	200	C.Y.	\$30.00	\$6,000.00	\$45.00	\$9,000.00	\$73.00	\$14,600.00	\$65.00	\$13,000.00
31	CMSC	203	Excavation	50	CY	\$18.00	\$900.00	\$20.00	\$1,000.00	\$72.00	\$3,600.00	\$72.00	\$3,600.00
32	CMSC	204	Subgrade Compaction	188	SY	\$3.00	\$564.00	\$3.00	\$564.00	\$5.35	\$1,005.80	\$8.00	\$1,504.00
33	CMSC	661	Deciduous Tree, As Per Plan	35	Ea.	\$700.00	\$24,500.00	\$933.76	\$32,681.60	\$985.00	\$34,475.00	\$935.00	\$32,725.00
34	CMSC	661	Plantings, As Per Plan	2,660	S.F.	\$10.00	\$26,600.00	\$7.95	\$21,147.00	\$7.80	\$20,748.00	\$8.00	\$21,280.00
35	CMSC	651	Topsoil Stripping and Stockpiling	17	CY	\$10.00	\$170.00	\$15.00	\$255.00	\$21.00	\$357.00	\$15.00	\$255.00
36	CMSC	652	Respread Topsoil	17	CY	\$18.00	\$306.00	\$20.00	\$340.00	\$65.00	\$1,105.00	\$45.00	\$765.00
37	CMSC	653	Planting Soil Mixture, As Per Plan	200	CY	\$80.00	\$16,000.00	\$62.48	\$12,496.00	\$66.00	\$13,200.00	\$63.00	\$12,600.00
38	CMSC	659	3" Shredded Hardwood Mulch, As Per Plan	25	CY	\$70.00	\$1,750.00	\$92.82	\$2,320.50	\$68.00	\$1,700.00	\$93.00	\$2,325.00
39	CMSC	659	Seeded Lawn Repair, As Per Plan	1,400	S.Y.	\$2.00	\$2,800.00	\$2.76	\$3,864.00	\$1.55	\$2,170.00	\$2.80	\$3,920.00
40	CMSC	SPEC	Decorative Planter Guard, As Per Plan	1,445	L.F.	\$75.00	\$108,375.00	\$105.26	\$152,100.70	\$85.75	\$123,908.75	\$95.00	\$137,275.00
41	CMSC	SPEC	Bench - 5'-0" Length, As Per Plan	8	Ea.	\$2,500.00	\$20,000.00	\$2,646.15	\$21,169.20	\$2,600.00	\$20,800.00	\$2,100.00	\$16,800.00
42	CMSC	SPEC	Bench - 6'-0" Length, As Per Plan	3	Ea.	\$2,500.00	\$7,500.00	\$2,646.15	\$7,938.45	\$2,600.00	\$7,800.00	\$2,100.00	\$6,300.00
43	CMSC	SPEC	Trash Receptacle, As Per Plan	6	Ea.	\$2,000.00	\$12,000.00	\$2,600.64	\$15,603.84	\$2,600.00	\$15,600.00	\$2,600.00	\$15,600.00
44	CMSC	SPEC	Bike Rocks, As Per Plan	6	Ea.	\$5,000.00	\$30,000.00	\$985.26	\$5,911.56	\$935.00	\$5,610.00	\$850.00	\$5,100.00
45	CMSC	SPEC	Business Sign Relocation, As Per Plan	1	Ea.	\$1,250.00	\$1,250.00	\$1,190.05	\$1,190.05	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00
46	CMSC	SPEC	Business Sign, As Per Plan	5	Ea.	\$2,250.00	\$11,250.00	\$1,750.00	\$8,750.00	\$5,300.00	\$26,500.00	\$2,500.00	\$12,500.00
Storm Sewer													
47	CMSC	202	Existing Curb Inlet Removed	7	Ea.	\$500.00	\$3,500.00	\$389.54	\$2,726.78	\$560.00	\$3,920.00	\$150.00	\$1,050.00
48	CMSC	202	Existing Catch Basin Removed	4	Ea.	\$500.00	\$2,000.00	\$422.31	\$1,689.24	\$560.00	\$2,240.00	\$150.00	\$600.00
49	CMSC	202	Existing Storm Manhole Removed	6	Ea.	\$500.00	\$3,000.00	\$550.00	\$3,300.00	\$560.00	\$3,360.00	\$150.00	\$900.00
50	CMSC	203	Excavation and Embankment, As Per Plan	1	L.S.	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$120,000.00	\$120,000.00
51	CMSC	203*	Excavation, Increase or Decrease	50	C.Y.	\$40.00	\$2,000.00	\$25.00	\$1,250.00	\$73.00	\$3,650.00	\$40.00	\$2,000.00
52	CMSC	203*	Embankment, Increase or Decrease	50	C.Y.	\$40.00	\$2,000.00	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$22.00	\$1,100.00
53	CMSC	601	Rock Channel Protection, Type B with Filter	20	C.Y.	\$200.00	\$4,000.00	\$120.00	\$2,400.00	\$155.00	\$3,100.00	\$120.00	\$2,400.00
54	CMSC	602	Concrete Masonry, Full-Height Headwall, (Per COC Std Dwg AA-S168)	4	C.Y.	\$1,500.00	\$6,000.00	\$950.00	\$3,800.00	\$1,375.00	\$5,500.00	\$1,200.00	\$4,800.00
55	CMSC	602	Concrete Masonry, Half-Height Headwall, (Per ODOT Std Dwg HW-2.2)	1	C.Y.	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00
56	CMSC	604	Curb and Gutter Inlet, (Per ST-10), As Per Plan	16	Ea.	\$2,500.00	\$40,000.00	\$2,900.00	\$46,400.00	\$2,000.00	\$32,000.00	\$2,500.00	\$40,000.00

Attachment: East Main Street (Davidson Drive to Jackson Street) - Bid Tab (Main Street Improvements)

CITY OF REYNOLDSBURG, OHIO													
East Main Street - Phase 1													
EMH&T JN: 2020-0532													
Bids Received: March 5, 2021													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction 1221 5th Avenue Columbus, Ohio 43219		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Shelly & Sands, Inc 1515 Hamilton Ave Columbus, Ohio 43218	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
57	CMSC	604	Manhole, Type C, With Curb and Gutter Inlet Casting, As Per Plan	1	Ea.	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,600.00	\$4,600.00	\$3,200.00	\$3,200.00
58	CMSC	604	Manhole, Type C, (Per ST-3)	2	Ea.	\$4,000.00	\$8,000.00	\$4,176.23	\$8,352.46	\$4,800.00	\$9,600.00	\$3,250.00	\$6,500.00
59	CMSC	604	Manhole, Type C, With Concrete Collar, (Per ST-3), As Per Plan	8	Ea.	\$4,500.00	\$36,000.00	\$4,500.00	\$36,000.00	\$4,200.00	\$33,600.00	\$4,900.00	\$39,200.00
60	CMSC	604	Manhole, Adjust to Grade, With Concrete Collar (Storm and Sanitary), As Per Plan	7	Ea.	\$500.00	\$3,500.00	\$950.00	\$6,650.00	\$1,500.00	\$10,500.00	\$1,900.00	\$13,300.00
61	CMSC	604	Catch Basin, Adjust to Grade, With Concrete Collar, As Per Plan	1	Ea.	\$500.00	\$500.00	\$850.00	\$850.00	\$1,400.00	\$1,400.00	\$900.00	\$900.00
62	CMSC	901	12-in Storm Sewer with Type 1 Bedding and Type A Backfill	632	L.F.	\$100.00	\$63,200.00	\$100.00	\$63,200.00	\$113.00	\$71,416.00	\$90.00	\$56,880.00
63	CMSC	901	18-in Storm Sewer with Type 1 Bedding and Type A Backfill	1,071	L.F.	\$110.00	\$117,810.00	\$115.00	\$123,165.00	\$122.00	\$130,662.00	\$100.00	\$107,100.00
64	CMSC	901	24-in Storm Sewer with Type 1 Bedding and Type A Backfill	61	L.F.	\$120.00	\$7,320.00	\$165.00	\$10,065.00	\$182.00	\$11,102.00	\$150.00	\$9,150.00
65	CMSC	901	30-in Storm Sewer with Type 1 Bedding and Type A Backfill	177	L.F.	\$135.00	\$23,895.00	\$185.00	\$32,745.00	\$172.00	\$30,444.00	\$152.00	\$26,904.00
Traffic Signal													
66	CMSC	625	Conduit Encased, 2", 725.051	37	L.F.	\$20.00	\$740.00	\$22.00	\$814.00	\$23.00	\$851.00	\$23.00	\$851.00
67	CMSC	625	Conduit, 2", 725.051	718	L.F.	\$10.00	\$7,180.00	\$7.25	\$5,205.50	\$7.50	\$5,385.00	\$7.50	\$5,385.00
68	CMSC	625	Conduit, 3", 725.051	2,178	L.F.	\$12.00	\$26,136.00	\$10.50	\$22,869.00	\$11.00	\$23,958.00	\$11.00	\$23,958.00
69	CMSC	625	Conduit, 2", 725.04, Jacked or Drilled, As Per Plan	730	L.F.	\$25.00	\$18,250.00	\$32.50	\$23,725.00	\$34.00	\$24,820.00	\$34.00	\$24,820.00
70	CMSC	625	Conduit, 3", 725.04, Jacked or Drilled, As Per Plan	219	L.F.	\$30.00	\$6,570.00	\$38.75	\$8,486.25	\$40.00	\$8,760.00	\$40.00	\$8,760.00
71	CMSC	625	Pull Box, 725.06, 12"x18", As Per Plan	3	Ea.	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$520.00	\$1,560.00	\$525.00	\$1,575.00
72	CMSC	625	Pull Box, 725.08, 27" (COC Std 4022), As Per Plan	3	Ea.	\$1,300.00	\$3,900.00	\$1,450.00	\$4,350.00	\$1,500.00	\$4,500.00	\$1,525.00	\$4,575.00
73	CMSC	625	Pull Box, 725.08, 32", (COC Std 4023), As Per Plan	7	Ea.	\$1,500.00	\$10,500.00	\$1,700.00	\$11,900.00	\$1,800.00	\$12,600.00	\$1,750.00	\$12,250.00
74	CMSC	625	Trench	1,401	L.F.	\$10.00	\$14,010.00	\$8.25	\$11,558.25	\$8.50	\$11,908.50	\$8.50	\$11,908.50
75	CMSC	625	Plastic Caution Tape	1,395	L.F.	\$1.00	\$1,395.00	\$0.65	\$906.75	\$0.70	\$976.50	\$0.70	\$976.50
76	CMSC	625	Ground Rod	16	Ea.	\$200.00	\$3,200.00	\$250.00	\$4,000.00	\$260.00	\$4,160.00	\$260.00	\$4,160.00
77	CMSC	625	Luminaire, Post Top, As Per Plan	7	Ea.	\$1,500.00	\$10,500.00	\$850.00	\$5,950.00	\$880.00	\$6,160.00	\$900.00	\$6,300.00
78	CMSC	625	Connection, Fused Pull-Apart, Type II	7	Ea.	\$75.00	\$525.00	\$100.00	\$700.00	\$105.00	\$735.00	\$105.00	\$735.00
79	CMSC	625	Connection, Unfused Pull-Apart, Type III	7	Ea.	\$75.00	\$525.00	\$100.00	\$700.00	\$105.00	\$735.00	\$105.00	\$735.00
80	CMSC	625	No. 8 AWG 600 Volt Distribution Cable (Combination Lighting)	942	L.F.	\$2.50	\$2,355.00	\$2.25	\$2,119.50	\$2.35	\$2,213.70	\$2.35	\$2,213.70
81	CMSC	625	No. 4 AWG 600 Volt Distribution Cable, As Per Plan (Grounding and Bonding)	878	L.F.	\$3.00	\$2,634.00	\$2.25	\$1,975.50	\$2.35	\$2,063.30	\$2.35	\$2,063.30
82	CMSC	625	Pole and Bracket Cable, NO. 10 AWG, 600 Volt	280	L.F.	\$2.00	\$560.00	\$2.00	\$560.00	\$2.10	\$588.00	\$2.10	\$588.00
83	CMSC	630	Street Name Sign, As Per Plan	8	Ea.	\$500.00	\$4,000.00	\$485.00	\$3,880.00	\$505.00	\$4,040.00	\$400.00	\$3,200.00
84	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	18	S.F.	\$35.00	\$630.00	\$40.00	\$720.00	\$41.00	\$738.00	\$40.00	\$720.00
85	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	2	Ea.	\$500.00	\$1,000.00	\$735.00	\$1,470.00	\$764.00	\$1,528.00	\$450.00	\$900.00
86	CMSC	630	Sign Hanger Assembly, Mast Arm, As Per Plan	14	Ea.	\$500.00	\$7,000.00	\$795.00	\$11,130.00	\$826.00	\$11,564.00	\$450.00	\$6,300.00
87	CMSC	630	Removal and Reerect Mast Arm Mounted Sign	4	Ea.	\$200.00	\$800.00	\$485.00	\$1,940.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00
88	CMSC	632	Removal of Traffic Signal Installation, As Per Plan	3	Ea.	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$4,100.00	\$12,300.00	\$4,250.00	\$12,750.00
89	CMSC	632	Vehicular Signal Head, LED, 3-Section, w/ Backplate, 12" Lens, 1-Way, As Per Plan	11	Ea.	\$1,000.00	\$11,000.00	\$860.00	\$9,460.00	\$900.00	\$9,900.00	\$900.00	\$9,900.00
90	CMSC	632	Vehicular Signal Head, LED, 3-Section, w/o Backplate, 12" Lens, 1-Way, As Per Plan	2	Ea.	\$1,000.00	\$2,000.00	\$780.00	\$1,560.00	\$800.00	\$1,600.00	\$825.00	\$1,650.00
91	CMSC	632	Vehicular Signal Head, LED, 5-Section, w/ Backplate, 12" Lens, 1-Way, As Per Plan	5	Ea.	\$1,500.00	\$7,500.00	\$1,300.00	\$6,500.00	\$1,350.00	\$6,750.00	\$1,375.00	\$6,875.00
92	CMSC	632	Vehicular Signal Head, LED, 5-Section, w/o Backplate, 12" Lens, 1-Way, As Per Plan	2	Ea.	\$1,500.00	\$3,000.00	\$1,120.00	\$2,240.00	\$1,160.00	\$2,320.00	\$1,200.00	\$2,400.00
93	CMSC	632	Pedestrian Signal Head, As Per Plan	20	Ea.	\$800.00	\$16,000.00	\$525.00	\$10,500.00	\$540.00	\$10,800.00	\$550.00	\$11,000.00
94	CMSC	632	Covering of Vehicular Signal Head	20	Ea.	\$50.00	\$1,000.00	\$30.00	\$600.00	\$32.00	\$640.00	\$30.00	\$600.00
95	CMSC	632	Covering of Pedestrian Signal Head	20	Ea.	\$50.00	\$1,000.00	\$25.00	\$500.00	\$26.00	\$520.00	\$25.00	\$500.00
96	CMSC	632	Covering of Pedestrian Pushbutton	8	Ea.	\$50.00	\$400.00	\$25.00	\$200.00	\$26.00	\$208.00	\$25.00	\$200.00
97	CMSC	632	Pedestrian Pushbutton, As Per Plan	8	Ea.	\$400.00	\$3,200.00	\$220.00	\$1,760.00	\$230.00	\$1,840.00	\$235.00	\$1,880.00
98	CMSC	632	Signal Support, Type TC-81.22, Design No. 4, As Per Plan	3	Ea.	\$15,000.00	\$45,000.00	\$13,500.00	\$40,500.00	\$14,000.00	\$42,000.00	\$14,250.00	\$42,750.00
99	CMSC	632	Signal Support, Type TC-81.22, Design No. 13, As Per Plan	3	Ea.	\$18,000.00	\$54,000.00	\$18,000.00	\$54,000.00	\$19,000.00	\$57,000.00	\$19,050.00	\$57,150.00
100	CMSC	632	Signal Support Foundation, As Per Plan	6	Ea.	\$5,000.00	\$30,000.00	\$6,600.00	\$39,600.00	\$6,800.00	\$40,800.00	\$6,900.00	\$41,400.00
101	CMSC	632	Pedestal Foundation, As Per Plan	5	Ea.	\$1,000.00	\$5,000.00	\$1,050.00	\$5,250.00	\$1,100.00	\$5,500.00	\$1,100.00	\$5,500.00
102	CMSC	632	Pedestal, 10.7', As Per Plan	5	Ea.	\$2,500.00	\$12,500.00	\$1,600.00	\$8,000.00	\$1,700.00	\$8,500.00	\$1,675.00	\$8,375.00
103	CMSC	632	Signal Cable, 7 Conductor, No. 14 AWG	2,595	L.F.	\$2.50	\$6,487.50	\$3.00	\$7,785.00	\$3.15	\$8,174.25	\$3.25	\$8,433.75
104	CMSC	632	Loop Detector Lead-in Cable	941	L.F.	\$2.00	\$1,882.00	\$1.75	\$1,646.75	\$1.80	\$1,693.80	\$1.90	\$1,787.90
105	CMSC	632	Conduit Riser, 2" Diameter, SCH 80	1	Ea.	\$800.00	\$800.00	\$700.00	\$700.00	\$725.00	\$725.00	\$725.00	\$725.00
106	CMSC	632	Power Cable, 2 Conductor, No. 6 AWG, As Per Plan	236	L.F.	\$4.00	\$944.00	\$7.00	\$1,652.00	\$7.25	\$1,711.00	\$7.25	\$1,711.00
107	CMSC	632	Power Service, As Per Plan	2	Ea.	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$4,100.00	\$8,200.00	\$4,250.00	\$8,500.00
108	CMSC	632	Signalization, Misc: Stop Line Radar Detection Unit	9	Ea.	\$7,000.00	\$63,000.00	\$6,800.00	\$61,200.00	\$7,000.00	\$63,000.00	\$7,100.00	\$63,900.00
109	CMSC	633	Controller Unit, Type TS-2/A2 w/ Cabinet, Type TS-2, As Per Plan	2	Ea.	\$18,000.00	\$36,000.00	\$17,500.00	\$35,000.00	\$18,200.00	\$36,400.00	\$18,250.00	\$36,500.00
110	CMSC	633	Cabinet Foundation	2	Ea.	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00	\$3,100.00	\$6,200.00	\$3,150.00	\$6,300.00
111	CMSC	633	Controller Work Pad	2	Ea.	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,583.00	\$3,166.00
112	CMSC	633	Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan	2	Ea.	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00	\$5,800.00	\$11,600.00	\$5,815.00	\$11,630.00
113	CMSC	1001	Light Pole, As Per Plan	1	Ea.	\$1,700.00	\$1,700.00	\$1,650.00	\$1,650.00	\$1,700.00	\$1,700.00	\$1,725.00	\$1,725.00
114	CMSC	1001	Street Light Foundation, 4'	1	Ea.	\$850.00	\$850.00	\$1,150.00	\$1,150.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
115	CMSC	SPEC	Field Paint Signal Support	4	Ea.	\$1,000.00	\$4,000.00	\$4,000.00	\$16,000.00	\$4,100.00	\$16,400.00	\$4,200.00	\$16,800.00

Attachment: East Main Street (Davidson Drive to Jackson Street) - Bid Tab (Main Street Improvements)

CITY OF REYNOLDSBURG, OHIO													
East Main Street - Phase 1													
EMH&T JN: 2020-0532													
Bids Received: March 5, 2021													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction 1221 5th Avenue Columbus, Ohio 43219		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Shelly & Sands, Inc 1515 Hamilton Ave Columbus, Ohio 43218	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
Traffic Control													
116	CMSC	621	RPM	80	Ea.	\$50.00	\$4,000.00	\$50.00	\$4,000.00	\$48.00	\$3,840.00	\$48.00	\$3,840.00
117	CMSC	621	Raised Pavement Marker Removed	47	Ea.	\$20.00	\$940.00	\$12.00	\$564.00	\$11.25	\$528.75	\$9.00	\$423.00
118	CMSC	630	Ground Mounted Support, Decorative, As Per Plan	5	Ea.	\$1,000.00	\$5,000.00	\$2,950.00	\$14,750.00	\$3,050.00	\$15,250.00	\$1,500.00	\$7,500.00
119	CMSC	630	Ground Mounted Support, Type S, As Per Plan	210	L.F.	\$20.00	\$4,200.00	\$35.00	\$7,350.00	\$36.00	\$7,560.00	\$20.00	\$4,200.00
120	CMSC	630	Street Name Sign Support, Decorative Post, As Per Plan	1	Ea.	\$1,000.00	\$1,000.00	\$2,950.00	\$2,950.00	\$3,050.00	\$3,050.00	\$1,500.00	\$1,500.00
121	CMSC	630	Street Name Sign, As Per Plan	4	Ea.	\$300.00	\$1,200.00	\$545.00	\$2,180.00	\$560.00	\$2,240.00	\$300.00	\$1,200.00
122	CMSC	630	Sign Flat, Sheet, Type G, As Per Plan	256	S.F.	\$35.00	\$8,960.00	\$40.00	\$10,240.00	\$42.00	\$10,752.00	\$35.00	\$8,960.00
123	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	25	Ea.	\$100.00	\$2,500.00	\$185.00	\$4,625.00	\$195.00	\$4,875.00	\$175.00	\$4,375.00
124	CMSC	630	Removal of Ground Mounted Support and Disposal	17	Ea.	\$30.00	\$510.00	\$30.00	\$510.00	\$31.00	\$527.00	\$25.00	\$425.00
125	CMSC	630	Removal of Ground Mounted Sign and Storage, As Per Plan	26	Ea.	\$30.00	\$780.00	\$75.00	\$1,950.00	\$78.00	\$2,028.00	\$50.00	\$1,300.00
126	CMSC	630	Removal of Pole Mounted Sign and Storage, As Per Plan	27	Ea.	\$30.00	\$810.00	\$75.00	\$2,025.00	\$78.00	\$2,106.00	\$50.00	\$1,350.00
127	CMSC	630	Removal of Ground Mounted Sign and Reerection, As Per Plan	3	Ea.	\$60.00	\$180.00	\$250.00	\$750.00	\$260.00	\$780.00	\$125.00	\$375.00
128	CMSC	630	Removal of Pole Mounted Sign and Reerection, As Per Plan	6	Ea.	\$60.00	\$360.00	\$250.00	\$1,500.00	\$260.00	\$1,560.00	\$225.00	\$1,350.00
129	CMSC	630	Signing, Misc: Removal of School Flasher Assembly	2	Ea.	\$1,000.00	\$2,000.00	\$1,850.00	\$3,700.00	\$1,925.00	\$3,850.00	\$1,850.00	\$3,700.00
130	CMSC	630	Signing, Misc: Reuse of Solar Powered RRF8 Unit and Sign Assembly	2	Ea.	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00	\$1,800.00	\$3,600.00	\$1,750.00	\$3,500.00
131	CMSC	642	Parking Line	32	L.F.	\$4.00	\$128.00	\$4.00	\$128.00	\$54.00	\$1,728.00	\$4.00	\$128.00
132	CMSC	644	Edge Line, 4"	0.06	Mi.	\$15,000.00	\$900.00	\$4,500.00	\$270.00	\$3,800.00	\$228.00	\$4,500.00	\$270.00
133	CMSC	644	Lane Line, 4"	1	Mi.	\$2,000.00	\$1,020.00	\$2,215.00	\$1,129.65	\$1,900.00	\$969.00	\$2,215.00	\$1,129.65
134	CMSC	644	Center Line, 4"	0.25	Mi.	\$6,500.00	\$1,625.00	\$7,280.00	\$1,820.00	\$7,600.00	\$1,900.00	\$7,280.00	\$1,820.00
135	CMSC	644	Channelizing Line, 8"	510	L.F.	\$5.00	\$2,550.00	\$1.62	\$826.20	\$1.55	\$790.50	\$1.62	\$826.20
136	CMSC	644	Stop Line, 24"	295	L.F.	\$8.00	\$2,360.00	\$5.95	\$1,755.25	\$5.75	\$1,696.25	\$5.95	\$1,755.25
137	CMSC	644	Lane Arrow	14	Ea.	\$100.00	\$1,400.00	\$82.00	\$1,148.00	\$78.00	\$1,092.00	\$82.00	\$1,148.00
138	CMSC	644	Crosswalk Line, 10"	1,515	L.F.	\$6.00	\$9,090.00	\$2.80	\$4,242.00	\$2.85	\$4,317.75	\$2.80	\$4,242.00
139	CMSC	644	Removal of Pavement Marking	1,100	L.F.	\$10.00	\$11,000.00	\$1.15	\$1,265.00	\$2.25	\$2,475.00	\$1.15	\$1,265.00
140	CMSC	644	Removal of Pavement Marking	4	Ea.	\$250.00	\$1,000.00	\$164.00	\$656.00	\$74.00	\$296.00	\$164.00	\$656.00
141	CMSC	647	Lane Line, 4"	0.08	Mi.	\$4,000.00	\$320.00	\$3,950.00	\$316.00	\$18,000.00	\$1,440.00	\$3,950.00	\$316.00
142	CMSC	647	Center Line, 4"	0.07	Mi.	\$10,000.00	\$700.00	\$31,582.00	\$2,210.74	\$89,000.00	\$6,230.00	\$31,582.00	\$2,210.74
143	CMSC	647	Channelizing Line, 8"	35	L.F.	\$10.00	\$350.00	\$6.50	\$227.50	\$30.00	\$1,050.00	\$6.50	\$227.50
144	CMSC	647	Transverse Line, 24"	86	L.F.	\$15.00	\$1,290.00	\$17.35	\$1,492.10	\$16.00	\$1,376.00	\$17.35	\$1,492.10
145	CMSC	647	Lane Arrow	1	Ea.	\$200.00	\$200.00	\$244.00	\$244.00	\$656.00	\$656.00	\$244.00	\$244.00
146	CMSC	647	Crosswalk Line, 24"	90	L.F.	\$15.00	\$1,350.00	\$16.80	\$1,512.00	\$21.00	\$1,890.00	\$16.80	\$1,512.00
Street Lighting													
147	CMSC	1001	Conduit Riser, 2" Diameter, SCH 80	1	Ea.	\$800.00	\$800.00	\$710.50	\$710.50	\$740.00	\$740.00	\$725.00	\$725.00
148	CMSC	1001	Pull Box, 13"x24"	5	Ea.	\$750.00	\$3,750.00	\$860.00	\$4,300.00	\$900.00	\$4,500.00	\$900.00	\$4,500.00
149	CMSC	1001	Underground Circuit, 6-Wire (MIS-404), As Per Plan	2,486	Ckt-Ft	\$8.00	\$19,888.00	\$10.50	\$26,103.00	\$11.00	\$27,346.00	\$11.00	\$27,346.00
150	CMSC	1001	2 1/2" Conduit, Concrete Encased (MIS-700), As Per Plan	2,357	L.F.	\$20.00	\$47,140.00	\$20.00	\$47,140.00	\$21.00	\$49,497.00	\$20.00	\$47,140.00
151	CMSC	1001	2 1/2" Conduit-Jacking, Drilling, or Pushing (MIS-701), As Per Plan	290	L.F.	\$25.00	\$7,250.00	\$45.00	\$13,050.00	\$46.00	\$13,340.00	\$46.00	\$13,340.00
152	CMSC	1001	Street Light Foundation, 4' (MIS-200)	20	Ea.	\$850.00	\$17,000.00	\$1,150.00	\$23,000.00	\$1,200.00	\$24,000.00	\$1,200.00	\$24,000.00
153	CMSC	1001	Foundation Removal	25	Ea.	\$450.00	\$11,250.00	\$200.00	\$5,000.00	\$210.00	\$5,250.00	\$210.00	\$5,250.00
154	CMSC	1001	Pole to be Wired, (MIS-501), As Per Plan	20	Ea.	\$400.00	\$8,000.00	\$850.00	\$17,000.00	\$885.00	\$17,700.00	\$900.00	\$18,000.00
155	CMSC	1001	Existing Underground System Removal (MIS-900/902), As Per Plan	1	L.S.	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00	\$5,255.00	\$5,255.00
156	CMSC	1001	Light Pole, As Per Plan	20	Ea.	\$1,700.00	\$34,000.00	\$1,650.00	\$33,000.00	\$1,700.00	\$34,000.00	\$1,745.00	\$34,900.00
157	CMSC	1001	Luminaire, Post Top, As Per Plan	20	Ea.	\$1,500.00	\$30,000.00	\$750.00	\$15,000.00	\$780.00	\$15,600.00	\$795.00	\$15,900.00
158	CMSC	SPEC	Field Point Light Pole	3	Ea.	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$1,600.00	\$4,800.00	\$1,550.00	\$4,650.00
159	CMSC	SPEC	Maintain Existing Lighting	1	L.S.	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,250.00	\$4,250.00
Streetscape Demolition													
160	CMSC	201	Plant Bed/Landscape Stone Removal	563	S.F.	\$1.50	\$844.50	\$4.62	\$2,601.06	\$4.50	\$2,533.50	\$1.00	\$563.00
161	CMSC	202	Tree Removal	23	Ea.	\$750.00	\$17,250.00	\$500.00	\$11,500.00	\$365.00	\$8,395.00	\$200.00	\$4,600.00
162	CMSC	202	Tree Grate Removal	17	Ea.	\$150.00	\$2,550.00	\$200.00	\$3,400.00	\$235.00	\$3,995.00	\$70.00	\$1,190.00
163	CMSC	202	Retaining Wall Removal	278	L.F.	\$25.00	\$6,950.00	\$60.00	\$16,680.00	\$26.00	\$7,228.00	\$9.00	\$2,502.00
164	CMSC	202	Asphalt Removal	432	S.F.	\$2.00	\$864.00	\$2.00	\$864.00	\$4.60	\$1,987.20	\$1.00	\$432.00
165	CMSC	202	Sidewalk Removal	20,263	S.F.	\$2.00	\$40,526.00	\$2.00	\$40,526.00	\$2.50	\$50,657.50	\$0.50	\$10,131.50
166	CMSC	202	Business Sign Removal	7	Ea.	\$200.00	\$1,400.00	\$2,500.00	\$17,500.00	\$695.00	\$4,865.00	\$345.00	\$2,415.00
General Items													
167	CMSC	204*	Excavation and Disposal of Unsuitable Subgrade	50	C.Y.	\$40.00	\$2,000.00	\$20.00	\$1,000.00	\$31.00	\$1,550.00	\$40.00	\$2,000.00
168	CMSC	204*	Granular Embankment, No. 2 Limestone	50	C.Y.	\$50.00	\$2,500.00	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$42.00	\$2,100.00
169	CMSC	204*	Geogrid	200	S.Y.	\$5.00	\$1,000.00	\$3.00	\$600.00	\$4.75	\$950.00	\$2.00	\$400.00
170	CMSC	204*	Proof Rolling	2	Hr.	\$75.00	\$150.00	\$200.00	\$400.00	\$90.00	\$180.00	\$200.00	\$400.00
171	CMSC	207	Sediment Fence	1,360	L.F.	\$2.00	\$2,720.00	\$2.00	\$2,720.00	\$3.00	\$4,080.00	\$4.75	\$6,460.00

Attachment: East Main Street (Davidson Drive to Jackson Street) - Bid Tab (Main Street Improvements)

CITY OF REYNOLDSBURG, OHIO													
East Main Street - Phase 1													
EMH&T JN: 2020-0532													
Bids Received: March 5, 2021													
Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Complete General Construction 1221 5th Avenue Columbus, Ohio 43219		Columbus Asphalt Paving Inc 1196 Technology Drive Gahanna, Ohio 43230		Shelly & Sands, Inc 1515 Hamilton Ave Columbus, Ohio 43218	
						Price	Extension	Price	Extension	Price	Extension	Price	Extension
172	CMSC	207	Inlet Protection, Catch Basin	4	Ea.	\$200.00	\$800.00	\$120.00	\$480.00	\$125.00	\$500.00	\$200.00	\$800.00
173	CMSC	207	Inlet Protection, Curb and Gutter	25	Ea.	\$200.00	\$5,000.00	\$140.00	\$3,500.00	\$125.00	\$3,125.00	\$200.00	\$5,000.00
174	CMSC	207	Concrete Washout	1	Ea.	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$850.00	\$850.00	\$3,500.00	\$3,500.00
175	CMSC	207*	Sediment Fence, As Directed	1,000	L.F.	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$4.00	\$4,000.00
176	CMSC	207*	Inlet Protection, Catch Basin, As Directed	2	Ea.	\$200.00	\$400.00	\$120.00	\$240.00	\$125.00	\$250.00	\$140.00	\$280.00
177	CMSC	207*	Inlet Protection, Curb and Gutter, As Directed	12	Ea.	\$200.00	\$2,400.00	\$140.00	\$1,680.00	\$125.00	\$1,500.00	\$200.00	\$2,400.00
178	CMSC	207*	Concrete Washout, As Directed	1	Ea.	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$800.00 A	\$800.00 A	\$800.00	\$800.00
179	CMSC	207*	Construction Seeding and Mulching, As Directed	1,000	S.Y.	\$1.00	\$1,000.00	\$0.75	\$750.00	\$1.50	\$1,500.00	\$0.75	\$750.00
180	CMSC	614	Maintaining Traffic, As Per Plan	1	L.S.	\$150,000.00	\$150,000.00	\$85,000.00	\$85,000.00	\$189,000.00	\$189,000.00	\$211,000.00	\$211,000.00
181	CMSC	614	Temporary Traffic Signal	2	Ea.	\$40,000.00	\$80,000.00	\$25,000.00	\$50,000.00	\$26,000.00	\$52,000.00	\$25,000.00	\$50,000.00
182	CMSC	615*	Temporary Pavement	125	S.Y.	\$65.00	\$8,125.00	\$20.00	\$2,500.00	\$32.00	\$4,000.00	\$100.00	\$12,500.00
183	CMSC	623	Construction Layout Staking	1	L.S.	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$8,000.00	\$8,000.00	\$40,000.00	\$40,000.00
184	CMSC	807	Water Valve Box, Adjust to Grade	1	Ea.	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$175.00	\$175.00	\$250.00	\$250.00
185	CMSC	807	Water Valve Box, Adjust to Grade, With Concrete Collar, As Per Plan	7	Ea.	\$1,500.00	\$10,500.00	\$400.00	\$2,800.00	\$1,300.00	\$9,100.00	\$1,000.00	\$7,000.00
186	CMSC	807	Water Service Box, Adjust to Grade	12	Ea.	\$700.00	\$8,400.00	\$100.00	\$1,200.00	\$145.00	\$1,740.00	\$250.00	\$3,000.00
187	CMSC	807	Water Service Box, Adjust to Grade, With Concrete Collar, As Per Plan	7	Ea.	\$1,250.00	\$8,750.00	\$300.00	\$2,100.00	\$975.00	\$6,825.00	\$500.00	\$3,500.00
188	CMSC	808	Water Service Box, To Be Relocated, As Per Plan	11	Ea.	\$2,000.00	\$22,000.00	\$1,500.00	\$16,500.00	\$1,500.00	\$16,500.00	\$1,300.00	\$14,300.00
189	CMSC	808	Water Service Box, To Be Relocated, With Concrete Collar, As Per Plan	11	Ea.	\$2,500.00	\$27,500.00	\$1,800.00	\$19,800.00	\$2,100.00	\$23,100.00	\$1,350.00	\$14,850.00
190	CMSC	808	Water Valve Box, Abandoned Below Grade	1	Ea.	\$350.00	\$350.00	\$400.00	\$400.00	\$175.00	\$175.00	\$100.00	\$100.00
191	CMSC	809	Fire Hydrant Relocated, (Per WA-14)	3	Ea.	\$4,500.00	\$13,500.00	\$2,500.00	\$7,500.00	\$4,400.00	\$13,200.00	\$2,500.00	\$7,500.00
192	SPEC	SPEC	Gas Service Valve Box, Adjusted (by Others), with Concrete Collar per Water Service Detail, As Per Plan	3	Ea.	\$500.00	\$1,500.00	\$300.00	\$900.00	\$570.00	\$1,710.00	\$200.00	\$600.00
193	SPEC	SPEC*	Existing Well, To Be Abandoned, As Directed	1	L.S.	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00
Bridge Repair													
194	CMSC	202	Portions of Structure Removed, 20 Foot Span and Under, As Per Plan	1	L.S.	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00
195	CMSC	509	Reinforcing Steel, Replacement of Existing Reinforcing Steel, As Per Plan	25	L.B.	\$100.00	\$2,500.00	\$3.75	\$93.75	\$50.00	\$1,250.00	\$4.95	\$123.75
196	CMSC	512	Sealing Concrete Bridge Decks with HMWM Resin	2	S.Y.	\$200.00	\$400.00	\$80.00	\$160.00	\$925.00	\$1,850.00	\$250.00	\$500.00
197	CMSC	512	Sealing of Concrete Surfaces (Non-Epoxy)	2	S.Y.	\$200.00	\$400.00	\$170.00	\$340.00	\$300.00	\$600.00	\$250.00	\$500.00
198	CMSC	517	Aluminum Railing Post, As Per Plan	1	L.S.	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$1,150.00	\$1,150.00
199	CMSC	519	Patching Concrete Structure, As Per Plan	6	S.F.	\$500.00	\$3,000.00	\$130.00	\$780.00	\$900.00	\$5,400.00	\$850.00	\$5,100.00
Water Street and Reynoldsburg Animal Hospital Parking													
200	CMSC	202	Sign Posts Removed and Disposed, As Per Plan	1	L.S.	\$1,000.00	\$1,000.00	\$40.00	\$40.00	\$450.00	\$450.00	\$450.00	\$450.00
201	CMSC	202	Existing Driveway Approach Removed	28	S.Y.	\$15.00	\$420.00	\$30.00	\$840.00	\$26.00	\$728.00	\$15.00	\$420.00
202	CMSC	203	Excavation and Embankment for Veterinarian Parking Lot, As Per Plan	1	L.S.	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
203	CMSC	253	Full Depth Pavement Repair	243	S.Y.	\$120.00	\$29,160.00	\$120.00	\$29,160.00	\$110.00	\$26,730.00	\$116.50	\$28,309.50
204	CMSC	254	Pavement Planing, (T=1.5-in)	582	S.Y.	\$2.50	\$1,455.00	\$4.50	\$2,619.00	\$4.35	\$2,531.70	\$3.50	\$2,037.00
205	CMSC	407	Tack Coat (0.1 Gal / SY)	59	Gal	\$4.50	\$265.50	\$4.50	\$265.50	\$5.20	\$306.80	\$2.25	\$132.75
206	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), PG 64-22, (T=1.5-in)	25	C.Y.	\$300.00	\$7,500.00	\$102.00	\$2,550.00	\$205.00	\$5,125.00	\$260.00	\$6,500.00
207	CMSC	452	Commercial Concrete Drive Approach, Class "COC MS", (T=8-in)	28	S.Y.	\$90.00	\$2,520.00	\$90.00	\$2,520.00	\$105.00	\$2,940.00	\$100.00	\$2,800.00
208	CMSC	608	Concrete Walk (T=4-in) with 4-in Aggregate Base, Class "COC 5", Buff Wash	405	S.F.	\$11.00	\$4,455.00	\$16.00	\$6,480.00	\$11.00	\$4,455.00	\$10.00	\$4,050.00
209	CMSC	646	Striping, As Per Plan	1	L.S.	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$6,500.00	\$6,500.00	\$2,760.00	\$2,760.00
210	CMSC	SPEC	Parking Block, As Per Plan	7	Ea.	\$100.00	\$700.00	\$120.00	\$840.00	\$90.00	\$630.00	\$200.00	\$1,400.00
*Contingency Items													
BIDDER'S TOTAL FOR BASE BID =						\$3,290,005.50		\$3,447,202.83		\$3,497,583.75		\$3,521,843.59	
CORRECTED BIDDER'S TOTAL FOR BASE BID =						NA		NA		\$3,497,533.75 A		NA	
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder												
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder												
BY:  Nicholas D. Mill, PE Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054													

Attachment: East Main Street (Davidson Drive to Jackson Street) - Bid Tab (Main Street Improvements)



Engineers, Surveyors, Planners, Scientists

March 29, 2021

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

Re: East Main Street – Phase 1

Dear Mr. Dorman,

We have completed our analysis of the bids received on March 5th, 2021 for the **East Main Street – Phase 1**. Based on our review of the public bid results, we recommend that Contract A be awarded to Complete General Construction for the amount of \$ 3,447,202.83 for the work included under the Base Bid. Complete General has project history that makes them qualified for this type of work. Their prices are comparable to project in recent past with similar scope.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Lowest and Best Evaluation
Notice of Award of Contract



Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 29, 2021
To: William Dorman, Director of Public Service
From: Nicholas Mill, PE
Subject: East Main Street – Phase 1 - Bid Results
Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors for each Contract:

Base Bid:.....	\$ 3,447,202.83
Recommended Contingency (5%):.....	\$ 172,360.14
Construction Management/Inspection (EMH&T):.....	\$ 281,883.00
TOTAL CONSTRUCTION PHASE BUDGET:.....	\$ 3,901,445.97

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

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

Attachment: East Main Street (Davidson Drive to Jackson Street) - Award Memo (Main Street Improvements)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: April 12, 2021****TO: Public Service and Transportation Committee****RE: Toole & Associates Plan Review and Inspection Contract**

Approval:

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

Over the past several years Toole & Associates has served as the City's acting Chief Building Official (CBO), which includes residential/commercial plan review and construction inspection services required by the Ohio Building Code and the Residential Code of Ohio, as well as the City's Floodplain Administrator

Toole & Associates proposal for these services is \$82,500.00.

**AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT
WITH TOOLE & ASSOCIATES FOR PROFESSIONAL PLAN REVIEW AND
INSPECTION SERVICES, AND DECLARING AN EMERGENCY**

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 Toole & Associates for plan review and inspection services for the City of Reynoldsburg.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to allow the City to immediately engage Toole &

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

Associates on a number of important projects; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon 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. Survey
 - 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.

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

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

February 2, 2021

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

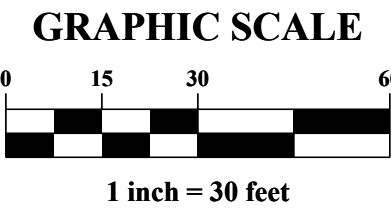
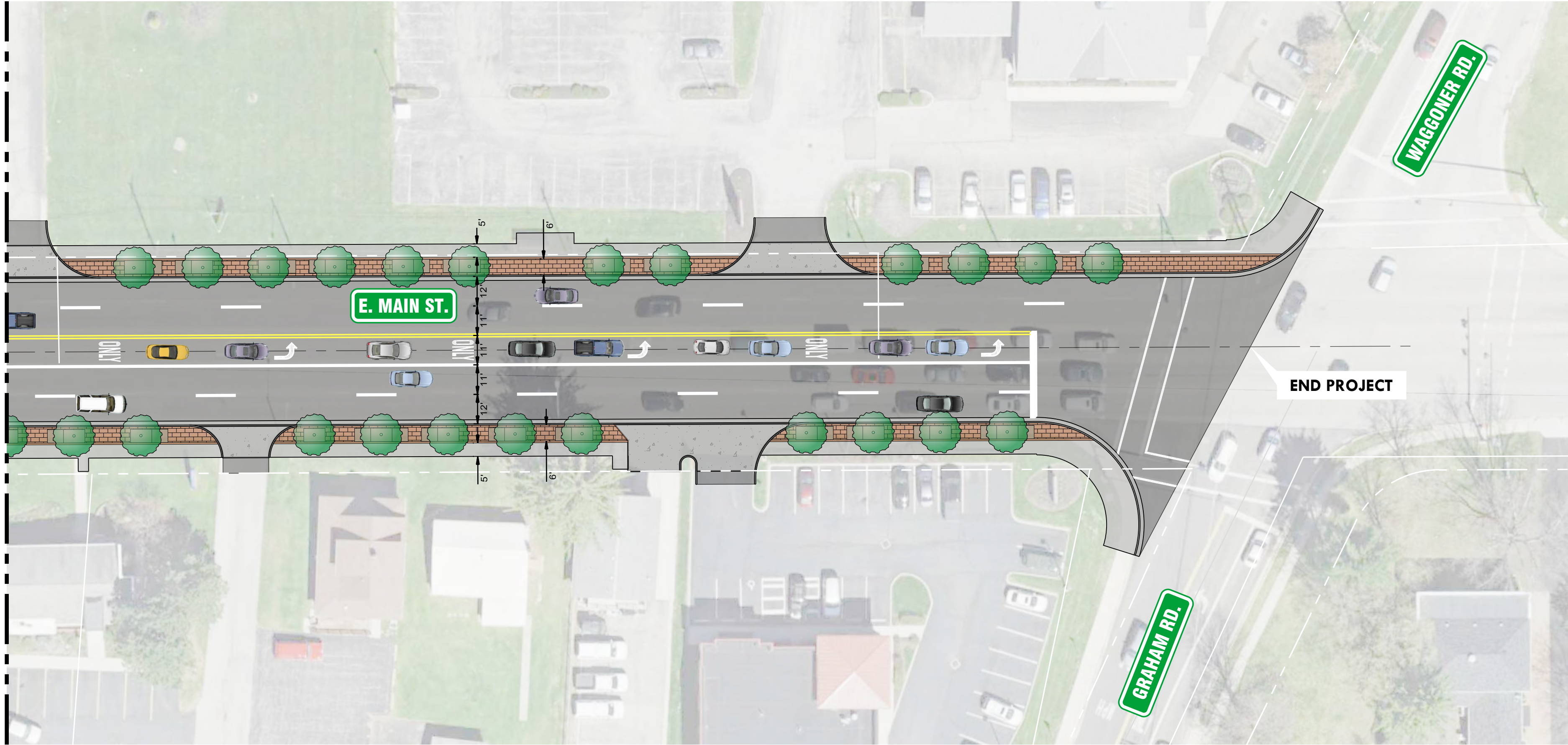
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

J:\2020\0050\Drawings\Streets\East Main Street Phase 2\20200632 Exhibit Overall.dwg Last Saved By: rashed 7/13/2020 9:37 AM Last Printed By: Ahead, Raymond - - - - (No Xrefs)

MATCH LINE STATION SEE THIS SHEET



MATCH LINE STATION SEE THIS SHEET

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	July 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

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	Gl 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 Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: April 12, 2021****TO: Finance and Administration Committee****RE: Purchase of Real Property 7221 East Main Street**

Approval:

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

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

This legislation is to authorize the purchase of the property located at 7221 E. Main Street, Reynoldsburg Ohio from the Nance Family LLC.

Request is to authorize the appropriation of \$2,000.000.00 from the unappropriated Capital Improvements Fund (410).

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER
INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY
OF REYNOLDSBURG, AND DECLARING AN EMERGENCY**

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

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

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

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

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

STATE OF OHIO, THAT:

SECTION 1. The Mayor is hereby authorized and directed to purchase the real property located at 7221 East Main Street, Reynoldsburg, Ohio, Franklin County, Ohio Parcel Numbers 060-000954, 060-000955, 060-000959, and 060-000992.

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

SECTION 3. The consideration of payment for the property is two million dollars (\$2,000,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances, taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

SECTION 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property with funds hereby appropriated from the unappropriated Capital Improvement Fund (410) to account number 410.000.0184.561 Main Street Development. Funds will be reimbursed upon resale of the property.

SECTION 5. The purchase contract shall be consummated in such a manner and on such terms as the City Attorney shall approve.

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

SECTION 6. In accordance with the Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

SECTION 7. This Ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. This Ordinance shall take effect immediately upon the signature of the Mayor.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY.

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

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, 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 Mayor is hereby authorized and directed to purchase the real property located at 7221 East Main Street, Reynoldsburg, Ohio 43068, Franklin County, Ohio Parcel Numbers 060-000954, 060-000955, 060-000959, and 060-000992.

Section 2. The legal description attached as Exhibit “A” shall be incorporated by reference.

Section 3. The consideration to be paid for the property is two million dollars (\$2,000,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the Unappropriated Capital Improvements Fund (410) to Account No. _____. Funds will be reimbursed upon resale of the property.

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

Section 6. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 7. 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 acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(h)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Nance Family LLC**, an Ohio limited liability company ("Seller"; Buyer and Seller sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

A. Seller is the owner of four (4) Franklin County, Ohio Parcel Numbers 060-000954, 060-000955, 060-000959, and 060-000992 commonly known as 7221 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 1.63 acre tract improved with a single- story commercial building, together with all improvements thereon, and all easements and other rights and privileges appurtenant thereto (hereinafter "the Property").

B. Seller desires to (i) sell and convey the Property to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

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

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Dollars (\$2,000,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

a. Earnest Money Deposit. Upon execution of this Contract, on the Effective Date (Article 12 (h)), Buyer shall deposit with the Title Company to be determined by the Buyer (the "Holder") earnest money of \$25,000 ("the Deposit"). The Deposit shall be non-refundable, unless Seller, at Seller's sole discretion, agrees in writing to a return of The Deposit. Seller agrees to retain deposit as liquidated damages.

In the event title company requires the parties to execute an addendum or other agreement with respect to the title company serving as Holder, then the parties agree to execute such addendum or other agreement.

- i. Hadler Realty or a title company of Buyer's choice at buyer's expense shall maintain the earnest money until one of the following occurs:

- (i) The Transaction closes, at which time Holder shall disburse the earnest money to the closing agent or pursuant to the terms of the contract;
- (ii) The Seller directs the Holder, pursuant to written instructions signed by Seller, how the Deposit is to be disbursed.

The return of the Deposit shall in no way prejudice the rights of the Seller, Buyer or Broker in any action for damages or specific performance.

Article 2: Closing; Possession; Condition of Property.

a. Closing. Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the thirtieth (30th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Seller, but shall be no later than June 15, 2021 unless reasonably extended by Seller at the request of Buyer or Seller may terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter..

b. Possession. Buyer shall be entitled to possession of the Property at the Closing.

c. Condition. The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

Article 3: Inspection of the Property.

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

Article 4: Delivery of Seller's Information.

Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: copies of any title insurance policies; the surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Seller from governmental entities; and all other pertinent reports and information related to the Property which are in Seller's or Seller's agents possession or which can be reasonably obtained at no additional cost to Seller. Seller agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a. Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

- i. Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.
- ii. General Due Diligence. Within forty five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.
- iii. Governmental Approval. Within thirty (30) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Seller written notice of such termination within the time period specified herein and the earnest money shall be returned to Buyer. If Buyer should fail to give to Seller such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Buyer, at Buyer's sole expense, shall order and obtain an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Seller free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.

b. Survey. Within twenty (20) days following Buyer's receipt of the Title Commitment, Buyer, at Buyer's expense, shall have the right to order and obtain a current ALTA Survey of the Property, in form and content acceptable to Buyer (the "Survey").

c. Objections to Title & Survey. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment and Survey. If the Title Commitment or Survey shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Seller written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Seller of any such Buyer's Objection, Seller shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Seller does not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Seller's and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Seller shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Seller at the Closing in order to remove the lien or encumbrance from title to the Property

d. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Seller's election, the Deed Restrictions (as hereinafter defined).

e. Title Commitment, Title Policy and Survey Premium and Fees. Buyer shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Seller shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Seller shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing. At Closing and based on the Purchase Price, Seller also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Seller. At the Closing, Seller shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable limited warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Seller, as the case may be, in the Deed.

(ii) Seller's Affidavit. A seller's affidavit given by Seller to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Seller's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Seller regarding the authority of Seller to execute and deliver the instruments to be delivered by Seller.

Person or Persons who sign this Contract and the other Closing instruments on behalf of Seller.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Seller.

(vi) Intentionally Deleted

(vii) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§6045(e), IRC], and a non- foreign person certificate [§1445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Seller and/or the Title Company the following instruments:

(i) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(ii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

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

b. Appropriation. If appropriation proceedings should be commenced against the Property or if any governmental authority should notify Seller of its intention to acquire the same pursuant to the power of eminent domain prior to the Closing, then Seller shall notify Buyer thereof. In such event, Buyer shall have the right, at its option: (i) to proceed with the transaction by giving to Seller written notice that all of Buyer's contingencies of the transaction to be released

have been removed subject only to the contingencies which are typically required at Closing, in which event Buyer shall have the right to negotiate with and sell to

governmental authority or to contest such appropriation in litigation proceedings, and shall be entitled to all proceeds thereof, up to the amount of the Purchase Price with all excess being the property of the Seller and Seller shall convey the Property subject to such proceedings and shall receive the Purchase Price specified in this Contract at the Closing; or (ii) to terminate this Contract by giving to Seller written notice of such termination. The election of Buyer shall be exercised by written notice given to Seller within twenty (20) days after Seller has given to Buyer written notice of such governmental action. The failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

Article 10: Representations and Indemnification.

a Seller's Representations. Seller represents and warrants the following as of the Effective Date which said representations and warranties shall survive the Closing:

- (i) There is no action proceeding, threatened or investigation pending or threatened against Seller relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Seller does not know of any basis for any such action, proceeding or investigation;
- (ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;
- (iii) Seller has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;
- (iv) Seller has not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;
- (v) Seller has not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;
- (vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;
- (vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;
- (viii) Seller has full power and authority to enter into and fully perform and comply with the terms of this Contract. Neither the execution and delivery of this

is a party or by which Seller is bound;

- (ix) To the best of Seller's knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Seller has not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;
- (x) Seller will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Seller contained herein nor will Seller enter into any leases which will effect the Property;
- (xi) Neither the execution and delivery of this Contract nor its performance by Seller will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound;
- (xii) To Seller's knowledge, Seller is not under any legal disability which would impede or void any of Seller's contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States;
- (xiii) Seller has and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;
- (xiv) Seller has not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and
- (xv) Seller shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Seller shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Seller's Indemnification. Seller agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Seller Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing.

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

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

Seller:
Nance Family LLC
2000 West Henderson Road Suite 500,
Columbus, Ohio 43220
ATTN: William N. Hadler, Manager/Partner

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

b. William N. Hadler, Manager and Member of the Nance Family LLC is also a Licensed Real Estate Broker in the State of Ohio, and is Chairman, CEO and Broker of Hadler Realty Co., an Ohio Corporation.

c. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Seller and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. The Letter of Intent is hereby null and void and is of no force and effect.

d. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

e. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Seller's prior written consent (and upon written notice to Seller and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Seller hereby further agrees to accept all required performance under this Contract from Buyer's nominee and to render Seller's performance of all of Seller's obligations under this

Contract to Buyer's nominee, if requested, in accordance with this paragraph. Seller may assign its rights in this Contract with the prior approval of Buyer.

f. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

g. Real Estate Brokerage Commission. The Seller represents that no real estate broker or other Person has been employed for compensation to represent it in this transaction, except Hadler Realty Co., representing the Seller. The Buyer represents that no real estate broker or other Person has been employed for compensation to represent the Buyer in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party. Seller is responsible for any brokerage fees to Hadler Realty.

h. Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

i. Time. Time is of the essence with respect to the performance of each provision of this Contract. Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Seller, be promptly delivered to Seller.

j. Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Seller, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement

(i) Seller or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Seller be required to postpone or refrain from receiving any of the Purchase Proceeds due Seller hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Seller as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Seller as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

l. Defaults and Remedies.

- Default by Seller. If this transaction is not closed because of Seller's failure to perform hereunder (through no fault of Buyer), or Seller fails to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Seller for legal or equitable relief.
- Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Seller), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Seller may bring any action against Buyer for legal or equitable relief.

m. Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

n. Offer & Acceptance. This Contract shall be open for Seller's acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Seller.

Signatures Appear on the Following Page

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

Buyer:
City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:
City of Reynoldsburg – City Attorney

By: _____

Date: _____

Seller:
Nance Family LLC,
 an Ohio limited liability company

By: _____

Its: _____

Date: _____

Exhibit A



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

DATE: **April 12, 2021**

TO: **Finance and Administration Committee**

RE: **Purchase of Real Property - 7332 East Main Street**

Approval:

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

Emergency/Suspension: Emergency

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

This legislation is to authorize the purchase of the property located at 7332 E. Main Street, Reynoldsburg Ohio from Jack Sun and Leshan Sun.

Request is to authorize the appropriation of \$625,000.00 from the unappropriated Capital Improvements Fund (410).

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

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

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

City Attorney's Office

Chris Shook

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226869 Phone

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, 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 Mayor is hereby authorized and directed to purchase the real property located at 7332 East Main Street, Reynoldsburg, Ohio 43068, Franklin County, Ohio Parcel Numbers 060-000134, 060-000090, 060-000200, and 060-000218.

Section 2. The legal description attached as Exhibit “A” shall be incorporated by reference.

Section 3. The consideration to be paid for the property is Six Hundred Twenty-five Thousand dollars (\$625,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the unappropriated Capital Improvement Fund (410) to account no 410.000.0184.5611 Main Street Development. Funds will be reimbursed upon resale of the property.

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

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

Section 6. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 7. 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 acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACT TO PURCHASE REAL PROPERTY TO BE USED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY.

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

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose, 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:

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Section 2. The legal description attached as Exhibit “A” shall be incorporated by reference.

Section 3. The consideration to be paid for the property is Six Hundred Twenty Thousand dollars (\$620,000.00) to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee’s Deed accompanied by a title guaranty conveying the property to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the Unappropriated Capital Improvements Fund (410) to Account No. _____. Funds will be reimbursed upon resale of the property.

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

Section 6. In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

Section 7. 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 acquire the property timely at the agreed upon price. This ordinance shall take effect immediately upon the signature of the Mayor.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is executed, delivered and made effective as of the Effective Date (as defined in Article 12(g)) by and between (i) **City of Reynoldsburg** ("Buyer") and (ii) **Jack Sun and Leshan Sun**, husband and wife ("Sellers"); Buyer and Sellers sometimes referred to individually as a "Party" or collectively as the "Parties").

Preliminary Statements

A. Sellers is the owner of Franklin County, Ohio Parcel Numbers 060-000134, 060-000090, 060-000200, and 060-000218, commonly known as 7332 East Main Street, Reynoldsburg, Ohio (as shown on Exhibit A, attached hereto and incorporated herein) being an approximate 0.45 acre tract improved with a Fast Food/Drive-In Restaurant, together with all improvements thereon, and all easements, leases and other rights and privileges appurtenant thereto (hereinafter "the Property").

B. Sellers desire to (i) sell and convey the Property (as is approximately shown on Exhibit B, attached hereto and incorporated herein, together with all improvements thereon, and all easements, leases and other rights and privileges appurtenant thereto) to Buyer upon the terms and conditions hereinafter set forth.

C. The Parties desire to set forth in this Contract their respective rights, obligations and conditions with respect to the aforementioned transaction.

Statement of the Contract

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

Article 1: Purchase Price.

The purchase price (the "Purchase Price") to be paid by Buyer to Sellers for the Property shall be Six Hundred Twenty Five Thousand Dollars (\$625,000.00). The Purchase Price shall be due and payable in immediately available funds at the Closing (as hereinafter defined), subject to adjustments for certain charges and credits as provided hereinafter.

Article 2: Closing; Possession; Condition of Property.

a. **Closing.** Subject to the provisions of Article 5 and satisfaction and/or waiver of Buyer's Contingencies (as hereinafter defined), the transaction for the sale and purchase of the Property shall be closed as provided below by the delivery of the deed and other Closing instruments specified for the Property as provided in Article 7 and by the payment of the Purchase Price for the Property as provided in Article 1 on or before the sixtieth (60th) day after Buyer waives or satisfies the Buyer's Contingencies (the "Closing"). The specific date, time and location of Closing shall be mutually agreed upon Buyer and Sellers.

b. **Possession.** Buyer shall be entitled to possession of the Property at the Closing.

c. **Condition.** The Property and each building or other improvement thereon shall be sold in "as is" condition as of the Effective Date.

d. Buyer agrees to provide sixty (60) days written notice to Seller prior to closing to provide Seller a full and fair opportunity to arrange to vacate the premises.

Within forty-five (45) days after closing, Seller shall be permitted to access the property to remove fixtures located in the standing building on the premises. Seller shall indemnify and hold Buyer harmless for any damage caused to the premises occasioned by Seller's access during the time period.

Article 3: Inspection of the Property

Inspection of Property. As of the Effective Date, Buyer and its representatives, agents, and contractors shall have the right to enter upon and have reasonable access to the Property in order to conduct such examinations, inspections, studies and tests thereof as Buyer may deem necessary or desirable in Buyer's sole discretion including, without limitation, surveys, soil tests, environmental examinations, audits and tests, feasibility studies and appraisals; and after conducting the same, Buyer shall restore the Property to substantially the same condition as it was prior to Buyer's undertaking of tests and examinations described in this Article 3. Buyer agrees to indemnify and hold Sellers harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever arising from Buyer or Buyer's representatives actions while inspecting the Property. Buyer shall provide Sellers forty-eight (48) hour advance notice to Sellers before entering the Property

Article 4: Delivery of Sellers's Information.

Within five (5) business days after the Effective Date, Sellers shall deliver to Buyer the following: copies of any title insurance policies; surveys; soils analysis; environmental studies and audits, and related materials; copies of any and all documents received by Sellers from governmental entities; and all other pertinent reports and information related to the Property which are in Sellers's or Sellers's agents possession or which can be reasonably obtained at no additional cost to Sellers. Sellers agrees, in good faith, to continue to share other relevant information on the Property throughout the term of this Contract which may be beneficial to the Buyer.

Article 5: Buyer's Contingencies.

a Buyer's Contingencies. Buyer's obligations under this Contract are specifically subject to the following conditions precedent and contingencies (individually, a "Buyer's Contingency" and collectively, "Buyer's Contingencies"), which may be satisfied or waived solely by Buyer, in its sole and absolute discretion, and at its expense within the time-period hereinafter specified for each enumerated category of Buyer's Contingencies:

(i) Survey and Title. Within the time period provided in Article 6 of this Contract, Buyer shall have approved the Title to the Property.

(ii) General Due Diligence. Within forty-five (45) days after the Effective Date, Buyer, in Buyer's sole discretion, shall have satisfied itself in all matters pertaining to its due diligence on the Property, including, but not limited to the suitability of the soils within the Property for Buyer's intended use; the availability, size, quality and quantity of any utility service or connection; environmental matters (including but not limited to Phase I and Phase II Environmental Assessments); the Leases; zoning; any other survey, test, appraisal, examination or inspection described in or permitted by Article 3 of this Contract; review of all documents supplied pursuant to Article 4 of this Contract; the general feasibility, suitability and fitness of the Property; and any and all additional matters or investigations as Buyer deems necessary or appropriate.

(iii) Governmental Approval. Within forty-five (45) days after the Effective Date, Buyer shall have obtained approval for this Contract and to purchase the Property from the Reynoldsburg City Council, the Mayor of Reynoldsburg, and any and all other related governmental entities as are deemed necessary by the Buyer.

b. Effect of Failure to Satisfy Buyer's Contingencies. If any of Buyer's Contingencies are not satisfied or waived within the applicable time period specified for each in Article 5(a), then Buyer shall have the right, in Buyer's sole and absolute discretion, to terminate this Contract by giving to Sellers written notice of such termination within the time period specified herein. If Buyer should fail to give to Sellers such notice on or before the applicable expiration date of each respective Buyer's Contingency in Article 5(a), then Buyer shall be deemed to have satisfied or waived such Buyer's Contingency.

Article 6: Title and Survey.

- a. Issuance of the Title Commitment. Within seven (7) days following the Effective Date, Sellers, at Sellers's sole expense, shall order and obtain from First American Title Insurance Company (the "Title Company") and deliver to Buyer its commitment for the issuance of an owner's policy of title insurance with respect to the Property on the then current ALTA form authorized for use within the State of Ohio (the "Title Commitment"). The Title Commitment shall show fee simple title to the Property in Sellers free and clear of all liens and encumbrances except: (i) the standard exceptions for an owner's policy, unless one or more of such exceptions are waived by the Title Company, (ii) real estate taxes and assessments affecting the Property, and (iii) easements, conditions, restrictions, covenants, reservations, leases, encumbrances, liens and other matters of record or affecting the Property. The Title Commitment shall be issued in favor of Buyer as the proposed insured, in the aggregate dollar amount of the Purchase Price for the Property.
- b. Objections to Title. Buyer shall have thirty (30) days from the date that it receives the Title Commitment to review the Title Commitment. If the Title Commitment shows any defect, covenant, agreement, encroachment, easement, encumbrance, lien, restriction, reservation, condition or other title matter or condition which unreasonably interferes with Buyer's proposed use of the Property, as Buyer may determine in its sole and absolute discretion, Buyer shall, within said period, give Sellers written notice specifying the specific objection (the "Buyer's Objection").

In the event Buyer should timely notify Sellers of any such Buyer's Objection, Sellers shall have ten (10) business days following receipt of any such notice from Buyer to remedy said Buyer's Objection. The parties agree in good faith to attempt to resolve any and all of Buyer's Objections provided that such are reasonable. In the event Sellers do not remedy or obtain title insurance against any such Buyer's Objection within ten (10) business days after the expiration of the aforementioned ten (10) business day period Buyer, at Buyer's option, shall have the right to (i) waive such Buyer's Objection and proceed with the Closing, or (ii) terminate this Contract, whereupon all Sellers' and Buyer's obligations hereunder shall terminate and neither Party shall have any further obligation or liability hereunder to the other Party thereafter. Provided, however, if the Buyer's Objection is one which can be removed by the payment of money, to secure the release of a lien or monetary encumbrance not in excess of the Purchase Price (such as a tax lien certificate of judgment or mortgage), Sellers shall be required to and hereby agrees to satisfy any such encumbrance from the net proceeds due and payable to Sellers at the Closing in order to remove the lien or encumbrance from title to the Property.

- c. Permitted Exceptions. All of the matters set forth on the Survey and Title Commitment, if not constituting a Buyer's Objection, shall be a permitted exception to title to the Property (collectively, the "Permitted Exceptions"). "Permitted Exceptions" shall also include, at Sellers' election, the Deed Restrictions (as hereinafter defined).

- d. Title Commitment, Title Policy and Survey Premium and Fees. Sellers shall pay all search, commitment or similar fees for the issuance of the Title Commitment and the premium attributable to the title insurance policy for the owner insuring an amount not in excess of the Purchase Price. Buyer shall be solely responsible for the premiums attributable to its lender's title insurance policy, if any, and any endorsements requested by Buyer and/or its lender.

Article 7: Closing Costs and Prorations.

a. Conveyance, Recording and Escrow Fees. Sellers shall pay the real property conveyance fee applicable to the sale and conveyance of the Property and any recording fees associated with mortgage or similar lien releases attributable to the Property. Buyer shall pay all other recording fees.

b. Real Estate Taxes and Assessments. At Closing, Sellers shall pay or credit against the Purchase Price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of Closing prorated through the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing. At Closing and based on the Purchase Price, Sellers also shall pay or credit on the Purchase Price all other unpaid real estate taxes and assessments that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. The tax proration determined at Closing shall be final and neither Party shall have the right to contest said amount unless predicated on fraud or intentional misrepresentation.

c. Other Expenses. Each Party shall be responsible for all other fees, costs and expenses incurred by it in connection with this transaction, including any such expenses for services rendered by accountants, appraisers, architects, attorneys, contractors, engineers and other persons not otherwise expressly provided for herein.

Article 8: Closing Instruments.

a. Instruments to be Delivered by Sellers. At the Closing, Sellers shall execute and deliver to Buyer and/or the Title Company the following instruments:

(i) Deed. A recordable general warranty deed (the "Deed") which conveys to Buyer good and marketable title in fee simple to the Property free and clear of all liens, conditions, restrictions, easements, reservations, encumbrances and rights of third parties except the Permitted Exceptions and the following matters which shall be excepted and/or reserved by Sellers, as the case may be, in the Deed.

(ii) Sellers's Affidavit. A sellers' affidavit given by Sellers to Buyer and the Title Company with respect to the payment of bills for work performed or materials furnished to the Property within ninety (90) days prior to the Closing and with respect to any other off-record matter which is required for the issuance of the owner's policy of title insurance and specifically incorporating the Sellers's Warranties contained in Article 10 herein.

(iii) Authority. One or more certificates of Sellers regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Sellers.

(iv) Documents. Originals, as available, or copies of all contracts relating to the Property.

(v) Warranties. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder in a form that shall be mutually agreed by Buyer and Sellers.

(vi) Other Instruments. A Closing and disbursement statement, an IRS Form 1099-B report of proceeds from a real estate transaction [§ 445(e), IRC], and a non-foreign person certificate [§ 445, IRC, FIRPTA], if required.

b. Instruments to be Delivered by Buyer. At the Closing, Buyer shall execute and deliver to Sellers and/or the Title Company the following instruments:

(vii) Authority. One or more certificates of the Buyer regarding the authority of the Person or Persons who sign this Contract and the other Closing instruments on behalf of Buyer.

(viii) Other Instruments. A Closing and disbursement statement and a real property conveyance fee statement.

Article 9: Risk of Loss or Damage; Appropriation.

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

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

Article 10: Representations and Indemnification.

a. Sellers' Representations. Sellers represent and warrant the following as of the Effective Date which said representations and warranties shall survive the Closing:

(i) There is no action proceeding, threatened or investigation pending or threatened against Sellers relating to the Property or against the Property, or any part thereof before any court or governmental department, commission, ward, agency or instrumentality and Sellers does not know of any basis for any such action, proceeding or investigation;

(ii) There are no adverse or other parties in possession of the Property and no other party has been granted any license, lease or other right relating to the use or possession of the Property, or any part thereof;

(iii) Sellers have not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring correction of any condition with respect to the Property or any part thereof;

(iv) Sellers have not received any notice, written or otherwise, of any pending or contemplated condemnation with respect to the Property, or any part thereof;

(v) Sellers have not received notice of, or has no other knowledge or information of, any pending or contemplated change in any governmental regulation or private restriction applicable to the Premises, any pending or threatened judicial action or pending or threatened action by adjoining landowners or other persons, parties or entities;

(vi) On the day of Closing, the Property will be free and clear of liens, encumbrances and encroachments, other than the Permitted Exceptions;

(vii) There will be no unpaid improvements related to the Property within ninety (90) days immediately preceding the Closing which might constitute the basis of a mechanics' lien;

(viii) Sellers have full power and authority to enter into and fully perform and comply with the terms of this Contract. Neither the execution and delivery of this Contract nor its performance by Sellers will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Sellers is a party or by which Sellers are bound;

(ix) To the best of Sellers' knowledge, the Property is free from any toxic or hazardous material or substance or other pollutant of nature as defined or regulated by applicable federal, state, or local laws and is free from any environmental condition that could give rise to a governmental clean-up. Sellers have not received notification, written or otherwise, from any governmental or quasi-governmental entity pertaining to toxic or hazardous material or substance or other pollutant of nature related to the Property;

(x) Sellers will not take or omit to take any action that would have the effect of violating any of the representations, warranties or agreements of Sellers contained herein nor will Sellers enter into any leases which will affect the Property;

(xi) Neither the execution and delivery of this Contract nor its performance by Sellers will conflict with or result in the breach of any mortgage, note, indenture, contract, agreement, law, rule or regulation to which Sellers are a party or by which Sellers are bound;

(xii) To Sellers' knowledge, Sellers are not under any legal disability which would impede or void any of Sellers's contractual obligations nor is Sellers a debtor in any proceeding under the bankruptcy laws of the United States;

(xiii) Sellers have and will convey to Buyer good, marketable and indefeasible fee simple title, free and clear of all conditions, restrictions, exception and reservations, except as specifically permitted herein;

(xiv) Sellers have not entered into any lease, verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property which have not been disclosed in writing to Buyer in this Contract; and

(xv) Sellers shall not enter into any verbal or written agreements, contracts or letters of intent with any third-party pertaining to the Property prior to the Closing without Buyer's permission.

At Closing, Sellers shall give a certificate to Buyer stating that these representations and warranties are true and accurate as of Closing.

b. Sellers's Indemnification. Sellers agrees to indemnify and hold Buyer and its respective nominees, successors, assigns, officers, directors, partners, agents, employees and beneficiaries harmless from any and all third-party liabilities, claims, causes of action, penalties, demands, and expenses of any kind or nature whatsoever related to a breach of the Sellers Representations contained in Article 10(a)(i)-(xv), including all expenses related thereto, including without limitation, court costs and attorneys' fees, which said indemnification survive the Closing.

Article 12: General and Miscellaneous Provisions.

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

Buyer:

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

Sellers:

Jack Sun and Leshan Sun
642 River Trace,
Westerville, Ohio 43081

With a copy to:

Chris Shook, Esq.

City Attorney

7232 E. Main Street

Reynoldsburg, OH 43068

With a copy to:

b. Complete Agreement, Amendment, Waiver; Counterparts. This Contract, including all exhibits, constitutes the complete agreement between the parties with respect to the subject matter hereof, all previous understandings, if any, between the parties; no oral or implied understandings, representations or warranties shall vary the terms of this Contract; and neither this Contract nor any of its provisions may be amended or waived other than by a written instrument executed by Sellers and Buyer. This Contract or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument.

c. Governing Law; Severability. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio. The invalidity or unenforceability of any provision of this Contract in any particular respect shall not affect the validity and enforceability of any other provision of this Contract or of the same provision in any other respect.

d. Successor and Assigns; Assignment. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Notwithstanding the foregoing, Buyer may assign this Contract to any third-party individual or entity, with Sellers' prior written consent (and upon written notice to Sellers and Title Company), at which time Buyer's assignee will be substituted for Buyer and Buyer shall be relieved of all obligations under this Contract. Sellers hereby further agree to accept all required performance under this Contract from Buyer's nominee and to render Sellers' performance of all of Sellers' obligations under this Contract to Buyer's nominee, if requested, in accordance with this paragraph. Sellers may assign their rights in this Contract with the prior approval of Buyer.

e. Survival of the Contract; Survival of Certain Terms. The promises, terms, conditions, representations, warranties and provisions of this Contract shall survive the Closing of the transactions and the delivery and recording of the deed and any other instrument for the conveyance of the Property; and if the deed or any other recorded instrument is or may be construed to be inconsistent with any provision of this Contract, then the applicable provisions of this Contract shall control and shall not be deemed to have been merged into such deed or other recorded instrument, unless otherwise expressly provided in any such instrument.

f. Real Estate Brokerage Commission. The Parties represent that no real estate broker or other Person has been employed for compensation by either Party to represent it in this transaction. Each Party hereby represents and warrants to the other Party that, except as provided above, it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other Person, to any commission, fee or other compensation as a result of the transaction which is the subject of this Contract. Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other Person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.

g Certain Defined Terms. For purposes of this Contract, the term: (i) "Person" means a corporation, association, partnership (general or limited), limited liability company, trust, estate, government, governmental agency or other entity as well as an individual or natural person, unless the context otherwise requires, (ii) "Day" or "day" shall mean a calendar day and (iii) "Effective Date" means the date that the last Party to execute this Contract delivers this executed Contract to the other Party.

h Time. Time is of the essence with respect to the performance of each provision of this Contract.

i Ownership of Plans. In the event this transaction does not close, all plans, surveys, reports, studies, tests, audits, investigations, designs, drawings and related information and materials (collectively, the "Plans") prepared for or at the request of Buyer and relating to the Property shall, upon the reasonable request of Sellers, be promptly delivered to Sellers.

j Like-Kind Exchange. The Parties acknowledge that either may elect to purchase or sell the Property as part of a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended ("Code"). As such, the Parties agree to reasonably cooperate in connection therewith. If requested by Buyer or Sellers, each will participate in the exchange contemplated by this Article as an accommodation to the other with the express understanding and agreement that: (i) Sellers or Buyer shall not be required to take title to any property in order to effectuate such exchange, (ii) under no circumstance shall Sellers be required to postpone or refrain from receiving any of the Purchase Proceeds due Sellers hereunder, (iii) neither Party is making any representation or warranty regarding such exchange or whether such exchange qualifies as such under the Code, (iv) each Party shall indemnify and hold the other harmless from and against any cost, expense or liability, including attorneys' fees, incurred by Buyer and/or Sellers as the case may be, in connection with the provisions of this §12(j) or any such exchange and (v) Buyer and/or Sellers as the case may be, shall not be required to incur any additional costs, fees or expenses (including, without limitation, attorney fees) to accommodate any proposed like-kind exchange.

k Defaults and Remedies.

(i) Default by Sellers. If this transaction is not closed because of Sellers' failure to perform hereunder (through no fault of Buyer), or Sellers fail to comply with any of its obligations, covenants, warranties or agreements, Buyer may bring any action against Sellers for legal or equitable relief.

(ii) Default by Buyer. If this transaction is not closed because of Buyer's failure to perform hereunder (through no fault of Sellers), or Buyer fails to comply with any of its obligations, covenants, warranties or agreements, Sellers may bring any action against Buyer for legal or equitable relief not to exceed Ten Thousand Dollars (\$10,000.00).

l Recording. Neither Party may record this Contract, however, either Party may record a customary Memorandum of Contract, at the recording Parties' expense.

m Offer & Acceptance. This Contract shall be open for Sellers' acceptance until 5:00 p.m. on the third (3rd) business day after Buyer has delivered this Contract to Sellers.

Signatures Appear on the Following Page

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

Buyer:

City of Reynoldsburg

By: _____

Its: _____

Date: _____

Approved as to Form:

City of Reynoldsburg – City Attorney

By: _____

Date: _____

Sellers:

Jack Sun and Leshan Sun,
Husband and Wife

Jack Sun: _____

Leshan Sun: _____

Date: _____

Date: _____



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000134-00

SUN JACK

Map Routing: 060-N082 -122-00

7332 E MAIN ST

1 of 1

BOR NOTICE

Did you know you can impact the value of your property? If you feel that the appraised value of your property does not accurately reflect its true value, you may file a complaint with the Board of Revision (BOR) through March 31, 2021. To learn more about the BOR please visit:
<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

OWNER

Owner SUN JACK
 SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description 7332 E MAIN STREET
 JOHNSON
 68'X60' SW COR LT 2
 Calculated Acres .09
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)[Print Parcel Summary](#)

- Actions
- [Neighborhood Sales](#)
 - [Proximity Search](#)
 - [Printable Version](#)
 - [Custom Report Builder](#)

Reports

[Proximity Report](#)
[Map Report](#)
[Parcel Summary](#)
[Parcel Detail](#)

Go

MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [SD Income Tax]
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	15,000	197,200	212,200
TIF			
Exempt			
Total	15,000	197,200	212,200
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000218-00

SUN JACK

Map Routing: 060-N082 -123-00

E MAIN ST

1 of 1

BOR NOTICE

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<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

OWNER

Owner **SUN JACK**
SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description MAIN ST
 22X60FT
 L JOHNSON 2
 Calculated Acres .03
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)[Print Parcel Summary](#)

[Neighborhood Sales](#)
[Proximity Search](#)
[Printable Version](#)
[Custom Report Builder](#)

Reports

[Proximity Report](#)
[Map Report](#)
[Parcel Summary](#)
[Parcel Detail](#)

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MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [\[SD Income Tax\]](#)
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	4,300	0	4,300
TIF			
Exempt			
Total	4,300	0	4,300
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000090-00

SUN JACK

Map Routing: 060-N082 -121-00

E MAIN ST

1 of 1

BOR NOTICE

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<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

OWNER

Owner SUN JACK
 SUN LESHAN
 Owner Address 7332 E MAIN ST
 REYNOLDSBURG OH 43068

Legal Description E MAIN ST
 HENRY JOHNSONS ADD
 94FT FRT X 90FT END LOT 2
 Calculated Acres .19
 Legal Acres 0

Tax Bill Mailing [View or Change on the Treasurer's Website](#)
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#)[Print Parcel Summary](#)

- Actions
- [Neighborhood Sales](#)
 - [Proximity Search](#)
 - [Printable Version](#)
 - [Custom Report Builder](#)

Reports

[Proximity Report](#)
[Map Report](#)
[Parcel Summary](#)
[Parcel Detail](#)

Go

MOST RECENT TRANSFER

Transfer Date SEP-28-2005
 Transfer Price \$315,000
 Instrument Type GW
 Parcel Count 4

2020 TAX STATUS

Property Class C - Commercial
 Land Use 435 - FAST FOOD/DRIVE-IN RESTAURANT
 Tax District 060 - CITY OF REYNOLDSBURG
 School District 2509 - REYNOLDSBURG CSD [SD Income Tax]
 City/Village REYNOLDSBURG CITY
 Township TRURO TWP
 Appraisal Neighborhood X6201
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2020: No 2021: No
 Homestead Credit 2020: No 2021: No
 Rental Registration No
 Board of Revision No
 Zip Code 43068

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	31,900	0	31,900
TIF			
Exempt			
Total	31,900	0	31,900
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)



AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Land Profile

Residential

Commercial

Improvements

Permits

Mapping

Sketch

Photo

StreetSmart

Aerial Photos

Transfers

BOR Status

CAUV Status

Tax & Payments

Tax Distribution

Tax Calculators

Value History

Rental Contact

Incentive Details

Quick Links

Parcel ID: 060-000200-00

SUN JACK

Map Routing: 060-N082 -124-00

E MAIN ST

1 of 1

BOR NOTICE

Did you know you can impact the value of your property? If you feel that the appraised value of your property does not accurately reflect its true value, you may file a complaint with the Board of Revision (BOR) through March 31, 2021. To learn more about the BOR please visit:
<https://www.franklincountyauditor.com/real-estate/board-of-revision>.

Actions

- Neighborhood Sales
- Proximity Search
- Printable Version
- Custom Report Builder

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

Go

OWNER

Owner **SUN JACK**
SUN LESHAN
 Owner Address **7332 E MAIN ST**
REYNOLDSBURG OH 43068

Legal Description **MAIN ST**
40X113 & 40X41FT 1

Calculated Acres **.14**
 Legal Acres **0**

Tax Bill Mailing **View or Change on the Treasurer's Website**
 If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

[View Google Map](#) [Print Parcel Summary](#)**MOST RECENT TRANSFER**

Transfer Date **SEP-28-2005**
 Transfer Price **\$315,000**
 Instrument Type **GW**
 Parcel Count **4**

2020 TAX STATUS

Property Class **C - Commercial**
 Land Use **435 - FAST FOOD/DRIVE-IN RESTAURANT**
 Tax District **060 - CITY OF REYNOLDSBURG**
 School District **2509 - REYNOLDSBURG CSD [SD Income Tax]**
 City/Village **REYNOLDSBURG CITY**
 Township **TRURO TWP**
 Appraisal Neighborhood **X6201**
 Tax Lien **No**
 CAUV Property **No**
 Owner Occ. Credit **2020: No 2021: No**
 Homestead Credit **2020: No 2021: No**
 Rental Registration **No**
 Board of Revision **No**
 Zip Code **43068**

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	22,400	0	22,400
TIF			
Exempt			
Total	22,400	0	22,400
CAUV	0		

Attachment: Happy Dragon Exhibit A (Purchase of Real Property - 7332 East Main Street)

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

DATE: **April 12, 2021**

TO: **Finance and Administration Committee**

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

Approval:

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

Emergency/Suspension: Emergency

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

**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

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.

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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

Section 1. The consideration to be paid for both properties is two million, six hundred twenty-five thousand (\$2,625,000.00), 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 twenty-five thousand (\$2,625,000.00), 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.

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 Phone****ORDINANCE REQUEST**

DATE: April 12, 2021

TO: Finance and Administration Committee

RE: New World System Software 1 year maintenance contract

Approval:

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

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

Approve one year contract and appropriate \$10,000 from General Fund (110) to account number 110.584.5366 Computer Maintenance.

Financial needs of the City

**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**

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 agreement with Tyler Technologies for Finance, Utility, Payroll and Building departments New World Systems Software maintenance.

City Auditor's Office**Joni Crawford****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6862 Phone**

SECTION 2: That an amount of \$10,000.00 be unappropriated from the General Fund (110) and appropriated to account number 110.584.5366 Computer Maintenance.

SECTION 3. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

SECTION 4. 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 signature by the Mayor.



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 1/29/2010 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World Software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client: City of Reynoldsburg, OH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1 Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on 3/1/2021 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third-party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require performing remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group. If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

THIS IS NOT AN INVOICE



One Tyler Drive
Yamouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

3/11/2021

Reynoldsburg, OH
7232 E Main St
Reynoldsburg OH 43068-2014
United States

Cust# 50180

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

DESCRIPTION	CYCLE DATE	AMOUNT
New World Maintenance - Asset Management .NET	03/01/2021-02/28/2022	\$ 1,709.76
New World Maintenance - Automatic Meter Read Interface .NET	03/01/2021-02/28/2022	\$ 1,465.36
New World Maintenance - Bank Reconciliation .NET	03/01/2021-02/28/2022	\$ 1,220.96
New World Maintenance - ePayments	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - eSuite Base	03/01/2021-02/28/2022	\$ 3,175.12
New World Maintenance - eUtilities	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Finance Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Financial Management Base Suite .NET	03/01/2021-02/28/2022	\$ 10,984.48
New World Maintenance - HR/Payroll Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Human Resources Mgt. Base Suite .NET	03/01/2021-02/28/2022	\$ 8,792.16
New World Maintenance - Meter and Device Inventory .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Position Budgeting .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Purchasing Base .NET	03/01/2021-02/28/2022	\$ 3,175.12
New World Maintenance - Service Order Processing .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Site License	03/01/2021-02/28/2022	\$ 5,128.24
New World Maintenance - Utility Management Analytics .NET	03/01/2021-02/28/2022	\$ 1,954.16
New World Maintenance - Water / Sewer / Refuse Base .NET	03/01/2021-02/28/2022	\$ 7,326.80
New World Maintenance - Parcel Management	03/01/2021-02/28/2022	\$ 552.24
New World Maintenance - Code Enforcement	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Community GIS Integration	03/01/2021-02/28/2022	\$ 208.00
New World Maintenance - Licensing (Animal, Business, Contractor)	03/01/2021-02/28/2022	\$ 918.32
New World Maintenance - Municipal Inspections	03/01/2021-02/28/2022	\$ 918.32
New World Maintenance - myMobility Server	03/01/2021-02/28/2022	\$ 2,085.20
New World Maintenance - myInspections Unlimited Users	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Request for Services Tracking	03/01/2021-02/28/2022	\$ 458.64
New World Maintenance - Project Planning	03/01/2021-02/28/2022	\$ 445.12
New World Maintenance - CD Analytics	03/01/2021-02/28/2022	\$ 214.24

Remittance
Tyler Technologies, Inc. (FEIN 75-2303920)
PO Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies – ERP Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Attachment: Tyler Tech (Computer Annual Maintenance Contract)

DESCRIPTION	CYCLE DATE	AMOUNT
New World Maintenance - CD Dashboard	03/01/2021-02/28/2022	\$ 408.72
New World Maintenance - User License to Site License	03/01/2021-02/28/2022	\$ 1,684.80
New World Maintenance - Time & Attendance Interface .NET	03/01/2021-02/28/2022	\$ 374.40
New World Maintenance - CD Standard Users	03/01/2021-02/28/2022	\$ -
New World Maintenance - Decision Support Base Datamart	03/01/2021-02/28/2022	\$ -
New World Maintenance - Permits	03/01/2021-02/28/2022	\$ 689.52

Attachment: Tyler Tech (Computer Annual Maintenance Contract)

*Applicable taxes not included

Total: \$ 68,486.08

Remittance
Tyler Technologies, Inc. (FEIN 75-2303920)
PO Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies – ERP Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Parks & Recreation Dept.**Chris Skidmore****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6878 Phone****ORDINANCE REQUEST**

DATE: April 12, 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.

"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 on 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.

(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.~~

~~—(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 Reynoldsburg 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.)

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.

- (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 firearm 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.~~

(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

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.

(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.~~

~~(bF)~~ No person in a park shall be intoxicated or under the influence of any intoxicating liquor or alcoholic beverage.

~~(e 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.)

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.

(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~~

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.

(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.)

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: April 12, 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
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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**

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.

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

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

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. That following approval by Council, this Ordinance shall be effective thirty days following 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 (collectively 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 pursuing 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.

(I) **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 corner of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section I", 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 of 236.93 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 corner of the subdivision entitled "Woods at Reynoldsburg Section 4 Part I", 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 of 73.27 feet to an iron pin set;

South 72° 07' 36" West, a distance of 70.78 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 corner 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 corner 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

Attachment: Termination of Restrictive Covenant (West Licking Fire District Real Estate Transfer)

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 corner of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section I", 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 of 236.93 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 corner of the subdivision entitled "Woods at Reynoldsburg Section 4 Part I", 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 of 73.27 feet to an iron pin set;

10.598 ACRES

-2-

South 72° 07' 36" West, a distance of 70.78 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 corner 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 corner 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 1 ", of record in Plat Book 16, Pages 50 and 51, Recorder's Office, Licking County, Ohio.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE:** **April 12, 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
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**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 within 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 not 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 Unit 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 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **AT&T Small Cell Easement**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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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**

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

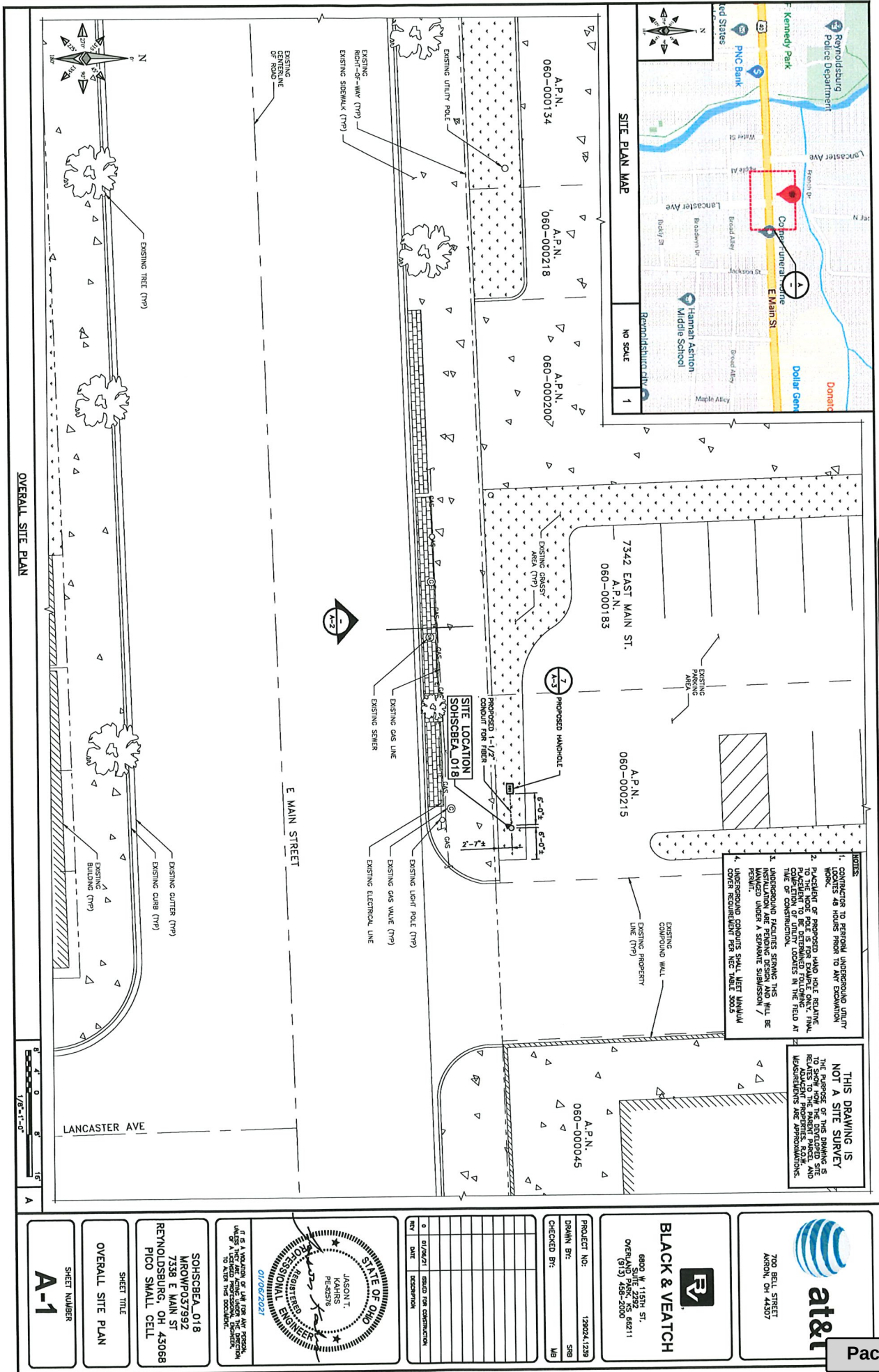
Attachment: AT&T Easement (AT&T Small Cell Easement)

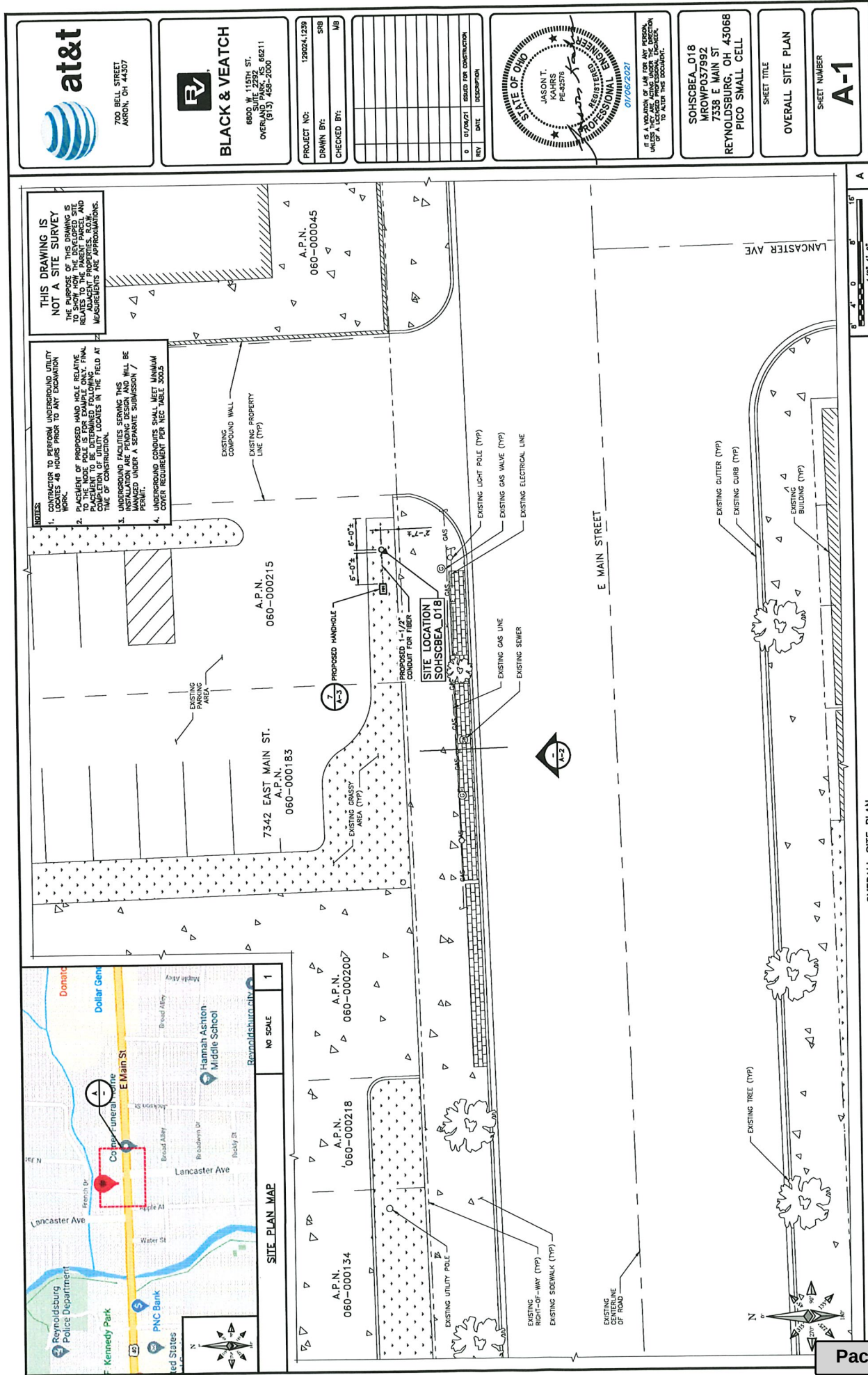
EXHIBIT A

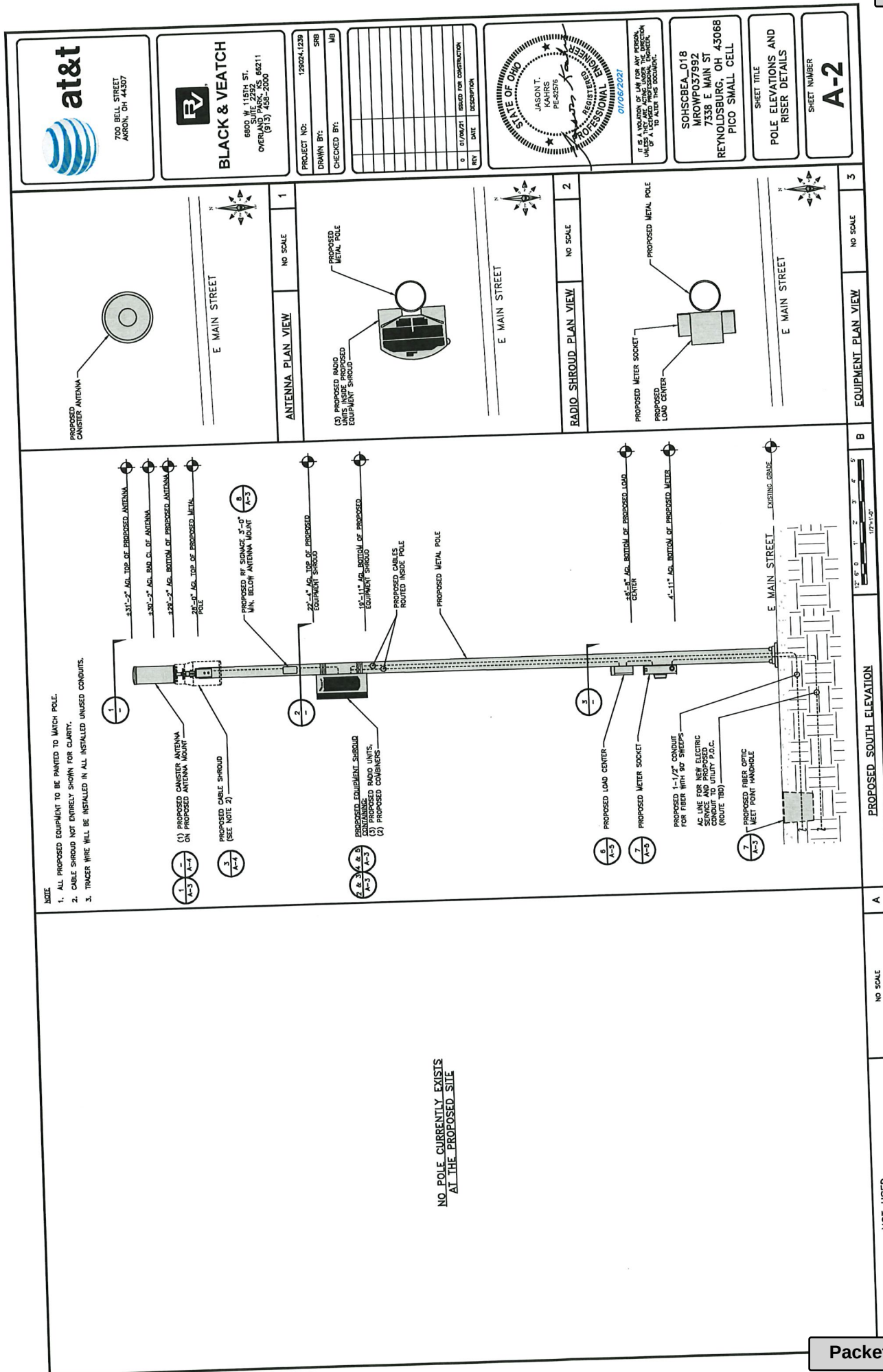
Situated in the State of Ohio, County of Franklin, and in the City of Reynoldsburg and bounded and described as follows:

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.

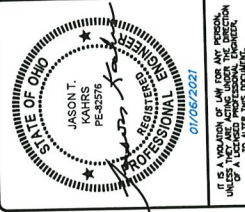
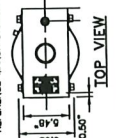
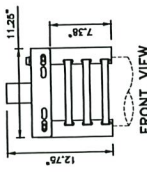
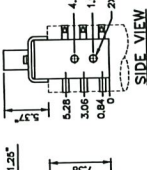
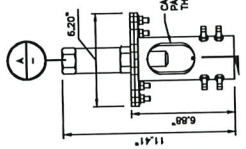
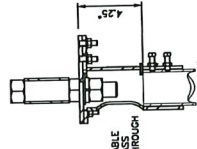
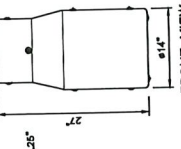
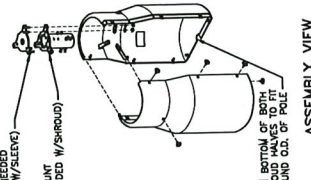
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B







Packet Pg. 317

 700 BELL STREET ARRON, OH 44307		 BLACK & VEATCH 6800 W. 15TH ST. OVERLAND PARK, KS 66211 (913) 458-2000		PROJECT NO: 128024.1239 DRAWN BY: SPS CHECKED BY: MB		REV: 0 01/04/21 DATE: 01/06/2021 DESCRIPTION: SEAL FOR CONSTRUCTION		 IT IS A VIOLATION OF ANY LAW OR ORDINANCE, UNLESS IT IS A LICENSED PROFESSIONAL ENGINEER, TO REPRODUCE THIS DOCUMENT.		SOHSCBEA_018 MROWP037992 7338 E MAIN ST REYNOLDSBURG, OH 43068 PICO SMALL CELL		SHEET TITLE ANTENNA MOUNTING DETAILS		SHEET NUMBER A-4	
CONCEALFAB 007948 DIMENSIONS: 12.70"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.    2X BOLT HOLES FOR ALTERNATIVE ATTACHMENT WITH 3/4" DIA. BOLTS (NOT SUPPLIED) 3X 1" S.S. BAND CLAMPS (NOT SUPPLIED) (MINIMUM 6" TO 8"-7/8") APPLY ANTI-SEIZE STEEL HARDWARE		CONCEALFAB 900862 DIMENSIONS: 11.41"x7.00" (290x178 mm) WEIGHT (WITHOUT ADAPTER): 5.18 lbs (2.34 kg) * DETAIL IS FOR GRAPHIC REPRESENTATION. CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.  		CONCEALFAB 900181 HEIGHT: 27" (686mm) LOWER DIAMETER: 14" (356mm) UPPER DIAMETER: 11.25" (286mm) WEIGHT: 6.87 lbs (3.09kg) * DETAIL IS FOR GRAPHIC REPRESENTATION. CONTRACTOR MUST REFERENCE MANUFACTURERS DRAWINGS PRIOR TO CONSTRUCTION.    TRIM BOTTOM OF BOTH POLES TO FIT AROUND O.D. OF POLE		STANDARD POLE TOP MOUNT NO SCALE		ANTENNA SLEEVE MOUNT NO SCALE		POLE TOP MOUNT CABLE SHROUD NO SCALE		ASSEMBLY VIEW NO SCALE			
NOT USED		NOT USED		NOT USED		NOT USED		NOT USED		NOT USED		NOT USED			
NOT USED		NOT USED		NOT USED		NOT USED		NOT USED		NOT USED		NOT USED			



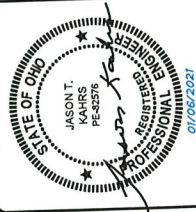
700 BELL STREET
AKRON, OH 44307



BLACK & VEATCH

6800 W. 115TH ST.
OVERLAND PARK, KS 66211
(913) 459-2000

PROJECT NO: 120024.1239
DRAWN BY: SRB
CHECKED BY: MB

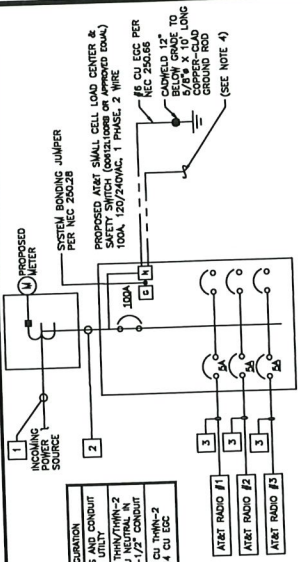


IT IS A VIOLATION OF LAW FOR ANY PERSON
UNLESS THEY ARE A REGISTERED PROFESSIONAL
ENGINEER TO SIGN THIS DOCUMENT.

SOHSCBEA_018
MROWPO37992
7338 E MAIN ST
REYNOLDSBURG, OH 43068
PICO SMALL CELL

SHEET TITLE
ELECTRICAL DETAILS

SHEET NUMBER
E-1



NO	FROM	TO	CONFIGURATION
1	INCOMING ELECTRICAL SERVICE P.O.C.	PROPOSED METER	(1) #1 CU THHN-2
2	PROPOSED METER	PROPOSED LOAD CENTER & SAFETY SWITCH	(1) #1 CU THHN-2 (1) #1 CU THHN-2
3	PROPOSED LOAD CENTER & SAFETY SWITCH	AT&T RADIO	(2) #14 CU THHN-2 (1) #14 CU THHN-2

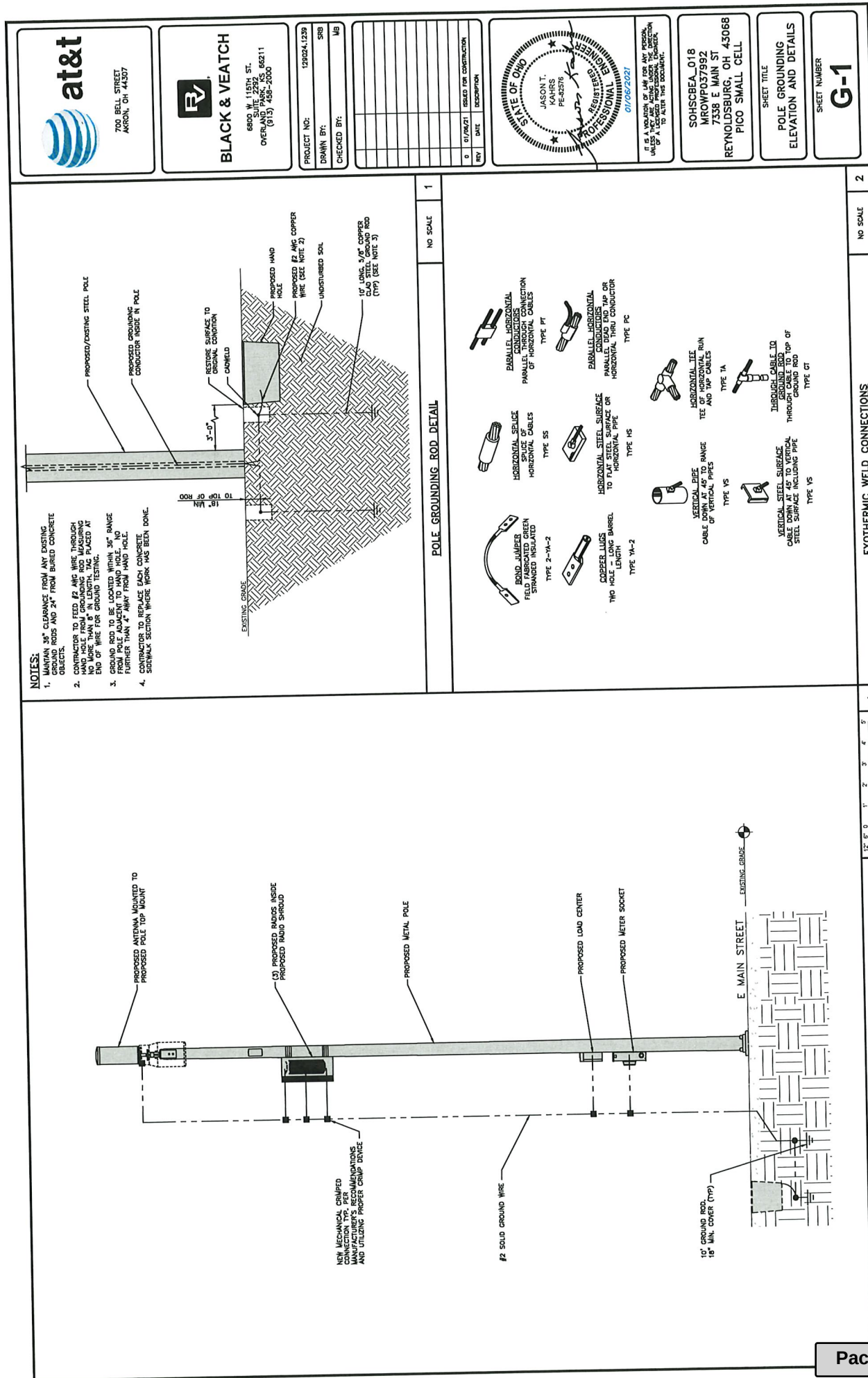
120VAC FEEDER CONDUCTOR MAXIMUM DISTANCE
#1 CU WEG 101350-07 3% VOLT DROP @ 2.34A

NO	FROM	TO	CONFIGURATION
1	INCOMING ELECTRICAL SERVICE P.O.C.	PROPOSED METER	(1) #1 CU THHN-2
2	PROPOSED METER	PROPOSED LOAD CENTER & SAFETY SWITCH	(1) #1 CU THHN-2 (1) #1 CU THHN-2
3	PROPOSED LOAD CENTER & SAFETY SWITCH	AT&T RADIO	(2) #14 CU THHN-2 (1) #14 CU THHN-2

PICO 100AMP 120/240V ELECTRICAL AC ONE-LINE DIAGRAM

NOTES

- ALL NEW CONDUCTOR WIRE TO BE INSTALLED SHALL BE COPPER THHN-2, THHN-2, THHN-2 WIRE UNLESS NOTED OTHERWISE.
- ALL INSTALLED CONDUCTORS AND SIGNAL CABLES TO BE CLEARLY MARKED "AT&T SMALL CELL" WITH BRASS OR FIBERGLASS TAGS.
- ALL GROUNDING AND BONDING TO BE PER THE RECOGNIZED EDITION OF THE NATIONAL ELECTRIC CODE (NEC).
- CONCRETE ENCASED ELECTRODE PER NEC 250.68(A)(3)(1) OR (2) OR SUPPLEMENTAL ELECTRODE PER NEC 250.68(A)(2)(3).
- CONDUCTORS TO FOLLOW APPLICABLE DIAGRAM BASED ON PROVIDED ELECTRICAL SERVICE.
- THE METER, DISCONNECT AND SAFETY SWITCH/LOAD CENTER ARE ALL WITHIN 10 FT. MOUNTED ON THE POLE. THE BRANCH CIRCUIT IS BELOW 10 FT (FINAL CIRCUIT BREAKER TO RIMS) WITH MINIMUM VOLT DROP.





700 BELL STREET
AKRON, OH 44307

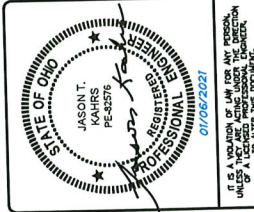


BLACK & VEATCH

6800 W. 115TH ST.
SUITE 2250
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO: 120224.1239
DRAIN BY: SPS
CHECKED BY: MB

REV	DATE	DESCRIPTION
0	01/04/21	ISSUED FOR CONSTRUCTION



SOHSCBEA_018
MROWP037992
7338 E MAIN ST
REYNOLDSBURG, OH 43088
PICO SMALL CELL

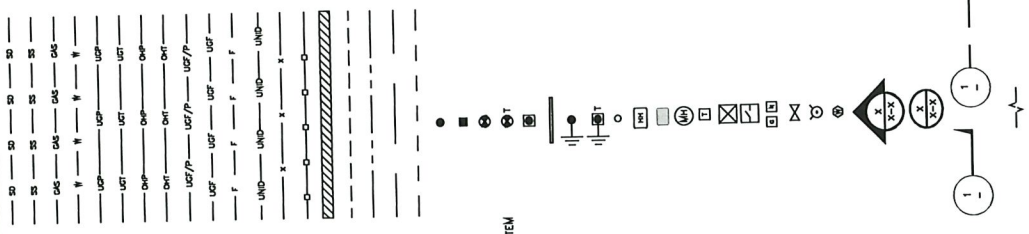
SHEET TITLE
LEGEND AND
ABBREVIATIONS

SHEET NUMBER
GN-1

AB	ANCHOR BOLT	LB(S)	POUND(S)
AB	ABOVE	LF	LINEAR FEET
AC	ALTERNATING CURRENT	LTE	LONG TERM EVOLUTION
ADL	ADDITIONAL	MAS	MAGNET
AFF	ABOVE FINISHED FLOOR	MAS	MAGNET
AC	APPROXIMATE	MECH	MECHANICAL
ALUM	ALUMINUM	MFR	MANUFACTURER
ALT	ALTERNATE	MGR	MASTER GROUND BAR
APPROX	APPROXIMATE	MIS	MISCELLANEOUS
ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
ATS	AUTOMATIC TRANSFER SWITCH	MIS	MISCELLANEOUS
ANG	AMERICAN WIRE GAUGE	MIS	MISCELLANEOUS
BAT	BATTERY	MIS	MISCELLANEOUS
BLDG	BUILDING	MIS	MISCELLANEOUS
BLK	BLACK	MIS	MISCELLANEOUS
BLG	BLOCKING	MIS	MISCELLANEOUS
BM	BEAM	MIS	MISCELLANEOUS
BTC	BARE TINNED COPPER CONDUCTOR	MIS	MISCELLANEOUS
BT	BOTTOM OF FOOTING	MIS	MISCELLANEOUS
CAB	CABINET	MIS	MISCELLANEOUS
CANT	CANTILEVERED	MIS	MISCELLANEOUS
CHG	CHARGING	MIS	MISCELLANEOUS
CLG	CELLING	MIS	MISCELLANEOUS
CLR	CLEARANCE	MIS	MISCELLANEOUS
COL	COLUMN	MIS	MISCELLANEOUS
COM	COMMON	MIS	MISCELLANEOUS
CONC	CONCRETE	MIS	MISCELLANEOUS
CONSTR	CONSTRUCTION	MIS	MISCELLANEOUS
DBL	DOUBLE	MIS	MISCELLANEOUS
DC	DIRECT CURRENT	MIS	MISCELLANEOUS
DEPT	DEPTH	MIS	MISCELLANEOUS
DF	DOUGLAS FIR	MIS	MISCELLANEOUS
DA	DIAMETER	MIS	MISCELLANEOUS
DAG	DIAGONAL	MIS	MISCELLANEOUS
DMG	DIMENSION	MIS	MISCELLANEOUS
DWG	DRAWING	MIS	MISCELLANEOUS
DWL	DOWEL	MIS	MISCELLANEOUS
(E)	EXISTING	MIS	MISCELLANEOUS
EA	EACH	MIS	MISCELLANEOUS
EC	ELECTRICAL CONDUCTOR	MIS	MISCELLANEOUS
EL	ELEVATION	MIS	MISCELLANEOUS
ELEC	ELECTRICAL	MIS	MISCELLANEOUS
ELT	ELECTRICAL	MIS	MISCELLANEOUS
ENG	ENGINEER	MIS	MISCELLANEOUS
EXP	EXPANSION	MIS	MISCELLANEOUS
EXT	EXTERIOR	MIS	MISCELLANEOUS
FAB	FABRICATION	MIS	MISCELLANEOUS
FF	FINISH FLOOR	MIS	MISCELLANEOUS
FG	FINISH GRADE	MIS	MISCELLANEOUS
FF	FACILITY INTERFACE FRAME	MIS	MISCELLANEOUS
FIN	FINISH(ED)	MIS	MISCELLANEOUS
FLR	FLOOR	MIS	MISCELLANEOUS
FON	FOUNDATION	MIS	MISCELLANEOUS
FOD	FACE OF CONCRETE	MIS	MISCELLANEOUS
FOM	FACE OF MASONRY	MIS	MISCELLANEOUS
FOS	FACE OF STUD	MIS	MISCELLANEOUS
FOW	FACE OF WALL	MIS	MISCELLANEOUS
FS	FINISH SURFACE	MIS	MISCELLANEOUS
FT	FOOT	MIS	MISCELLANEOUS
FTG	FOOTING	MIS	MISCELLANEOUS
GA	GENERATOR	MIS	MISCELLANEOUS
GEN	GROUND FAULT CIRCUIT INTERRUPTER	MIS	MISCELLANEOUS
GLB	GLOBAL POSITIONING SYSTEM	MIS	MISCELLANEOUS
GLV	GLASS LAMINATED BEAM	MIS	MISCELLANEOUS
GND	GROUND	MIS	MISCELLANEOUS
GSM	GLOBAL SYSTEM FOR MOBILE	MIS	MISCELLANEOUS
HDR	HEADER	MIS	MISCELLANEOUS
HGR	HANGER	MIS	MISCELLANEOUS
HVAC	HEAT/VENTILATION/AIR CONDITIONING	MIS	MISCELLANEOUS
HT	HEIGHT	MIS	MISCELLANEOUS
IGR	INTERIOR GROUND RING	MIS	MISCELLANEOUS
IN	INCH	MIS	MISCELLANEOUS
INT	INTERIOR	MIS	MISCELLANEOUS

ABBREVIATIONS

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 (P.L.)
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

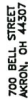
GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION
FOR THE PURPOSE
OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
GENERAL CONTRACTOR - OVERLAND CONTRACTING INC. (B&V)
CONTRACTOR (CONSTRUCTION)

- [illegible]

29. ALL NECESSARY RUBBERS, STAINERS, STOPCOCKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY A LAWFUL MANNER.
 30. ALL BROKEN GLASS, METAL, WOOD, PLASTIC, AND OTHER DEBRIS SHALL BE REMOVED FROM THE WORK AREA AND TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
 31. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDUCES 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 HANDCAP ACCESS REQUIRED).
 34. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AIA 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 AIA MOBILITY GROUNDING STANDARD. TECHNICAL SPECIFICATION FOR CONSTRUCTION OF A GSM/GPRS WIRELESS SITE AND EQUIPMENT INSTALLATION SPECIFICATION AND THE DRAWINGS SHALL GOVERN. CONFLICT BETWEEN THE TWO SHALL BE RESOLVED BY THE AIA DESIGN TEAM.
 37. CONTRACTOR 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 FMA 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 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 HOT DIP GALVANIZING IN ACCORDANCE WITH ASTM A780.
 46. ALL ANTENNA MOUNTANTS 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 UNSUED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO PREVENT ANTENNAS FROM BECOMING OVER THE CAPACITOR AND CONNECTOR NECK FOLLOWED BY A MINIMUM OF 2 WRAPS OF QUALITY BLACK TAPE OVER THE BUTT, OR SELF-FUSING TAPE DO NOT COVER AND HEAT DISPERSING SURFACES WITH HEATERPROOFING.
 49. PRIOR TO SETTING ANTENNA ADJUSTERS AND DOWNWIND, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA TRUE NORTH AND BE ORIENTED WITHIN +/- .5% AS REFERRED BY THE RTDS. ANTENNA DOWNLITS SHALL BE TRUE NORTH AND BE ORIENTED WITHIN +/- .5% AS REFERRED BY THE RTDS. RETURN TO NS-00246.
 50. JUMPS FROM THE TWA'S MUST TERMINATE TO OPPOSITE POLARIZATIONS IN EACH SECTOR.
 51. CONTRACTORS SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AS THE ANTENNAS AND PROVIDE THE INFORMATION TO AIA.
 52. THIS'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 THE STRUCTURE'S OWN RESPONSIBILITY. 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 INCLUDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK A RF CONNECTION BOTH SIDES OF THE CONNECTOR.
 57. ALL RF CONNECTIONS INCLUDING STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
 58. B. GROUNDING AND ANTENNA HARDWARE ON THE NO. 10 SHORT SERRANA FRAM THE THREADS TO THE SOLD SURFACE. EXAMPLE OF SOLD SURFACE GRADING BAR, ANTENNA BRACKET METAL.
 59. ALL BA ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
 60. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 4 LB-FT (5B NM).
 61. ALL GRASSHOPPER HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
 62. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 - 29.8 NM).
 63. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 - 2.3 NM).
- FIBER & POWER CABLE MOUNTING
64. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS OR CABLE TRAYWAYS, WHICH IN AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT AND TO PROTECT FROM DAMAGE TO THE CABLES AND SECURELY FASTENED TO THE CABLE TRAY HANGERS. THE INTER DUCT SHALL BE USED TO SEGREGATE CABLE TRAYS FROM THE CABLE TRAY HANGERS. SEE ARTICLE 770 RULES SHALL APPLY.

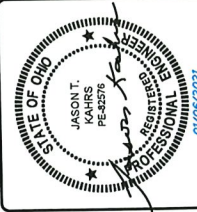
62. THE TYPE TC-CABLE SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY-ER AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING 60 FEET TO PREVENT SAGGING. THE CONTRACTOR SHALL VERIFY ACTUAL LENGTHS BASED ON ESTIMATED LENGTHS PRIOR TO ORDERING CABLE. MANAGER IF ACTUAL LENGTHS DIFFER FROM ESTIMATED LENGTHS.
 63. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.
- CABLE AND SIZE
1. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTHS BASED ON ESTIMATED LENGTHS PRIOR TO ORDERING CABLE. MANAGER IF ACTUAL LENGTHS DIFFER FROM ESTIMATED LENGTHS.
 2. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
 3. CONTRACTOR SHALL CONFIRM COAX CABLE COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD NO-00827 LATEST VERSION."
 4. ALL JUMPER TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LOF 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 AIEE STANDARDS.
- GENERAL CABLE AND EQUIPMENT NOTES
- A. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA TUNES, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
 - B. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
 - C. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
 - D. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND INSULATION ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
 - E. 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 REQUIREMENTS FOR WEATHERPROOFING, SEE NFPA70C APPROVED PAINT IS REQUIRED.
 - D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
 - F. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
 - G. GROUNDING AT THE ANTENNA LEVEL.
 - A. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
 - B. GROUNDING AT MID LEVEL, TOWERS LESS THAN 200' PRIOR TO TURNING HORIZONTAL.
 - C. GROUNDING INSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
 - D. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
 - H. ALL PROPOSED GROUND BAR DOWNLOADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR OR COMPRESSOR.
 - I. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS ALL CORRECT MAKE AND MODELS PRIOR TO INSTALLATION.
 - J. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
 - K. ANTENNA CONTRACTORS SHALL FURNISH AND INSTALL A 12'-0" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.
 - L. CLOSEOUT DELIVERABLES SHALL INCLUDE PHOTOS OF ALL MOUNTING HARDWARE INSTALLED TIGHT AND MARKED.



BLACK & VEATCH

6800 W 115TH ST.
SUITE 2292
IRLAND PARK, KS 66211
(913) 458-2000

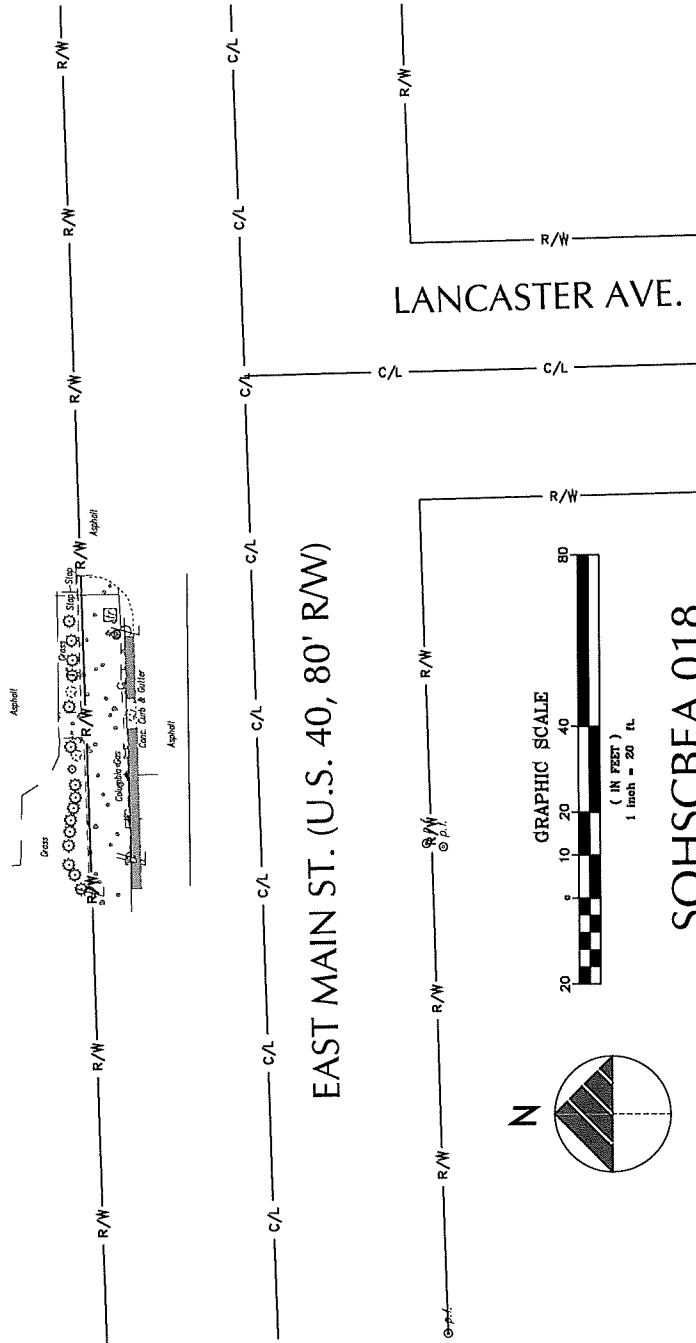
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CHECKED BY:	MB



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7338 E MAIN ST
OLDSBURG, OH 43068
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GENERAL NOTES

SHEET NUMBER
GN-2



Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

ORDINANCE REQUEST

DATE: **April 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Adopt-A-Road Program**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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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.**

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

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 include

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

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.

Attachment: Adopt-A-Road Program Exhibits (Adopt-A-Road Program)

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

Attachment: Adopt-A-Road Program Waiver (Adopt-A-Road Program)

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: **April 12, 2021**

TO: **Finance and Administration Committee**

RE: **Impact Fee Feasibility Report**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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



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



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

Why Impact Fees?

- O Maintain existing levels of service
- O New growth pays its equitable share
 - Anti-growth pressure may be eased
- O Encourages disciplined capital improvement planning
 - Earmarks money for capital improvements
- O Promotes comprehensive planning and growth management
 - Helps ensure adequate public facilities
- O Guarantees level playing field

Evaluate Need for Credits

O Site specific

- Developer constructs a capital facility included in fee calculations

O Debt service

- Avoid double payment due to existing or future bonds

O 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

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.

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

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

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		



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 | • Fire |
| • Roads | • EMS |
| • Water | • General Government |
| • Wastewater | Facilities |
| • Stormwater | • Libraries |
| • Parks and Recreation | • Transportation |
| • Open Space and Trails | • Electric |
| • Police/Sheriff | • Jail/Detention Center |

TischlerBise has conducted impact fee (and other one-time fee) studies in the following states:

- | | |
|---------------|------------------|
| • Alabama | • Montana |
| • Arizona | • Nebraska |
| • Arkansas | • Nevada |
| • California | • New Mexico |
| • Colorado | • North Carolina |
| • Delaware | • Ohio |
| • Florida | • Oklahoma |
| • Georgia | • Rhode Island |
| • Idaho | • South Carolina |
| • Illinois | • Texas |
| • Iowa | • Utah |
| • Maryland | • Virginia |
| • Mississippi | • West Virginia |
| • Missouri | • 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)

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.



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*

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Information about TischlerBise Consulting Services:

- | | |
|---|--|
| ☐ Fiscal Impact Analyses | Name _____ |
| ☐ Impact Fees | |
| ☐ Capital Improvement Programs | Title _____ Agency _____ Telephone _____ |
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| ☐ Growth Policy Studies | Street _____ |
| ☐ Market and Economic Analyses | |
| ☐ Fiscal and Economic Software | City _____ State _____ Zip _____ |



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 relationship 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 a 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

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Also: Pasadena, CA
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Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: April 12, 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.



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

Attachment: Van 411 Disposal Letterhead (Fixed Asset Removal Parks & Rec)

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 economical 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 12, 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

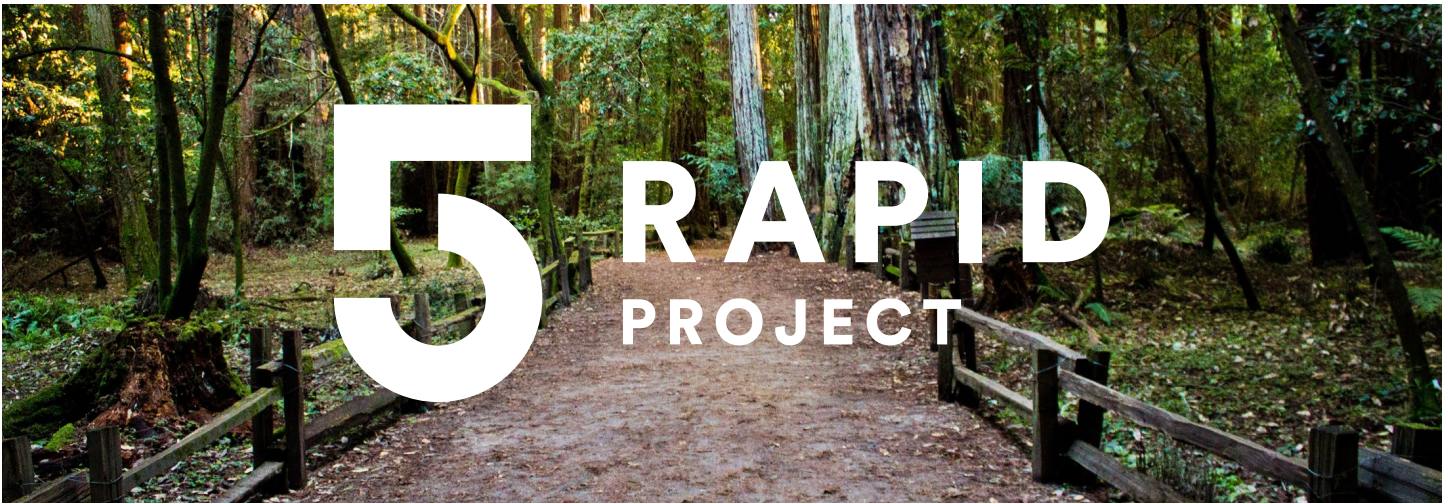
WHEREAS, the City of Reynoldsburg recognizes its ability as a local government to lead and influence the growth and development of pedestrian based connections to our greater community and support this RAPID 5 Project with a \$10,000 donation with The Columbus Foundation being the funding conduit for 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

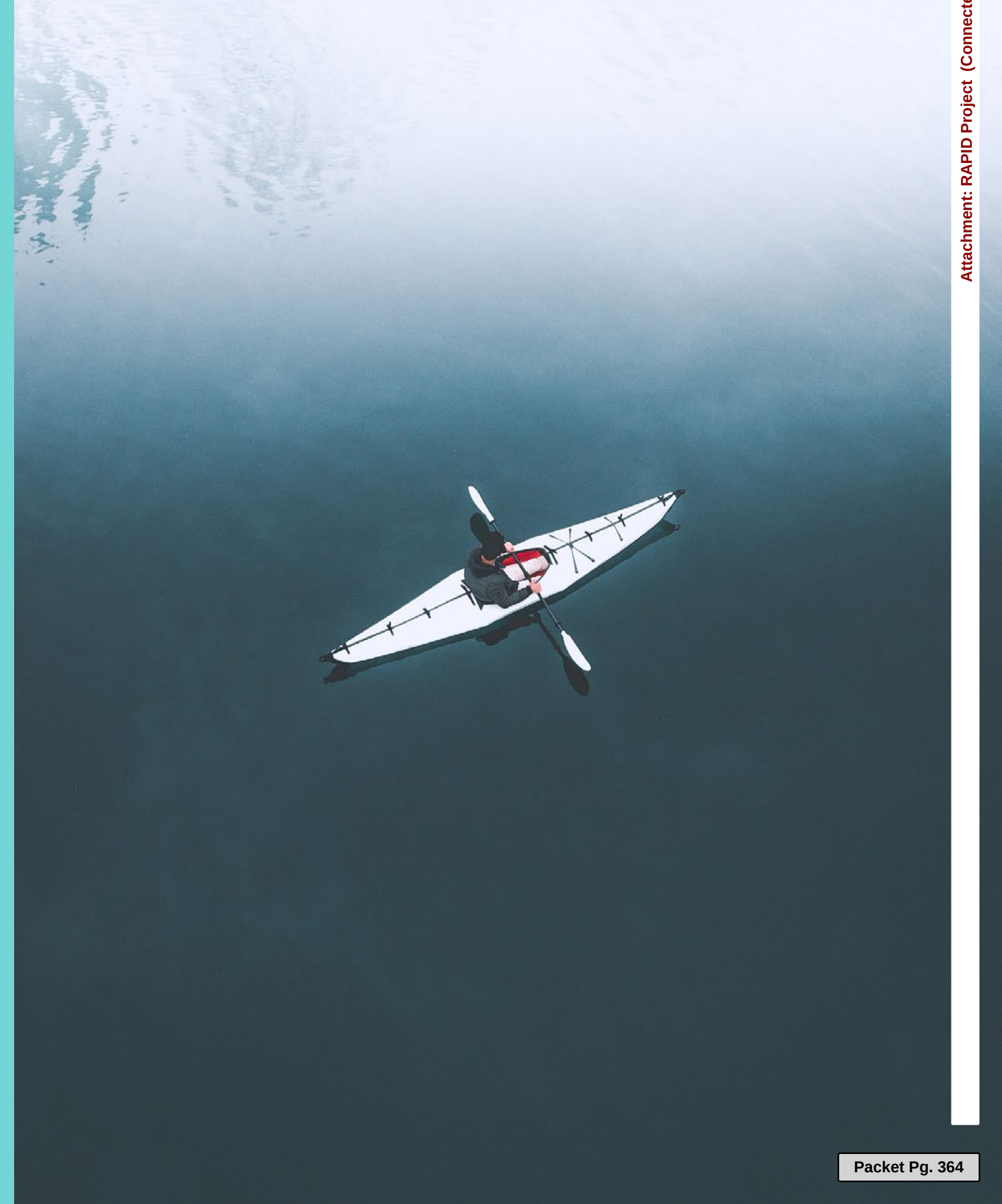
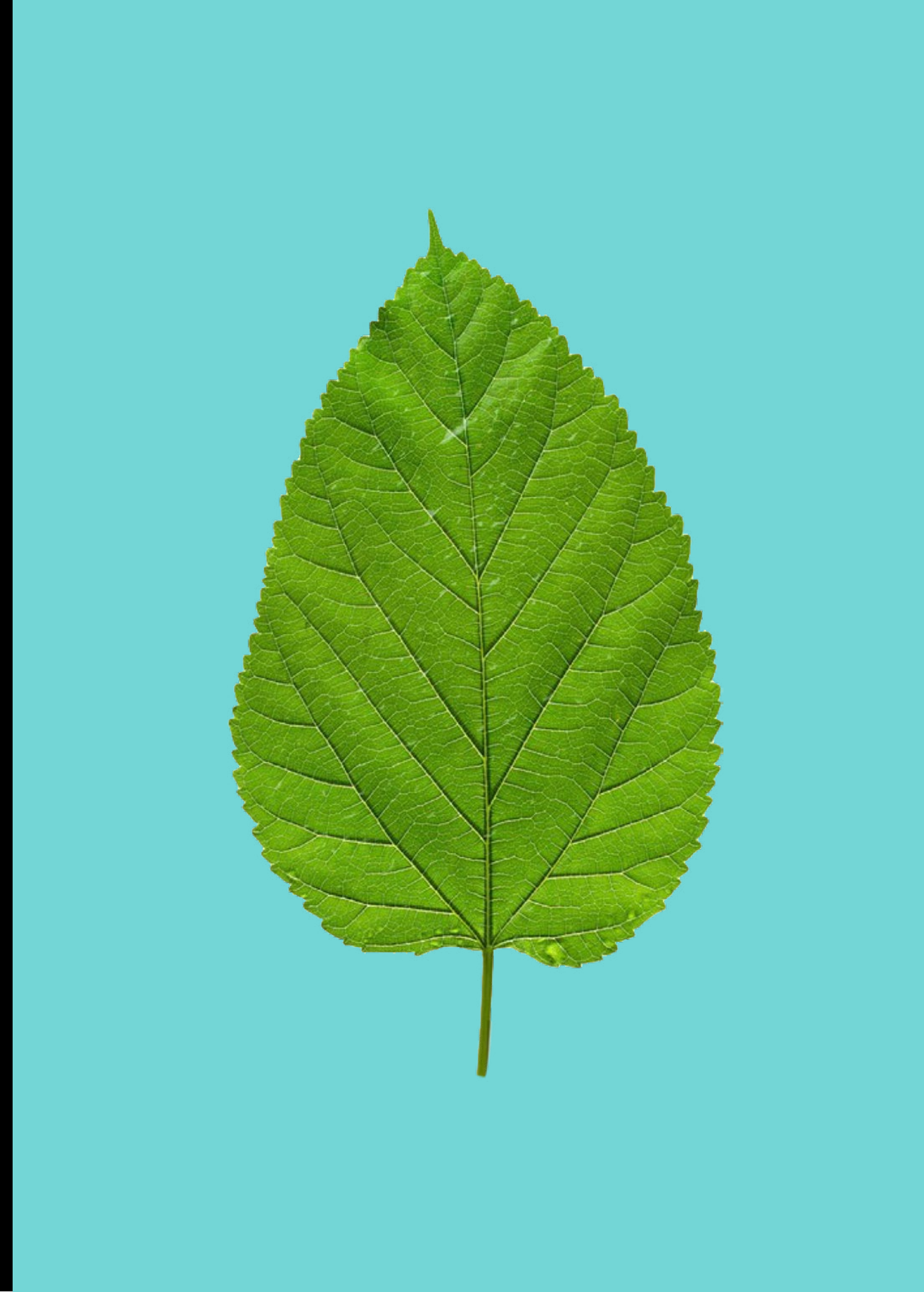
In 2021 ULI Columbus and MORPC will team up to work with local governments, the business community, and residents to develop the vision for RAPID 5. As with past efforts, like insight2050 and insight2050 Corridor Concepts, the power of this coalition will realize a game-changing vision for Central Ohio. 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.

Redefining Our City



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.**



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

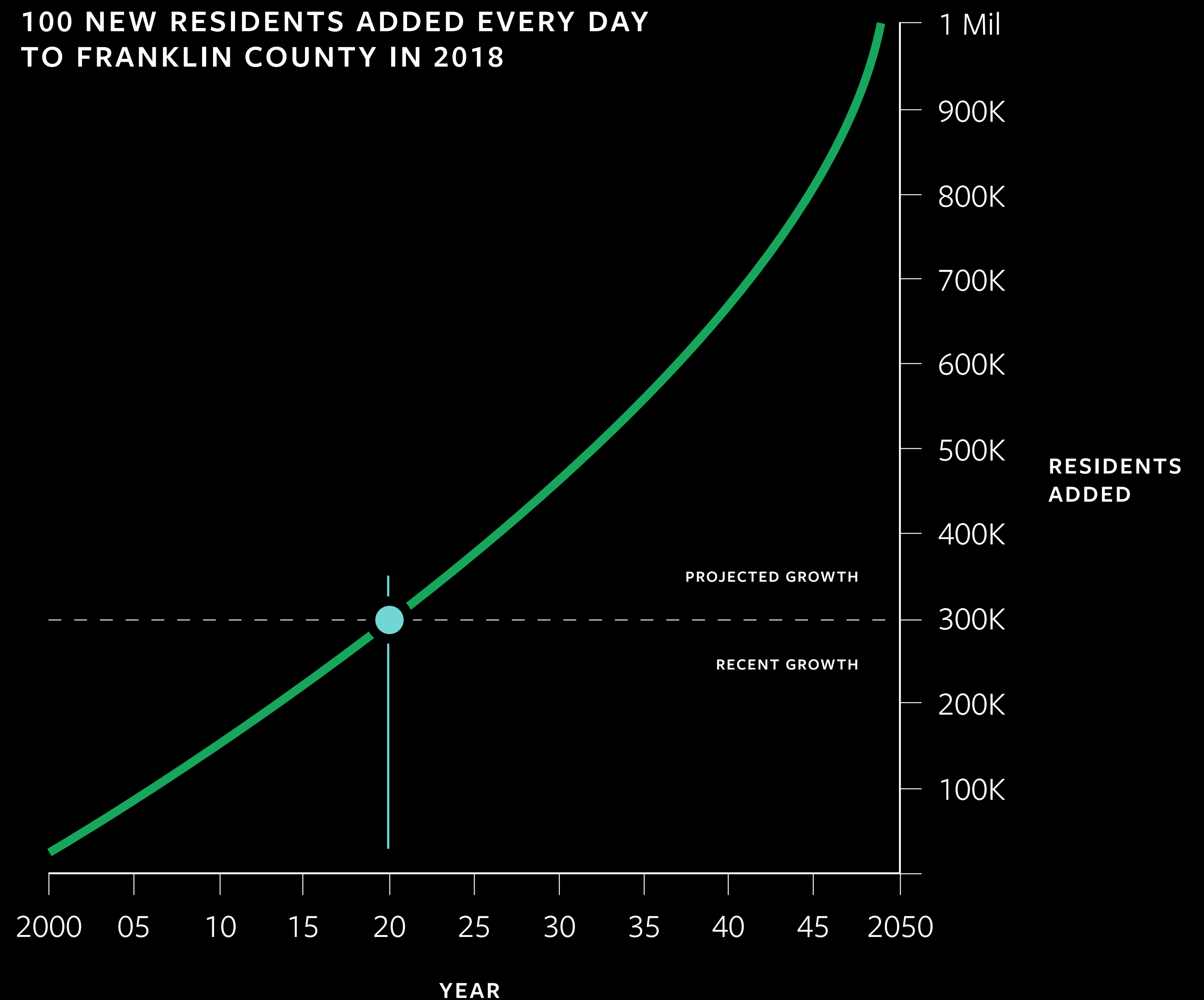
Growth Opportunities in Franklin County

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

100 NEW RESIDENTS ADDED EVERY DAY
TO FRANKLIN COUNTY IN 2018



Benefits Improving Our Community



Health & Wellness



Mobility Choice



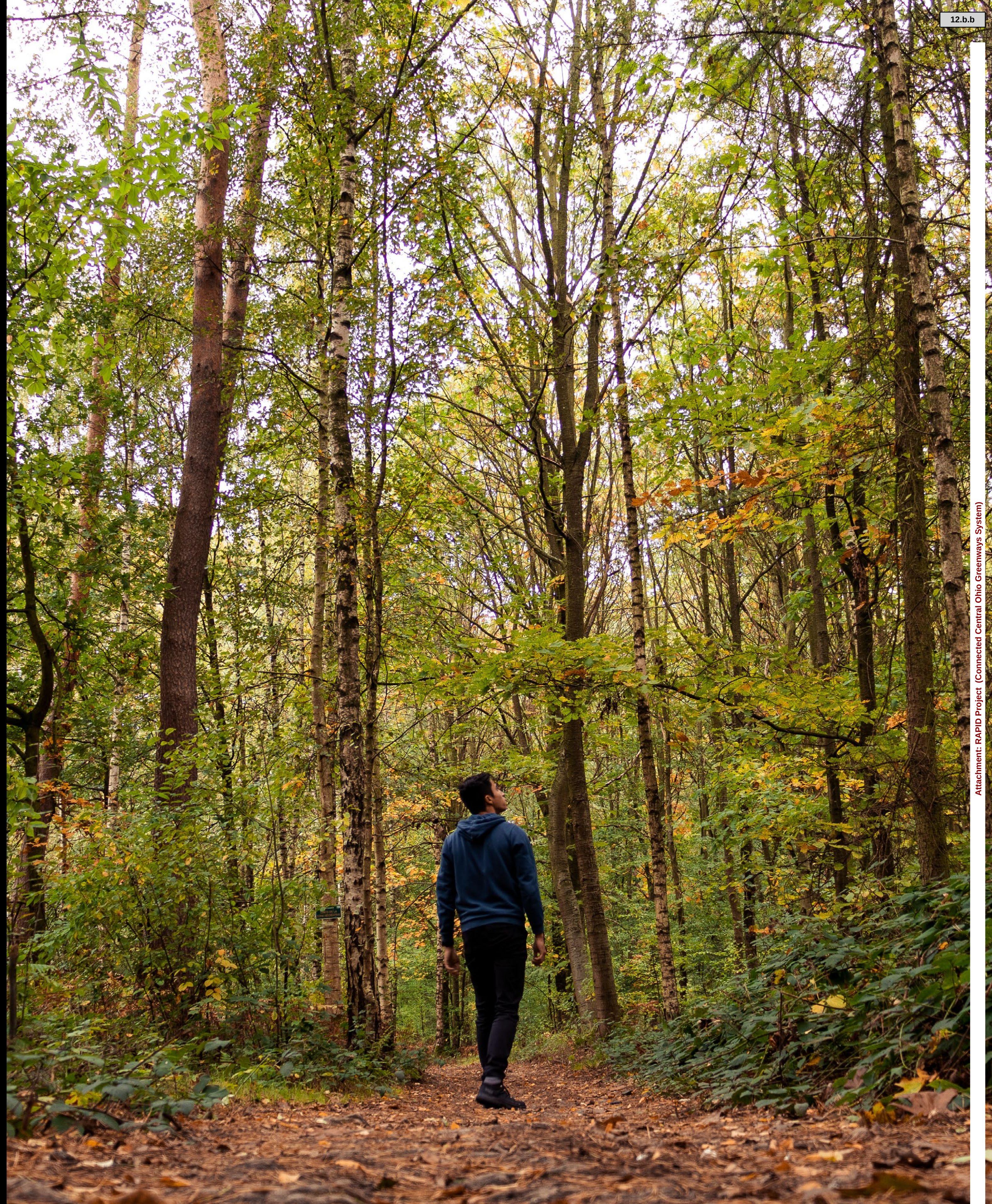
**Environmental
Stewardship**



Economic Vitality



Social Equity





People and Places Impacted



Schools & Students



Businesses & Employees



**Residents &
Neighborhoods**

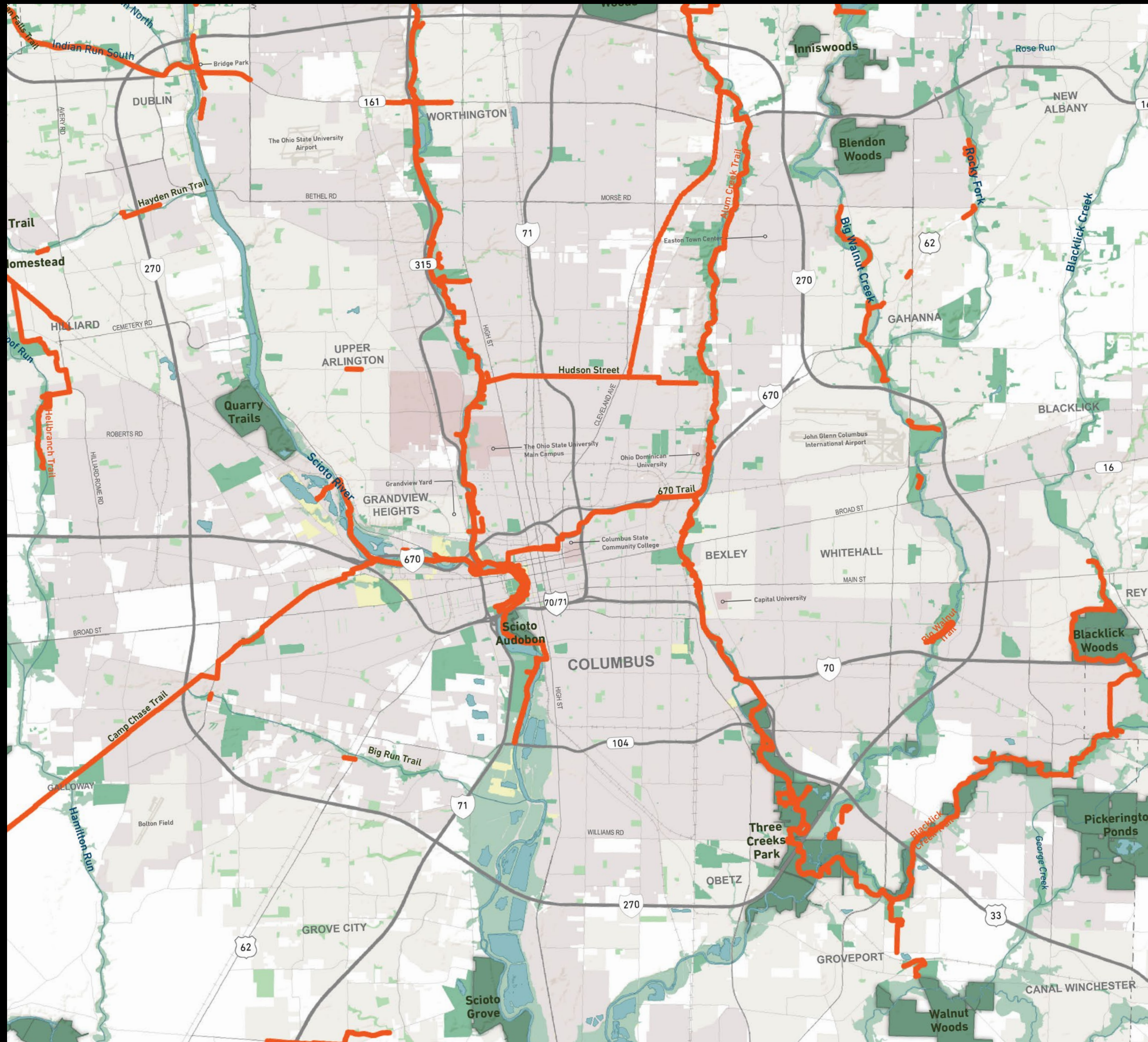


Cultural Institutions



**Marginalized
Communities**

Our System Today



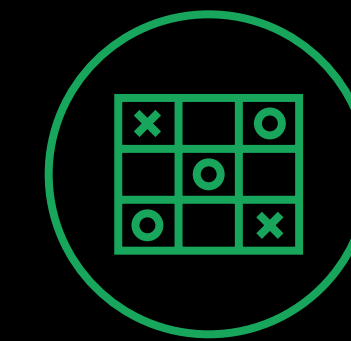
275 schools within 1/4 mile of existing park or trail



524k jobs within 1/4 mile of existing park or trail



840k residents within 1/4 mile of existing park or trail

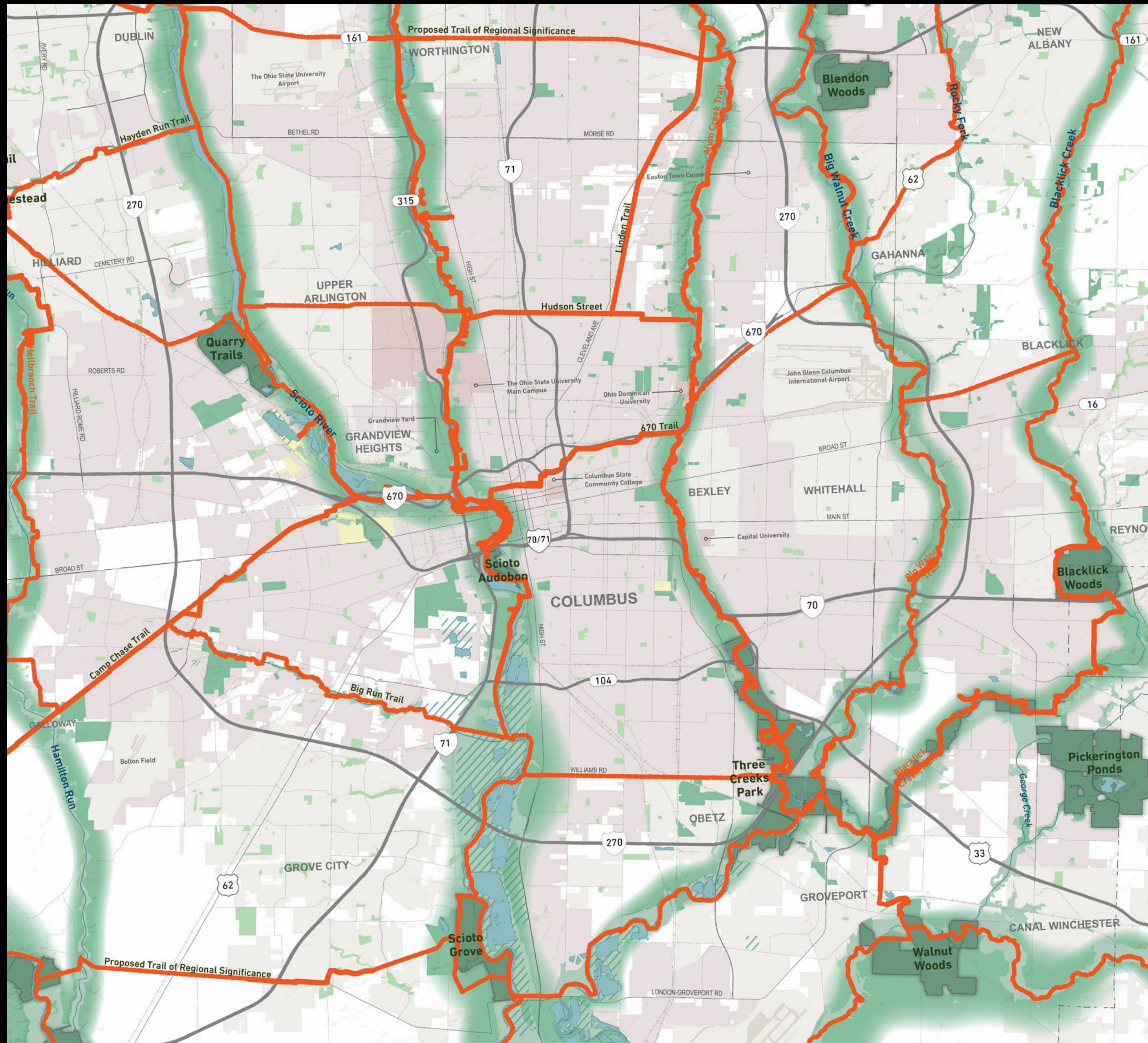


500 activity centers within 1/4 mile of existing park or trail



less than 60% of very low opportunity neighborhoods within 1/4 mile of existing park or trail

Our System Tomorrow



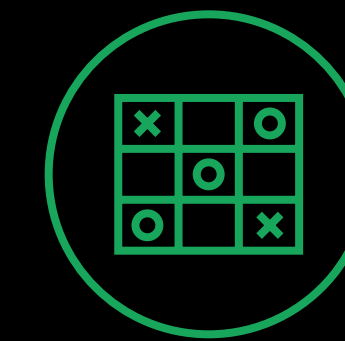
320 Schools within 1/4 mile of existing park or trail
45 (16%) more than today



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

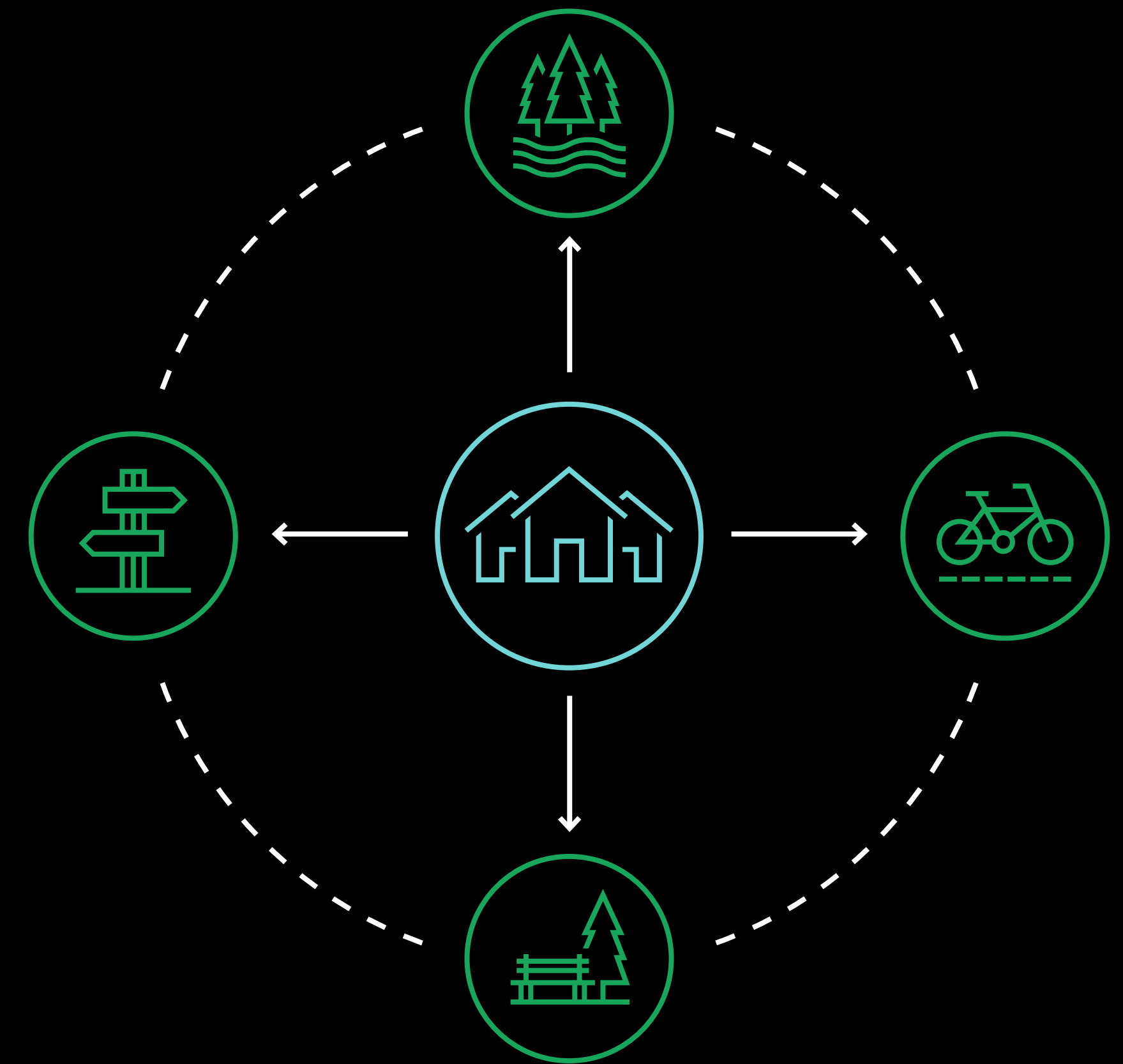


590 activity centers within 1/4 mile of existing park or trail
90 (18%) more than today



more than 77% of very low opportunity neighborhoods within 1/4 mile of existing park or trail
28% more than today

Our System Tomorrow



**Every Franklin County resident
will be within 1.5 miles of a park
or greenway**



PHOTO BY: FRED MILLER



PHOTO BY: K FEASEL



PHOTO BY: CB



PHOTO BY: AB



PHOTO BY: D CRAWFORD

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.



Contact RAPID

305 W Nationwide Blvd, Suite 217
Columbus, OH 43215
info@theRAPIDproject.org

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

DATE: **April 12, 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 12, 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.



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.**



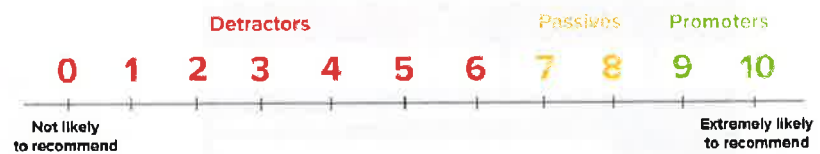
www.momnet.com


www.momnet.com

CLIENT LOYALTY IS OUR PRIORITY



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.



$$\text{NPS} = \% \text{ 😊 } - \% \text{ ☹️ }$$

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**.


TOTAL GREEN DOCUMENT SOLUTIONS

BUSINESS TECHNOLOGY REVIEW

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.



TOTAL **GREEN** DOCUMENT SOLUTIONS

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

Attachment: ID2960 (Purchase of Copiers for the PD)



TOTAL **GREEN** DOCUMENT SOLUTIONS

www.momnet.com

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!

Attachment: ID2960 (Purchase of Copiers for the PD)



TOTAL **GREEN** DOCUMENT SOLUTIONS



modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT

12.d.b

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

City of Reynoldsburg Police Department

STREET ADDRESS

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 METER - COLOR
------------------------	------------	------------------	----------------------------------	------------------------------------	---------------	-----------------	----------------------	------------------------

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES

Canon iRC5740i

Canon iR4745i

SERIAL NO.

STARTING METER - B&W

STARTING METER - COLOR

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 means 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

Modern Office Methods, Inc.

LESSOR

SIGNATURE

TITLE

DATED

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.

CUSTOMER (as stated above)

X

SIGNATURE

Mayor

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

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 limitation, 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"). We 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 and 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 agreed 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)

19089 (2017)

Page 1 of 2

Rev. 12/02/2013

Packet Pg. 386

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, 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 the 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 proper 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 returned 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) free 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 and 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 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 value 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 insured 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 will 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 in 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 the 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 LIABILITY 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 related 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 for 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 will 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 be 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 with 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 outstanding 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 hereto 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 us 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, terminates 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 our 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 at 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 immediately 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 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. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT 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 Agreement 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 collected in 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) compiled 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 your 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 applied 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 affiliates 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 term 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 the 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 condition, 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 OTHER 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 equal to 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 obtain, 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 ask 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 State. 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 the 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 by 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 any 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 agree to 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 expressly 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 information 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 other 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 consenting to 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 express 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 make 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 be in 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 THIS 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 SUPPLIER 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 WARRANTY, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM 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 UNDER 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 federal 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 THEIR 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 required 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 for 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. For 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 pay 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 number of 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 meter 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 number 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 successive 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 date of 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 pay 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 and each Payment thereafter shall be due on the same day of each month.

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.



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)

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.

Lessor

Signature

Title

Date

City Of Reynoldsburg Police Department

Customer

X

Signature

Mayor

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)

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			115w/15a	115w/20a	220v/20a	Steps	☐	
Location	7240 E Main St			Elevator	☐			☐	
IP Address	☐			Dock	☐			☐	
Model	Canon iR4745i			115w/15a	115w/20a	220v/20a	Steps	☐	
Location	7240 E Main St			Elevator	☐			☐	
IP Address	☐			Dock	☐			☐	
Connectivity & Software									
IT Contact				☐ Hot Swap		☐ User Codes ☒ Scan to Email ☐ Fiery / Creo			
IT Phone				☐ Demo Unit		☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer			
IT Email						☐ Fax Forward ☐ PPDM ☐ PS for Macs			
☒ Internal ☐ Outsourced ☐ None									
Who will be networking the equipment?				Is there a network drop available within 5 feet of the machine? ☒ Yes ☐ No					
☒ MOM ☐ Client ☐ Not Connected				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									
Network Services & Installation Rates Charge					Software Acknowledgement & Release				
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					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.				
Connectivity Warranty					Signature _____ Date _____ Network Installation Terms & Conditions Acceptance				
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.									
Post-Installation Training									
Key Operator Contact				Cheryl Kristy		Phone #		614-322-6926	
						e-Mail		ckristy@reypd.com	
Special Instructions									

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 MOM's 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 continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(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)

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

[illegible]

Company	Address	City St Zip
Contact	Phone	eMail

[illegible]

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

Description of Item(s) to be insured:

Name of Agency: _____

Canon iRC5740i

Address: _____

Canon iR4745i

Phone: _____

Fax: _____

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.

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

DATE: April 12, 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	Skipped 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.

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

DATE: **April 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Establish an Annual Sidewalk Maintenance Program**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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 that all owners of property abutting on streets of the City shall, upon notice being

Service Department

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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 the Clerk 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

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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. Survey
 - 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.

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

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

February 2, 2021

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

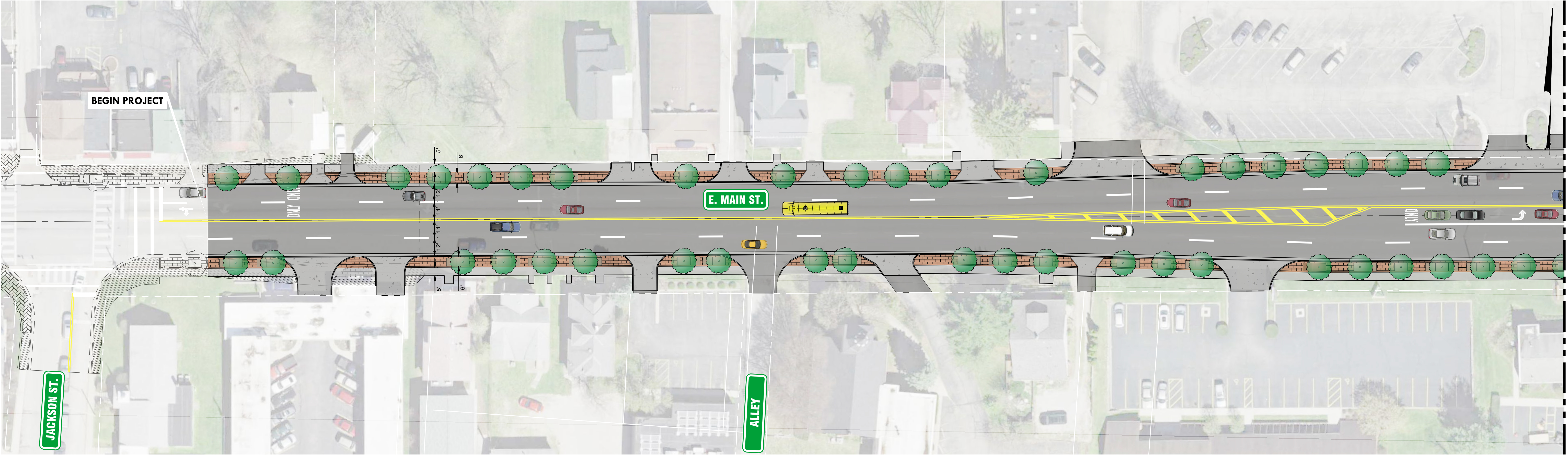
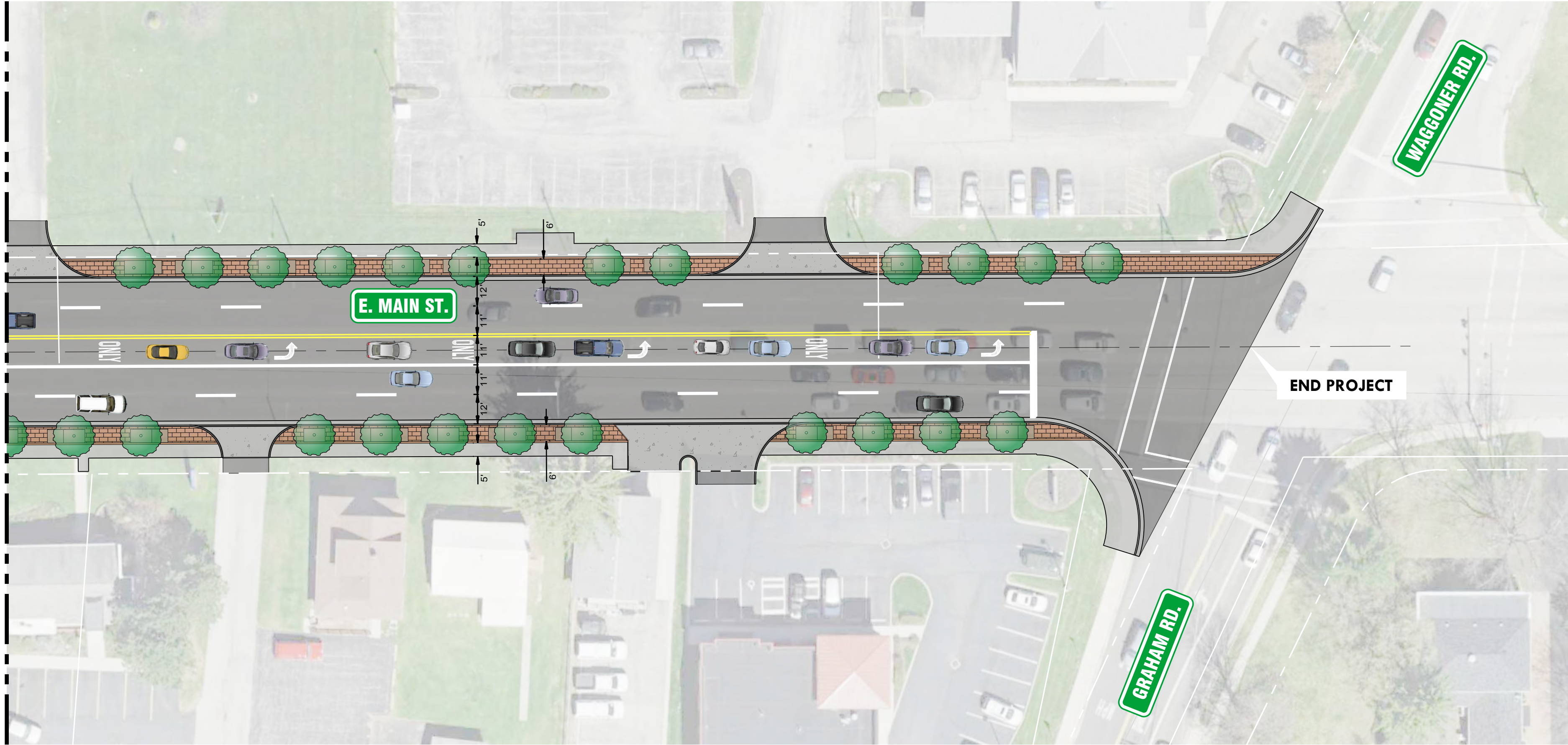
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

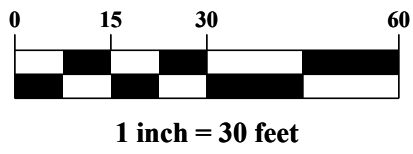
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MATCH LINE STATION SEE THIS SHEET



MATCH LINE STATION SEE THIS SHEET

GRAPHIC SCALE



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	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

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

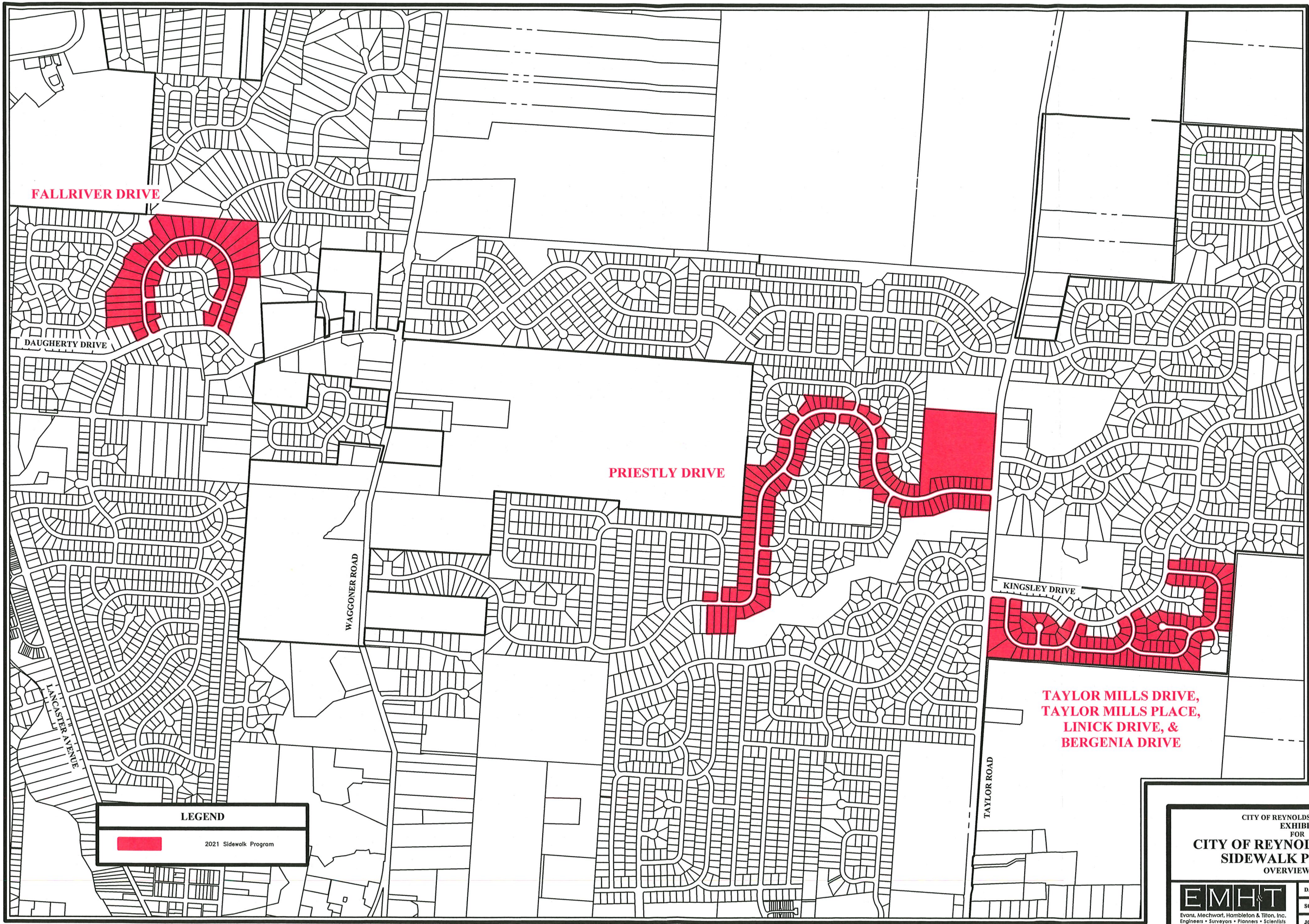
CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENTS FOR EAST MAIN STREET PHASE 2
July 13, 2020

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	Gl 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) (Establish an Annual Sidewalk



LEGEND

 2021 Sidewalk Program

CITY OF REYNOLDSBURG, OHIO
EXHIBIT
FOR
**CITY OF REYNOLDSBURG 2021
SIDEWALK PROGRAM
OVERVIEW MAP**

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com

DATE: FEBRUARY, 2021
SCALE: 1" = 1000'
JOB NO.: 20201190
SHEET

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 12, 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. Survey
 - 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.

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

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

February 2, 2021

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:

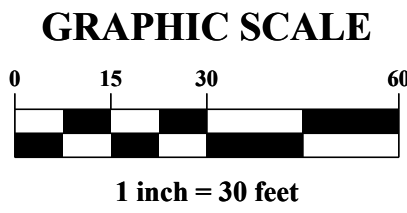
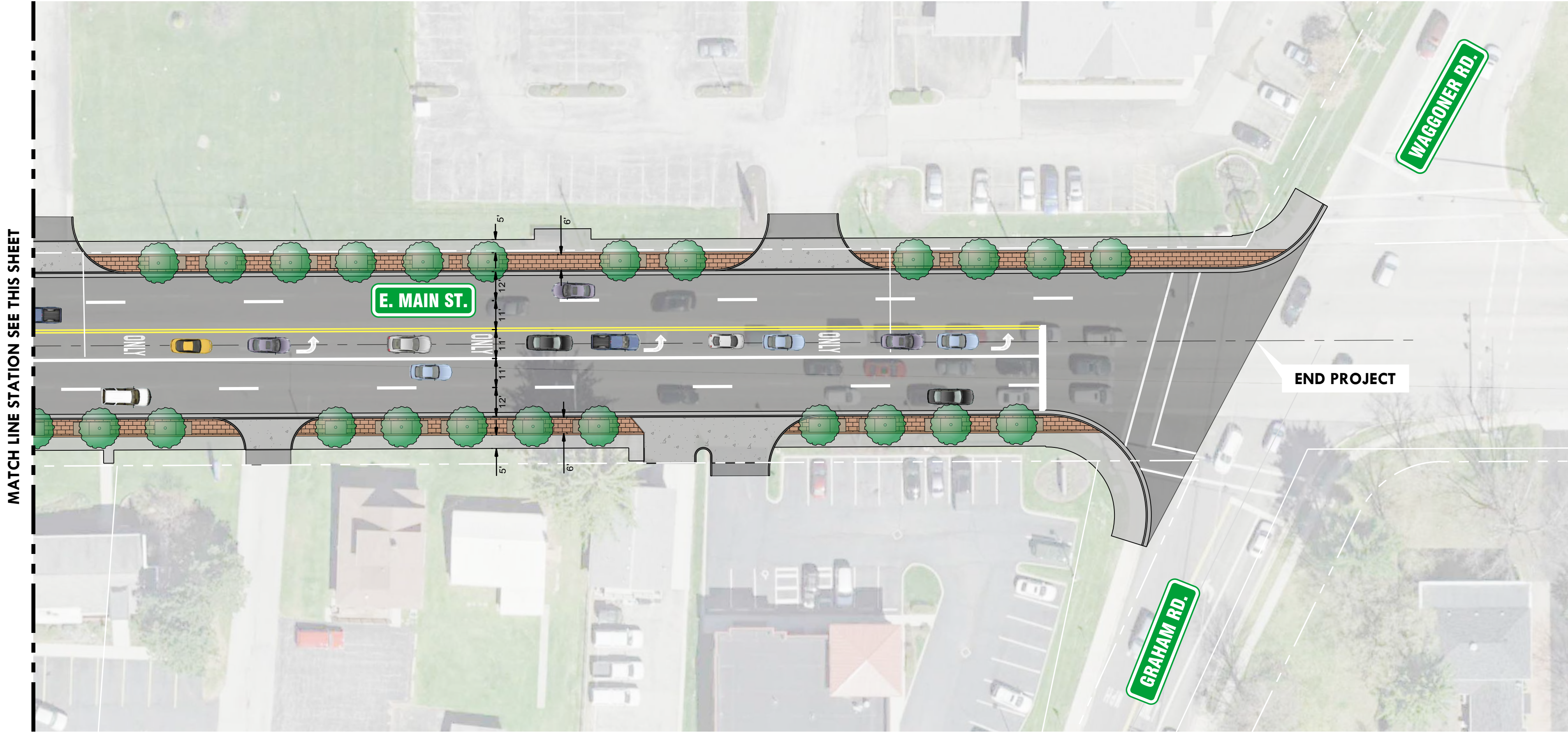
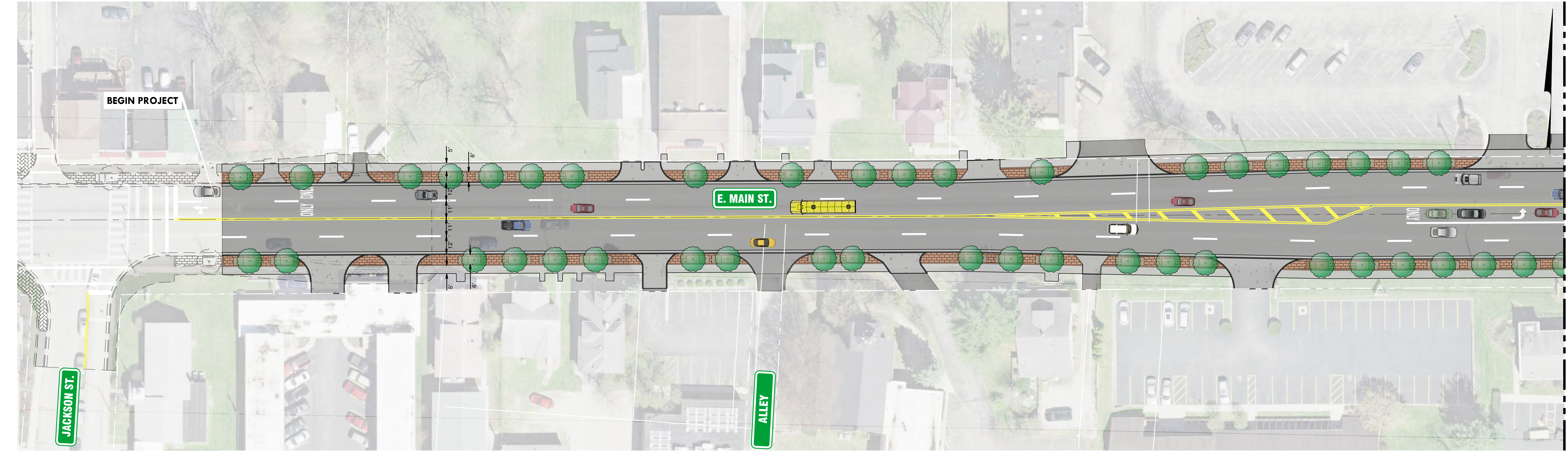
APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

J:\2020\0050\Drawings\Streets\East Main Street Phase 2\20200632 Exhibit Overall.dwg, Last Saved By: rashed, 7/13/2020 9:37 AM, Last Printed By: Ashhead, Raymond, 7/13/2020 9:37 AM, (No Xrefs)



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

Reynoldsburg
OHIO • 1839

City of Reynoldsburg
2020-0050

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
EAST MAIN STREET
PHASE 2

DATE	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

DATE	JULY 2019	JOB NO.	2020-0050
SCALE	1" = 30'	SHEET	1/1

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 _____						

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	Gl 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



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.

Mr. William Dorman
Proposal for 2021 GIS Services

February 15, 2021

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

Mr. William Dorman
Proposal for 2021 GIS Services

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:

Attachment: 2021 Geographic Information Systems (GIS) Proposal (EMH&T) (Agreement with EMH&T for GIS Support)

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: **April 12, 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
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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:

- o 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

- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- o Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- o Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- o 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.



- 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.



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
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CITY OF REYNOLDSBURG

Signature	Title	Date
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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)





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

ORDINANCE REQUEST

DATE: **April 12, 2021**

TO: **Finance and Administration Committee**

RE: **Renew Gas Aggregation Contract**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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 price 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, 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 Windmill 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.

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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")

By: _____

Print: **Richard A. Curnutte Sr.**

Title: **President**

Date: _____

CITY OF REYNOLDSBURG
("BUYER")

By: _____

Print: _____

Title: _____

Date: _____

Attachment: Gas Aggregation Renewal Agreement (Renew Gas Aggregation Contract)

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.

Attachment: Gas Aggregation Renewal Agreement (Renew Gas Aggregation Contract)

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 Windmill 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.

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.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) business days of the post mark date of the confirmation letter from COH. After the initial seven (7) business day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the Village's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the Village's program.** Service will automatically terminate upon the occurrence of any of the 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; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI, without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program this contract is rendered void with no penalty to either party. The laws of 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 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.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the City of Reynoldsburg's natural gas aggregation program, you must: (1) have a residence or business located in the City of Reynoldsburg; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in the City of Reynoldsburg, please contact VESI to remove your account from our aggregation list.

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 Windmill Drive, Pickerington, Ohio 43147

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **April 12, 2021**

TO: **Development, Parks and Recreation Committee**

RE: **Transfer Tomato Festival Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The 2020 Tomato Festival received donations in the amount of \$3750 that were deposited into the General Fund. Those funds need to be transferred into the 2021 Community Events budget.

AN ORDINANCE APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE COMMUNITY EVENTS DEPARTMENT

WHEREAS, the City of Reynoldsburg received financial donations in 2020 for the Tomato Festival; and

WHEREAS, those funds were received from MI Homes (\$1,000), Squire Patton Boggs: Friend of the Festival (\$250), and CT Consultants for Thursday entertainment (\$2,500); and

WHEREAS, those 2020 funds need to be transferred into the 2021 Events budget.

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

Mayor's Office
Jennifer Clemens
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

Section 1. That an amount of \$3,750.00 in the unappropriated General Fund be and is hereby appropriated as follows:

110.344.5215	Recreational Supplies	\$1,250.00
110.344.5339	Miscellaneous Contract Services	\$2,500.00

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

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

DATE: April 12, 2021

TO: Public Service and Transportation Committee

RE: OPWC Grant Agreement for East Main Street Phase 2

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This Ordinance authorizes the Mayor to sign the attached agreement with the OPWC for the purpose of facilitating the East Main Street Roadway Improvement project for Phase 2 incorporating resurfacing of roadway, curbs, sidewalks, storm sewer lines, and sidewalk beautification for the areas between Jackson Street to Waggoner/Graham Road.

**AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE PROJECT
GRANT/LOAN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION
FOR THE EAST MAIN STREET ROADWAY IMPROVEMENTS**

WHEREAS, on July 27, 2020, this Council passed Resolution No. 2020-03 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission State Capital Improvement Program (OPWC) to fund capital infrastructure improvements to East Main Street; and

WHEREAS, this Council is in the process of authorizing the Mayor to enter into a contract with EMH&T for survey, design engineering, and bid services for roadway improvements to East Main Street Phase 2, and appropriating \$339,795.00 for such engineering services; and

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

WHEREAS, the location of the infrastructure improvements will be East Main Street beginning at the intersection of Jackson Street to the intersection of Waggoner/Graham Roads; and

WHEREAS, the total estimate project cost is Two Million Nine Hundred Four Thousand Five Hundred Seventy Nine Dollars (\$2,904,579.00); and

WHEREAS, OPWC has approved the City's application for grant funding for East Main Street Roadway Improvements and has agreed to provide seventy-five percent (75%) of the total Project cost, not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00) for the purpose of financing and reimbursing costs associated with the Project; and

WHEREAS, of the funds to be provided by OPWC, One Million Four Hundred Ninety Seven Thousand Dollars (\$1,497,999.00) are provided as a grant and Five Hundred Two Thousand Dollars (\$502,000.00) are provided as a loan at zero percent (0%) interest to be paid over twenty-three (23) years; and

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

SECTION 1: The City accepts the OPWC award for the East Main Street Roadway Improvements Phase 2 in the form of a grant/loan not to exceed One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999.00).

SECTION 2. That, in accepting this award, the City also accepts the loan as set forth in the OPWC Agreement and Promissory Note.

SECTION 3. That funds, when received, be appropriated to account # 410.000.0170.5659 Miscellaneous Infrastructure.

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

SECTION 4. That the Mayor and City Auditor are hereby authorized to enter into an agreement with the Ohio Public Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

SECTION 5: That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

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

DATE: April 12, 2021

TO: Public Service and Transportation Committee

RE: Request to Engage EMH&T to Conduct CCTV Data Collection and Analysis

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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EMH&T will conduct CCTV data collection and analysis, including manhole inspections, related to the City's 2021 Sanitary Sewer Maintenance and Repair program. This work will be performed within an area bound by the City's western corporation boundary to the west, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

Sanitary sewer manhole inspections will be performed as part of this program, which falls under the City's obligations to meet the Ohio Environmental Protection Agencies (OEPA) Directors Findings and Orders.

EMH&T's proposal for these services is \$144,398.00. These funds were appropriated 720.736.5365 (Utility Line Repair Maintenance) as part of the City's 2021 water department budget.

**AN ORDINANCE AUTHORIZING 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**

WHEREAS, the City annually contracts the inspection and repair of portions of the sanitary

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

sewer lines; and

WHEREAS, EMH&T will conduct closed-circuit television (CCTV) data collection and analysis, including manhole inspections, as part of the 2021 Sanitary Sewer Maintenance and Repair program; and

WHEREAS, the work will be include the area bounded by the western City corporation boundary, Rosehill Road to the east, Timbermill Way/Connell Court to the north and Rosedale Avenue to the south.

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 in the amount of \$144,398.00 management of the sanitary sewer line CCTV, review of the CCTV videos and manhole inspections.

SECTION 2. That \$144,398.00 is available from account 720.736.5365 (Utility Line Repair Maintenance) to fund this project, which was approved in the 2021 Budget

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



February 3, 2021

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

**Subject: 2021 Sanitary Sewer CCTV Investigation and Analysis
 Proposal for Engineering Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for the 2021 Sanitary Sewer CCTV Investigation and Analysis project. This project will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the collection system in the Rosehill neighborhood (8-15" diameter) that runs mostly in rear yard easements. Please refer to Figure 1 for a schematic of the proposed study area. The project will include the CCTV inspection and evaluation in accordance with Pipeline Assessment Certification Program (PACP) standards and a summary memo with recommendations for rehabilitation of the sewers where warranted.



Figure 1: Study Area (Red Dashed Sewers)

SCOPE OF SERVICES

EMH&T will provide CCTV data collection and data analysis for the above referenced improvements to include the following tasks:

CCTV Inspection: CCTV inspection will be conducted in accordance with PACP standards. The information recorded in the CCTV inspections will be provided to Reynoldsburg on one flash drive along with one hard copy of the PACP format reporting with itemization of the observed defects. The pricing below is based on the following assumptions:

1. Manholes are assumed accessible to cleaning and inspection equipment. City crews will be available to provide access to manholes as needed.
2. Does not include bypass pumping. We understand the CCTV inspection may have to be completed during off peak hours.
3. Manhole lids assumed not to be welded shut and no restrictions to man-entry.
4. MACP inspection of manholes is not included. CCTV operator will pan around the interior of each manhole during the inspection.
5. Debris to be disposed of at wastewater treatment facility. No contingency for hazardous waste.
6. It is unlikely that maintenance of traffic will be required because these sewers are located in a residential area. However, if the need for maintenance of traffic arises, we will request assistance from the City's Street Department.
7. Two copies of CCTV logs and DVD's will be provided to the City upon conclusion of the project.
8. We have included hourly rate for cleaning/root removal as a project contingency.

CCTV Review and Analysis: The CCTV and PACP information will be reviewed and recommendations for improvement will be made where necessary. Recommendations for emergency repairs will be made upon discovery on a case-by-case basis via email. Recommendations for routine repairs will be made at the conclusion of the project in the format of a memo with exhibits depicting the recommended improvements. The pricing below is based on the following assumptions.

1. Review CCTV for approximately 23,500 linear feet of sanitary sewer.
2. Establish rehabilitation and replacement recommendations to correct the significant or critical defects, summarized in a memo with exhibits.
3. Develop cost estimates for the improvements recommended in the memo. Cost estimates will not include the cost of emergency repairs recommended during the course of the project.
4. Update the City's Sanitary Sewer Capital Improvement Plan exhibit and cost summary tables to incorporate new findings and recommendations.
5. Two hard copies of memo, exhibits, and cost estimates will be delivered to the City along with electronic (pdf) files on a disk.

CCTV / GIS Update (Additional/If Authorized Task): In addition to the base services outlined above, the City requested a scope and fee to place links to historical CCTV data on the City's web-GIS. Since 2004, the City of Reynoldsburg has televised hundreds of thousands of feet of sanitary sewer in the City. Currently, this data is stored on EMH&T's network as well as on various VHS tapes, CDs, and flash drives. This task would give City personnel access to this data through the GIS by establishing a video link that will appear when a user clicks on a sewer segment that has been televised in the past. The following scope of services will be completed if authorized by the City:

1. Compile all of the previous CCTV data that is in EMH&T's possession (2004-2020) and convert it from existing file formats to MP4 format, which is more compatible with modern browsers and devices.
2. EMH&T will create work orders for each inspection activity, which are feature-linked to the sewer segment in which the CCTV was performed.
3. Any sewer segments that currently have unknown diameters or pipe material types in the GIS will be updated based on CCTV observations on diameter and material.

4. We will configure additional cloud resources on the existing Amazon Web Services account survey that is currently used to host the City's Web GIs. The data is expected to be approximately 500 GB in size and will increase by approximately 50 GB for each additional year of CCTV that is added to the cloud.
5. EMH&T will provide hosting and support for this application of the GIS through the remainder of 2021. In future years, the City's annual GIS hosting and support fee will increase (approx. \$2,000/yr) to include hosting, cloud storage fees, and support of the CCTV application within the GIS.

EXCLUSIONS:

This project scope does not include:

1. Detailed construction plans for repairs
2. MACP manhole inspections

SCHEDULE

We will coordinate a start date and schedule upon receipt of Authorization to Proceed from the City of Reynoldsburg. We will coordinate with the City of the start of this project.

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 total shown below without prior authorization from the City. Invoices will be submitted monthly based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Base Services	Fee
1. System Characterization and Management	\$5,390.00
2. CCTV Field Investigations	\$73,998.00
a. CCTV and Regular Cleaning for 8-in to 15" Sewer (23,499 @ \$2.00/LF)	(\$46,998.00)
b. Cleaning and Root Cutting (Contingency Item, 120 Hours @ \$225.00/Hr)	(\$27,000.00)
Data Analysis and Reporting	\$15,600.00
Base Services Fee	\$94,998.00
 Additional / If Authorized Services	 Fee
A1. Historical CCTV GIS Update	\$49,400.00
Base Plus Additional/If Authorized Services Fee	\$144,398.00

If this description and estimated fee meet with your approval, please authorize with your signature below. In your response / authorization, please indicate whether you intend to include the additional GIS services. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,
EMH&T, INC.



Ryan M. Andrews, PE

Copy: Mr. Paul Hellman, Water/Wastewater Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE: April 12, 2021****TO: Public Service and Transportation Committee****RE: Request to Pursue Engineering Services for East Main Street Phase 2**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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EMH&T will provide survey, engineering design and assistance with bidding for the East Main Street (Jackson Street to Waggoner/Graham Road) Phase II improvements. The proposed improvements include 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 (new street lights, benches, street trees, tree wells, etc.).

EMH&T's proposal for these services is \$339,795.00 (total appropriation) to be unappropriated from the City's Capital Improvement Project (CIP) fund (410.000.0182.5659)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE SURVEY, DESIGN ENGINEERING, AND BID SERVICES FOR IMPROVEMENTS TO EAST MAIN STREET (Jackson Street to Waggoner/Graham Roads) AND APPROPRIATING FUNDS THEREFORE

WHEREAS, with the upcoming ODOT project to mill and pave East Main Street, the City of Reynoldsburg wants to complete other necessary infrastructure and City beautification projects along East Main Street as Phase 1 and Phase 2; and

WHEREAS, Phase 1 improvements will be completed in 2021 and are ready to proceed; and

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

WHEREAS, this Ordinance will direct EMH&T to complete the design engineering, surveys, and bid services for this project projected to begin in 2022 using a recently awarded Ohio Public Works Commission grant; and

WHEREAS, the proposed improvements include the replacement of storm sewer lines, curbs, sidewalks, roadway resurfacing and the addition of a unified streetscape.

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 in the amount of \$339,795.00 for survey, design engineering, and bid services for Phase 2 East Main Street improvement project from Jackson Street to Waggoner/Graham Roads.

SECTION 2. That \$339,795.00 be unappropriated from CIP Fund (410) and appropriated to 410.000.0182.5659 - East Main Street Improvements.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of 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. Survey
 - 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.

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

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

February 2, 2021

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

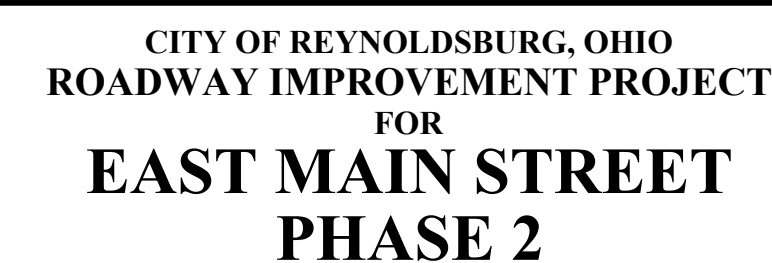
Authorized Signature

Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent



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

Packet Pg. 481

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	Gl 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) (EMH&T Design Services East