

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

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, January 13, 2025

6:30 PM

Council Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Regular Meeting Minutes of December 16, 2024

6. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting.

Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

- a. Interviews for Ward 1 Applicants

7. PROCLAMATIONS

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

8. MOTIONS

- a. A Motion to Hereby Appoint Auditor Stephen Cicak and Attorney Chris Shook to Serve on the Volunteer Peace Officers' Dependent Fund Board
- b. A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2025
- c. A Motion to Recommend the Appointment of Temporary Council Committee Chairs

- d. A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 13, 2024 until the Next Council Organizational Meeting in January 2025
- e. A Motion to Recommend the Appointment of Bhuwan Pyakurel to Serve as the President Pro Tempore of Council for the Period Beginning January 13, 2025 until the Next Council Organizational Meeting in January 2026
- f. A Motion to Reconsider Ordinance No. 83-2024 An Ordinance to Make Final Appropriations for the Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

9. REPORTS

a. Clerk of Court Report

- 1. Clerk of Court Report for December 2024

b. Development, Parks & Recreation Committee

- 1. Selection of Committee Chair
- 2. Selection of Vice Chair
- 3. A Resolution Authorizing the Mayor to Enter Into A Contract With Baker Tilly For TIF Consulting Services
- 4. A Resolution Authorizing the Mayor to Enter into a Contract with Pros Consulting for the 2025 Parks and Recreation Master Plan

c. Public Safety, Law & Courts Committee

- 1. Selection of Chair
- 2. Selection of Vice Chair
- 3. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

d. Public Service & Transportation Committee

- 1. Selection of Chair
- 2. Selection of Vice Chair
- 3. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**
- 4. An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

5. A Resolution Supporting the Ohio Municipal League's Challenge of AT&T's Tariff Application to the Public utilities Commission of Ohio
6. A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program

e. Finance & Administration Committee

1. Selection of Chair
2. Selection of Vice Chair

10. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter Into A Contract With Baker Tilly For TIF Consulting Services
- b. A Resolution Authorizing the Mayor to Enter into a Contract with Pros Consulting for the 2025 Parks and Recreation Master Plan
- c. A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department
- d. A Resolution Supporting the Ohio Municipal League's Challenge of AT&T's Tariff Application to the Public utilities Commission of Ohio
- e. A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program

11. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

12. OTHER COUNCIL MATTERS

13. UPCOMING MEETINGS

- a. January 16, 2025 Planning & Zoning Board
January 20, 2025 Martin Luther King, Jr. Day of Service City Offices Closed
January 27, 2025 Council

14. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2024**

CALL TO ORDER

Council President Pro Temp Shanette Strickland called the meeting to order at 6:30 pm.

INVOCATION - Clerk of Council, Mollie Prasher

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Cotner, Baker, Johnson, Strickland, Salvati, Pyakurel, Hill
ABSENT:

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes December 9, 2024

The regular meeting minutes of December 9, 2024 were approved as submitted.

COMMUNITY COMMENTS

**Thaah Young
9167 Taylor Road**

Ms. Young stated that she wanted to address the Summit Crossing development on the agenda this evening. She explained that she did support this project, but she did not support the cost of the adverse impacts on social services such as the fire department and the school district. She explained that her property taxes would go up to cover the increased cost of water and sewer to the area. She stated that this project would use a ten year TIF to fund the project, which would divert tax dollars and increase taxes overall. She explained that West Licking Fire District just had a levy that did not pass and the school district levy failed as well, so she did not believe that adding more work for these services was the best idea. She stated that Council should look for other streams of revenue to fund this project. She stated that she was appreciative of this Council and all the work they did.

Mayor Begeny

Mayor Begeny stated that we were awarded a grant from the Ohio Public Works Commission for the improvements to Summit Road. Currently, this project was a \$6.5 million dollar project, which would widen the roadway and add a traffic light at East Main Street as well as sidewalks or multi-purpose paths. They plan to hopefully start construction mid-2026. He stated that there was a plan for the Waggoner Road bridge to open sometime after the new year.

PROCLAMATIONS

A Proclamation to Recognize the Contributions of President Meredith Lawson-Rowe

COUNCIL PRESIDENT INTERVIEWS AND SELECTION PROCESS

President Pro Temp Strickland stated that she needed to recuse herself from Council and pass the meeting leadership to Councilmember Baker.

Councilmember Baker stated that with the December 15, 2024 resignation of President Lawson-Rowe, Council needs to select and appoint a new President. Council received three applications from residents residing within the City to fulfill the Council President position. Council will invite each applicant to the podium to make a brief one-minute presentation. Councilmembers may then ask questions of each candidate. Following this interview process, Council can further discuss the merits of each applicant, make a motion to approve a specific candidate, or table the selection process until the next meeting.

After the interviews, Councilmember Baker thanked all of the candidates for submitting an application. The City is lucky to have so many residents willing to serve our community.

Councilmember Baker asked if anyone on Council would like to discuss any of the candidates or make a motion to nominate someone.

Ms. Shanette Strickland was nominated by Councilmember Pyakurel.

Roll Call: Salvati - yes; Pyakurel - yes; Hill - yes; Cotner - yes; Baker - yes; Johnson - yes.

Ms. Shanette Strickland is selected as our next Council President.

Councilmember Baker turned the meeting back over to Council President Pro Temp

Strickland.

Council would begin accepting applications for the vacant Ward 1 position with applications due by end of day on January 3, 2025.

Michael Powers

Mr. Powers thanked the Council for the opportunity to interview and stated that he has been a resident of Reynoldsburg for 27 years. He explained that he has years of leadership experience over 5 industries. The industries include consulting, federal, state government, financial services, and academia. His leadership experience includes team management, budget control, job creation, a deep understanding of regulatory and legal environments, and community service. His civic experience includes leading the Jordan Crossing home owners association, leadership of multiple school boards, and a board member for a disability champion organization. He stated that he is not a politician and strives to think and act on facts, not politics at the moment. He wants to serve the community the best way he can. He explained that he is also not a bureaucrat and focuses on action and getting things done. He hopes to bring a different perspective to Council and thanked them for the opportunity to be here.

Councilmember Salvati asked how this position would change their lives outside of the two meetings a month. Mr. Powers stated that he has a full time job and is teaching at 5 different universities at the moment with around 120 students. He stated that he is a type A, overachiever, and a master at juggling his time commitments. He focuses on what is important and avoids wasting time. He has worked to find ways to free up time in his schedule if he were awarded this position.

Councilmember Cotner asked why he chose to submit an application for this role and if he plans to stay in this role if he were to be selected. Mr. Powers stated that he sees this position as an opportunity to continue to serve his community in a capacity that he has not before. He sees this as a new challenge and is intrigued by the newness of this experience.

Councilmember Hill asked if he has specific goals for the City if he were chosen. Mr. Powers explained that as a resident he does see some areas that could be improved upon. He believes that housing is an issue and would like to see careful growth and informed planning. He also believes they should find more strategic sources of revenue for the City.

Councilmember Baker asked how he would approach the topic of population growth within the City. Mr. Powers stated that increased sustainable infrastructure is the best way to address growth while focusing on safety and schools. He also

believes that if they focus on bringing new businesses into the area then the growth will follow.

Councilmember Cotner asked how he feels about the partisanship of Council since he is not particularly interested in the political side of this position. Mr. Powers stated that he is an independent thinker and his views over the years have changed. He believes that the best way to come together is through collaboration on both sides and believes there should not be so much extremism on either side.

Kirby Samuel

Ms. Samuel stated that he stands before the Council with an immense feeling of gratitude and a real sense of purpose. He explained that Reynoldsburg is not just a City that he calls home, this is where his family has built a life and a place where he has dedicated himself to fostering connections, resilience, and equity. He stated that he and his husband have had the privilege of welcoming five young men into their home through fostering and they have adopted 2 of them and helped the others through transformative stages in their life. Through this journey he has learned the power of compassion, perseverance, and the vital role a community can play in shaping young lives. Professionally, his tenure at the Franklin County Board of Elections has instilled in him a commitment to integrity, transparency, and fairness. It also showed him leadership, organization, and the value of everyone's voice being heard. He believes this is one of the most diverse Councils and values their perspectives. He hopes to see Reynoldsburg continue to be a City that represents prosperity, inclusion, and collaboration. He thanked Council for considering him as a candidate for this position.

Councilmember Hill asked if he has specific goals for the City if he were chosen. Mr. Samuel stated that he finds the current political environment unsettling and believes there is too much anger and divisiveness. He stated that one of his main goals in a position like this would be to focus on inclusion and safety and prosperity for everyone. He wants everyone to feel as though their voices are heard. He also wants to focus on safety and ensuring that our schools continue to remain safe.

Councilmember Salvati asked how this position would change their lives outside of the two meetings a month. Ms. Samuel stated that this position would definitely alter his life but in many ways it would remain the same. He has always valued public service and believes this position will allow him the structure to make his work more focused.

Councilmember Pyakurel asked how he would define diversity. Mr. Samuel stated that it is everyone, everywhere, all at once. He believes everyone should have the opportunity to be heard and we should operate on facts and not emotions. Diversity means people of every race, ethnicity, culture, sexual orientation, or anything that

makes us who we are. He explained that two heads are better than one so all of us together must be the best option. Inclusion means allowing as many people to participate as often as possible.

Councilmember Cotner asked what his motivation is to serve on this Council. Ms. Samuel stated that his grandmother is who inspires him; she told Mr. Samuel that if you are not part of the solution, then you are part of the problem. She would also tell him that if you don't get up and do something about it, then you don't have the right to complain. He chooses not to sit on the sidelines and wants to continue to be part of the change. Councilmember Cotner asked what challenges does he believe the City still faces. Ms. Samuel stated that he loves Reynoldsburg and would love to say that this City is perfect, but it isn't. He believes that one of the biggest issues the whole country is facing is a lack of communication. He thinks we are losing our ability recognize facts and the truth in the media.

Councilmember Baker asked how he would approach the topic of population growth within the City. Ms. Samuel stated that growth can be a tight rope, of course the City does want to grow but we have to find ways to do it the right way. It has to be very well considered. He explained that we can see a rise in homelessness so we know there is an issue with housing in the area. We have to be able to provide housing and services for the City to grow responsibly. He explained that it is a very difficult and complicated to address.

Shanette Strickland

Ms. Shanette Strickland started by thanking Council for the opportunity to speak. Over the past several years, she has had the opportunity to serve the community in various capacities. Including President Pro Temp, Chair of the Public Service and Transportation Committee, and a Finance and Administration Committee member. These experiences have deepened her understanding of our City's needs. As President, she would ensure that our Council continues to work cohesively to address the challenges we face and seize the opportunities that lie ahead. She is committed to fostering open communication, building consensus, and making decisions that prioritize the well-being of residents and the future of the City. She believes her proven track record of leadership and dedication to public service make her well suited for this role. Together, they can ensure that Reynoldsburg remains a City of growth, opportunity, and unity. She would be honored to lead this Council and looks forward to continuing to work together.

Councilmember Salvati asked what this position means in her life outside of the two meetings a month since she is already a Councilmember. Ms. Strickland stated that with community events they attend, that alone is much more than the two meetings a month. She stated that she spends time out in the community speaking to residents and business owners to introduce herself and be a resource. She

stated that this is a full time responsibility and would be available to those that need her, especially in the President role.

Councilmember Hill asked if she has specific goals for the City if he were chosen. Ms. Strickland stated that she believes housing has to be a goal for the Council and all of Central Ohio. She would like to continue to address this issue and make sure that the infrastructure is in place for this to be done responsibly. She believes they should also continue going after the best businesses to move to the area.

Councilmember Cotner asked what she would like to do with this role and if she plans to stay here and run for this position again. Ms. Strickland stated that she would continue to work with the Council and City staff to do what is best for the City. She stated that this isn't about her or being Council President, it's about doing what is best for the residents. She stated that it is her goal to be Council President and she will continue doing the work that is needed.

Councilmember Baker asked how she would approach the topic of population growth within the City and what new perspectives she may have. Ms. Strickland believes that they have to focus on communication so residents truly understand the development happening in Reynoldsburg.

MOTIONS

A Motion Authorizing the Clerk of Council to Return Any Liquor Permit Requests Received Between Council Meetings in December until January 13th, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing Between Council Meetings. Should the Chief Recommend that a Hearing is Needed, the Clerk of Council Will Confirm Requesting a Hearing with the City Attorney and Forward the Request to the Liquor Control Board. Council Will be Advised at the Next Regularly Scheduled Meeting.

Councilmember Salvati made a motion to approve this motion. Second by Councilmember Johnson. Motion carried.

REPORTS

Clerk of Court Report

Clerk of Court Report for November 2024

The Clerk of Court submitted monies collected from the courts held in November 2024 in the amount of \$18,039.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for December 16, 2024.

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

A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

Director Bauman stated that this Resolution would permit the removal of two pieces of equipment - one piece of equipment that the repair value exceeded the value of the equipment and they have removed and replaced the tire swing at the Livingston House.

Councilmember Salvati made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for December 16, 2024.

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

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

Chief Baker stated that this Resolution was to remove the last eye witness camera system from a cruiser, as they have moved to a new system.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for December 16,

2024.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds

Director Dorman stated that they were planning to extend a main line sewer towards Summit Road to allow for the development of land in that area. This legislation was to contract with DLZ for inspection services. They have worked with DLZ for construction inspection in the past and have done great work.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds

Director Dorman stated that this Ordinance was for the same project discussed previously. This contract was for the actual construction services. They received a grant for this project that would cover a good portion of this work. If this Ordinance was approved, they plan to start this project in January.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for Demolition Services for 7148 East Main Street, Appropriating Funds Therefor, and Declaring an Emergency

Mayor Begeny stated that this Ordinance was for funding the demolition of the building at 7148 East Main Street. Once approved, they would decide what date was best for the City and the tenants.

This Ordinance has been requested as a single read emergency.

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

A Resolution Authorizing the City to Participate in the State of Ohio

Department of Administrative Services Cooperative Purchasing Program

Director Dorman stated that this Resolution would allow the City to participate in this program that gave us access to better bid prices.

Councilmember Strickland made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

A Resolution Authorizing the Mayor to Enter into an Agreement with Toole & Associates for Professional Plan Review and Inspection Services for 2025

Director Dorman explained that Toole and Associates has been our commercial plan reviewer for several years. They complete inspections that we were unable to do in house. He stated that they do great work and look forward to continuing to work with them.

Councilmember Strickland made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 16, 2024.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Hina Environmental Solutions for Pre-demolition Environmental Evaluations of Property Located at 7148 East Main Street, Appropriating Funds Therefor, and Declaring an Emergency

Mayor Begeny stated that this coincided with previous legislation discussed about the property on 7148 East Main Street. This contract would ensure that there were no environmental concerns that impact the sale or demolition process.

This Ordinance has been requested as a single read emergency.

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

An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

This Ordinance has returned to Committee for further discussion.

Mayor Begeny stated that they brought the budget back for further discussion and hopefully, approval. The overall amount on the budget was lowered with the removal of a new position. The projected revenue for 2025 was \$36,774,718 and the budget is now \$33,917,440.

Councilmember Baker moved to amend this Ordinance to remove the budget director position and include new financial updates to the budget. Second by Councilmember Salvati. Motion carried.

This Ordinance is amended.

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

An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency

This item has returned to Committee to amend the attachments.

Director Cornell stated before discussing HR's proposal regarding the secretary/payroll specialist position, it is important to note that the individual in the secretary/payroll specialist position is not the only person processing payroll every two weeks; a significant portion of the payroll tasks is processed by the Deputy Auditor; therefore, to justify the proposed Pay Grade increase for the Secretary/Payroll Specialist position, the Human Resources Department recommends transitioning the role from a 30-hour work week to a 40-hour work week, as well as adjusting the Pay Grade from a 10 to a 13 in alignment with the comparable compensation data researched by HR. Furthermore, adjusting the position to a 40-hour work week would allow the secretary/payroll specialist ample time to complete the payroll independently, without relying on the Deputy Auditor for assistance.

Councilmember Cotner asked what Auditor Cicak thinks about this proposal. Auditor Cicak stated that at minimum he thinks this position should be a 14 but he understands that this is the Council's decision. They did agree that this could be made into a 40 hour position if that is what is preferred. He stated that there is a lot of work completed in their office and it is not always one person getting one task done.

Councilmember Salvati thanked them for this information. He does believe that there is a lot of work to be done in their office, but they want to be sure that this change is warranted.

Councilmember Pyakurel thanked them for this information regarding these positions.

Councilmember Baker thanked them as well. He asked Auditor Cicak if this position could be a 40 hour position or if that was just an idea. Auditor Cicak stated that that decision is up to Council and whatever they decide will be done.

Councilmember Strickland asked for clarification on Director Cornell's suggestion. Director Cornell stated that the HR department is recommending a pay grade 13 at 40 hours per week, which is comparable to other cities with the same position.

Councilmember Baker moved to amend this Ordinance to include the new updates to Chapter 160. Second by Councilmember Salvati. Motion carried.

This Ordinance is amended.

Councilmember Baker moved to amend this Ordinance to remove the budget director position. Second by Councilmember Strickland. Motion carried.

This Ordinance is amended.

Councilmember Baker moved to amend this Ordinance stating that the auditor's secretary/ payroll specialist position be moved to pay grade 13 and moved from a 30 hour week to a 40 hour week position. Second by Councilmember Pyakurel. Motion carried.

This Ordinance is amended.

Councilmember Baker moved to amend this Ordinance to remove the accountant position in the auditor's department until a later date. Second by Councilmember Salvati. Motion carried.

This Ordinance is amended.

Attorney Shook requested that, in regards to the increased pay grade for the auditor's secretary/ payroll specialist, his administrative assistant be moved from a pay grade 12 to a pay grade 13 since he believes those positions are equal.

Councilmember Baker stated that he believes this is a fair pay grade increase.

Councilmember Baker moved to amend this Ordinance to increase the City Attorney Clerk position pay grade be increased from a 12 to a 13. Second by Councilmember Salvati.

Councilmember Strickland stated that even though this pay increase may be warranted, she does not agree that one position should be increased just because another position received an increase. She stated that as a Council, they have to be careful changing pay grades without doing the work to make sure it is warranted. Attorney Shook stated that he has brought up this issue before with some members of Council. He believes that since the Auditor's reasoning in requesting the increase was to make sure his employee was being paid fairly compared to other employees, then the Attorney's office should be able to do the same in the name of fairness. Councilmember Strickland stated that this may be a larger issue and administrative positions in general may need to be reviewed. Councilmember Baker stated that he agrees that this may be something that needs to be further reviewed.

Motion carried.

This Ordinance is amended.

Councilmember Baker moved to forward this Ordinance as amended to Council for a thirds reading and approval. Second by Councilmember Pyakurel. Motion carried.

RESOLUTIONS - CONSENT AGENDA

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

A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Parks and Recreation Department

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

A Resolution Authorizing the City to Participate in the State of Ohio Department of Administrative Services Cooperative Purchasing Program

A Resolution Authorizing the Mayor to Enter into an Agreement with Toole & Associates for Professional Plan Review and Inspection Services for 2025

CONSENT AGENDA FOR EMERGENCY ADOPTION

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

An Ordinance Authorizing the Execution of a Tax Increment Financing Agreement in Connection with the Construction of a Sanitary Sewer Line Improvement for the Summit Crossing Development, and Declaring an Emergency

An Ordinance to Repeal and Replace Chapter 953 Water Charges of the Code for Ordinances for the City of Reynoldsburg, Ohio, and Declaring an Emergency

An Ordinance to Amend Chapter 958 Stormwater Charges, Section 958.06 Equivalent Residential Unit (ERU) of the Codified Ordinances for the City of Reynoldsburg, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for Demolition Services for 7148 East Main Street, Appropriating Funds Therefor, and Declaring an Emergency

An Ordinance to Make Final Appropriations for Expenses and Other Expenditures for the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Execute a Contract between the City of Reynoldsburg and the Fraternal Order of Police, Ohio Labor Council, Inc. (Dispatchers) for a Period from January 1, 2025 through December 31, 2027, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Execute a Contract Between the City of Reynoldsburg and the Fraternal Order of Police, Capital City Lodge No. 9, for the Period of January 1, 2025 through December 31, 2027, and Declaring an Emergency

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

An Ordinance Authorizing the City Auditor to Fund the Health Savings Accounts For 2025, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract with Hina Environmental Solutions for Pre-demolition Environmental Evaluations of Property Located at 7148 East Main Street, Appropriating Funds Therefor, and Declaring an Emergency

An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, Section 160.07 Longevity, and Section 160.10 Educational Assistance for the City of Reynoldsburg, Ohio, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds

An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds

CONSENT AGENDA FOR THIRD READING

RESULT: PASSED (UNANIMOUS)

MOVER: Baker

SECONDER: Salvati

AYES: Cotner, Baker, Johnson, Strickland, Salvati, Pyakurel, Hill

An Ordinance to Approve the Final Plat Plan for the M/I Homes Development at Spring Hill Farm Phases 4A, 4B, and 5

An Ordinance Authorizing the Mayor to Accept Public Infrastructure

Associated with the Eastwood Reserve Phase I Subdivision

An Ordinance Authorizing the Mayor to Accept the Columbus Metropolitan Library (Reynoldsburg Branch) Project

OTHER COUNCIL MATTERS

Councilmember Baker thanked RPD, nurses, doctors, teachers, retail workers, and all who have to work through the holidays.

Councilmember Johnson wished everyone a happy holiday season.

UPCOMING MEETINGS

There is a reception following the Council meeting in celebration of former Council President Meredith Lawson-Rowe.

December 19, 2024 Planning & Zoning Board

December 24 & 25, 2024 Christmas Holiday City Offices Closed

December 31, 2024 New Year's Eve City Offices Closed

January 1, 2025 New Year's Day City Offices Closed

January 13, 2025 Council

January 16, 2025 Planning & Zoning Board

January 20, 2025 Martin Luther King, Jr. Day City Offices Closed

January 27, 2025 Council

ADJOURNMENT

As there was no further business, Council President Pro Temp Strickland adjourned the meeting.

Shanette Strickland, Council President Pro Temp

Mollie Prasher, Clerk of Council



HILARY CONLEY

CONTACT

📞 614-425-5121
✉ Hilconley@aol.com
🏠 Reynoldsburg, OH, USA
🌐 <https://www.linkedin.com/in/hilary-conley>

January 2, 2025
Reynoldsburg City Council
7232 East Main Street
Reynoldsburg, OH 43068

Dear Reynoldsburg City Council Members,

My name is Hilary Conley and I'm writing to express my interest in the Ward 1 Representative vacancy. I have lived in the Reynoldsburg community for seven years and moving here was a great decision. I know that my school-age grandchildren agree because we are members of the YMCA-Reynoldsburg Community Center which they love. We also attend the Tomato Festival every year and the annual 4th of July activities are just a few blocks away! I could go on and on about the many reasons to live here. As a Reynoldsburg community member, I'm motivated to use my skills and experience to contribute to the continued well-being of our city for generations to come.

I have a background in community activism and advocacy, where I have developed strong skills in leadership, outreach, and community engagement.

Upon graduating from Ohio Dominican University, I became a licensed social worker and helped families in many social service settings. Later, I continued my mission of helping others as a community activist and union organizer for the American Federation of State County and Municipal Employees (AFSCME). During my time with AFSCME, I traveled across the country and Ohio to assist public employees in building power and improving their work conditions by organizing new local unions. Currently, I'm a Labor Relations Consultant with the Ohio Education Association (OEA). In my work with OEA, I assist teachers and other public school employees in addressing important social and economic issues facing working families. The areas include organizing, collective bargaining, mediation, rights and advocacy, contract enforcement, professional efficacy, and political advocacy.

I am passionate about civic engagement and local governance. I'm confident my passion, skills, and experience make me the right candidate to represent Ward 1. I look forward to collaborating with fellow council and community members to achieve shared goals.

Thank you for considering my application for the Ward 1 Representative position.

Best regards,
Hilary Conley- Reynoldsburg Ward 1 Resident

HILARY CONLEY

7386 Terrace View Court
Reynoldsburg, OH 43068
614-425-5121
hilconley@aol.com

EDUCATION

BACHELOR OF SOCIAL WORK, May 2001

Ohio Dominican University, Columbus, OH

COMMUNITY ORGANIZATIONS

- ❖ Presenter for the Ohio Public Employees Lawyers Association Conference (OPELA), (2013)
- ❖ Annual presenter for Young Women's Empowerment Conference-Columbus City Schools
- ❖ Served as a Teaching Fellow for AFL-CIO Organizing Institute, (2013)
- ❖ Member of Alpha Kappa Alpha Sorority Incorporated

PROFESSIONAL EXPERIENCE

Ohio Education Association

Columbus, Ohio

Labor Relations Consultant

05/16-Current

Advises leaders in dealing with local operations and program development.

Assists local associations in developing effective internal and external public relations programs.

Assists locals with political advocacy at the local, state, and national levels.

Plans, assists, and/or serves as a consultant to local associations in the collective bargaining process.

Serves as a liaison/advisor and subject matter expert.

Plans, develops, and provides training for local leaders and members.

HILARY CONLEY

American Federation of State, County and Municipal Employees, Ohio Council 8
Toledo, Ohio
Staff Representative
(07/14-05/16)

Served as union advocate and chief negotiator for new and successor collective bargaining agreements for assigned local unions.

Prepared and presented grievances in arbitration hearings including research and writing of pre-hearing and post-hearing briefs.

Bargained to Organize- Developed and implemented collective bargaining proposals that allow members to participate in organizing activities.

Developed and implemented internal organizing programs for assigned local unions.

Motivated and developed future union leadership among members.

Conducted local union officer and steward training classes.

Participated in various administrative hearings conducted by local government and/or state agencies, e.g. civil service, unemployment compensation, worker's compensation and State Employment Relations Board.

Represented the union before various legislative bodies such as City Council and Boards of County Commissioners.

Developed and uses strategies to engage member participation in collective bargaining, community participation and grass roots political action.

Worked in partnership with union members and employers to consult and develop strategies to resolve workplace issues. Examples include: grievance handling, Interest Based Bargaining, Labor Management committees, arbitration, workplace actions, applying external leverage and community coalitions.

American Federation of State, County and Municipal Employees,
Columbus, Ohio & International
Organizer
(6/08-07/14)

Trained members to organize and mobilize the union.

Developed and facilitated internal and external organizing drives.

Served as Lead Organizer, directing activities of staff during organizing campaigns.

Developed organizing campaign strategies.

HILARY CONLEY

Recruited and developed volunteer member organizers.

Assisted with the development of organizing materials and publications.

Coalition building.

Execution of representational elections.

Arbors East Subacute Rehabilitation Center, Columbus, OH
Director of Social Services, Skilled Nursing Facility (SNF)
(10/06 - 6/08)

Provided direction & supervision to direct care staff.

Initiated & maintained comprehensive social services program within SNF.

Responsible for planning, adapting & implementing policies & procedures relating to social services department.

Served as facilitator for admission & discharge planning.

Served as an active member of interdisciplinary plan of care team.

Developed working relationship with private & public social health & welfare resources in community.

Odyssey Health Care, Columbus, OH
Medical Social Worker, Hospice Services
(11/05- 10/06)

Completed Psychosocial Assessments & Plan of Care Updates for Hospice Care Patients.

Provided grief & bereavement counseling to patients & families.

Functioned as an expert & facilitator of obtaining community resources to meet needs of patients & families.

Assisted patients & families with advanced directives preparation.

Provided in-service training for new employees.

Assured compliance with local, state, federal laws, & Medicare regulations.

ITT Technical Institute, Hilliard, OH
Adjunct Instructor, Criminal Justice Program
(winter, 2006)

HILARY CONLEY

Prepared lesson plans & taught introduction to Criminal Justice Course;

Worked with students and families to promote successful completion of course work;
Served on the Criminal Justice Advisory Committee.

Ohio Youth Advocate Program, Columbus, OH

Treatment Coordinator, Emergency Shelter Care & Foster Care Programs

(5/01 – 11/05)

Initiated appropriate diagnosis and therapeutic treatment to promote successful reunification and/or other community alternatives.

Supervised direct care staff.

Provided assessment and referral services.

Coordinated training.

Julie S Towns
7143 Shawnee Way
Reynoldsburg, Ohio 43068
julietowns2@gmail.com
419-236-9107
December 20, 2024

Reynoldsburg Clerk of Council and Members of the Reynoldsburg City Council:

I am writing to express my interest in representing Ward 1 on the Reynoldsburg City Council. With a professional background as a policy consultant, educational leader, and experience as a former school board member, I am excited about the opportunity to contribute to our community's growth and well-being.

During my time as a policy consultant, I have gained a comprehensive understanding of local and state laws, as well as the nuances of the Ohio Revised Code. This experience has equipped me with the skills to navigate the complex regulatory landscape that affects our city's governance. Additionally, my service on the school board has provided me with firsthand knowledge of the challenges and opportunities that our community faces. I understand the importance of collaboration and transparency in government and the need for innovative solutions to foster progress.

As we look toward the future, I recognize that our community is at a pivotal juncture. With population growth at an all-time high, it is crucial that we adhere to the strategic plan to ensure that this growth is managed sustainably and equitably. Additionally, we must maintain a comprehensive approach to affordable housing that encourages diverse development options, fosters partnerships with local builders, and seeks to integrate mixed-income communities. Everyone deserves access to safe, affordable housing, and I am committed to working diligently to make this a reality for our residents.

Equally important is our city's infrastructure. Our road construction projects must keep pace with population growth, resulting in improved access and safety for all citizens. I plan to advocate for infrastructure investments that not only enhance transportation efficiency but also align with our community's broader goals for environmental sustainability and smart urban planning.

Furthermore, I believe that embracing diversity is essential to the vibrancy of Reynoldsburg. I am dedicated to supporting programs that promote inclusivity and foster a sense of belonging for all residents. Sharing diverse perspectives ultimately strengthens our community and leads to more effective policymaking. I am passionate about engaging with residents from all backgrounds to ensure that their voices are heard in the decision-making process.

In conclusion, I am eager to bring my expertise in policy, my experience in elected service, and my commitment to our community's growth to the Reynoldsburg City Council. I would

be honored to represent Ward 1 and work alongside you to create a thriving, inclusive, and prosperous future for all our residents.

Thank you for considering my candidacy. I look forward to the opportunity to discuss my vision for our community further.

Sincerely,

Julie S Towns



JULIE S TOWNS

EDUCATIONAL LEADERSHIP

CONTACT

☎ 419-236-9107

✉ julietowns2@gmail.com

📍 7143 Shawnee Way,
Reynoldsburg, Ohio 43068

EDUCATION

2023-2024

INDIANA WESLEYAN UNIVERSITY

- Administration

2008-2010

OHIO DOMINICAN UNIVERSITY

- Master's of Education
- Curriculum and Instruction

1998-2002

OHIO NORTHERN UNIVERSITY

- Bachelor of Arts
- Early Childhood Education

CERTIFICATIONS

- Teacher License: Pre-K thru 3
3rd Grade Reading Credential
- Principal License: Pre-K thru 6

PROFESSIONAL ATTRIBUTES

- LETRS Trained
- Building Leadership Team
- SLO Assessment Leader
- Restorative Practices
- OSBA Distinguished Board
Member Recognition

PROFILE

Former educational leader, school board member, and current policy consultant for the Ohio School Boards Association seeking the Ward 1 Reynoldsburg City Council representative position where I can use my experience and skill set to foster a collaborative vision and serve my community.

WORK EXPERIENCE

Ohio School Boards Association

Policy Consultant

Present

- Facilitate and present to school boards and administration on new state educational policies.
- Research and write journal articles relating to policy for Ohio school districts on current and new policies.
- Help school boards develop and update policy manuals based on state legislation and law.

Columbus City Schools

Elementary Teacher

2009-2024

- Facilitate learning for diverse groups of students using various teaching strategies and methods following The Ohio Learning Standards.
- Differentiate instruction tailored for small groups of students at the Tier 2 and Tier 3 levels based on individual academic goals assessed through Benchmark and Progress Monitoring data.
- Implement the Science of Reading in lesson planning and assessment.

Columbus Arts and Technology Academy

2004-2009

Elementary Teacher

- Actively engaged students in the learning process using various teaching strategies and methods to foster student growth.
- Assessed student achievement through multiple assessment tools and analyzed data to guide lessons.
- Co-Composer of School Alma Mater-"CATA Pride".
- Co-Founder and Director of Drama Club.

Community Affiliations/Partnerships

- Reynoldsburg Education Foundation 2023-present
- Reynoldsburg Parks and Recreation Commission 2022-present
- Reynoldsburg City Schools School Board Member 2022-2024
- Juneteenth Celebration Planning Committee 2021-2022

Sandra Boller

(614) 270-7581

sandraoboller@gmail.com

6951 Ardelle Dr.

Reynoldsburg OH 43068

Council President Shannette Strickland
Members of the Reynoldsburg City Council

Dear Council President Strickland and Members of Council,

I am writing to express my interest in the vacant unexpired term for Ward 1 City Council. Having been a resident of Ward 1 for over thirty years, I possess a deep understanding of our community.

My husband and I have raised our two adult children in Reynoldsburg, and I have actively participated in the local schools and volunteering at various events, which has allowed me to witness the changes and growth of our diverse community firsthand.

Furthermore, I have dedicated the last thirteen years of my professional career to the City of Reynoldsburg, serving under two different administrations. Throughout this time, I have consistently made decisions in accordance with the City Charter, ensuring that my personal beliefs do not influence my professional judgments.

I believe my long-term residency, combined with my knowledge of the city's operations, provides me with a unique perspective that would be beneficial in this role.

Attached is my resume for your review. I respectfully request your consideration for this appointment.

Thank you for your time and attention.

Sincerely,

/s/

Sandra O. Boller

Sandra O. Boller

6951 Ardelle Dr. Reynoldsburg, Ohio 43068

Sandraoboller@gmail.com 614-270-7581

- Background includes Human Resources and Staff Development
- Achievements in managing administrative projects in diverse roles.
- Wide array of knowledge and ability demonstrated by success surpassing overall performance objects.

Core competencies | Strengths

Human Resources | Staff Training & Development | Needs Assessment | Relationship Building | Customer Service | Project Management | Performance Evaluations | Troubleshooting | Budgeting & Expense Reports | Program Implementation

Professional Experience

City of ReynoldsburgReynoldsburg, Ohio February 2011 to September 27, 2024. City located outside of Columbus Ohio with a population of 37,000 citizens. City employees approximately 200 employees year round with an increase in seasonal staffing.

Human Resources Director

Provides human resources for all City employees, covering recruitment, policy and procedures; employee relations, labor relations; compensation and classification and employee benefits while working directly with the Mayor of multiple events and functions of the City. Appear before City Council for legislation and various updates on staffing. Began with the City as a Human Resources Generalist/Mayors Assistant from February 2011 through May 12, 2015 and promoted to Human Resources Director.

- o Functions as the only Human Resource staff for the City in the last seven years. Handling all facets of the Human Resource function, from hiring of employees to termination of employment.
- o Participate in labor negotiations with three bargaining units.
- o Serves as Risk Manager for all benefits for employees and for liability and auto coverage.
- o Decreased the turnover of staff by have a salary survey conducted recommending changes to City Council for implementation.
- o Implemented Family Medical Leave Training for the Police Department management.
- o Initiated a Wellness Committee
- o Completely review job descriptions of all staff and brought them up to date to include reclassification of some position in compliance with FLSA.
- o Reestablished performance appraisals for all Chapter 160 employees.
- o Conduct Departmental Hearing for discipline of staff when needed
- o Creates the annual budget for Human Resources, the Mayor's office and portions of General Fund accounts.
- o Oversees all Information Technology functions and budget with outside contractor.

State Teachers Retirement System of Ohio (STRS) ... Columbus, Ohio April 1999 to November 2009
Public pension system providing services and benefits to Ohio's active and retired educators and relative survivors; system valued at \$53.1 billion as of June 2009; operations supported by 600 employees.

Staff Development Assistant

Provided comprehensive administrative support focused on department budgeting (including processing of travel and payments); maintenance of daily scheduling and office functions; department compliance assurance; department training; staff technical support (amidst unavailability of ITS staff); maintenance of staff development library; research of information used to plan training, facilitate change management, and support committee objectives; compilation of reports and statistics.

Early Career History

Ohio Public Employees Retirement System ... Columbus, Ohio
Account Clerk, Pension Maintenance Assistant

Police & Fire Retirees Association ... Columbus, Ohio
Office Assistant

Education

Franklin University ... Columbus, Ohio

Bachelor of Science in Business Administration - Major in Business
Minors in Leadership and Marketing

Reference are available upon request.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

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

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE DR. MARTIN LUTHER KING, JR. AND HIS DAY OF SERVICE

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service. He believed in a nation of freedom and justice for all, and challenged all citizens to help build a more perfect union and live up to the purpose and potential of America; and
WHEREAS, Dr. King recognized that everyone can be great because everyone can serve, and during his lifetime, he encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, in 1994, Congress initiated the King Day of Service, a nationwide effort to transform the federal holiday honoring Dr. Martin Luther King, Jr. into a day of community service, grounded in Dr. King's teachings, that helps solve social problems while focusing on bringing people together and breaking down the barriers that have divided us as a nation; and
WHEREAS, thousands of Ohio residents used Martin Luther King, Jr. Day as a day on, not a day off, including the Reynoldsburg City Council who handed out PPE units to community members; and

WHEREAS, hundreds of thousands of volunteers in cities and towns across the nation participate in King Day service projects, in all 50 states, the District of Columbia, Guam, and Puerto Rico; and,

WHEREAS, non-profit organizations, volunteer managers, AmeriCorps and Senior Corps members across the nation have organized hundreds of projects for volunteers to engage in service honoring the goals of the King Day of Service; and,

WHEREAS, the King Day of Service, which fell on January 16th this year, was a time for the people of Reynoldsburg to recognize Dr. King's teachings on advancing equality and

opportunity for all by contributing their own time and talents in a day of service; and,
WHEREAS, the King Day of Service is an excellent opportunity to take the first step in making service a regular activity in the lives of Reynoldsburg residents. It is an important day to encourage each citizen to take part in service that will benefit communities and neighborhoods and provide a fitting memorial to the life of Martin Luther King, Jr.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize Martin Luther King Day, Jr. as a Day of Service in the City of Reynoldsburg and urge our citizens to honor the memory of Dr. King, to put his teachings into action by participating in the King Day of Service, and to find ways to give back to our community.

PASSED this 13th day of January, 2025.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

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

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2025

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Motion to Recommend the Appointment of Temporary Council Committee Chairs

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Lou Salvati - Development, Parks & Recreation Committee
Mildred Johnson - Safety, Law and Courts Committee
Bhuwan Pyakurel - Service and Transportation Committee
Stacie Baker - Finance and Administration Committee



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 13, 2024 until the Next Council Organizational Meeting in January 2025

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Development, Parks & Recreation Committee Members

Lou Salvati
Barth Cotner
Erin Hill

President Strickland

Safety, Law and Courts Committee Members

Mildred Johnson
Barth Cotner
Erin Hill

President Strickland

Service and Transportation Committee Members

Bhuwan Pyakurel
Barth Cotner
Erin Hill

President Strickland

Finance and Administration Committee Members

Stacie Baker

Bhuwan Pyakurel
Lou Salvati
Shanette Strickland
President Lawson-Rowe



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Motion to Recommend the Appointment of Bhuwan Pyakurel to Serve as the President Pro Tempore of Council for the Period Beginning January 13, 2025 until the Next Council Organizational Meeting in January 2026

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Recommendation to appoint Bhuwan Pyakurel as Council Pro Tempore



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Motion to Reconsider Ordinance No. 83-2024 An Ordinance to Make Final Appropriations for the Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2025, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

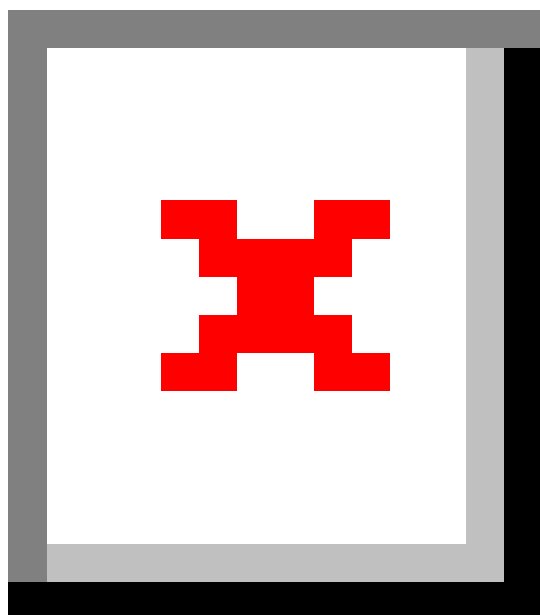
The language in Section 3 regarding income tax revenue disbursements in the 2025 Budget referencing Ordinance No. 68-17 was incorrect. That Ordinance was amended by Ordinance 04-19; however, the budget Ordinance has not been changed since 2020. New language has been added to avoid any future errors should the Ordinance be amended again.

AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY

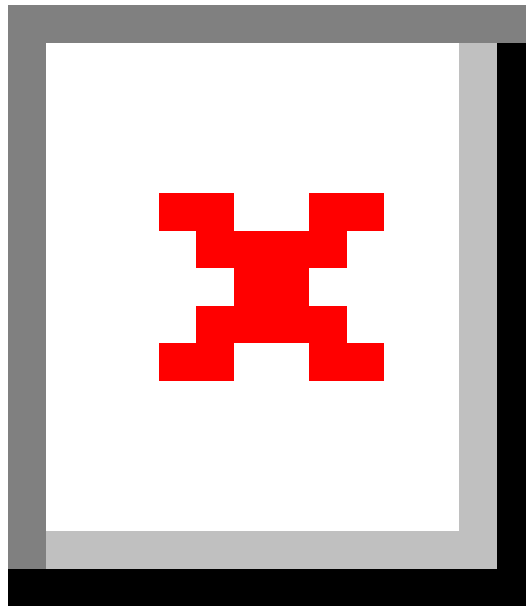
WHEREAS, appropriations are required effective January 1, 2025 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2025.

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

SECTION 1. That the following appropriations are hereby made in the General Fund (110).



SECTION 2. That the following appropriations are hereby made in the following funds:



SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Section 190.01 of the Codified Ordinances of the City of Reynoldsburg.

SECTION 4. That the unencumbered balances as of December 31, 2024 shall be and are hereby appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and revenues credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2024 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for the prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be

appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$1,000,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 7. That the amount of \$200,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 8. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 9. That the effective date of the appropriations in this Ordinance shall be January 1, 2025.

SECTION 10. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2025; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Clerk of Court Report

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Clerk of Court Report for December 2024

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on 12/5, 12/12, 12/19, and 12/26/24. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/OLF Releases/Bond Forfeitures Order In	(#110.4512)	\$
9,844.00		
Court Costs & Misc. Costs Assessed (#110.4510)		\$
10,761.00		
Sub-Total (To General Revenue Fund)		\$
20,605.00		
Computerization Needs Fund	(#211.4510)	\$
1,510.00		
Enforcement & Education Fund	(#293.4616)	\$
0.00		
Sub-Total		\$
1,510.00		

Total Amount Submitted
22,115.00

\$



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Committee Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

President Strickland has recommended Lou Salvati to serve as Chair of the Development, Parks & Recreation Commission



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Vice Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Resolution Authorizing the Mayor to Enter Into A Contract With Baker Tilly For TIF Consulting Services

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BAKER TILLY FOR TIF CONSULTING SERVICES

WHEREAS, the City of Reynoldsburg has created multiple Tax Increment Financing (TIF) Areas and Districts; and

WHEREAS, the Mayor and the Development Director have determined the need for annual TIF revenue forecasting;

WHEREAS, the cost of the TIF Consulting work is not to exceed \$50,000 and was included in the 2025 budget.

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

SECTION 1. That the Mayor be and hereby authorized to enter into a contract with Baker Tilly in an amount not to exceed \$50,000 for the TIF Consulting work.

SECTION 2. That these funds are included in the 2025 budget.

SECTION 3. Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.

11/22/2024

Mr. Joe Begeny
Mayor
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Baker Tilly Municipal Advisors, LLC
140 East Town Street, Ste 1275
Columbus, OH 43215

T: +1 (614) 987 1680
bakertilly.com

RE: Economic Development and Tax Increment Finance (TIF) Consulting

Dear Mr. Begeny:

Baker Tilly US, LLP is pleased to provide the City of Reynoldsburg the City with this scope appendix, attached by reference to the engagement letter dated November 11, 2024 (the Engagement Letter) appointing Baker Tilly Municipal Advisors, LLC (Baker Tilly) to serve as the City's economic development advisor and, as such, provide economic development and TIF consulting services to the City.

This scope appendix sets forth the general scope of municipal advisory serves between the parties. It is contemplated that from time to time this scope appendix may be supplemented by one or more Scope Appendices outlining the specific scope of services and fees related to a particular financing or project.

SCOPE OF SERVICES

This scope of service will include the following Tax Increment Financing areas:

Active TIFs

1. Brice Road TIF (ORDs. 30-99, 31-99, 32-99)
2. Broad Street TIF (ORD. 103-2018)
3. 2018 Main and Brice TIF (ORD. 102-2018) and Extended for 30 years in Dec. 2023 (ORD. 124-2023)
4. Taylor Road TIF #1 (ORD. 113-2005)
5. Taylor Road TIF #2 (ORD. 114-2005)
6. Summit Road TIF (ORD 115-2005)
7. Taylor Square TIF (137-98) and Extended for 30 Years in Dec. 2023 (ORD. 123-2023)

Passed TIFs with DTE 24 Filed

1. Waggoner Road Incentive District TIF (ORD.92-2020). Two DTE 24s filed. There are two additional DTE 24s that will be filed in future when build out allows it. This is the M/I Homes Springhill Farm Project.
2. Wilson Ridge and Rosehill Incentive District TIF (ORD. 10-2023). One DTE 24 filed. Other will need to wait until construction is completed.

Passed TIFs that Expect to have DTE 24s Filed within next 12 months

1. Eastwood TIF (ORD. 161-2022). Construction Completed. Working with Wilcox to determine when DTE 24 will be filed.
2. West Summit Incentive District TIF (ORD. 162-2021)

TIFs That will have Ordinances Passed to Create them in 2024

1. Christie Incentive District TIF (looking like 4 districts based on the model we setup for M/I Homes for-sale townhomes)
2. Christie Commercial TIF (looking like 1 commercial TIF for the rental multifamily component that Metro will build)
3. Lancaster Commercial TIF (this would be for a new construction 163-unit rental apartment complex at 1122 Lancaster that is expected to break ground late this year)

The Firm agrees to furnish and perform the following services with respect to the above referenced Tax Increment Financing areas and related management and reporting:

1. Review County TIF settlements and school compensation payments (if applicable).
2. Provide estimates of TIF service payments for budget and fund balance purposes based on County and City records.
3. Provide TIF Service Payment projections based on new or pending development on an as needed basis;
4. Model the application of the TIF revenues in accordance with the flow of funds outlined in the various TIF Agreements.
5. Conduct and/or participate in conference calls and meetings to obtain information or clarification related to material in the TIF Agreement, reports, etc.
6. Attend Council meetings and/or other meetings as requested to review and explain aspects of the TIF estimates and projections;

Exclusions on Scope of Services

This engagement does not include services related to the issuance of City bond anticipation notes or bonds or work related to preparing and recommending a plan of finance in preparation of the issuance of notes or bonds. Any such services shall be covered by separate agreement.

COMPENSATION AND BILLING

Fees and expenses related to the general scope of services under this scope appendix shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred with a not to exceed budget amount of \$50,000. No such expenses will be incurred without the prior authorization of the City. If our time and expense exceeds the not-to-exceed amount in this scope appendix, Baker Tilly will bring the matter to the attention of the Client to request an alternate fee structure.

Fees and expenses for a specific financing or project will be outlined in a separate scope appendix. For any matters or services that fall outside this scope of services or are not outlined in a supplemental scope appendix, the Firm's fees shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. No such expenses will be incurred without the prior authorization of the City.

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify City thirty (30) days in advance of any change to fees. If City does not dispute such change in fees within that thirty (30) day period, City will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

To manage time and expense incurred under this general scope of services the City and Baker Tilly agree to work cooperatively to transfer reasonable costs incurred under this scope appendix to a fixed fee supplemental scope appendix as applicable. The City agrees to pay time and expense that is not reasonably transferred to a supplemental scope appendix after 180 days of such time and expense has been incurred.

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

TERMINATION

Both the City and Baker Tilly have the right to terminate the Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the City and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Both the City and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the City and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Execution of this Scope Appendix can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: Brian S. Cooper
Brian S. Cooper, Principal

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

City of Reynoldsburg

Date: _____

By: _____

Printed: _____



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Pros Consulting for the 2025 Parks and Recreation Master Plan

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The City of Reynoldsburg Parks and Recreation Department has received several Requests for Proposals (RFPs) for the Parks and Recreation Master Plan and additional options. The selection committee has thoroughly reviewed and evaluated the submitted proposals and has determined that the most suitable bid for the project is from Pros Consulting, with a total amount not to exceed \$125,000.00. The funds have already been allocated within the 2025 Parks and Recreation Budget.

A Resolution Authorizing the Mayor to Enter into a Contract with Pro Consulting for the Parks and Recreation Department Master Plan

Whereas, the Parks and Recreation Department is requesting that Council authorize the Mayor to enter into a contract with Pro Consulting for a Parks and Recreation Department Master Plan in the amount not to exceed \$125,000; and

Whereas, the selection committee has thoroughly reviewed and evaluated the submitted proposals and has determined that the most suitable bid for the project is from Pros Consulting

Whereas, this Master Plan is a requirement of the accreditation process of the Commission for Accreditation of Parks and Recreation Agencies (CAPRA); and

Whereas, the City is seeking to gain accreditation of the Parks and Recreation Department to

demonstrate that the department meets national standards of best practices and helps to secure external financial support reducing costs for the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

SECTION 1. The Mayor is hereby authorized to enter into a contract with Pro Consulting for the Parks and Recreation Department Master Plan in an amount not to exceed \$125,000.

SECTION 2. That the funds for this project were included in the 2025 Budget.

SECTION 3. That this Resolution shall take effect and be in force following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

President Strickland has recommended Mildred Johnson to serve as Chair of the Public Safety, Law and Courts Committee.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Vice Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

FA1731 Handheld Thermal Imager The item is non-operational and will be destroyed.

A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the disposal of a handheld thermal imager; and

WHEREAS, this item no longer works and will be destroyed.

NOW, THEREFORE, 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 item from the City's fixed asset list:

<u>Tag #</u>	<u>Description of Item</u>
FA1731	Handheld Thermal Imager

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

President Strickland has recommended Bhuwan Pyakurel to serve as Chair of the Public Service and Transportation Committee.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: Selection of Vice Chair

APPROVALS:

Joe Begeny
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: January 13, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DLZ FOR THE CONSTRUCTION INSPECTION SERVICES FOR THE SUMMIT AREA SANITARY EXPANSION PROJECT, **AND DECLARING AN EMERGENCY**

WHEREAS, Council is hereby authorizing the Mayor to enter into a contract with DLZ for construction inspection services for the Summit Area Sanitary Sewer Expansion Project.

WHEREAS, these Construction Inspection Services will be paid by the City and reimbursed by MI Homes of Central Ohio as described in the attached agreement.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with DLZ for construction inspection services for the Summit Area Sanitary Sewer Expansion Project for the amount of \$250,122.

SECTION 2. That an amount of \$250,122 be unappropriated from the General Fund (110) and

appropriated to Wastewater/Sewer Fund (720) Summit Area Sanitary Sewer Project to account number 720.000.0200.5622 Sewer Lines.

SECTION 3. 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 to meet necessary timelines for project construction. This Ordinance shall take effect immediately upon approval of Council and the signature of the Mayor.

January 15, 2024

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

RE: Construction Management and Inspection Proposal
City of Reynoldsburg General Engineering Services Agreement
Summit Area Sanitary Sewer Extension (Task 8)

William,

As you requested, DLZ has prepared scope of services for Construction Management, Inspection and Material Testing for the City's Summit Area Sanitary Sewer Extension project. We have also attached our fee estimate sheet. DLZ proposes to perform the following:

SCOPE OF SERVICES

DLZ will provide field personnel, equipment, laboratory services and office support personnel to perform Construction Services as detailed below:

1. **Construction Management/Administration ≈ \$69,632**
 - 1.1. Schedule and conduct a preconstruction coordination meeting.
 - 1.1.1. DLZ will provide the following:
 - 1.1.1.1. Sign-in sheet.
 - 1.1.1.2. Meeting agenda.
 - 1.1.1.3. Prepare final meeting minutes.
 - 1.2. Schedule and conduct weekly progress meetings, or less frequent based upon the needs of the City and/or project.
 - 1.2.1. DLZ will provide the following:
 - 1.2.1.1. Sign-in sheet.
 - 1.2.1.2. Meeting agenda.
 - 1.2.1.3. Prepare final meeting minutes.
 - 1.3. Schedule and conduct on-site field meetings as needed.
 - 1.4. Review initial and monthly progress schedules.
 - 1.5. Review shop drawings and submittals.
 - 1.6. Review RFI's and provide recommendations only. Final determination will be made by the Design Engineer or City.
 - 1.7. Provide recommendations with respect to time extension requests generated by the Contractor.
 - 1.8. Provide recommendations and guidance to mitigate delays.
 - 1.9. Review Contractor generated pay applications and change orders.
 - 1.10. Provide recommendations and guidance with respect to project change orders.
 - 1.11. Issue Field Work Orders and Engineering Field Letters as needed.

2. Construction Inspection & Materials Testing ≈ **\$180,490**

- 2.1. Provide an on-site field representative to observe and document construction activities and perform materials testing as required based on the *maximum hours* as indicated on the attached fee estimate.
- 2.2. Prepare daily documentation of site activities to include quantity tracking.
- 2.3. Coordinate with project affected residents or businesses and help remediate concerns or issues.
- 2.4. Observe conformance with the approved plans for installation of the sanitary sewer to include pipe mandrel testing and/or pressure testing.
- 2.5. Provide a Construction Observer Manager or Engineer on-site for proof rolls if necessary.
- 2.6. Perform compaction testing using a Density Gauge (nuclear or non-nuclear) on right-of-way (ROW) utility backfill material within the upper 3-feet of the excavation, aggregate base, and asphalt concrete as required.
- 2.7. If necessary, Laboratory testing will be performed on backfill materials, concrete, and asphalt concrete in accordance with the appropriate ASTM standard, ACI or other appropriate testing procedures and in accordance with the contract documents.
- 2.8. Perform, prepare, and track project completion punch list.
- 2.9. DLZ will maintain a field redline/as-built set of plans during construction duration and provide those plans to the Design Engineer for preparation of record drawings.
- 2.10. Project documentation will be stored and accessed from DLZ's web-based Project Management System, e-Builder.

3. Exclusions

- 3.1. DLZ will not be responsible for the Contractor's means, methods, safety procedures, schedule, and survey.
- 3.2. DLZ will not coordinate, document, or otherwise aid with utility relocations or ROW acquisition. These items will be performed by the Design Engineer.
- 3.3. DLZ will not perform SWPPP inspections.
- 3.4. DLZ will not provide any project Survey services unless specifically requested by the City and at an additional cost to be determined.

Services will be certified by a DLZ licensed Professional Engineer registered in the State of Ohio.

We propose to provide experienced technical personnel to perform the necessary testing in accordance with the project specifications. In addition, we propose to accomplish the work on a unit-rate basis in accordance with our general engineering services agreement.

CLOSING

We appreciate the opportunity to provide the City of Reynoldsburg Construction Services for this very important project. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

DLZ OHIO INC.



Jody D. Sucharski, PE, CCM
Construction Services Division Manager

AUTHORIZED – CITY OF REYNOLDSBURG

Name

Date

City of Reynoldsburg
Summit Area Sanitary Sewer Extension
Fee Estimate
DLZ Ohio, Inc.

Task No.	Task	Staff Man-hours												LABOR	DIRECT COSTS	SUBCONSULTANT FEE	TASK TOTAL
		CM/CE2	PM/COM	SPI	SPI OT	PI	PI OT						TOTAL				
	Billing Rates	\$200.00	\$188.00	\$110.00	\$165.00	\$75.00	\$112.50										
1.0	General																
1.01	Pre Bid Meeting												0	\$0.00			
1.02	Pre Construction Meeting	8	8	8									24	\$3,984.00			
1.03	Progress Meetings (Monthly - 6 Months)		24										24	\$4,512.00			
1.04	Pay Application Review		32										32	\$6,016.00			
1.05	Shop Drawing Review		80										80	\$15,040.00			
1.06	Constructability Plan Review												0	\$0.00			
1.07	Change Orders		80										80	\$15,040.00			
1.08	Active Project Management	50	80										130	\$25,040.00			
		58	304	8	0	0	0	0	0	0	0	0	370				\$69,632.00
2.0	PMIS (Project Management Information System)																
2.01	e-Builder License \$2,000 Each												0		\$0.00		
2.02													0		\$0.00		
		0	0	0	0	0	0	0	0	0	0	0	0				\$0.00
3.0	Field Project Representation																
3.01	On-site Representation			1040	122								1162	\$134,530.00			
3.02	Soil Testing					160							160	\$12,000.00			
3.03	Asphalt Testing					40							40	\$3,000.00			
3.04	Concrete Testing												0	\$0.00			
3.05	Coatings Inspection												0	\$0.00			
		0	0	1040	122	200	0	0	0	0	0	0	1362				\$149,530.00
4.0	Testing/Vehicle/Subsistence																
4.01	Concrete Cylinders (\$24.00 per cylinder)												100		\$2,880.00		
4.02	Concrete Beams (\$82.00 per beam)												0		\$0.00		
4.03	Moisture Density Curves & Gradation (\$350 per sample)												3		\$1,050.00		
4.04	Asphalt Sieve Analysis/Gradation (\$122 per sample)												7		\$854.00		
4.05	Asphalt Solvent Extraction/AC Content (\$236 per sample)												7		\$1,652.00		
4.06	Asphalt BSG (\$122 per set of 3 samples)												4		\$488.00		
4.07	Asphalt MSG/Rice Test (\$132 per sample)												4		\$528.00		
4.08	Asphalt Marshall Specimens (\$122 per set of 3 samples)												4		\$488.00		
4.09	Asphalt Percent Air Voids (\$55 per sample)												4		\$220.00		
4.10	Asphalt Content by Nuclear Method (\$72 per sample)												0		\$0.00		
4.11	Compaction Equipment (\$70 per day)												50		\$3,500.00		
4.12	Concrete Equipment (\$70 per day)												14		\$1,750.00		
4.13	Vehicle (\$75 per day)												234		\$17,550.00		
																	\$30,960.00
Total Hours		58	304	1048	122	200	0	0	0	0	0	0	1732			DBE	0%
Total Costs														\$219,162.00	\$30,960.00	incl. in labor and direct costs	\$250,122.00

TAX INCREMENT FINANCING AGREEMENT
(Summit Crossing Sewer Extension Project)

This Tax Increment Financing Agreement (the “Agreement”), made and entered into as of this ____ day of _____, 2024, by and between the CITY OF REYNOLDSBURG, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, and M/I HOMES OF CENTRAL OHIO, LLC (the “Developer”), an Ohio limited liability company.

WITNESSETH:

WHEREAS, Developer has acquired [or will acquire] certain real property which is located within the jurisdiction of the City, consisting of [____] +/- acres known on the Effective Date as Parcel Number [____] in the records of the Office of the Auditor of Licking County, Ohio (the “Auditor”) (the “Summit Crossing Property” or the “Property”), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the Developer, or an affiliate thereof, has purchased or intends to purchase the Property and to cause the development of a privately designed, built, and funded project; and

WHEREAS, the City will construct certain public infrastructure improvements consisting of the extension of a sanitary sewer line to serve the Property as generally depicted on **Exhibit B**, which improvements will benefit the Property (the “Sewer Public Improvement”); and

WHEREAS, the City has obtained a Water and Wastewater Infrastructure Grant Program Grant from the State of Ohio in the amount of \$1,323,050 (the “Grant”) for a portion of the costs of the Public Improvements; and

WHEREAS, the Developer is responsible for a contribution (the “Developer Contribution”) sufficient to cover the actual commercially reasonable costs of design, acquisition, and construction of the Sewer Public Improvement, but excluding engineering costs (the “Sewer Public Improvement Cost”) and shall therefore fund the difference between the final actual Sewer Public Improvement Cost and the Grant; and

WHEREAS, for purposes of clarification, the Sewer Public Improvement Cost shall include the actual commercially reasonable costs of acquiring an easement across certain real property within the City referred to as the Bauman property necessary for the construction by the City of the Sewer Public (the “Baumann Easement”); and

WHEREAS, the City and the Developer have agreed that the Developer will donate (or cause to be donated) “Reserve A”, as depicted on the preliminary plat attached as **Exhibit C** (the “Parkland”), to the City, and make certain improvements for the benefit of the Parkland, the costs of which shall not be eligible for reimbursement under this Agreement; and

WHEREAS, the Developer has requested that the City reimburse the Developer for the Developer Contribution, and the City has agreed to reimburse the Developer for the Developer Contribution pursuant to the terms of this Agreement, including by issuing or facilitating the issuance of bonds; and

WHEREAS, City, in accordance with Ohio Revised Code Section 5709.40(C) and pursuant to the Incentive District TIF Ordinance (defined below), has (i) formed four tax increment financing incentive districts containing certain parcels within the Property, as set forth in greater detail in **Exhibit A** attached hereto (each, a “TIF Incentive District”) in accordance with the terms of this Agreement, and (ii) declared the increase in the assessed value of any real property within each TIF Incentive District to be a public purpose and exempt from taxation for the purpose of providing the means to fund or reimburse the costs of constructing the public infrastructure improvements (as defined therein) in support of the TIF Incentive District; and

WHEREAS, City, in accordance with Ohio Revised Code Section 5709.40(B) and pursuant to the Commercial TIF Ordinance (defined below), has declared improvements to certain parcels of the Property, as set forth in greater detail in **Exhibit A** attached hereto (the “Commercial TIF Area”), to be a public purpose and exempt from taxation for the purpose of providing the means to fund or reimburse the costs of constructing the public infrastructure improvements (as defined herein) in support of the Commercial TIF Area and to pay debt service (and related administrative costs) on the Reimbursement Bonds referred to in Section 3(b); and

WHEREAS, a private apartment developer plans on purchasing [from Developer] those parcels comprising the Commercial TIF Area and constructing thereon a privately designed, built, and funded multi-family apartment development consisting of 384 units contained within [] separate structures (“Apartment Buildings”); and

WHEREAS, by its Ordinance No. [] passed [], 2024 (the “Incentive District TIF Ordinance”), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each parcel of real property located within each TIF Incentive District subsequent to the effective date of the TIF Ordinance (such increase in assessed value, as further defined in Ohio Revised Code Section 5709.40 and the Incentive District TIF Ordinance, is hereinafter referred to as the “Improvement”), is a public purpose and is exempt from taxation for a period commencing for each TIF Incentive District with the first tax year following the effective date of the Incentive District TIF Ordinance in which an Improvement of at least \$2,975,000 in assessed value (e.g., 35% of true value) for all parcels in that TIF Incentive District is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance (together, the “Incentive District TIF Exemption”); and

WHEREAS, by its Ordinance No. [] passed [], 2024 (the “Commercial TIF Ordinance” and, together with the Incentive District TIF Ordinance, the “TIF Ordinance”), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each parcel of real property located within the Commercial TIF Area subsequent to the effective date of the Commercial TIF Ordinance is a public purpose and is exempt from taxation for a period

commencing with the earlier of (i) the tax year in which Improvement value of at least \$25,000,000.00 (market value) appears on the tax list and duplicate in the aggregate for all Parcels, or (ii) tax year 2028, and ending on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the Commercial TIF Ordinance (the “Commercial TIF Exemption”, and together with the Incentive District TIF Exemption, the “TIF Exemptions”); and

WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owner(s) (initially, the Developer) of each parcel of real property contained within the Property (each such parcel to be referred to herein as a “Parcel”) and any future owners of each Parcel (with the Developer and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Licking County Treasurer (the “County Treasurer”), which Service Payments will be used, in part, to reimburse the Developer Contribution and pay debt service (and related administrative costs) on the Reimbursement Bonds referred to in Section 3(b), all pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”), the TIF Ordinance, and this Agreement; and

WHEREAS, a portion of the total Service Payments shall be attributable to the Commercial TIF Exemption (the “Commercial TIF Service Payments”) and the remaining portion of the total Service Payments shall be attributable to the Incentive District Exemptions (the “Incentive District Service Payments”); and

WHEREAS, the City acknowledges that a portion of the Service Payments attributable to the Incentive District TIF Exemptions shall be distributed by the County Treasurer in accordance with O.R.C. Section 5709.40(F) and shall not be received by the City; and

WHEREAS, the City and the Developer agree that the Sewer Public Improvement will benefit or serve the TIF Incentive Districts and will directly benefit the Commercial TIF Area; and

WHEREAS, the City Council of City by Ordinance No. [] passed [], 2024, approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the City and the Developer have agreed that the Developer will donate (or cause to be donated) “Reserve A”, as depicted on the preliminary plat attached as **Exhibit C** (the “Parkland”), to the City, and make certain improvements for the benefit of the Parkland; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Sewer Public Improvement and Parkland.

(a) Design and Construction of Sewer Public Improvement. The City has contracted for the design of the Sewer Public Improvement, advertised for bids for the construction of the Sewer Public Improvement, received responses to the bids and identified the winning bidder. The City will enter into construction contracts in its own name. The

Developer has received the designs and bid responses and does not object to the winning bidder and costs for the Sewer Public Improvement.

(b) Developer Contribution. Within thirty (30) days of receiving a request by the City for the Developer Contribution, or any portion thereof (any such request, a “Draw Request”), the Developer shall make the applicable portion of the Developer Contribution to the City. The parties intend that the City shall make Draw Requests for the Developer Contribution after first using available Grant proceeds to make payment towards the cost of the Sewer Public Improvement. Each Draw Request submitted by the City to the Developer shall be accompanied by reasonable supporting documentation for the costs incurred by the City in constructing the Sewer Public Improvement. The City shall give written notice to the Developer of any change order submitted by the general contractor within fifteen (15) days of the City receiving such change order (“Change Order Notice”). The Change Order Notice shall include a copy of the applicable change order.

(c) Easements. The Developer shall dedicate to the City the easements for the Sewer Public Improvement as shown in the designs for the Sewer Public Improvement by [_____, 2024]. The easements shall be without charge except for the Baumann Easement and shall be in form and content as required by the City Attorney. The Developer shall also provide any construction easements needed in connection with the construction of the Sewer Public Improvement.

(d) Traffic Control. The City shall be responsible for providing any necessary traffic controls in connection with the construction of the Sewer Public Improvement. Notwithstanding the foregoing, the Developer shall cooperate with City requests in connection with traffic controls related to the construction of the Sewer Public Improvement.

(e) Dedication of Parkland; Parkland Improvements. The Developer shall design and construct, at its sole expense, a parking lot serving the Parkland and a playground structure on the Parkland, and shall perform site work for the Parkland and provide grass seeding for the Parkland (collectively, the “Parkland Improvements”). The Developer shall submit proposed plans for the Parkland Improvements to the City, which plans shall be subject to the review and approval of the City. After the Developer has constructed the Parkland Improvements in accordance with the City approved plans, the Developer shall dedicate or cause the dedication of the Parkland to the City by limited warranty deed or other form of conveyance acceptable to the City. The Developer or then current property owner will convey the Parkland to the City free and clear of all encumbrances except (i) taxes and assessments that are a lien but not yet due and payable; (ii) matters shown on the plat(s) for the Parkland; (iii) items of record or on title shown on the title commitment for the Parkland and reasonably acceptable to the City, (iv) zoning and building code requirements, ordinances and regulations; and (v) any other matters of record approved in writing by the City.

Section 2. Application of Service Payments. The Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City. Money deposited in the Fund will be used to pay the TIF Reimbursement Obligations to the Developer as set forth in Section 3 below. No money properly deposited in the Fund may be used to pay any costs for any purpose whatsoever other than the TIF Reimbursement Obligations until they are paid in full. Payments will be made within 30 days of a deposit of Service Payments into the Fund. Payments will first be applied to accrued interest due and then to the principal amount of the TIF Reimbursement Obligations.

Section 3. TIF Reimbursement Obligations; Issuance of Bonds.

For purposes of this Agreement, costs of the Developer Contribution shall include the actual commercially reasonable costs of the Sewer Public Improvements paid by the Developer pursuant to a Draw Request and the costs of acquiring the Baumann Easement paid by the Developer, including all items of “costs of permanent improvements” set forth in O.R.C. Section 133.15(B) and incurred directly or indirectly with respect to the Sewer Public Improvements or acquisition of the Baumann Easement.

The City shall reimburse the Developer as follows:

(a) The City shall reimburse Developer an amount equal to the Developer Contribution plus interest on the unreimbursed portion of the Developer Contribution at the interest rate of 7.0% per year (the “TIF Reimbursement Obligations”). Interest on such unreimbursed portion of the Developer Contribution begins to accrue on the date that such portion of the Developer Contribution is made.

If the City does not enter into a Cooperative Agreement (as defined herein) or issue Reimbursement Bonds (as defined herein) in accordance with the terms of Section 3(b), the interest rate rates for the TIF Reimbursement Obligations described in this Section 3 shall increase to 9.0% commencing January 1, 2028. The TIF Reimbursement Obligations are a special obligation of the City, payable solely from and secured only by money deposited in the Fund, and payable without the necessity of annual appropriation of money in the Fund for such payment. The City may, but is under no obligation to, use funds other than Service Payments deposited into the Fund to pay the TIF Reimbursement Obligations.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the TIF Reimbursement Obligations. In the event that upon receipt of the final Service Payments to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the TIF Reimbursement Obligations, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

(b) Issuance of Reimbursement Bonds. The City and the Developer agree that it will be advantageous to cause the issuance of one or more series of revenue notes and/or bonds (the “Reimbursement Bonds”) in the minimum principal amount of \$3,000,000 to provide monies for the purpose of paying all or a portion of the TIF Reimbursement Obligations, together with reserves, capitalized interest, and costs of issuance, and other customary expenses associated with a revenue bond issue. To the extent the foregoing costs are less than \$3,000,000, the City may use the difference to fund other public improvement costs eligible under the TIF Ordinance, including, without limitation, making a payment to the Developer for a portion of the Parkland property dedicated to the City as well as engineering costs incurred in the design, acquisition, and construction of the Sewer Public Improvement. The City agrees that it will either (i) use its commercially reasonable efforts to negotiate and execute a cooperative agreement (a “Cooperative Agreement”) with a conduit bond issuer to provide for the issuance of the Reimbursement Bonds,

or (ii) subject to City Council approval, serve as the issuer of the Reimbursement Bonds. The initial issuance of Reimbursement Bonds (and related administrative costs) will be solely secured by and payable from Commercial TIF Service Payments, shall bear interest at 7.0% per year, shall be registered with [____] or their designee and shall be callable at par no later than December 31, 2031. The Reimbursement Bonds shall have such other terms and conditions, including bond reserves, capitalized interest and costs of issuance, as required by the purchaser of the Reimbursement Bonds and approved by bond counsel. The City acknowledges and agrees that the TIF Ordinances authorize the City to execute and deliver the cooperative agreement and take such other actions as may be necessary for the issuance of the Reimbursement Bonds without further City Council approval. The City's obligation to remit payments from the Fund for the debt service and administrative expenses for the Reimbursement Bonds will be a special obligation of the City, payable solely from and secured only by money deposited in the Fund, and payable without the necessity of annual appropriation of money in the Fund for such payment.

Section 4. Conditions Precedent to Reimbursement of the Developer Contribution. The City's obligation to make payments for the Developer Contribution under Sections 2 and 3 commence when all of the following conditions (a)-(d) identified in this Section have been met:

- (a) The Developer has made the Developer Contribution.
- (b) The Developer has substantially completed, or caused to be substantially completed, all work associated with the Parkland Improvements, in material conformance with the plans and specifications for the Parkland Improvements as approved by the City Engineer and all applicable City Codes.
- (c) The Developer has provided or caused to be provided all necessary easements for the Sewer Public Improvement and completed or caused to be completed the Parkland dedication as described in Section 1.
- (d) Solely with respect to the portion of the Developer Contribution related to acquisition of the easement for the Sewer Public Improvement across the Bauman property, submission by the Developer of proof reasonably acceptable to the City of the total consideration paid to the grantor of that easement (including extension payments or option payments for the easement).

Section 5. Indemnity. The Developer agrees that it or its assignee will indemnify, defend and hold harmless the City, its elected officials, officers, employees and agents (each an "Indemnified Party") from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Developer in the course of performing its obligations under this Agreement, its actions while owning or controlling the Property, any defects in the Parkland Improvements as constructed by the Developer, or the existence of hazardous materials on the Parkland on the date the Parkland is conveyed to the City, excluding in all cases (1) any liability or claims arising out of bodily injury to persons or damage to property to the extent any liability or claims are proximately caused by actions of the City or its independent contractors, agents, or employees; and (2) any liability or claims arising as a result of the gross negligence or willful misconduct of

the City or its independent contractors, agents, or employees. The indemnity provided in this Section survives the termination of this Agreement.

Section 6. Exemption Applications. The City and the Developer agree that the Developer shall be primarily responsible for the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer or the City, at the Developer's request, shall file or cause to be filed such applications and supporting documents with the County Auditor and/or County Recorder, as applicable. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments.

Section 7. Certain Representations, Warranties and Agreements of City. The City hereby represents, warrants and covenants that:

(a) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter.

(b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to the City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(d) It has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (ii) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has duly authorized the execution, delivery, observance and performance of this Agreement.

(f) Both the Commercial TIF Ordinance and the Incentive District TIF Ordinance have been duly passed by the City, have not been amended, modified or repealed, and each is in full force and effect with the referendum period for both under Section 36 of the Charter of the City having expired without the filing of a referendum petition.

(g) It will deposit into the Fund all Service Payments received by it until the TIF Reimbursement Obligations is paid in full.

(h) Until the TIF Reimbursement Obligations is paid in full, it will not amend, modify or repeal the TIF Ordinance in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the Fund except as approved by the Developer in writing or required by law.

(i) Until the TIF Reimbursement Obligations is paid in full, it will not transfer, encumber, spend or use any monies on deposit in the Fund other than as provided in this Agreement unless this Agreement is amended as provided herein.

(j) The TIF Reimbursement Obligations is issued under authority of, pursuant to and in full compliance with the general laws of the State of Ohio, the Charter of the City and the TIF Ordinance. There is no litigation or referendum initiative pending or, to the knowledge of the Mayor, City Attorney or City Auditor, threatened that would in any way affect the validity of this Agreement or the City's TIF Reimbursement Obligations. All acts, conditions and things necessary to be performed by the City or to have been met precedent to and in the issuing of the TIF Reimbursement Obligations in order to make it a legal, valid and binding special obligation of the City have been performed and have been met in regular and due form as required by law; that payment for TIF Reimbursement Obligations will have been received; that no statutory or constitutional limitation of indebtedness or taxation will be exceeded in the issuance of the TIF Reimbursement Obligations; and that the TIF Reimbursement Obligations will be issued pursuant to authorizing provisions of law.

Section 8. Certain Representations and Warranties of the Developer. The Developer represents and warrants that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted, and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement and perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(c) Its execution and delivery of this Agreement and the performance of its obligations hereunder (i) are within its authority and powers, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (iii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement, or if successful would materially impair its ability to perform its obligations under this Agreement.

(e) It is in compliance with, and has not made any contributions that would disqualify it from contracting with the City under, Ohio Revised Code Section 3517.13(I) through (N), and it is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Ohio Revised Code Section 9.24.

(f) It currently owns [or has a contractual right to obtain] fee simple title to all of the Property.

Section 9. Estoppel Certificate. Within 20 days after a request of the Developer, the City will execute and deliver to the person or entity indicated by the Developer in its request, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as the Developer reasonably requests. Upon such request the Developer will certify to the City that the Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the Developer is in default, the Developer will specify such default and its plan to remedy or cure such default. The Developer shall reimburse the City for any costs incurred by the City in connection with any estoppel requests.

Section 10. Successors; Assignment; Amendments; City Consents. This Agreement is binding upon the parties hereto and their successors and assigns. A party may only assign this Agreement with the written consent of the other party; provided that the Developer may, without the consent of the City and consistent with the purpose of this Agreement, (i) make a collateral assignment of its rights and obligations under this Agreement to a lender for the purpose of obtaining financing for the Developer Contribution, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement, and (ii) make an assignment of all or a portion of its rights and obligations under this Agreement to an affiliate of the Developer or to a successor property owner of all or any portion of the Property, provided that the assignee agrees to assume the related obligations under this Agreement and, provided further, that any such assignment does not relieve the Developer of its obligations hereunder unless such obligations have already been performed by the Developer. The Developer will use commercially reasonable efforts to notify the City of any assignment. The City will cooperate with any reasonable assignment requests. The Developer shall reimburse the City for any costs incurred by the City in connection with any assignment requests. Nothing in this Agreement prevents the Developer from transferring any or all of its interest in a Parcel to another person or entity.

This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise provided in this Agreement, any consent or approval of the City to be given under this Agreement may be given by the Mayor and must be given in writing.

Section 11. Events of Default and Remedies.

(a) Events of Default. Any one or more of the following constitutes an “Event of Default” under this Agreement:

- i. The Developer or City fails to timely perform or observe any material obligation as and when due under this Agreement, provided that if a *Force*

Majeure (as such term is defined below) event causes the failure, the Developer or City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

- ii. The Developer or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- iii. The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- iv. The Developer makes a general assignment for the benefit of creditors;
- v. A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or
- vi. The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used in this Section, “Force Majeure” means any event that is not within the control of the Developer, City or its employees, contractors, subcontractors and material suppliers, including the following: acts of God; pandemics; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; civil disturbances; arrests; nuclear accidents; fires; restraint of government and people; explosions; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; and partial or entire failure of utilities.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within 30 days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said 30-day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said 30-day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section, the other party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party; provided, however, the City may not compel the Developer

to complete any improvements other than the Parkland Improvements, and (ii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. Notwithstanding the foregoing, the City shall not be liable for any consequential, indirect, punitive or similar damages, or lost profits, nor shall it be liable for any pre-judgment accrued interest. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 12. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of City Council or any officer, agent or employee of either party in that person's individual capacity, and neither the members of the City Council, nor any individual person executing this agreement on behalf of the City or the Developer, will be liable personally by reason of the obligations of the City or the Developer contained in this Agreement.

Section 13. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To Developer: M/I Homes of Central Ohio, LLC
4131 Worth Avenue
Columbus, Ohio 43219
Attention: Josh Barkan

With copies to:

Metro Development
470 Olde Worthington Road, Suite 101
Westerville, Ohio 43082
Attention: Tre' Giller

-and-

Bricker Graydon LLP
100 South Third Street
Columbus, Ohio 43215
Attention: John Caleb Bell

(b) To the City at:

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

Section 14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect, will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement and will be interpreted to the extent legally possible to effectuate the intentions of the parties.

Section 15. Separate Counterparts. This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronically executed counterparts (such as DocuSign counterparts) or signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 17. Term. The term of this Agreement commences as of the date of this Agreement and terminates on the later of payment in full to the Developer of the TIF Reimbursement Obligations set for herein or the Developer's performance of all of its obligations under Section 1. The Developer's obligations under Section 5 and Section 6, and the rights and obligations of the parties under Section 11, survive the termination of this Agreement.

Section 18. No Agency Relationship. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City.

Section 19. City Income Tax Withholdings. Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to

withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the Reynoldsburg City Code.

Section 20. Non-Discriminatory Hiring Policy. The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry. This Section does not require compliance with Federal Executive Order No. 11246.

Section 21. Governing Law and Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 22. Exhibits. The following Exhibits are attached to this Agreement:

- (i) Exhibit A: Description of Property, Including Incentive Districts and Commercial TIF Area
- (ii) Exhibit B: City Public Improvement Description and Budget
- (iii) Exhibit C: Preliminary Plat

(Signatures begin on next page)

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date first set forth above.

CITY OF REYNOLDSBURG, OHIO

By: _____
Joe Begeny, Mayor

Approved as to Form:

Chris Shook, City Attorney

FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Reynoldsburg, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement (including specifically the funds required to meet the obligation of the City in the fiscal year 2024), but in an amount not greater than those Service Payments actually received by the City plus any Grant funds to be received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2024

Stephen Cicak, City Auditor
City of Reynoldsburg, Ohio

M/I HOMES OF CENTRAL OHIO, LLC

By: _____
_____, _____

Dated: _____, 2024

EXHIBIT A

DESCRIPTION OF PROPERTY, INCLUDING INCENTIVE DISTRICTS AND
COMMERCIAL TIF AREA

MAPS OF THE INCENTIVE DISTRICTS

The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps:



NOTE:
THE WETLANDS, STREAMS, AND DRAINAGE FEATURES DEPICTED ON THIS SHEET ARE PRELIMINARY, AND HAVE NOT BEEN VERIFIED BY THE ARMY CORPS OF ENGINEERS NOR THE OHIO EPA



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DATE	DESCRIPTION



CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SUMMIT CROSSING
EXISTING CONDITIONS PLAN

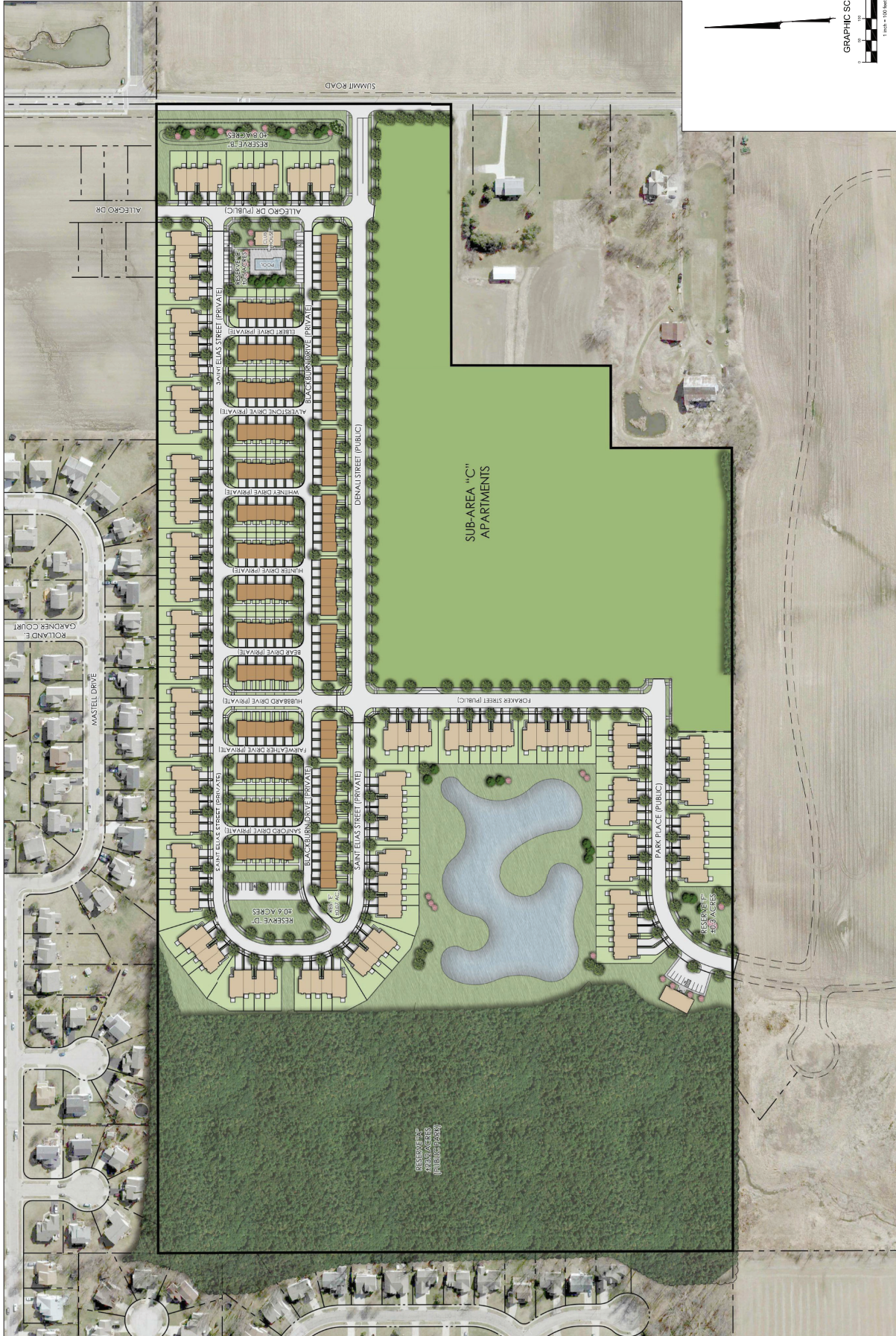
LOCATED IN:
LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO

Date	SEPTEMBER 12, 2024	Job No.	20240202
Scale	1"=100'	Sheet	2/14

PRELIMINARY PLAT FOR SUMMIT CROSSING

MAP OF COMMERCIAL TIF

The following map depicts the location of the Commercial TIF within the City of Reynoldsburg:



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EXHIBIT B

SEWER PUBLIC IMPROVEMENT DESCRIPTION AND BUDGET

The Sewer Public Improvements consist of the construction of approximately 5,400 linear feet of sanitary sewer main, connecting the Property to the City's sanitary sewer system. The approximate layout of the Sewer Public Improvements is included as an attachment to this Exhibit.

The current budget of the Sewer Public Improvements is as follows:

Baumann Easement	\$	700,000.00
Construction Costs	\$	2,752,556.00
Construction Contingency	\$	275,256.00
Inspection Costs	\$	250,122.00
Inspection Contingency	\$	52,659.00
State Fees	\$	<u>15,200.00</u>
Total	\$	4,045,793.00



LEGEND	
	Existing Sewer
	Combus Facility Planning and Neyrodsburg Sewer Contract Area Boundary
	Proposed TriB Boundary
	Proposed TriB Sub-Boundary
	City of Princeton
	City of Neyrodsburg Limits
	Previous TriB Boundary (02/13/70)
	Southwest Licking Community Water and Sewer District (SWLCWD)

CITY OF REYNOLDSBURG

[illegible]

Ashp	Asphalt
Bldg	Building
BM	Benchmark
CAG	Curb and Gutter
CAGI	Curb and Gutter Inlet
CMH	Curb inlet Manhole
CC	Center Line
CCC	Concrete Communication
Comm	Communication
Conc	Concrete
Dfct	Deflection
DI	Ductile Iron
Elec	Electric
Elev	Elevation
EP	Edge of Pavement
FHT	Fire Hydrant
FO	Fiber Optic
GS	Gas Service
HG	Horizontal Control
HP	Product Pipe
HPPP	Pressure Fuel Line
Hzrl	Horizontal
INV	Invert
Lt	Left
Mx	Maximum
Mm	Minimum
OHC	Overhead Electric
PC	Property Line
P	Proposed
Prop	Temporary Polyvinyl Chloride
PVC	Polyvinyl Chloride
RPT	Replacement
REPL	Replacement
RT	Right-of-way Road
SAS	Sanitary sewer Station
STA	Station
STM	Storm sewer
STR	Structure
TEMP	Temporary
TEL	Telephone
UD	Under Drain
USC	Underground Communication
UGT	Underground Lighting Conduit
UTR	Underground Telephone
UQU	Underground Utilities
Vert	Vertical
WM	Water Main
WQ	Water Quality
WS	As Per Plan
(A)	Approximate
(BO)	Best Grade
(B)	By Others
(DND)	Do Not Disturb
(F)	Fill in Place
(TBA)	To Be Abandoned
(TB)	To Be Demolish
(TRC)	To Be Relocated By Others
(TRCL)(BO)	To Be Relocated By Others
(TRBR)	To Be Removed and Replaced
(TRP)	To Be Replaced

—	Existing Storm Sewer and Inlet
—	Existing Sanitary Sewer
—SA—	Existing Water Main
—W—	Existing Water Service Line
—M—	Existing Gas Main
—G—	Existing Gas Service Line
C	Existing Underground Communication/Telephone
R	Existing Underground Fiber Optic Telephone
E	Existing Underground Power
L	Existing Underground Lighting
OC	Existing Overhead Electric Lines
OCC	Existing Overhead Electric Lines and Communication Lines
—	Existing Right-of-Way
—R/W—	Existing Easement or Alley
—E—	Existing Edge Of Pavement & Back of Curb
X	Existing Fence
→	Existing E. Ditch or Creek
~~~~~	Existing Tree Line
①	Existing Communication Manhole
Ⓢ	Existing Communication Marker
M	Existing Telephone Pull Box
PB	Existing Communication Pedestal Box
ED	Existing Telephone Pedestal Box
T	Existing Telephone Pole
V	Existing Gas Service Valve
V	Existing Gas Valve
B	Existing Gas Meter
BM	Existing Gas Manhole
F	Existing Flood Light
LH	Existing Light Pull Box
LM	Existing Light Pole
EM	Existing Electric Manhole
EB	Existing Electric Pull Box
EPB	Existing Electric Pedestal Box
EP	Existing Power Pole
UP	Existing Utility Pole
ET	Existing Electric Transformer
SS	Existing Sign
S	Existing Storm Catchment
SM	Existing Storm Manhole
SH	Existing Sanitary Manhole
FW	Existing Fire Hydrant
WMV	Existing Water Service Valve
WM	Existing Water Valve
WT	Existing Water Tower

	Proposed Sanitary Sewer
	Proposed Manhole
	Proposed Easement

NOTES: AS REQUIRED BY THE OHIO EPA  
The minimum requirements for 18" sanitary sewer pipe shall be PVC Sewer Pipe ASTM F679, PS115, Joint Specification ASTM D-3212.  
The minimum requirements for 6" & 8" sanitary sewer pipe shall be PVC Sewer Pipe ASTM 3034, PS46, Joint Specification ASTM D-3212.  
Exfiltration/ Infiltration test will be performed and shall not exceed 100 gal/in./mile/day.





EXHIBIT C

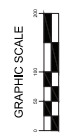
PRELIMINARY PLAT







EXHIBIT "F-1"



DEVELOPMENT DATA:

SUBAREA A - TOWNHOMES	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
FRONT SETBACK (BUILDING LINE)	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
REAR SETBACK	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
SUBAREA B - TOWNHOMES	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
FRONT SETBACK (BUILDING LINE)	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
REAR SETBACK	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
SUBAREA C - APARTMENTS	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
FRONT SETBACK (BUILDING LINE)	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
REAR SETBACK	20 FEET	UP TO 4' FLOOD ENCROACHMENT ALLOWED
RESERVE C	30 FEET	

NOTES:

NOTE "A": ALL OF SHOWN CHANGES IN THE FLOOD HAZARD ZONE ARE SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) DATED 16, 2015.

NOTE "B": SETBACKS SHALL BE SHOWN AS MINIMUM. ALL SETBACKS WILL BE A MINIMUM OF 5 FEET.

NOTE "C": SETBACK "X" SHALL BE SHOWN TO THE CITY OF REYNOLDSBURG FOR A PUBLIC PARK. THE STORMWATER FACILITY (RAIN RESERVE "A") WILL BE MAINTAINED BY THE SUMMIT CROSSING DEVELOPER AND THE CITY OF REYNOLDSBURG. ALL LANDSCAPE AND MAINTENANCE WITHIN RESERVE "A" INCLUDING THE STORMWATER FACILITY SHALL BE OWNED AND MAINTAINED BY THE SUMMIT CROSSING DEVELOPER. ALL LANDSCAPE AND MAINTENANCE WITHIN RESERVE "A" SHALL BE MAINTAINED BY THE SUMMIT CROSSING DEVELOPER. ALL LANDSCAPE AND MAINTENANCE WITHIN RESERVE "A" SHALL BE MAINTAINED BY THE SUMMIT CROSSING DEVELOPER.

NOTE "D": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.

NOTE "E": AS SHOWN HEREON, IF THE DEPTH OF THE FLOOD HAZARD ZONE IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) DATED 16, 2015, THE FLOOD HAZARD ZONE SHALL BE SHOWN AS SHOWN ON THE FIRM.

NOTE "F": FLOODING AS SHOWN HEREON SHALL BE ASHPI.

NOTE "G": PHASE DIRECTED ON THE SHEET ARE SUBJECT TO CHANGE DUE TO MARKET CONSIDERATIONS, ENGINEERING, AND AT THE DISCRETION OF THE DEVELOPER.

NOTE "H": ALL ELECTRICAL UTILITIES SHALL BE LOCATED UNDERGROUND.

NOTE "I": PARKING AND DRIVEWAY RESERVE "A" SHALL BE INSTALLED IN THE DEVELOPER CITY APPROVAL.

NOTE "J": THERE ARE NO KNOWN EROSION CONTROL RESTRICTIONS ON THE SITE.

PARKING CALCULATION

SUBAREA A - TOWNHOMES	276 SPACES (138 UNITS X 2)
UNIT PARKING PROVIDED	276 SPACES
GARAGE	276 SPACES
SUBAREA B - TOWNHOMES	276 SPACES (138 UNITS X 2)
UNIT PARKING PROVIDED	276 SPACES
GARAGE	276 SPACES
SUBAREA C - APARTMENTS	276 SPACES (138 UNITS X 2)
UNIT PARKING PROVIDED	276 SPACES
GARAGE	276 SPACES

SITE STATISTICS:

TOTAL AREA	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES
TOTAL ACRES	599.4 ACRES

PHASE 1A

RESERVE "A"	232.7 ACRES (PUBLIC PARK)
RESERVE "B"	232.7 ACRES (PUBLIC PARK)
RESERVE "C"	232.7 ACRES (PUBLIC PARK)
RESERVE "D"	232.7 ACRES (PUBLIC PARK)
RESERVE "E"	232.7 ACRES (PUBLIC PARK)
RESERVE "F"	232.7 ACRES (PUBLIC PARK)
RESERVE "G"	232.7 ACRES (PUBLIC PARK)
RESERVE "H"	232.7 ACRES (PUBLIC PARK)
RESERVE "I"	232.7 ACRES (PUBLIC PARK)
RESERVE "J"	232.7 ACRES (PUBLIC PARK)

PHASE 1B

RESERVE "A"	232.7 ACRES (PUBLIC PARK)
RESERVE "B"	232.7 ACRES (PUBLIC PARK)
RESERVE "C"	232.7 ACRES (PUBLIC PARK)
RESERVE "D"	232.7 ACRES (PUBLIC PARK)
RESERVE "E"	232.7 ACRES (PUBLIC PARK)
RESERVE "F"	232.7 ACRES (PUBLIC PARK)
RESERVE "G"	232.7 ACRES (PUBLIC PARK)
RESERVE "H"	232.7 ACRES (PUBLIC PARK)
RESERVE "I"	232.7 ACRES (PUBLIC PARK)
RESERVE "J"	232.7 ACRES (PUBLIC PARK)

PHASE 1C

RESERVE "A"	232.7 ACRES (PUBLIC PARK)
RESERVE "B"	232.7 ACRES (PUBLIC PARK)
RESERVE "C"	232.7 ACRES (PUBLIC PARK)
RESERVE "D"	232.7 ACRES (PUBLIC PARK)
RESERVE "E"	232.7 ACRES (PUBLIC PARK)
RESERVE "F"	232.7 ACRES (PUBLIC PARK)
RESERVE "G"	232.7 ACRES (PUBLIC PARK)
RESERVE "H"	232.7 ACRES (PUBLIC PARK)
RESERVE "I"	232.7 ACRES (PUBLIC PARK)
RESERVE "J"	232.7 ACRES (PUBLIC PARK)

PHASE 2

RESERVE "A"	232.7 ACRES (PUBLIC PARK)
RESERVE "B"	232.7 ACRES (PUBLIC PARK)
RESERVE "C"	232.7 ACRES (PUBLIC PARK)
RESERVE "D"	232.7 ACRES (PUBLIC PARK)
RESERVE "E"	232.7 ACRES (PUBLIC PARK)
RESERVE "F"	232.7 ACRES (PUBLIC PARK)
RESERVE "G"	232.7 ACRES (PUBLIC PARK)
RESERVE "H"	232.7 ACRES (PUBLIC PARK)
RESERVE "I"	232.7 ACRES (PUBLIC PARK)
RESERVE "J"	232.7 ACRES (PUBLIC PARK)

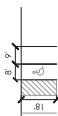
PHASE 3

RESERVE "A"	232.7 ACRES (PUBLIC PARK)
RESERVE "B"	232.7 ACRES (PUBLIC PARK)
RESERVE "C"	232.7 ACRES (PUBLIC PARK)
RESERVE "D"	232.7 ACRES (PUBLIC PARK)
RESERVE "E"	232.7 ACRES (PUBLIC PARK)
RESERVE "F"	232.7 ACRES (PUBLIC PARK)
RESERVE "G"	232.7 ACRES (PUBLIC PARK)
RESERVE "H"	232.7 ACRES (PUBLIC PARK)
RESERVE "I"	232.7 ACRES (PUBLIC PARK)
RESERVE "J"	232.7 ACRES (PUBLIC PARK)



OVERALL  
PROJECT PLAN

PARKING DETAIL  
SCALE 1"=30'

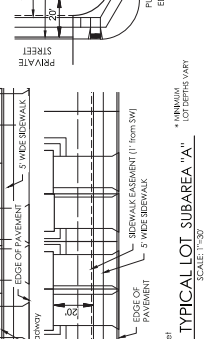
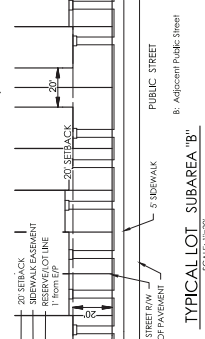
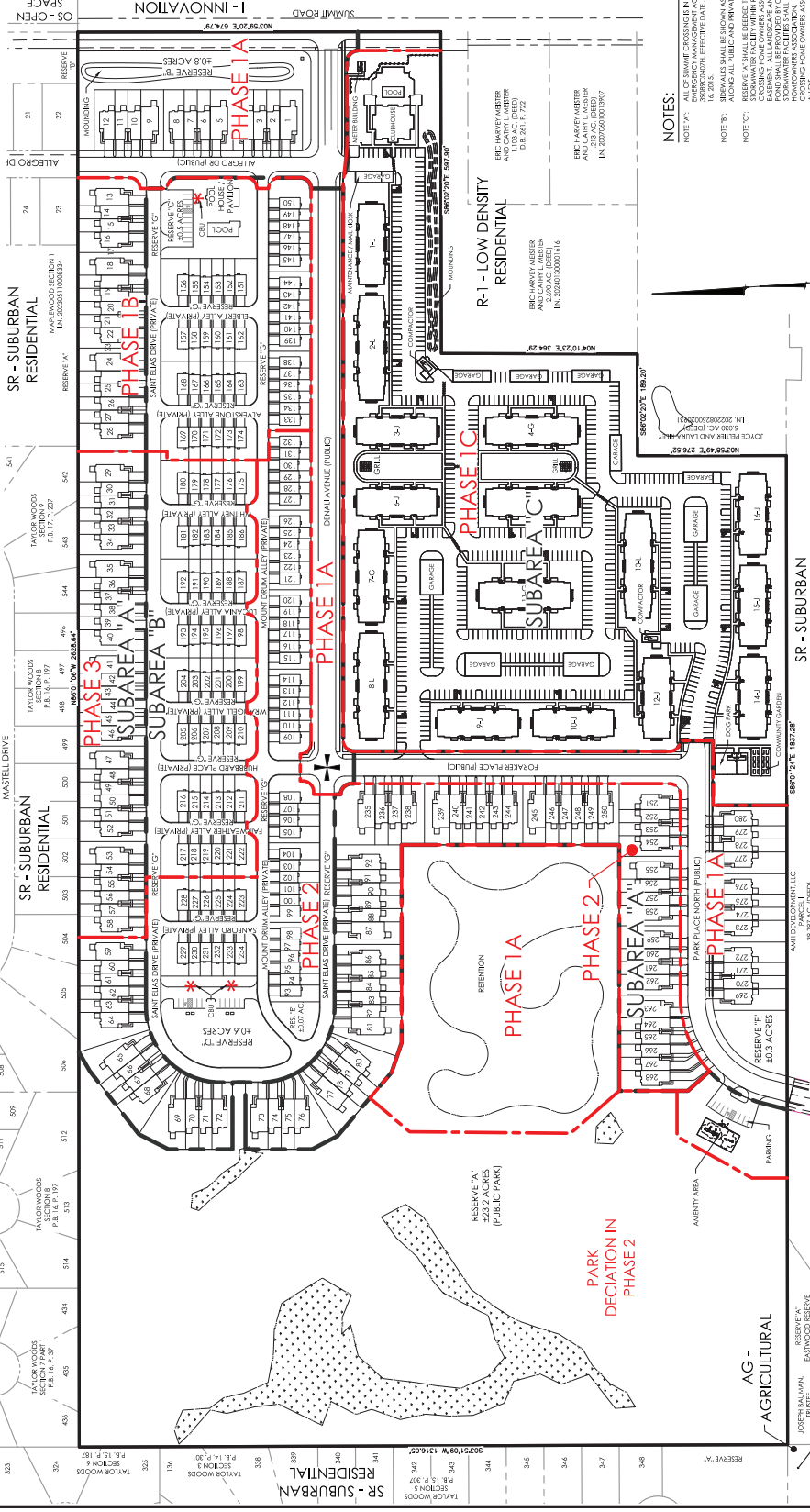
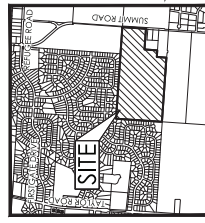


DEVELOPER/OWNER  
M I HOMES, LLC  
CONTACT: JOSH BARAN  
8111 WOODBURN AVENUE  
COLUMBUS, OHIO 43219  
TEL: 614.418.8000  
WWW.MIHOMES.COM



PREPARED BY  
EMMILL  
11111 WOODBURN AVENUE  
COLUMBUS, OHIO 43219  
TEL: 614.418.8000  
WWW.EMMILL.COM

NO SCALE  
LOCATION MAP





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ELITE EXCAVATING FOR THE CONSTRUCTION OF THE SUMMIT AREA SANITARY EXPANSION PROJECT, **AND DECLARING AN EMERGENCY****

**WHEREAS**, City Council is hereby authorizing the Mayor to enter into a contract with Elite Excavating for construction services for the Summit Area Sanitary Sewer Expansion Project in the amount of \$2,752,556; and

**WHEREAS**, the City Engineer has determined that Elite Excavating is capable of performing such work; and

**WHEREAS**, the total construction cost (not including inspection services) for this project is \$2,752,556, of which, \$1,323,050 is being funded by a grant from the Ohio Department of Wastewater Infrastructure Program; and

**WHEREAS**, the remaining construction cost of \$1,429,506 and all authorized contingency costs, will be paid by the City and reimbursed by MI Homes of Central Ohio as described in the attached agreement.



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

**SECTION 1.** That the Mayor is hereby authorized to enter into a contract with Elite Excavating to construct the Summit Area Sanitary Sewer Expansion Project for the amount of \$2,752,556.

**SECTION 2.** That a contingency amount of \$275,255.60 necessary, and related project Change Orders to complete said project is also approved.

**SECTION 3.** That an amount \$3,027,811.60 be unappropriated from the General Fund (110) and appropriated to Wastewater/Sewer Fund (720) Summit Area Sanitary Sewer Project to account number 720.000.0200.5622 Sewer Lines, establish a separate fund per the grant language, and reimburse the General Fund (110) for all project expenses.

**SECTION 4.** 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 to meet necessary timelines for project construction. This Ordinance shall take effect immediately upon approval of Council and the signature of the Mayor.

TAX INCREMENT FINANCING AGREEMENT  
(Summit Crossing Sewer Extension Project)

This Tax Increment Financing Agreement (the “Agreement”), made and entered into as of this ____ day of _____, 2024, by and between the CITY OF REYNOLDSBURG, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, and M/I HOMES OF CENTRAL OHIO, LLC (the “Developer”), an Ohio limited liability company.

WITNESSETH:

WHEREAS, Developer has acquired [or will acquire] certain real property which is located within the jurisdiction of the City, consisting of [____] +/- acres known on the Effective Date as Parcel Number [____] in the records of the Office of the Auditor of Licking County, Ohio (the “Auditor”) (the “Summit Crossing Property” or the “Property”), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the Developer, or an affiliate thereof, has purchased or intends to purchase the Property and to cause the development of a privately designed, built, and funded project; and

WHEREAS, the City will construct certain public infrastructure improvements consisting of the extension of a sanitary sewer line to serve the Property as generally depicted on **Exhibit B**, which improvements will benefit the Property (the “Sewer Public Improvement”); and

WHEREAS, the City has obtained a Water and Wastewater Infrastructure Grant Program Grant from the State of Ohio in the amount of \$1,323,050 (the “Grant”) for a portion of the costs of the Public Improvements; and

WHEREAS, the Developer is responsible for a contribution (the “Developer Contribution”) sufficient to cover the actual commercially reasonable costs of design, acquisition, and construction of the Sewer Public Improvement, but excluding engineering costs (the “Sewer Public Improvement Cost”) and shall therefore fund the difference between the final actual Sewer Public Improvement Cost and the Grant; and

WHEREAS, for purposes of clarification, the Sewer Public Improvement Cost shall include the actual commercially reasonable costs of acquiring an easement across certain real property within the City referred to as the Bauman property necessary for the construction by the City of the Sewer Public (the “Baumann Easement”); and

WHEREAS, the City and the Developer have agreed that the Developer will donate (or cause to be donated) “Reserve A”, as depicted on the preliminary plat attached as **Exhibit C** (the “Parkland”), to the City, and make certain improvements for the benefit of the Parkland, the costs of which shall not be eligible for reimbursement under this Agreement; and

WHEREAS, the Developer has requested that the City reimburse the Developer for the Developer Contribution, and the City has agreed to reimburse the Developer for the Developer Contribution pursuant to the terms of this Agreement, including by issuing or facilitating the issuance of bonds; and

WHEREAS, City, in accordance with Ohio Revised Code Section 5709.40(C) and pursuant to the Incentive District TIF Ordinance (defined below), has (i) formed four tax increment financing incentive districts containing certain parcels within the Property, as set forth in greater detail in **Exhibit A** attached hereto (each, a “TIF Incentive District”) in accordance with the terms of this Agreement, and (ii) declared the increase in the assessed value of any real property within each TIF Incentive District to be a public purpose and exempt from taxation for the purpose of providing the means to fund or reimburse the costs of constructing the public infrastructure improvements (as defined therein) in support of the TIF Incentive District; and

WHEREAS, City, in accordance with Ohio Revised Code Section 5709.40(B) and pursuant to the Commercial TIF Ordinance (defined below), has declared improvements to certain parcels of the Property, as set forth in greater detail in **Exhibit A** attached hereto (the “Commercial TIF Area”), to be a public purpose and exempt from taxation for the purpose of providing the means to fund or reimburse the costs of constructing the public infrastructure improvements (as defined herein) in support of the Commercial TIF Area and to pay debt service (and related administrative costs) on the Reimbursement Bonds referred to in Section 3(b); and

WHEREAS, a private apartment developer plans on purchasing [from Developer] those parcels comprising the Commercial TIF Area and constructing thereon a privately designed, built, and funded multi-family apartment development consisting of 384 units contained within [ ] separate structures (“Apartment Buildings”); and

WHEREAS, by its Ordinance No. [ ] passed [ ], 2024 (the “Incentive District TIF Ordinance”), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each parcel of real property located within each TIF Incentive District subsequent to the effective date of the TIF Ordinance (such increase in assessed value, as further defined in Ohio Revised Code Section 5709.40 and the Incentive District TIF Ordinance, is hereinafter referred to as the “Improvement”), is a public purpose and is exempt from taxation for a period commencing for each TIF Incentive District with the first tax year following the effective date of the Incentive District TIF Ordinance in which an Improvement of at least \$2,975,000 in assessed value (e.g., 35% of true value) for all parcels in that TIF Incentive District is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance (together, the “Incentive District TIF Exemption”); and

WHEREAS, by its Ordinance No. [ ] passed [ ], 2024 (the “Commercial TIF Ordinance” and, together with the Incentive District TIF Ordinance, the “TIF Ordinance”), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each parcel of real property located within the Commercial TIF Area subsequent to the effective date of the Commercial TIF Ordinance is a public purpose and is exempt from taxation for a period

commencing with the earlier of (i) the tax year in which Improvement value of at least \$25,000,000.00 (market value) appears on the tax list and duplicate in the aggregate for all Parcels, or (ii) tax year 2028, and ending on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the Commercial TIF Ordinance (the “Commercial TIF Exemption”, and together with the Incentive District TIF Exemption, the “TIF Exemptions”); and

WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owner(s) (initially, the Developer) of each parcel of real property contained within the Property (each such parcel to be referred to herein as a “Parcel”) and any future owners of each Parcel (with the Developer and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Licking County Treasurer (the “County Treasurer”), which Service Payments will be used, in part, to reimburse the Developer Contribution and pay debt service (and related administrative costs) on the Reimbursement Bonds referred to in Section 3(b), all pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”), the TIF Ordinance, and this Agreement; and

WHEREAS, a portion of the total Service Payments shall be attributable to the Commercial TIF Exemption (the “Commercial TIF Service Payments”) and the remaining portion of the total Service Payments shall be attributable to the Incentive District Exemptions (the “Incentive District Service Payments”); and

WHEREAS, the City acknowledges that a portion of the Service Payments attributable to the Incentive District TIF Exemptions shall be distributed by the County Treasurer in accordance with O.R.C. Section 5709.40(F) and shall not be received by the City; and

WHEREAS, the City and the Developer agree that the Sewer Public Improvement will benefit or serve the TIF Incentive Districts and will directly benefit the Commercial TIF Area; and

WHEREAS, the City Council of City by Ordinance No. [ ] passed [ ], 2024, approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the City and the Developer have agreed that the Developer will donate (or cause to be donated) “Reserve A”, as depicted on the preliminary plat attached as **Exhibit C** (the “Parkland”), to the City, and make certain improvements for the benefit of the Parkland; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Sewer Public Improvement and Parkland.

(a) Design and Construction of Sewer Public Improvement. The City has contracted for the design of the Sewer Public Improvement, advertised for bids for the construction of the Sewer Public Improvement, received responses to the bids and identified the winning bidder. The City will enter into construction contracts in its own name. The

Developer has received the designs and bid responses and does not object to the winning bidder and costs for the Sewer Public Improvement.

(b) Developer Contribution. Within thirty (30) days of receiving a request by the City for the Developer Contribution, or any portion thereof (any such request, a “Draw Request”), the Developer shall make the applicable portion of the Developer Contribution to the City. The parties intend that the City shall make Draw Requests for the Developer Contribution after first using available Grant proceeds to make payment towards the cost of the Sewer Public Improvement. Each Draw Request submitted by the City to the Developer shall be accompanied by reasonable supporting documentation for the costs incurred by the City in constructing the Sewer Public Improvement. The City shall give written notice to the Developer of any change order submitted by the general contractor within fifteen (15) days of the City receiving such change order (“Change Order Notice”). The Change Order Notice shall include a copy of the applicable change order.

(c) Easements. The Developer shall dedicate to the City the easements for the Sewer Public Improvement as shown in the designs for the Sewer Public Improvement by [_____, 2024]. The easements shall be without charge except for the Baumann Easement and shall be in form and content as required by the City Attorney. The Developer shall also provide any construction easements needed in connection with the construction of the Sewer Public Improvement.

(d) Traffic Control. The City shall be responsible for providing any necessary traffic controls in connection with the construction of the Sewer Public Improvement. Notwithstanding the foregoing, the Developer shall cooperate with City requests in connection with traffic controls related to the construction of the Sewer Public Improvement.

(e) Dedication of Parkland; Parkland Improvements. The Developer shall design and construct, at its sole expense, a parking lot serving the Parkland and a playground structure on the Parkland, and shall perform site work for the Parkland and provide grass seeding for the Parkland (collectively, the “Parkland Improvements”). The Developer shall submit proposed plans for the Parkland Improvements to the City, which plans shall be subject to the review and approval of the City. After the Developer has constructed the Parkland Improvements in accordance with the City approved plans, the Developer shall dedicate or cause the dedication of the Parkland to the City by limited warranty deed or other form of conveyance acceptable to the City. The Developer or then current property owner will convey the Parkland to the City free and clear of all encumbrances except (i) taxes and assessments that are a lien but not yet due and payable; (ii) matters shown on the plat(s) for the Parkland; (iii) items of record or on title shown on the title commitment for the Parkland and reasonably acceptable to the City, (iv) zoning and building code requirements, ordinances and regulations; and (v) any other matters of record approved in writing by the City.

Section 2. Application of Service Payments. The Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City. Money deposited in the Fund will be used to pay the TIF Reimbursement Obligations to the Developer as set forth in Section 3 below. No money properly deposited in the Fund may be used to pay any costs for any purpose whatsoever other than the TIF Reimbursement Obligations until they are paid in full. Payments will be made within 30 days of a deposit of Service Payments into the Fund. Payments will first be applied to accrued interest due and then to the principal amount of the TIF Reimbursement Obligations.

### Section 3. TIF Reimbursement Obligations; Issuance of Bonds.

For purposes of this Agreement, costs of the Developer Contribution shall include the actual commercially reasonable costs of the Sewer Public Improvements paid by the Developer pursuant to a Draw Request and the costs of acquiring the Baumann Easement paid by the Developer, including all items of “costs of permanent improvements” set forth in O.R.C. Section 133.15(B) and incurred directly or indirectly with respect to the Sewer Public Improvements or acquisition of the Baumann Easement.

The City shall reimburse the Developer as follows:

(a) The City shall reimburse Developer an amount equal to the Developer Contribution plus interest on the unreimbursed portion of the Developer Contribution at the interest rate of 7.0% per year (the “TIF Reimbursement Obligations”). Interest on such unreimbursed portion of the Developer Contribution begins to accrue on the date that such portion of the Developer Contribution is made.

If the City does not enter into a Cooperative Agreement (as defined herein) or issue Reimbursement Bonds (as defined herein) in accordance with the terms of Section 3(b), the interest rate rates for the TIF Reimbursement Obligations described in this Section 3 shall increase to 9.0% commencing January 1, 2028. The TIF Reimbursement Obligations are a special obligation of the City, payable solely from and secured only by money deposited in the Fund, and payable without the necessity of annual appropriation of money in the Fund for such payment. The City may, but is under no obligation to, use funds other than Service Payments deposited into the Fund to pay the TIF Reimbursement Obligations.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the TIF Reimbursement Obligations. In the event that upon receipt of the final Service Payments to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the TIF Reimbursement Obligations, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

(b) Issuance of Reimbursement Bonds. The City and the Developer agree that it will be advantageous to cause the issuance of one or more series of revenue notes and/or bonds (the “Reimbursement Bonds”) in the minimum principal amount of \$3,000,000 to provide monies for the purpose of paying all or a portion of the TIF Reimbursement Obligations, together with reserves, capitalized interest, and costs of issuance, and other customary expenses associated with a revenue bond issue. To the extent the foregoing costs are less than \$3,000,000, the City may use the difference to fund other public improvement costs eligible under the TIF Ordinance, including, without limitation, making a payment to the Developer for a portion of the Parkland property dedicated to the City as well as engineering costs incurred in the design, acquisition, and construction of the Sewer Public Improvement. The City agrees that it will either (i) use its commercially reasonable efforts to negotiate and execute a cooperative agreement (a “Cooperative Agreement”) with a conduit bond issuer to provide for the issuance of the Reimbursement Bonds,



or (ii) subject to City Council approval, serve as the issuer of the Reimbursement Bonds. The initial issuance of Reimbursement Bonds (and related administrative costs) will be solely secured by and payable from Commercial TIF Service Payments, shall bear interest at 7.0% per year, shall be registered with [____] or their designee and shall be callable at par no later than December 31, 2031. The Reimbursement Bonds shall have such other terms and conditions, including bond reserves, capitalized interest and costs of issuance, as required by the purchaser of the Reimbursement Bonds and approved by bond counsel. The City acknowledges and agrees that the TIF Ordinances authorize the City to execute and deliver the cooperative agreement and take such other actions as may be necessary for the issuance of the Reimbursement Bonds without further City Council approval. The City's obligation to remit payments from the Fund for the debt service and administrative expenses for the Reimbursement Bonds will be a special obligation of the City, payable solely from and secured only by money deposited in the Fund, and payable without the necessity of annual appropriation of money in the Fund for such payment.

Section 4. Conditions Precedent to Reimbursement of the Developer Contribution. The City's obligation to make payments for the Developer Contribution under Sections 2 and 3 commence when all of the following conditions (a)-(d) identified in this Section have been met:

- (a) The Developer has made the Developer Contribution.
- (b) The Developer has substantially completed, or caused to be substantially completed, all work associated with the Parkland Improvements, in material conformance with the plans and specifications for the Parkland Improvements as approved by the City Engineer and all applicable City Codes.
- (c) The Developer has provided or caused to be provided all necessary easements for the Sewer Public Improvement and completed or caused to be completed the Parkland dedication as described in Section 1.
- (d) Solely with respect to the portion of the Developer Contribution related to acquisition of the easement for the Sewer Public Improvement across the Bauman property, submission by the Developer of proof reasonably acceptable to the City of the total consideration paid to the grantor of that easement (including extension payments or option payments for the easement).

Section 5. Indemnity. The Developer agrees that it or its assignee will indemnify, defend and hold harmless the City, its elected officials, officers, employees and agents (each an "Indemnified Party") from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Developer in the course of performing its obligations under this Agreement, its actions while owning or controlling the Property, any defects in the Parkland Improvements as constructed by the Developer, or the existence of hazardous materials on the Parkland on the date the Parkland is conveyed to the City, excluding in all cases (1) any liability or claims arising out of bodily injury to persons or damage to property to the extent any liability or claims are proximately caused by actions of the City or its independent contractors, agents, or employees; and (2) any liability or claims arising as a result of the gross negligence or willful misconduct of

the City or its independent contractors, agents, or employees. The indemnity provided in this Section survives the termination of this Agreement.

Section 6. Exemption Applications. The City and the Developer agree that the Developer shall be primarily responsible for the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer or the City, at the Developer's request, shall file or cause to be filed such applications and supporting documents with the County Auditor and/or County Recorder, as applicable. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments.

Section 7. Certain Representations, Warranties and Agreements of City. The City hereby represents, warrants and covenants that:

(a) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter.

(b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to the City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(d) It has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (ii) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has duly authorized the execution, delivery, observance and performance of this Agreement.

(f) Both the Commercial TIF Ordinance and the Incentive District TIF Ordinance have been duly passed by the City, have not been amended, modified or repealed, and each is in full force and effect with the referendum period for both under Section 36 of the Charter of the City having expired without the filing of a referendum petition.

(g) It will deposit into the Fund all Service Payments received by it until the TIF Reimbursement Obligations is paid in full.

(h) Until the TIF Reimbursement Obligations is paid in full, it will not amend, modify or repeal the TIF Ordinance in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the Fund except as approved by the Developer in writing or required by law.

(i) Until the TIF Reimbursement Obligations is paid in full, it will not transfer, encumber, spend or use any monies on deposit in the Fund other than as provided in this Agreement unless this Agreement is amended as provided herein.

(j) The TIF Reimbursement Obligations is issued under authority of, pursuant to and in full compliance with the general laws of the State of Ohio, the Charter of the City and the TIF Ordinance. There is no litigation or referendum initiative pending or, to the knowledge of the Mayor, City Attorney or City Auditor, threatened that would in any way affect the validity of this Agreement or the City's TIF Reimbursement Obligations. All acts, conditions and things necessary to be performed by the City or to have been met precedent to and in the issuing of the TIF Reimbursement Obligations in order to make it a legal, valid and binding special obligation of the City have been performed and have been met in regular and due form as required by law; that payment for TIF Reimbursement Obligations will have been received; that no statutory or constitutional limitation of indebtedness or taxation will be exceeded in the issuance of the TIF Reimbursement Obligations; and that the TIF Reimbursement Obligations will be issued pursuant to authorizing provisions of law.

Section 8. Certain Representations and Warranties of the Developer. The Developer represents and warrants that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted, and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement and perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(c) Its execution and delivery of this Agreement and the performance of its obligations hereunder (i) are within its authority and powers, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (iii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement, or if successful would materially impair its ability to perform its obligations under this Agreement.

(e) It is in compliance with, and has not made any contributions that would disqualify it from contracting with the City under, Ohio Revised Code Section 3517.13(I) through (N), and it is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Ohio Revised Code Section 9.24.

(f) It currently owns [or has a contractual right to obtain] fee simple title to all of the Property.

Section 9. Estoppel Certificate. Within 20 days after a request of the Developer, the City will execute and deliver to the person or entity indicated by the Developer in its request, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as the Developer reasonably requests. Upon such request the Developer will certify to the City that the Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the Developer is in default, the Developer will specify such default and its plan to remedy or cure such default. The Developer shall reimburse the City for any costs incurred by the City in connection with any estoppel requests.

Section 10. Successors; Assignment; Amendments; City Consents. This Agreement is binding upon the parties hereto and their successors and assigns. A party may only assign this Agreement with the written consent of the other party; provided that the Developer may, without the consent of the City and consistent with the purpose of this Agreement, (i) make a collateral assignment of its rights and obligations under this Agreement to a lender for the purpose of obtaining financing for the Developer Contribution, as long as such an assignment provides that the Developer remains liable for all its obligations under this Agreement, and (ii) make an assignment of all or a portion of its rights and obligations under this Agreement to an affiliate of the Developer or to a successor property owner of all or any portion of the Property, provided that the assignee agrees to assume the related obligations under this Agreement and, provided further, that any such assignment does not relieve the Developer of its obligations hereunder unless such obligations have already been performed by the Developer. The Developer will use commercially reasonable efforts to notify the City of any assignment. The City will cooperate with any reasonable assignment requests. The Developer shall reimburse the City for any costs incurred by the City in connection with any assignment requests. Nothing in this Agreement prevents the Developer from transferring any or all of its interest in a Parcel to another person or entity.

This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise provided in this Agreement, any consent or approval of the City to be given under this Agreement may be given by the Mayor and must be given in writing.

#### Section 11. Events of Default and Remedies.

(a) Events of Default. Any one or more of the following constitutes an “Event of Default” under this Agreement:

- i. The Developer or City fails to timely perform or observe any material obligation as and when due under this Agreement, provided that if a *Force*

*Majeure* (as such term is defined below) event causes the failure, the Developer or City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

- ii. The Developer or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- iii. The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- iv. The Developer makes a general assignment for the benefit of creditors;
- v. A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or
- vi. The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used in this Section, “Force Majeure” means any event that is not within the control of the Developer, City or its employees, contractors, subcontractors and material suppliers, including the following: acts of God; pandemics; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; civil disturbances; arrests; nuclear accidents; fires; restraint of government and people; explosions; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; and partial or entire failure of utilities.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within 30 days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said 30-day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said 30-day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section, the other party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party; provided, however, the City may not compel the Developer

to complete any improvements other than the Parkland Improvements, and (ii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. Notwithstanding the foregoing, the City shall not be liable for any consequential, indirect, punitive or similar damages, or lost profits, nor shall it be liable for any pre-judgment accrued interest. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 12. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of City Council or any officer, agent or employee of either party in that person's individual capacity, and neither the members of the City Council, nor any individual person executing this agreement on behalf of the City or the Developer, will be liable personally by reason of the obligations of the City or the Developer contained in this Agreement.

Section 13. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To Developer: M/I Homes of Central Ohio, LLC  
4131 Worth Avenue  
Columbus, Ohio 43219  
Attention: Josh Barkan

*With copies to:*

Metro Development  
470 Olde Worthington Road, Suite 101  
Westerville, Ohio 43082  
Attention: Tre' Giller

-and-

Bricker Graydon LLP  
100 South Third Street  
Columbus, Ohio 43215  
Attention: John Caleb Bell



(b) To the City at:

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

Section 14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect, will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement and will be interpreted to the extent legally possible to effectuate the intentions of the parties.

Section 15. Separate Counterparts. This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronically executed counterparts (such as DocuSign counterparts) or signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 17. Term. The term of this Agreement commences as of the date of this Agreement and terminates on the later of payment in full to the Developer of the TIF Reimbursement Obligations set for herein or the Developer's performance of all of its obligations under Section 1. The Developer's obligations under Section 5 and Section 6, and the rights and obligations of the parties under Section 11, survive the termination of this Agreement.

Section 18. No Agency Relationship. The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City.

Section 19. City Income Tax Withholdings. Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to

withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the Reynoldsburg City Code.

Section 20. Non-Discriminatory Hiring Policy. The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry. This Section does not require compliance with Federal Executive Order No. 11246.

Section 21. Governing Law and Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 22. Exhibits. The following Exhibits are attached to this Agreement:

- (i) Exhibit A: Description of Property, Including Incentive Districts and Commercial TIF Area
- (ii) Exhibit B: City Public Improvement Description and Budget
- (iii) Exhibit C: Preliminary Plat

*(Signatures begin on next page)*

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date first set forth above.

CITY OF REYNOLDSBURG, OHIO

By: _____  
Joe Begeny, Mayor

Approved as to Form:

_____  
Chris Shook, City Attorney

#### FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Reynoldsburg, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement (including specifically the funds required to meet the obligation of the City in the fiscal year 2024), but in an amount not greater than those Service Payments actually received by the City plus any Grant funds to be received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2024

_____  
Stephen Cicak, City Auditor  
City of Reynoldsburg, Ohio

M/I HOMES OF CENTRAL OHIO, LLC

By: _____  
_____, _____

Dated: _____, 2024

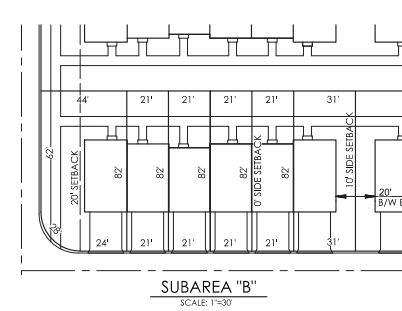
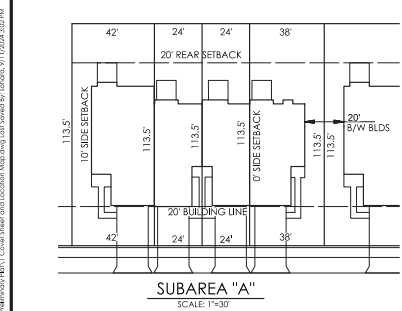
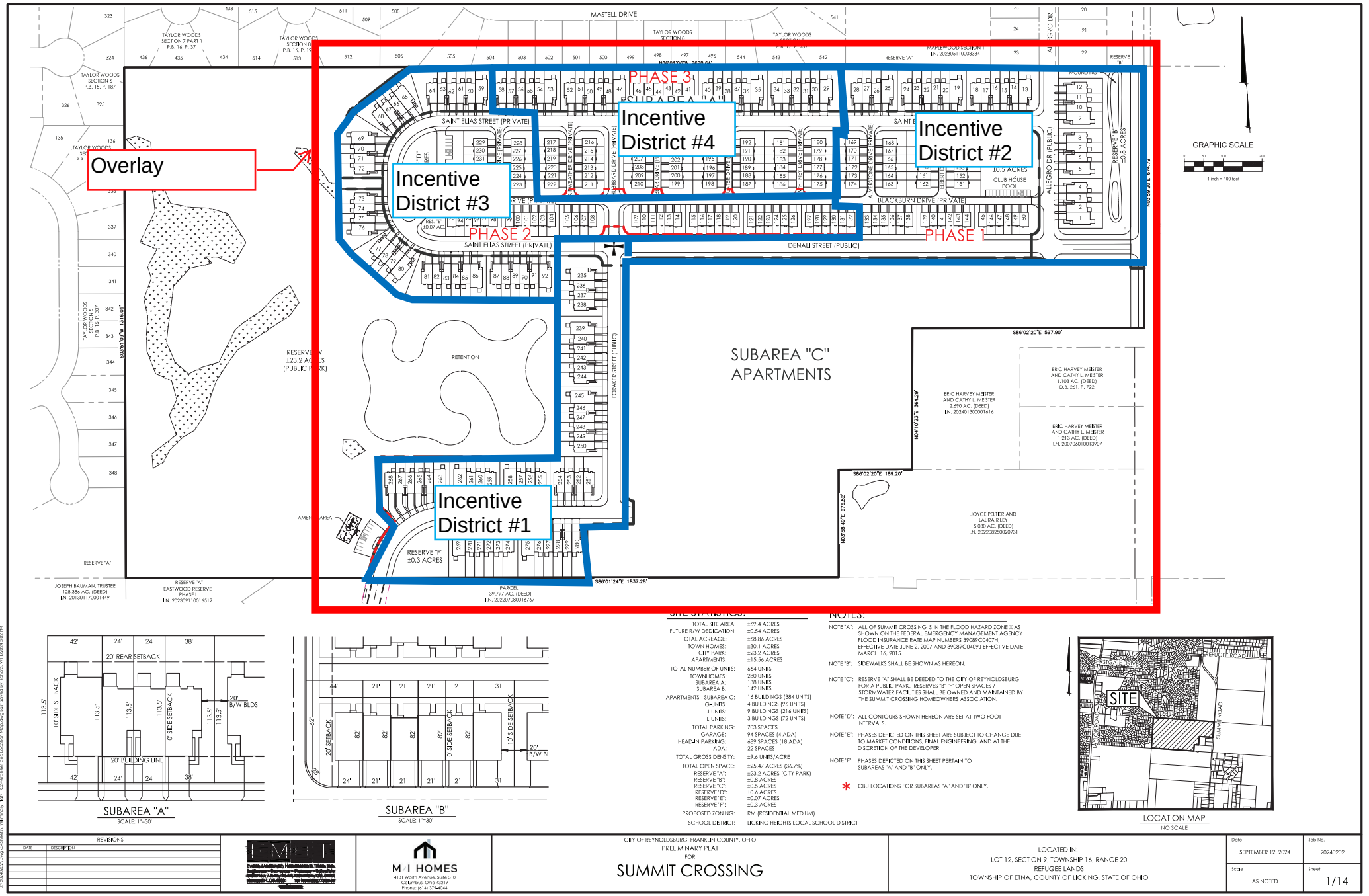
EXHIBIT A

DESCRIPTION OF PROPERTY, INCLUDING INCENTIVE DISTRICTS AND  
COMMERCIAL TIF AREA

### MAPS OF THE INCENTIVE DISTRICTS

The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps:





**SUMMARY:**

TOTAL SITE AREA:	369.4 ACRES
FUTURE R/W DEDICATION:	20.54 ACRES
TOTAL ACRES:	389.94 ACRES
TOWN HOMES:	430.1 ACRES
CITY PARK:	223.2 ACRES
APARTMENTS:	215.54 ACRES
TOTAL NUMBER OF UNITS:	664 UNITS
TOWNHOMES:	280 UNITS
SUBAREA A:	138 UNITS
SUBAREA B:	142 UNITS
APARTMENTS - SUBAREA C:	16 BUILDINGS (384 UNITS)
GUNITS:	4 BUILDINGS (16 UNITS)
HUNITS:	9 BUILDINGS (216 UNITS)
L-UNITS:	3 BUILDINGS (72 UNITS)
TOTAL PARKING:	703 SPACES
GARAGE:	14 SPACES (14 ADA)
HEAD-IN PARKING:	689 SPACES (18 ADA)
ADA:	22 SPACES
TOTAL GROSS DENSITY:	27.6 UNITS/ACRE
TOTAL OPEN SPACE:	125.47 ACRES (34.7%)
RESERVE "A":	423.2 ACRES (CITY PARK)
RESERVE "B":	40.8 ACRES
RESERVE "C":	40.5 ACRES
RESERVE "D":	40.6 ACRES
RESERVE "E":	40.7 ACRES
RESERVE "F":	40.3 ACRES
PROPOSED ZONING:	RM (RESIDENTIAL MEDIUM)
SCHOOL DISTRICT:	LICKING HEIGHTS LOCAL SCHOOL DISTRICT

**NOTES:**

NOTE "A": ALL OF SUMMIT CROSSING IS IN THE FLOOD HAZARD ZONE X AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBERS 3908C0407H, EFFECTIVE DATE, JUNE 2, 2007 AND 3908C0407H, EFFECTIVE DATE, MARCH 16, 2015.

NOTE "B": SIDEWALKS SHALL BE SHOWN AS HEREON.

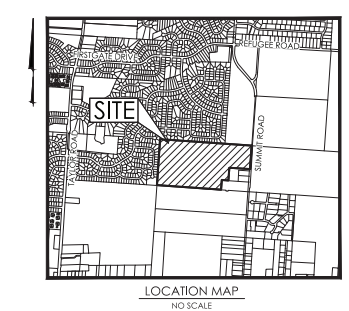
NOTE "C": RESERVE "A" SHALL BE DEED TO THE CITY OF REYNOLDSBURG FOR A PUBLIC PARK. RESERVES "B"-"F" OPEN SPACES / STORMWATER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE SUMMIT CROSSING HOMEOWNERS ASSOCIATION.

NOTE "D": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.

NOTE "E": PHASES DEPICTED ON THIS SHEET ARE SUBJECT TO CHANGE DUE TO MARKET CONDITIONS, FINAL ENGINEERING, AND AT THE DISCRETION OF THE DEVELOPER.

NOTE "F": PHASES DEPICTED ON THIS SHEET PERTAIN TO SUBAREAS "A" AND "B" ONLY.

* CBU LOCATIONS FOR SUBAREAS "A" AND "B" ONLY.

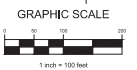


REVISIONS		M/I HOMES		CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO		LOCATED IN:		Date	Job No.
DATE	DESCRIPTION	4131 North Avenue, Suite 310 Columbus, Ohio 43219 Phone: (614) 374-4044		PRELIMINARY PLAT FOR SUMMIT CROSSING		LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20 REFUGEE LANDS TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO		SEPTEMBER 12, 2024	20240202
								Scale	Sheet
								AS NOTED	1/14





**NOTE:**  
THE WETLANDS, STREAMS, AND DRAINAGE FEATURES DEPICTED ON THIS SHEET ARE PRELIMINARY, AND HAVE NOT BEEN VERIFIED BY THE ARMY CORPS OF ENGINEERS NOR THE OHIO EPA



REVISIONS	
DATE	DESCRIPTION



CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO  
PRELIMINARY PLAT  
FOR  
**SUMMIT CROSSING**  
EXISTING CONDITIONS PLAN

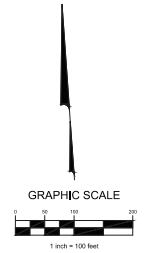
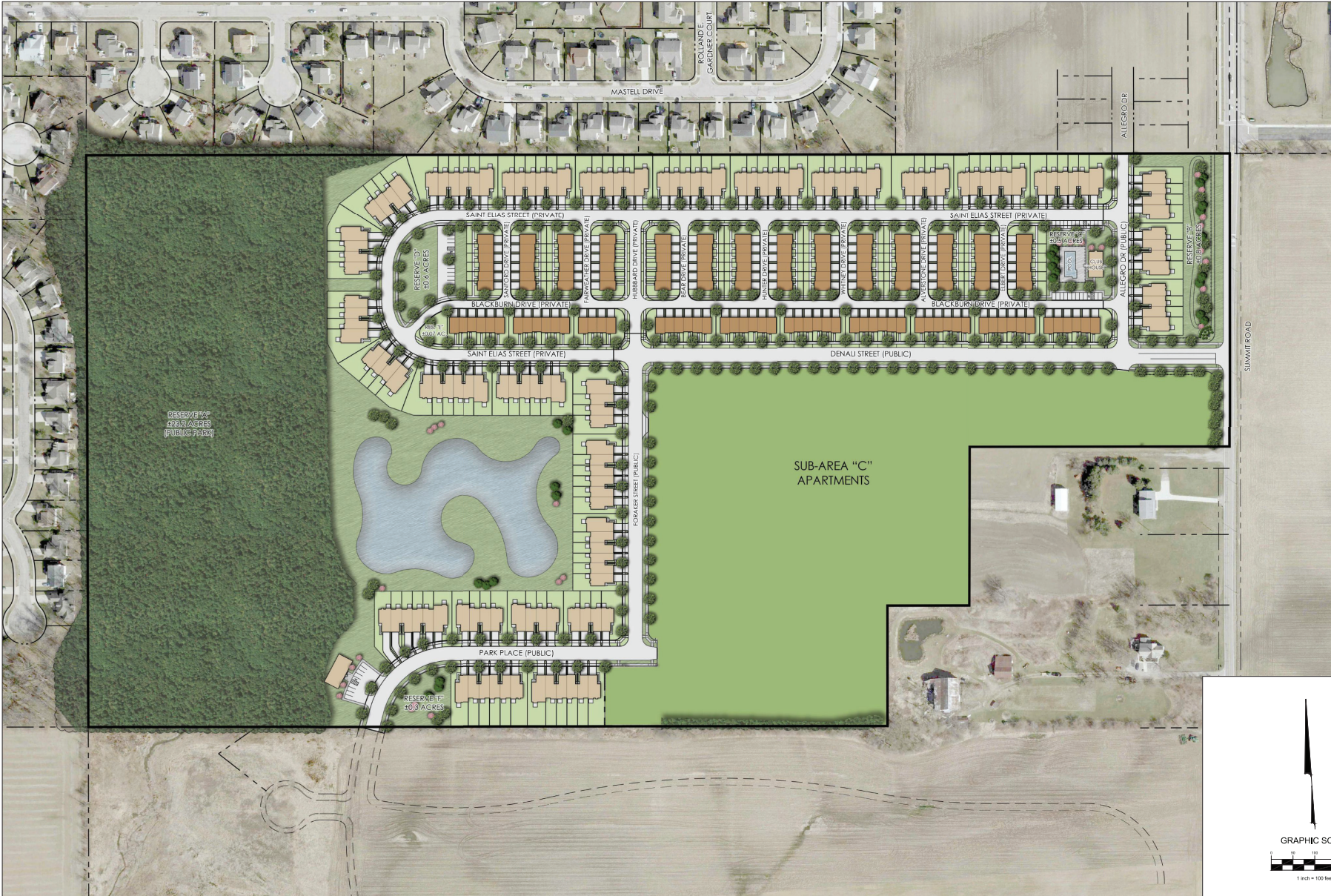
LOCATED IN:  
LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20  
REFUGEE LANDS  
TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO

Date	SEPTEMBER 12, 2024	Job No.	20240202
Scale	1"=100'	Sheet	2/14

PRELIMINARY PLAT FOR SUMMIT CROSSING



J:\2024\2027\Draw\Sheet\Illustrative Plan\14 - Illustrative Site Plan.dwg Last Saved By: rphans 9/11/2024 8:38 PM



REVISIONS	
DATE	DESCRIPTION



CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO  
PRELIMINARY PLAT  
FOR  
**SUMMIT CROSSING**  
ILLUSTRATIVE SITE PLAN

LOCATED IN:  
LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20  
REFUGEE LANDS  
TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO

Date	SEPTEMBER 12, 2024	Job No.	20240202
Scale	1"=100'	Sheet	14/14

PRELIMINARY PLAT FOR SUMMIT CROSSING

### MAP OF COMMERCIAL TIF

The following map depicts the location of the Commercial TIF within the City of Reynoldsburg:

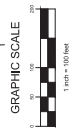








NOTE:  
THE WETLANDS, STREAMS, AND DRAINAGE FEATURES DEPICTED ON THIS SHEET ARE  
PRELIMINARY, AND HAVE NOT BEEN VERIFIED BY THE ARMY CORPS OF ENGINEERS NOR THE  
OHIO EPA.



REVISIONS		M/I HOMES 4131 North Avenue, Suite 310 Piquette, OH 45424	CITY OF REYNOLDSBURG, REYNOLDS COUNTY, OHIO FOR PRELIMINARY PLAT	LOCATED IN: LOT 12, SECTION 9, TOWNSHIP 16, RANGE 20 REFUGEE LANDS TOWNSHIP OF ETNA, COUNTY OF LICKING, STATE OF OHIO	DATE SEPTEMBER 12, 2024	JOB NO. 20240222
DATE	DESIGNED BY					
					Scale	Sheet
					1"=100'	2/14
PRELIMINARY PLAT FOR SUMMIT CROSSING						





REVISIONS		  <b>M/I HOMES</b>          4131 Vienna Avenue, Suite 100          Columbus, OH 43230-2919          Call Center: 1-877-842-9199	CITY OF CINCINNATI, HANCOCK COUNTY, OHIO          PRELIMINARY PLAN          FOR  <b>SUMMIT CROSSING</b>          ILLUSTRATIVE SITE PLAN	LOCATED IN:          LOT 12, SECTION 6, TOWNSHIP 16, RANGE 20          BERGEEGE LANDS          TOWNSHIP OF EINA, COUNTY OF LICKING, STATE OF OHIO	Date:          SEPTEMBER 12, 2024	Job No.:          20240202
DATE	DESCRIPTION					



## EXHIBIT B

### SEWER PUBLIC IMPROVEMENT DESCRIPTION AND BUDGET

The Sewer Public Improvements consist of the construction of approximately 5,400 linear feet of sanitary sewer main, connecting the Property to the City's sanitary sewer system. The approximate layout of the Sewer Public Improvements is included as an attachment to this Exhibit.

The current budget of the Sewer Public Improvements is as follows:

Baumann Easement	\$	700,000.00
Construction Costs	\$	2,752,556.00
Construction Contingency	\$	275,256.00
Inspection Costs	\$	250,122.00
Inspection Contingency	\$	52,659.00
State Fees	\$	<u>15,200.00</u>
Total	\$	4,045,793.00

# CITY OF REYNOLDSBURG, OHIO SANITARY SEWER IMPROVEMENTS FOR SUMMIT AREA SANITARY SEWER EXTENSION

## VERTICAL DATUM

The elevations shown are based on the North American Vertical Datum of 1988. Said datum is based on the mean sea level of the Gulf of Mexico at the mouth of the Mississippi River. The datum is based on the mean sea level of the Gulf of Mexico at the mouth of the Mississippi River. The datum is based on the mean sea level of the Gulf of Mexico at the mouth of the Mississippi River.

## BENCH MARKS

(NAD 1983)

- BM 7 Chained "X" on the south fringe of a fire hydrant located on the north side of Taylor Road, near the intersection of Taylor Road and Taylor Road. Elev. = 1107.92
- BM 12 Chained "X" on the northeast side of a metal traffic signal pole base located on the northeast corner of the intersection of Taylor Road and Taylor Road. Elev. = 989.58
- BM 13 Chained square on the concrete island of the southern entrance off of Taylor Road, near the intersection of Taylor Road and Taylor Road. Elev. = 989.58
- BM 14 Chained square on the northwest corner of a concrete light pole base located on the northwest corner of the intersection of Taylor Road and Taylor Road. Elev. = 982.11
- BM 15 Chained "X" on the northeast fringe of a fire hydrant located on the northeast corner of the intersection of Taylor Road and Taylor Road. Elev. = 988.18
- BM 16 Chained "X" on the south fringe of a fire hydrant located on the southwest corner of the intersection of Taylor Road and Montgomery Drive. Elev. = 1008.54
- BM 17 Chained "X" on the south fringe of a fire hydrant located on the southwest corner of the intersection of Taylor Road and Montgomery Drive. Elev. = 1010.10

## HORIZONTAL DATUM

The coordinates shown on this map are based on the Ohio State Plane Coordinate System, which is based on the North American Datum of 1983. The coordinates are based on the Ohio State Plane Coordinate System, which is based on the North American Datum of 1983. The coordinates are based on the Ohio State Plane Coordinate System, which is based on the North American Datum of 1983.

## HORIZONTAL CONTROL

POINT NUMBER	NORTHING	EASTING	DESCRIPTION
1	71410.34	1157.41	1157.41 W/40P
201	71404.32	1152.801	1152.801 W/40P
202	71404.32	1152.801	1152.801 W/40P
205	71405.31	1152.801	1152.801 W/40P
11443	71405.31	1152.801	1152.801 W/40P

## STANDARD CONSTRUCTION

### DRAWINGS

This Standard Construction Drawings listed on these plans are to be used.

City of Reynoldsburg

City of Reynoldsburg

City of Reynoldsburg

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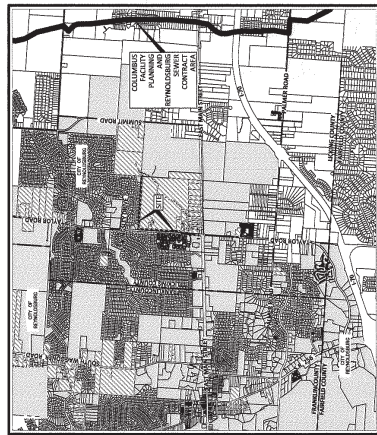
City of Reynoldsburg

City of Reynoldsburg

City of Reynoldsburg

City of Reynoldsburg

City of Reynoldsburg



SHEET TITLE	SHEET NO.
TITLE SHEET	1
GENERAL NOTES & LEGEND	2
CORONATE INLET, QUANTITIES & DETAILS	4
PLAN & PROFILE	5 - 9
MAINTENANCE OF TRAFFIC NOTES	10
TRAFFIC CONTROL, E-44	11
TRAFFIC CONTROL, E-44	12
TRAFFIC CONTROL, E-44	13
TRAFFIC CONTROL, E-44	14
TRAFFIC CONTROL, E-44	15

## CITY OF REYNOLDSBURG APPROVALS

City of Reynoldsburg, Ohio, has approved this plan and specification for the project and has authorized the Engineer to prepare the plans.

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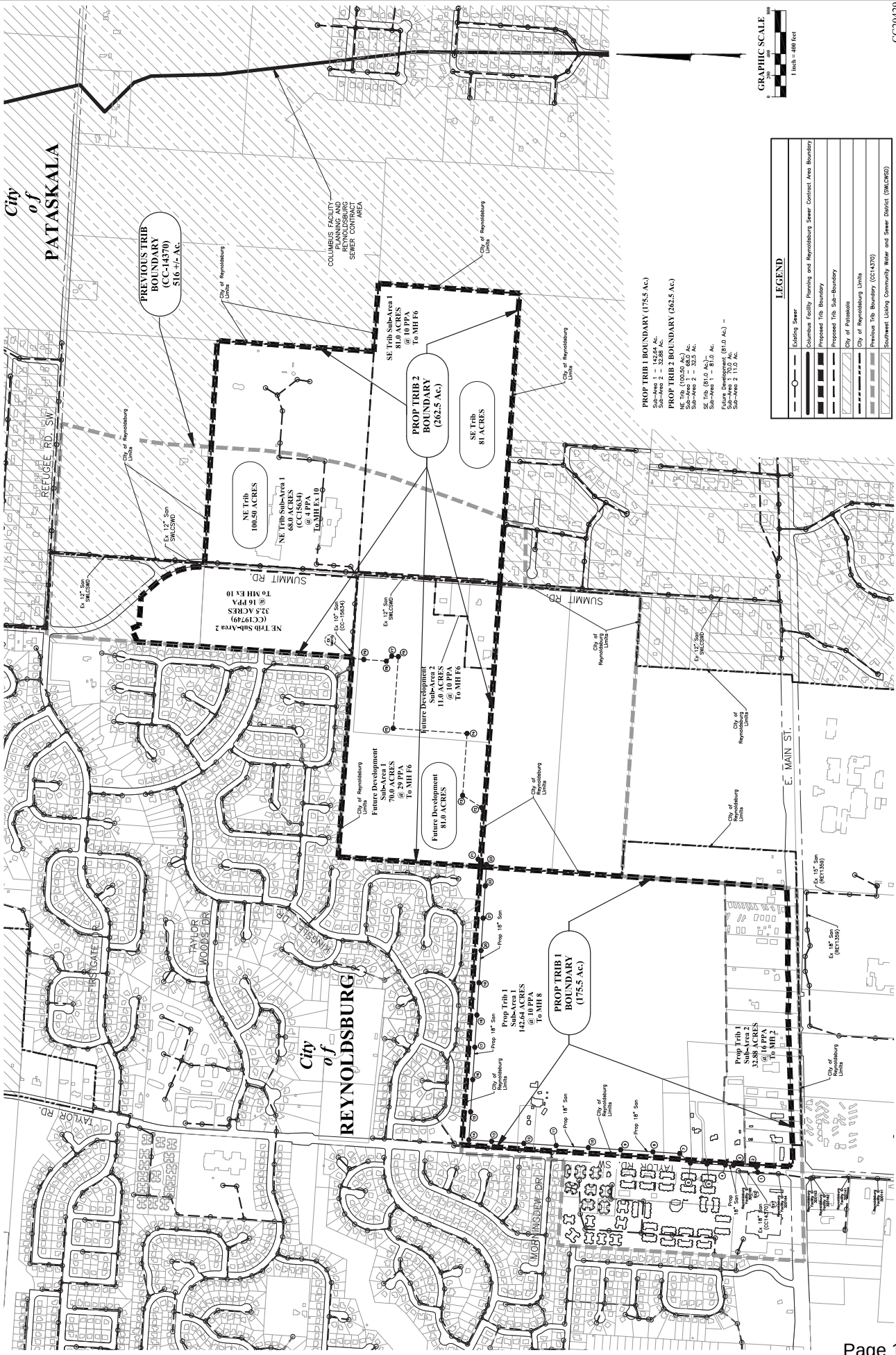
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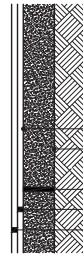






ESTIMATE OF QUANTITIES			
Spec	Item No.	Description	Quantity Units
COC	201	Clearing and Grubbing, As Per Plan	1 LS
COC	202	Curb and Gutter Removed	80 FT
COC	202	Pipe Removal (18" Diameter)	10 FT
COC	202	Walk Removal	150 SF
COC	202	Fence Removed for Reuse	200 FT
COC	202	Manhole Abandoned	1 EA
COC	204	Subgrade Compaction	455 SY
COC	253	Foreman Repair (Gravel Drive), Per City of Reynoldsburg STD DWG R-3	35 SY
COC	254	Foreman Paving, Asphalt Concrete, 11.5"	2,650 SY
COC	302*	Asphalt Concrete Base, 11.5"	102 CY
COC	304*	Asphalt Concrete Base, 11.5"	76 CY
COC	305	Portland Cement Concrete Base, Class COC 6, 11.5"	455 SY
COC	407	Non-Fracking Tack Coat (0.1 Gal / SY)	285 Gal
COC	441	Asphalt Concrete Interim Course, Type 2, (4.08) 11.5"	140 CY
COC	441	Asphalt Concrete Surface Course, Type 1, (4.08) 11.5"	99 CY
COC	604	Asphalt Concrete Surface Course, Type 1, (4.08) 11.5"	23 EA
COC	605	Asphalt Concrete Surface Course, Type 1, (4.08) 11.5"	120 SF
COC	609	Combination Grub and Center, per City of Reynoldsburg STD DWG R-5	80 FT
COC	614	Maintaining Traffic, As Per Plan	1 LS
COC	615*	Special Work Zone Traffic Signal	1 EA
COC	615*	Temporary Pavement	455 SY
COC	623	Connection Layout Stakes	1 LS
COC	632	Loop Detector Tie in	1 EA
COC	644	Center Line	0.25 MI
COC	644	Channelizing Line, 8"	1.67 FT
COC	644	Stop Line	22 FT
COC	644	Crosswalk Line, 12"	60 FT
COC	644	Line Arrow	1 EA
COC	644	Word on Pavement, 96"	1 EA
COC	653	Topsoil Fertilized and Placed, 11.5"	390 CY
COC	659	Seeding and Mulching	3,000 SY
COC	901	18" Sanitary Pipe, with Type 1 Bedding, with Item 911 Compacted Backfill	4,697 LF
COC	901	18" Sanitary Pipe, with Type 1 Bedding, with Item 912 Compacted Gravelly Material	729 LF
COC	901	18" Sanitary Sewer in Curb Pipe	75 LF
COC	909	Tunnel-Locked Liner for 18" Diameter Pipe Including Loading In	75 LF
COC	912C	Sedimentation and Erosion Control	1 LS
COC	912C	Decorating	1 LS

*Denotes Contingency Item



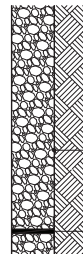
TAYLOR ROAD SW SECTION

Not To Scale

- Item 441 - Asphalt Concrete Surface Course, Type 1, (4.08) PG 64-22, 11.5"
- Item 441 - Asphalt Concrete Surface Course, Type 1, (4.08) PG 64-22, 11.5"
- Portland Cement Concrete Base, Class COC 6, 11.5"
- Item 407 - Non-Fracking Tack Coat (0.1 Gal / SY)
- Item 204 - Subgrade Compaction

Notes:  
1. Roadway section per City of Reynoldsburg STD DWG R-1, Arterial Streets

- The project quantities are based on a composite (asphalt/concrete) section per plan, however if the project is all asphalt or all concrete, the contingency items have been provided.

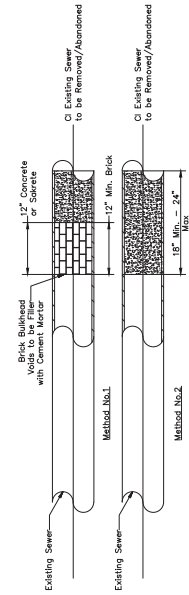


TYPE 3C GRAVEL DRIVEWAY SECTION

Not To Scale

- Item 203 - No. 57 Aggregate, 11.5"
- Item 204 - Subgrade Compaction

Notes:  
1. Driveway section per City of Reynoldsburg STD DWG R-3, Type 3C



BULKHEAD DETAIL

Not To Scale

- The cost to bulkhead the downstream pipe shall be determined in the project.
- Final locations shall be determined in the field.

STRUCTURE #	NORTHING - PLAN	EASTING - PLAN	NORTHING - AS BUILT	EASTING - AS BUILT
1	712006.9445	1892460.7572		
2	712020.0716	1892462.3940		
3	713134.6159	1892440.3542		
4	713209.5260	1892444.0584		
5	713279.2678	1892453.4219		
6	713534.0249	1892482.0962		
7	713584.2019	1892506.7378		
8	713883.5604	1892526.3453		
9	714182.9256	1892465.8512		
10	714482.2908	1892466.3571		
11	714781.6580	1892484.8630		
12	715081.0212	1892604.3089		
13	715380.3864	1892623.8748		
14	715631.8533	1892640.2598		
15	715932.2106	1892339.6370		
16	715932.2106	1892339.6370		
17	715932.2106	1892339.6370		
18	715932.2106	1892339.6370		
19	715932.2106	1892339.6370		
20	715932.2106	1892339.6370		
21	715932.2106	1892339.6370		
22	715932.2106	1892339.6370		
23	715932.2106	1892339.6370		

STRUCTURE COORDINATES

PROVIDE A MINIMUM OF 1" SPACING BETWEEN CASKING SPACERS PER PIPE SECTION.

PROVIDE ADDITIONAL CASKING SPACERS AT EACH END OF CASKING.

MOULDED SYNTHETIC RUBBER END SEAL (SEE ITEM 909.03)

CASKING PIPE 1" CASKING SPACERS PER PIPE SECTION (SEE ITEM 909.03)

MOULDED SYNTHETIC RUBBER END SEAL (SEE ITEM 909.03)

PIPE SIZE	MAX. MIN. O.D.	PIPE SIZES
8"	10.10"	18"
10"	12.10"	24"
12"	14.10"	30"
14"	16.10"	36"
16"	18.10"	42"
18"	20.10"	48"
20"	22.10"	54"
24"	26.10"	60"
30"	32.10"	66"
36"	38.10"	72"
42"	44.10"	78"
48"	50.10"	84"

① CASKING PIPE SIZE BASED ON TYPICAL WELL O.D. OF 18" MINIMUM. CASKING PIPE MUST BE MANUFACTURED AND INSTALLED TO MEET MINIMUM CONCRETE PIPE SIZE.

• NUMBER OF RUNNERS/SPACERS PER MANUFACTURER'S STANDARD.

RESIN

FASTENERS

UNDER

END SEAL

STAINLESS STEEL BAND

MOULDED SYNTHETIC RUBBER END SEAL

APPROVED BY: *Ray Anderson*  
City Engineer, Reynoldsburg, Ohio

STANDARD DIMENSIONS FOR CASKING PIPE, SPACERS, & END SEALS

CITY OF REYNOLDSBURG, OHIO  
CONSTRUCTION DRAWING  
NOV 2014  
WA-17

Flexible Sewer Pipe

Rigid Sewer Pipe

Existing Storm Sewer and All Water Mains

Storm Sewer and Water Main Bedding

See Note 3 Below

See Std. Dwg. AA-S145 for Bedding Requirements

See Std. Dwg. AA-S151 for Bell Hole Subgrade

Flexible Sewer Pipe		Rigid Sewer Pipe	
D	W	D	W
6	30	24	48
8	30	27	52
10	30	27	52
12	30	27	52
15	36	42	72
18	40	48	80
21	44	52	88
24	48	56	96
27	52	60	104
30	56	64	112

Notes:  
1. This detail is required at all sanitary sewer and water main crossings and sanitary sewer and existing storm sewer crossings. The detail is to be installed during the construction of the sanitary sewer and water main. It is to be installed to the satisfaction of the City Engineer. This detail is not to be used to mitigate crossings where there is less than 18" of vertical clearance from the existing storm sewer to the sanitary sewer. The detail is to be installed on storm/water main pipe crossing and measured along the sanitary mainline or service lateral. See profile and plan for stationing.  
2. The detail is to be installed on sanitary sewer, between existing storm and/or waterlines and Sanitary lines. In areas with less than 28" of vertical clearance, the detail shall be installed as per Manufacturer's recommendations.  
3. The detail is to be installed as per Manufacturer's recommendations.

# ANTI-INFILTRATION AND INFLOW BARRIER DETAIL

Not To Scale

EXHIBIT C

PRELIMINARY PLAT











**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** A Resolution Supporting the Ohio Municipal League's Challenge of AT&T's Tariff Application to the Public utilities Commission of Ohio

**APPROVALS:**

Joe Begeny  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION TO THE PUBLIC UTILITIES COMMISSION OF OHIO**

**WHEREAS**, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

**WHEREAS**, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

**WHEREAS**, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

**WHEREAS**, if AT&T's Tariff Application goes unchallenged and becomes automatically

effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

**WHEREAS**, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

**WHEREAS**, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

**SECTION ONE:** That Reynoldsburg City Council finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City of Reynoldsburg how our City manages and administers its public rights-of-way.

**SECTION TWO:** That this Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, and legislative efforts.

**SECTION THREE:** That Reynoldsburg City Council has been advised by the Ohio Municipal League that future financial and/or other support from the City of Reynoldsburg may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City of Reynoldsburg may take under consideration the specific amount or form of such financial and/or other support from the at a subsequent meeting.

**SECTION FOUR.** This Resolution shall be effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program**

**WHEREAS**, this project is to develop a PMI Program; and

**WHEREAS**, this program will evaluate the City's roughly one hundred forty centerline miles of roadways, and this data will be utilized for future maintenance, rehabilitation as well as reconstruction plans, and budgetary purposes; and

**WHEREAS**, the total cost for this program is \$54,000 as outlined in the attached proposal, and was included as part of the Public Service Departments 2025 General Engineering Budget.

**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 \$54,000.00 for the development of a PMI Program.

**SECTION 2.** That \$47,909.00 be appropriated from the unappropriated account 110.448.5331 General Engineering.



**SECTION 3.** That wherefore upon adoption by Council, this Resolution shall be in effect immediately upon the approval of Council and the signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

December 9, 2024

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

Subject:

Dear Mr. Dorman,

EMH&T is pleased to submit this proposal for professional services for the preparation of city-wide pavement condition ratings and recommended pavement plan. It is our understanding that the City of Reynoldsburg intends to develop a pavement management system/database for the City's 140 centerline miles of roadways. The City will use this data to develop future pavement maintenance, rehabilitation, and reconstruction projects using objective ratings. The findings of this analysis will be used to prioritize improvements for the City's annual street program. EMH&T has coordinated with Pavement Management Group (PMG) to assist in the data collection for the pavement condition assessments.

### **Scope of Services**

#### **Pavement Inventory and Condition Assessment**

1. EMH&T will coordinate a kickoff meeting with the City to confirm scope, schedule, and deliverables.
2. We will prepare city wide pavement network inventory for evaluating pavement condition. We will utilize GIS information provided by the City.
3. We will perform video capture of the entire city-wide pavement network. This will be in the form of a single vehicle. The City will be notified before the field work commences.
4. PMG will use their modeling software to evaluate the pavement and identify the Pavement Condition Index (PCI). We will provide the final Pavement Inventory and Condition Data.

#### **Data Analysis and Report**

1. We will analyze the data collected and prepare a report. The data will be organized by street and evaluated by pavement condition to effectively identify potential improvement projects.
2. The report will include a project overview of what was completed, summary of findings with the data, and recommendations for the City's future paving programs. It is anticipated the report will include the following sections:
  - a. Introduction and overview of data collection and analysis methodology
  - b. Summary of findings and PCI ratings
  - c. Development of a 5-year paving CIP that will establish projects for resurfacing, surface treatments, and reconstruction based on PCI ratings
  - d. Recommendations, exhibits and cost estimates
3. We will coordinate a review meeting to present the final report and other deliverables.

### **Deliverable**

- Pavement Inventory and Condition Data (PMG)
  - Excel Spreadsheet Format
  - GIS Shapefile Format

- Google Earth Accessible Format
- Final Report - including but not limited to the following:
  - Project Overview
  - Summary of Findings
    - Pavement Condition Ratings
    - Pavement Defects
    - Pavement Treatment Characterization
  - Recommendations
    - Pavement Treatment Recommendations
    - Capital Improvement Projects
    - Project Priority and Implementation Schedule

### **Fee**

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall be hourly, not to exceed the amount shown in the Fee Summary table below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

### **EMH&T SERVICES FEE SUMMARY**

Description of Design Service/Task	Fee
1. Pavement Inventory and Condition Assessment	\$34,000.00
2. Data Analysis and Report	\$20,000.00
<b>TOTAL FEE</b>	<b>\$54,000.00</b>

### **Clarifications and Exclusions**

The following general items are not included as a part of this proposal:

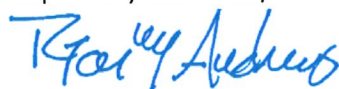
- Traffic study, traffic counts or intersection capacity analysis, signal warrants or turn lane sizing
- Services related to zoning and zoning changes/variances
- Public roadway/utility design, bidding, and/or construction services

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the owner.

The receipt of a signed copy of this proposal will constitute authorization to begin work. If this proposal is not accepted and executed within ninety (90) days, EMH&T reserves the right to adjust the fee or withdraw the offer to perform the described services. Further, if the services are suspended for more than ninety (90) days, EMH&T shall be entitled to an equitable adjustment in the service fee and/or schedule.

If this description and estimated fee meet with your approval, please authorize with your signature below. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

cc: Joseph Begeny, Mayor

**Acceptance and Authorization to Proceed:**

---

Authorized Signature/Date

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PO Number/Date

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Print Name



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** Selection of Chair

**APPROVALS:**

Joe Begeny  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

President Strickland has recommended Stacie Johnson to serve as Chair of the Finance and Administrative Committee.

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**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** Selection of Vice Chair

**APPROVALS:**

Joe Begeny  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** A Resolution Authorizing the Mayor to Enter Into A Contract With Baker Tilly For TIF Consulting Services

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BAKER TILLY FOR TIF CONSULTING SERVICES**

WHEREAS, the City of Reynoldsburg has created multiple Tax Increment Financing (TIF) Areas and Districts; and

WHEREAS, the Mayor and the Development Director have determined the need for annual TIF revenue forecasting;

WHEREAS, the cost of the TIF Consulting work is not to exceed \$50,000 and was included in the 2025 budget.

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

SECTION 1. That the Mayor be and hereby authorized to enter into a contract with Baker Tilly in an amount not to exceed \$50,000 for the TIF Consulting work.

SECTION 2. That these funds are included in the 2025 budget.

SECTION 3. Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with Pros Consulting for the 2025 Parks and Recreation Master Plan

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

The City of Reynoldsburg Parks and Recreation Department has received several Requests for Proposals (RFPs) for the Parks and Recreation Master Plan and additional options. The selection committee has thoroughly reviewed and evaluated the submitted proposals and has determined that the most suitable bid for the project is from Pros Consulting, with a total amount not to exceed \$125,000.00. The funds have already been allocated within the 2025 Parks and Recreation Budget.

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**A Resolution Authorizing the Mayor to Enter into a Contract with Pro Consulting for the Parks and Recreation Department Master Plan**

Whereas, the Parks and Recreation Department is requesting that Council authorize the Mayor to enter into a contract with Pro Consulting for a Parks and Recreation Department Master Plan in the amount not to exceed \$125,000; and

Whereas, the selection committee has thoroughly reviewed and evaluated the submitted proposals and has determined that the most suitable bid for the project is from Pros Consulting

Whereas, this Master Plan is a requirement of the accreditation process of the Commission for Accreditation of Parks and Recreation Agencies (CAPRA); and

Whereas, the City is seeking to gain accreditation of the Parks and Recreation Department to

demonstrate that the department meets national standards of best practices and helps to secure external financial support reducing costs for the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg of the state of Ohio and Franklin, Licking, and Fairfield Counties that:

SECTION 1. The Mayor is hereby authorized to enter into a contract with Pro Consulting for the Parks and Recreation Department Master Plan in an amount not to exceed \$125,000.

SECTION 2. That the funds for this project were included in the 2025 Budget.

SECTION 3. That this Resolution shall take effect and be in force following the signature of the Mayor.





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** A Resolution Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Reynoldsburg Police Department

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

FA1731      Handheld Thermal Imager      The item is non-operational and will be destroyed.

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**A RESOLUTION AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE REYNOLDSBURG POLICE DEPARTMENT**

WHEREAS, the City of Reynoldsburg Police Department is requesting the disposal of a handheld thermal imager; and

WHEREAS, this item no longer works and will be destroyed.

NOW, THEREFORE, 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 item from the City's fixed asset list:

<u>Tag #</u>	<u>Description of Item</u>
FA1731	Handheld Thermal Imager

SECTION 2. That upon adoption by Council, this Resolution shall be in effect immediately following the signature of the Mayor.





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** A Resolution Supporting the Ohio Municipal League's Challenge of AT&T's Tariff Application to the Public utilities Commission of Ohio

**APPROVALS:**

Joe Begeny  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**A RESOLUTION SUPPORTING THE OHIO MUNICIPAL LEAGUE'S CHALLENGE OF AT&T'S TARIFF APPLICATION TO THE PUBLIC UTILITIES COMMISSION OF OHIO**

**WHEREAS**, on December 18, 2024, the Ohio Bell Telephone Company dba AT&T Ohio ("AT&T") filed a Telecommunications Form related to a change in its tariff for "Construction Charges, Relocation of Facilities" with the Public Utilities Commission of Ohio (the "PUCO") in PUCO Case Nos. 24-1123-TP-ATA and 90-5032-TP-TRF (collectively referred to as "AT&T's Tariff Application"); and

**WHEREAS**, AT&T's Tariff Application proposes tariff changes which will require any municipalities in which AT&T is located in the municipality's public right-of-way to pay the full cost of any relocation or undergrounding of AT&T's facilities, regardless of the reason for the relocation. This is in direct contradiction of current Ohio law; and

**WHEREAS**, AT&T's Tariff Application is subject to a thirty-day auto approval process, meaning that if the PUCO does not rule on the application, then the application is automatically approved, and the tariff change becomes effective on the thirty-first day after the filing of the application; and

**WHEREAS**, if AT&T's Tariff Application goes unchallenged and becomes automatically

effective, municipalities throughout Ohio (and, subsequently, constituents who may or may not be AT&T customers) would be required to pay for any relocation of AT&T facilities in the public rights-of-way, even if the relocation or undergrounding is required for health, safety, or public welfare purposes; and

**WHEREAS**, any challenges to AT&T's application must be filed prior to the January 17, 2025, to allow the PUCO to pause the automatic approval process, allow challengers to be heard through an evidentiary hearing, and consider legal arguments. To challenge AT&T's Tariff Application, an interested stakeholder must file a motion to intervene with the PUCO showing that it has a real and substantial interest in AT&T's Tariff Application and the intervener is so situated that the disposition of the proceeding may, as a practical matter, impair or impede its ability to protect that interest; and

**WHEREAS**, the Ohio Municipal League has engaged counsel to challenge AT&T's Tariff Application.

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

**SECTION ONE:** That Reynoldsburg City Council finds that AT&T's Tariff Application directly changes and significantly impacts, to detriment to the City of Reynoldsburg how our City manages and administers its public rights-of-way.

**SECTION TWO:** That this Council hereby authorizes and agrees to participate in and to intervene in the proceeding at the PUCO in order to challenge AT&T's Tariff Application and any subsequent and/or necessary legal, administrative, and legislative efforts.

**SECTION THREE:** That Reynoldsburg City Council has been advised by the Ohio Municipal League that future financial and/or other support from the City of Reynoldsburg may be necessary to the success of a challenge to AT&T's Tariff Application and any related legal, administrative, or legislative efforts. The City of Reynoldsburg may take under consideration the specific amount or form of such financial and/or other support from the at a subsequent meeting.

**SECTION FOUR.** This Resolution shall be effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**A Resolution Authorizing the Mayor to Enter into a Contract with EMH&T for Implementation of a Pavement Management Index (PMI) Program**

**WHEREAS**, this project is to develop a PMI Program; and

**WHEREAS**, this program will evaluate the City's roughly one hundred forty centerline miles of roadways, and this data will be utilized for future maintenance, rehabilitation as well as reconstruction plans, and budgetary purposes; and

**WHEREAS**, the total cost for this program is \$54,000 as outlined in the attached proposal, and was included as part of the Public Service Departments 2025 General Engineering Budget.

**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 \$54,000.00 for the development of a PMI Program.

**SECTION 2.** That \$47,909.00 be appropriated from the unappropriated account 110.448.5331 General Engineering.

**SECTION 3.** That wherefore upon adoption by Council, this Resolution shall be in effect immediately upon the approval of Council and the signature by the Mayor.





**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

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**DATE:** January 13, 2025

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DLZ FOR THE CONSTRUCTION INSPECTION SERVICES FOR THE SUMMIT AREA SANITARY EXPANSION PROJECT, **AND DECLARING AN EMERGENCY****

**WHEREAS**, Council is hereby authorizing the Mayor to enter into a contract with DLZ for construction inspection services for the Summit Area Sanitary Sewer Expansion Project.

**WHEREAS**, these Construction Inspection Services will be paid by the City and reimbursed by MI Homes of Central Ohio as described in the attached agreement.

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

**SECTION 1.** That the Mayor is hereby authorized to enter into a contract with DLZ for construction inspection services for the Summit Area Sanitary Sewer Expansion Project for the amount of \$250,122.

**SECTION 2.** That an amount of \$250,122 be unappropriated from the General Fund (110) and

appropriated to Wastewater/Sewer Fund (720) Summit Area Sanitary Sewer Project to account number 720.000.0200.5622 Sewer Lines.

**SECTION 3.** 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 to meet necessary timelines for project construction. This Ordinance shall take effect immediately upon approval of Council and the signature of the Mayor.



**STAFF REPORT  
REYNOLDSBURG CITY COUNCIL**

---

**DATE:** January 13, 2025

**RE:** An Ordinance Authorizing the Mayor to Enter into a Contract with Elite Excavating for Construction Pertaining to the Summit Area Sanitary Sewer Expansion Project and Appropriating Funds, **and Declaring an Emergency**

**APPROVALS:**

Joe Begeny  
Stephen Cicak  
Chris Shook  
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

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**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ELITE EXCAVATING FOR THE CONSTRUCTION OF THE SUMMIT AREA SANITARY EXPANSION PROJECT, **AND DECLARING AN EMERGENCY****

**WHEREAS**, City Council is hereby authorizing the Mayor to enter into a contract with Elite Excavating for construction services for the Summit Area Sanitary Sewer Expansion Project in the amount of \$2,752,556; and

**WHEREAS**, the City Engineer has determined that Elite Excavating is capable of performing such work; and

**WHEREAS**, the total construction cost (not including inspection services) for this project is \$2,752,556, of which, \$1,323,050 is being funded by a grant from the Ohio Department of Wastewater Infrastructure Program; and

**WHEREAS**, the remaining construction cost of \$1,429,506 and all authorized contingency costs, will be paid by the City and reimbursed by MI Homes of Central Ohio as described in the attached agreement.

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

**SECTION 1.** That the Mayor is hereby authorized to enter into a contract with Elite Excavating to construct the Summit Area Sanitary Sewer Expansion Project for the amount of \$2,752,556.

**SECTION 2.** That a contingency amount of \$275,255.60 necessary, and related project Change Orders to complete said project is also approved.

**SECTION 3.** That an amount \$3,027,811.60 be unappropriated from the General Fund (110) and appropriated to Wastewater/Sewer Fund (720) Summit Area Sanitary Sewer Project to account number 720.000.0200.5622 Sewer Lines, establish a separate fund per the grant language, and reimburse the General Fund (110) for all project expenses.

**SECTION 4.** 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 to meet necessary timelines for project construction. This Ordinance shall take effect immediately upon approval of Council and the signature of the Mayor.