



Shanette Strickland, President
Julie Towns, 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, September 8, 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 July 28, 2025

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. Presentation by Franklin Davis on Climate Change

7. PROCLAMATIONS

- a. A Proclamation to Recognize Hope for the National Suicide Prevention Day and Action Month (NSPAMP)

8. COMMUNICATIONS

- a. July Treasury Board Meeting Minutes
- b. August Treasury Board Meeting Minutes

9. REPORTS

- a. Clerk of Court Report July 2025
- b. There is no Development, Parks & Recreation Committee meeting this evening.

c. Public Safety, Law & Courts Committee

1. An Ordinance Adopting and Enacting a New Code for the City of Reynoldsburg, Ohio; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance Shall Become Effective, and Declaring an Emergency

d. Public Service & Transportation Committee

1. An Ordinance Authorizing the Mayor to Enter into a Project Grant/Loan Agreement with the State of Ohio Through the Ohio Public Works Commission (OPWC) for the Summit Road Reconstruction Project (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds Therefor, and Declaring an Emergency
2. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Support Services Relating to Waggoner Road Phase 1 and 2 and Appropriating Funds Therefor
3. An Ordinance Authorizing the Appropriation of Funds Pertaining to the City's 2025 Street Improvement Project - Part II, and Declaring an Emergency
4. An Ordinance Authorizing the Mayor to Accept the Sheetz Project and Associated Public Infrastructure Improvements
5. A Resolution Authorizing the Mayor to Accept a BWC Grant for Portable Traffic Signals for the Water and Wastewater Departments

e. Finance & Administration Committee

1. A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor
2. A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor
3. A Resolution to Repeal and Replace Resolution No. 2025-35 Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor

10. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Accept a BWC Grant for Portable Traffic Signals for the Water and Wastewater Departments
- b. A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor
- c. A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor

- d. A Resolution to Repeal and Replace Resolution No. 2025-35 Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor

11. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Adopting and Enacting a New Code for the City of Reynoldsburg, Ohio; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance Shall Become Effective, and Declaring an Emergency

12. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Authorizing the Mayor to Enter into a Project Grant/Loan Agreement with the State of Ohio Through the Ohio Public Works Commission (OPWC) for the Summit Road Reconstruction Project (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds Therefor, and Declaring an Emergency
- b. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Support Services Relating to Waggoner Road Phase 1 and 2 and Appropriating Funds Therefor
- c. An Ordinance Authorizing the Appropriation of Funds Pertaining to the City's 2025 Street Improvement Project - Part II, and Declaring an Emergency
- d. An Ordinance Authorizing the Mayor to Accept the Sheetz Project and Associated Public Infrastructure Improvements

13. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department

14. OTHER COUNCIL MATTERS

15. UPCOMING MEETINGS

- a. September 18, 2025 Planning & Zoning Board
September 25, 2025 Council
October 2, 2025 Planning & Zoning Board
October 13, 2025 Council
October 16, 2025 Planning & Zoning Board
October 28, 2025 Council

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
July 28, 2025**

CALL TO ORDER

Council President Shanette Strickland called the meeting to order at 6:30 PM.

INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes July 14, 2025

The regular meeting minutes of July 14, 2025, were approved as submitted.

COMMUNITY COMMENTS

Community Comments

**Dereck Richardson
1709 Forest Street**

Mr. Richardson explained that he loves the City of Reynoldsburg very much and enjoys coming to different events and activities here, like the Tomato Festival. He stated that he was hosting an NFL Takeover in Reynoldsburg at Blacklick Woods on August 9th, 2025. He would like to invite City officials to attend the event if they were NFL fans and represent their teams. He stated that there would be music, fun, and dancing. He hoped that they would be able to attend this event.

Council Comments

Councilmember Pyakurel congratulated Craig and Leslie for participating in a senior marathon in Iowa. Leslie came in fourth-place, just 11 seconds shy of being the third-place finisher. He just wanted to congratulate them both and note that they represent

Reynoldsburg throughout the country. He thanked them for their dedication to the City of Reynoldsburg.

Mayoral Comments

Mayor Begeny reminded everyone that the Tomato Festival will be August 7-9 at Huber Park. He stated that staff had been working very hard in preparation for this event and hoped to see everyone there.

PUBLIC HEARING

Public Hearing to Accept Comments Regarding Improvements to the State Route 256 Five-Way Intersection

President Strickland announced a Public Hearing to accept public comments regarding seeking a grant for improvements to the State Route 256 five-way intersection.

Mitchell Yake stated that he was with EMH&T and served as the City's engineer for this project. He explained that the City was applying for OPWC funds for this project as it was a public infrastructure project. He stated that the City decided to take on this project because of issues involving safety, traffic capacity, traffic signal changes, and increasing pedestrian safety. The plan included additional turn lanes and improved sidewalks in the area. He stated that the City of Reynoldsburg has previously done well with OPWC grant applications in the past, so they were hopeful for this project.

Councilmember Baker thanked EMH&T and the Mayor for this grant application and taking on this project. He stated that he looked forward to improving the lines and lane configuration of the intersection and adding additional resources for hearing-impaired individuals who may be walking through the area.

Clerk Prasher stated that EMH&T also provided a form to solicit public comment, and they requested comments or questions pertaining to this project be submitted to EMH&T by August 25th.

President Strickland stated that as there were no additional comments, the Public Hearing was closed.

COMMUNICATIONS

Update on Parks/Service Building Construction

Director Dorman stated that late last year, 2024, they began construction on this building when the City awarded the contract to Pepper Construction. They have been on site working since January of this year. There have been some weather issues related to rain, but we have been able to remain mostly on schedule. He explained that the previous building is still on site and will remain there until the new service building is completed enough for them to begin moving over. They estimate that this will begin in early spring 2026. Once they are completely in the new building, that is when they will be able to begin removing the old building.

Director Dorman stated that the total amount for this contract was \$30,698,752 and of that they are about 30% complete, so they have issued about \$9 million to the contractor to date. They have had about \$400,000 in change orders and Council authorized \$2.4 million in contingencies, which is what they pay change orders out of so they are well under the contingency amount; their goal is to hopefully stay below \$1 million. He stated that the amount they pay the contractors is typically a set amount unless there are some deducts, which are finding cheaper options to complete something.

President Strickland thanked Director Dorman for all of this information and asked how many change requests they have submitted so far. Director Dorman stated that in projects like this, there are change directives and change requests. Change directives are typically verbal agreements with a dollar amount where the City would agree with the contractor that they need to remedy this situation and that is the amount of money they feel comfortable paying. Then, once it is completed, they issue a change order which would finalize the agreement and actually pay them. At this point, they have had 10 change orders and 5 more change directives that have not yet been completed. President Strickland asked if, at this point, they are confident they will stay on budget. Director Dorman stated that he believes there is no reason this project should not be completed within the set budget, and they are hoping to come back with money left over.

Councilmember Pyakurel asked besides the natural issues with the weather, do they see any challenges they may face in completing this project. Director Dorman stated that the biggest unforeseen issue they have faced so far was subsurface materials that needed to be removed, but they have already been able to remedy that issue. There was some concern about tariffs, but they were able to order and receive the steel before anything changed.

MOTIONS

A Motion to Recess the Reynoldsburg City Council for the Month of August

President Strickland stated this motion was an annual housekeeping item to approve Council's August recess.

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

A Motion Authorizing the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2025. Should the Chief Indicate 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.

President Strickland stated this motion was another housekeeping item to handle any liquor permit request during Council's August recess.

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

REPORTS

There is no Development, Parks & Recreation Committee meeting.

Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for July 28, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Johnson, and President Strickland.

A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

Deputy Chief Binder explained that this request was for the renewal of a PD copier with Modern Office Methods. The existing lease had expired. The new 60-month lease for a new copier was already in place with the cost of the lease being \$50 less than the previous copier.

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

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for July 28, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Pyakurel, and President Strickland.

A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

Director Dorman explained that this request was to authorize the City to apply for an OPWC grant for a project to improve the five-way intersection at SR 256 and Livingston Avenue.

President Strickland asked when the City would hear back about approval of the grant. Director Dorman stated that the decision regarding these OPWC grants were anticipated in December 2025.

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

There is no Finance & Administration Committee meeting.

RESOLUTIONS - CONSENT AGENDA

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

A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

CONSENT AGENDA FOR EMERGENCY ADOPTION

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept Funding for a Food Waste Drop-Off Expansion Program Grant, Appropriate Funds Therefor, and Declaring an Emergency

An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency

CONSENT AGENDA FOR SECOND READING

An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department

CONSENT AGENDA FOR THIRD READING

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

An Ordinance Appropriating from Sponsorships from the Unappropriated General Fund to an Account in the Parks and Recreation Department

An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with The Residence at Eastwood (Wilcox Development) Private Development Project

OTHER COUNCIL MATTERS

Councilmember Baker thanked RPD and gave a shout-out to students and teachers as school was about to resume.

UPCOMING MEETINGS



City Council is in recess for the month of August
August 7, 2025 Planning & Zoning
August 7 - 9, 2025 Tomato Festival
August 21, 2025 Planning & Zoning

ADJOURNMENT

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

Shanette Strickland, Council President

Mollie Prasher, Clerk of Council



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Proclamation to Recognize Hope for the National Suicide Prevention Day and Action Month (NSPAMP)

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A PROCLAMATION TO RECOGNIZE HOPE FOR THE NATIONAL SUICIDE PREVENTION DAY AND ACTION MONTH (NSPAMP)

Whereas, the month of September is recognized as Suicide Awareness Month and was created to raise the visibility of mental health and proactive suicide prevention resources in our community; and

Whereas, Reynoldsburg City Council wants to start the conversation, destigmatize, and help connect people contemplating suicide with the appropriate support services; and

Whereas, according to the American Foundation for Suicide Prevention (AFSP), suicide is the second leading cause of death among individuals between the ages of ten and thirty-four with more than 48,000 people dying by suicide annually in the United States; and

Whereas, according to Hope for the Day (HFTD), an average of 132 suicides are completed daily and each one directly impacts 100 additional people including friends, service workers, family, social media connections, and neighbors. We can safely assume most everyone has been impacted by suicide; and

Whereas, the City of Reynoldsburg publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

Whereas, global organizations like Hope for the Day and our local mental health partner Central Ohio Suicide Prevention serve on the front lines of a war that many refuse to discuss due to the stigma; and

Whereas, the City of Reynoldsburg encourages all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG that Council does hereby recognize September as National Suicide Prevention & Action Month and hopes to raise awareness of suicide prevention measures within our community.

PASSED this 8th day of September, 2025.

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

July 15, 2025

Chairman Begeny called the July meeting of the Treasury Investment Board (T.I.B.), to order at 10:01 a.m. Members present were, Mayor Joe Begeny, City Auditor Stephen Cicak, and City Attorney Chris Shook.

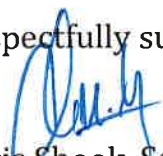
The Auditor presented:

- 1) U.S. Bank Custodial account for June 2025
- 2) Meeder Public Funds Operating Account Statement June 2025
- 3) State Treasurer Asset Reserves of Ohio- Star Ohio June 2025
- 4) Star Ohio Summary Account Statement as of 7/1/25

The next meeting of the T.I.B. will be Tuesday, August 19, 2025 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:06 a.m.

Respectfully submitted,



Chris Shook, Secretary

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

August 19, 2025

Chairman Begeny called the August meeting of the Treasury Investment Board (T.I.B.), to order at 10:01 a.m. Members present were, Mayor Joe Begeny, City Auditor Stephen Cicak, and City Attorney Chris Shook.

The Auditor presented:

- 1) Meeder Investment Report dated 7/31/25
- 2) U.S. Bank report through 7/31/25
- 3) Star Ohio Summary Account Statement dated 8/1/25 (combined docs.)

See Investment Portfolio Summary dated 7/31/25

The next meeting of the T.I.B. will be Tuesday, September 16, 2025 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:08 a.m.

Respectfully submitted,

Chris Shook, Secretary



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: Clerk of Court Report July 2025

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

I am submitting monies collected from the courts held on 7/3, 7/10, 7/17, 7/24 and 7/31/25. 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)	\$ 9,635.00
Court Costs & Misc. Costs Assessed (#110.4510)	\$ 13,491.00	
Sub-Total (To General Revenue Fund)		\$ 23,126.00
Computerization Needs Fund	(#211.4510)	\$ 2,199.00
Enforcement & Education Fund (Misc. Costs)	(#293.4616)	\$ 0.00
Sub-Total		\$ 2,199.00
Total Amount Submitted		\$ 25,325.00

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Adopting and Enacting a New Code for the City of Reynoldsburg, Ohio; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance Shall Become Effective, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

in order to adopt the updated City Code

STAFF REPORT:

**AN ORDINANCE ADOPTING AND
ENACTING A NEW CODE FOR THE CITY OF
REYNOLDSBURG, OHIO; PROVIDING FOR
THE REPEAL OF CERTAIN ORDINANCES
NOT INCLUDED THEREIN; PROVIDING A
PENALTY FOR THE VIOLATION THEREOF;
PROVIDING FOR THE MANNER OF**

AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE, AND DECLARING AN EMERGENCY

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

Section 1. The Code entitled "Code of Ordinances of the City of Reynoldsburg, Ohio," published by CivicPlus, LLC, consisting of parts 1 through 17, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before December 16, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be guilty of a minor misdemeanor. Except as otherwise provided: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after December 16, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance is deemed to be an emergency measure necessary for the financial needs and health of the City in order to adopt the updated Code; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Project Grant/Loan Agreement with the State of Ohio Through the Ohio Through the Ohio Public Works Commission (OPWC) for the Summit Road Reconstruction Project (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

to meet contract deadlines so the project can move forward

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO THROUGH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE SUMMIT ROAD RECONSTRUCTION PROJECT (LIMITS OF PRIOR IMPROVEMENTS SOUTH OF SUMMIT HIGH SCHOOL TO EAST MAIN STREET WITH A NEW RIGHT TURN LANE REQUIRED PER THE APPROVED MAYOR SITE PLAN), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Whereas, on July 24, 2025, this Council passed Resolution No. 2023-44 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission (OPWC) grant program to fund capital infrastructure improvements for the Summit Road Reconstruction (Mueller Drive to East Main Street) Project; and

Whereas, EMH&T will provide engineering design services for this project which will address current safety concerns for vehicular and pedestrian traffic along the corridor, including storm sewer improvements, the addition of concrete curbs and gutters, lighting, a separate leisure path and/or sidewalk system, and a signalized intersection at Summit Road and East Main

Street; and

Whereas, the City applied and was awarded funding (Grant/Loan) from the OPWC to help offset future construction costs; and

Whereas, the total estimated cost for the Summit Road Reconstruction Project is \$6,510,970.00, of which \$4,000,000.00 will be funded (Grant of \$1,600,000.00 and Loan of \$2,400,000.00) by the OPWC.

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

Section 1. Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement (Agreement) is entered into between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (Director or the OPWC), and the City of Reynoldsburg (Recipient), in respect of the Project named Summit Road Reconstruction.

Section 2. As described in Appendix A of the attached Agreement (Project), the OPWC will provide 61.4% of the total Project cost (Participation Percentage), not to exceed \$4,000,000.00 for the sole and express purpose of financing or reimbursing the costs of the Project.

Section 3. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio Public Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

Section 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to meet contract deadlines and complete the project on schedule. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement (“Agreement”) is entered into on

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“Director” or the “OPWC”), and

(“Recipient”), in respect of the Project named

as described in Appendix A of this Agreement (“Project”) to provide % of the total Project cost (“Participation Percentage”), not to exceed \$

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID:

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS AND GENERAL PROVISIONS.** The following words and terms as used in this Agreement shall have the following meanings.

“Bond Counsel” means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

“Business Day” means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

“Capital Improvement Project” means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

“Chief Executive Officer” means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

“Chief Fiscal Officer” means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

“Repayment Amount” means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a governmental unit, as used in Code Sections 141 and 148.

“Utility” means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE - GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed (\$). Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. FINANCIAL ASSISTANCE – LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed (\$), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

- C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.
- D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.
- E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.
- F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.
- G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.
- H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:
 - 1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
 - 2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- I. The Recipient agrees that each of the following shall be an event of default (“Event of Default”) under this Agreement:
 - 1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
 - 2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.
- J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:
 - 1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum (“Default Interest Rate”), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney’s fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
 - 2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county’s undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
 - 3. The OPWC shall be released from all obligations to Recipient.
 - 4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC’s option, become immediately due and payable.
- K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.
- L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.
- M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

- IV. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.
- V. **PROJECT SCHEDULE.** Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.
- VI. **DISBURSEMENTS.** All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:
- A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.
- B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request. Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:
1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
 2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
 3. A Disbursement Request Form properly certified by the Project Manager, Chief Executive Officer and the Chief Fiscal Officer; and

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4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. **CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT.** The Recipient must comply with the following before receiving funds:

- A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
- B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT.** The Recipient represents warrants and covenants for the benefit of the Director as follows:

- A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project – Qualified Service Contracts.
 - 1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
 - 2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
 - a. *Qualified Service Contracts – Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
 - b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
 - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
 - (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
 - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

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- (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or
 - (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
 - (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
 - (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
 - (vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

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- (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.
- d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
- e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
- f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
- g. The Recipient and the Service Provider are not Related Parties.
4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.
- G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;
3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

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4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
 2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
 3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
 6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
 7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- IX. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

-
- X. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- XI. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XII. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XIII. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIV. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XV. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XVI. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVII. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

- XXVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for
Project No. is effective as of the date first written above.

RECIPIENT

STATE OF OHIO
Ohio Public Works Commission



Linda S. Bailiff, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of _____ . Construction is scheduled to begin _____ with completion by _____. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

to act as the Chief Executive Officer;
to act as the Chief Fiscal Officer; and
to act as the Project Manager.
- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

Description:

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

- 1) *OPWC/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of % of the total Project Cost. The OPWC Participation Percentage shall be % not to exceed \$.
- 2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs

- a) Engineering
- b) Construction Administration
- c) Right-of-Way
- d) Construction
- e) Permits, Advertising, Legal
- f) Construction Contingencies

Total Estimated Costs

Project Financial Resources

- a) Local Resources
 - In-kind/Force Account
 - Local Revenues
 - Public Revenue – ODOT/FHWA
 - Public Revenue – OEPA/OWDA
 - Public Revenue – Other

Total Local Resources

- b) OPWC Funds
 - Grant
 - Loan

Total OPWC Funds

Total Financial Resources

PROMISSORY NOTE

\$

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of \$ _____ or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of _____ years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in _____ County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Support Services Relating to Waggoner Road Phase 1 and 2 and Appropriating Funds Therefor

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR SUPPORT SERVICES RELATING TO WAGGONER ROAD PHASE I AND II AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide annexation support services relating to Waggoner Road Phase I and II; and

Whereas, research will be conducted at the County Engineer's office to confirm the existing centerline of roadway which will be evaluated against existing property boundary files to establish a new centerline and right-of-way as illustrated in the City's Waggoner Road Phase I and II plans from East Main Street to East Broad Street; and

Whereas, these documents and exhibits will be utilized to develop a plat of survey and county map room approved metes and bounds descriptions which will be filed with the Franklin County Engineers Office.

Whereas, the total cost of the support services is \$35,900.00, which will be funded through the City's Public Service General Engineering Fund (101.448.5331).

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

Section 1. That the Mayor is authorized to enter into a contract with EMH&T annexation support services relating to Waggoner Road Phase I and II.

Section 2. That an amount of \$35,900.00, which will be encumbered by the City's Public Service General Engineering Fund accoutn number 101.448.5331 to account for these services.

Section 3. Following adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Engineers, Surveyors, Planners, Scientists

August 12, 2025

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

Subject: Professional Services Proposal for Waggoner Road Annexation Support Services

Dear William,

EMH&T is pleased to present this proposal for Annexation Support Services related to Waggoner Road Phase 1 & 2. We understand the City's desire to annex the entire right-of-way of Waggoner Road from Main Street to Broad Street. EMH&T will prepare survey documents to support that effort, as described below.

BOUNDARY RIGHT-OF-WAY DESCRIPTIONS & EXHIBITS (PHASE 2)

EMH&T previously prepared legal descriptions to facilitate the acquisition of right-of-way and easements along Waggoner Road, which were necessary for the construction of the proposed improvements. Legal descriptions for the Phase 2 project area were submitted to the City on March 28, 2025 to support coordination of appraisals and property acquisition activities. During further review of the Phase 2 corridor, we identified eight additional parcels of right-of-way that must be acquired to support the City's annexation efforts. These parcels are currently encumbered by highway easements, meaning their acquisition is not required for construction purposes. However, to proceed with annexation, the City must obtain fee simple ownership of these parcels. This process will effectively convert the existing highway easement areas into fee-owned right-of-way, aligning with annexation requirements. To support this effort, we will perform the following tasks:

1. Research available public records such as deeds, plats, right-of-way plans and surveys on file at the county engineer's office to aid in the retracement of the centerline & right-of-way of the subject area.
2. Establish the boundary lines based upon the above research in combination with field located boundary markers.
3. Prepare 8 right-of-way takes, exhibit and legal description for the subject location.
4. Deliver a plat of survey and county map room approved metes and bounds description.
5. The survey fee includes reasonable accommodation, under the Standard of Care, to investigate and identify existing field boundary conditions to determine the property limits. Unless otherwise noted herein, this accommodation does not include the establishment of field control beyond the property due to the existence of limited or insufficient field monumentation nor does it include extensive investigation due to conflicting evidence with found monumentation.

ANNEXATION EXHIBIT/DESCRIPTIONS (PHASE 1 & 2)

After the City has acquired all of the right-of-way area in fee, EMH&T will prepare legal descriptions and exhibits for the areas to be annexed into Reynoldsburg. This will include the following tasks:

1. Prepare a necessary annexation exhibit and description, per Ohio Revised Code and local requirements, to encompass the areas as shown on the attached exhibit. EMH&T will obtain Licking County map room approvals prior to delivery. We will also evaluate continuity to help determine the necessary steps to annex the parcels.

2. The property limits, located in Truro Township and Jefferson Township, are to be annexed into the City of Reynoldsburg.

FEE

EMH&T proposes to provide our professional services described in the above scope of services for the following not-to-exceed fees. This budget includes labor, subconsultants, reimbursable items, and direct costs.

Description	Price
Boundary Right-of-Way Descriptions & Exhibits (Phase 2 Area)	\$13,900
Annexation Exhibit/Descriptions (Phase 1 Area)	\$8,800
Annexation Exhibit/Descriptions (Phase 2 Area)	\$13,200
Total =	\$35,900

CLARIFICATIONS & EXCLUSIONS

The scope of work identified in this document is based on EMH&T's knowledge of the project requirements at the time when the document was prepared and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by revisions to written procedures included in manuals or decisions made by, the Client, the City, or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the Client in writing of any significant changes in the work that may require modification of the agreement and will maintain separate cost accounting for each specific issue. The following services are specifically excluded from this proposal but can be provided under a separate authorization:

- a. Attendance at annexation related meetings and annexation hearings.
- b. Assistance with a pre-annexation agreement, an annexation agreement, and/or other documents.
- c. Setting proposed boundary monumentations. These services will be covered in a separate proposal to the City upon completion of construction.

TERMS & CONDITIONS OF PROFESSIONAL SERVICES

The work described herein will be completed in accordance with the terms and conditions of the Professional Services Agreement between EMH&T and the City of Reynoldsburg dated January 1, 2024.

We look forward to working with you in the successful advancement of this project. If you approve of our proposal, please authorize with your signature below. If you have any questions or require additional information, please do not hesitate to contact me at 614-775-4616 or mbrehm@emht.com.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Michael R. Brehm, PE
Director, Transportation Partnerships

cc: Ryan Andrews, PE (Principal, EMH&T)
Andrew Kushmeider, PE (Project Manager, EMH&T)
Mitchell Yake, PE (Engineer, EMH&T)

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Authorized Signature

Title

City of Reynoldsburg

Client Name

Print Name

_____, 2025
Date

\\\\emht.com\\root\\Non-Project\\20105005\\Projects\\20240024 Waggoner Road Phase 2 Final Eng\\2025.08.06 Waggoner Annexation\\Waggoner Road Annexation Proposal 2025.08.07.docx



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Appropriation of Funds Pertaining to the City's 2025 Street Improvement Project - Part II, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

the emergency is to meet project and end-of-year deadlines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS PERTAINING TO THE CITY'S 2025 STREET IMPROVEMENT PROJECT - PART II, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg is currently soliciting for the City's 2025 Street Improvement Project - Part II; and

WHEREAS, the City Engineer has prepared the specific construction documents pertaining to this project, as well as a construction cost estimate; and

WHEREAS, the City Engineer will review all bids once submitted to determine the lowest and best bid received, and that the selected contractor has the ability, the resources, and the experience to properly complete the project; and

WHEREAS, the Engineer's estimated construction cost for this project is \$190,000.00.

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

SECTION 1. That the Mayor is hereby authorized and directed to enter into a contract for the 2025 Street Improvement Project - Part II for a cost not to exceed bid of \$209,000.00 (includes 10% contingency) pertaining to the following work:

Contract A: MILL AND REPAVE: Huggins Lane, Peak Court, Taylor Woods Place, Kamraus Court and McCorrick Court.

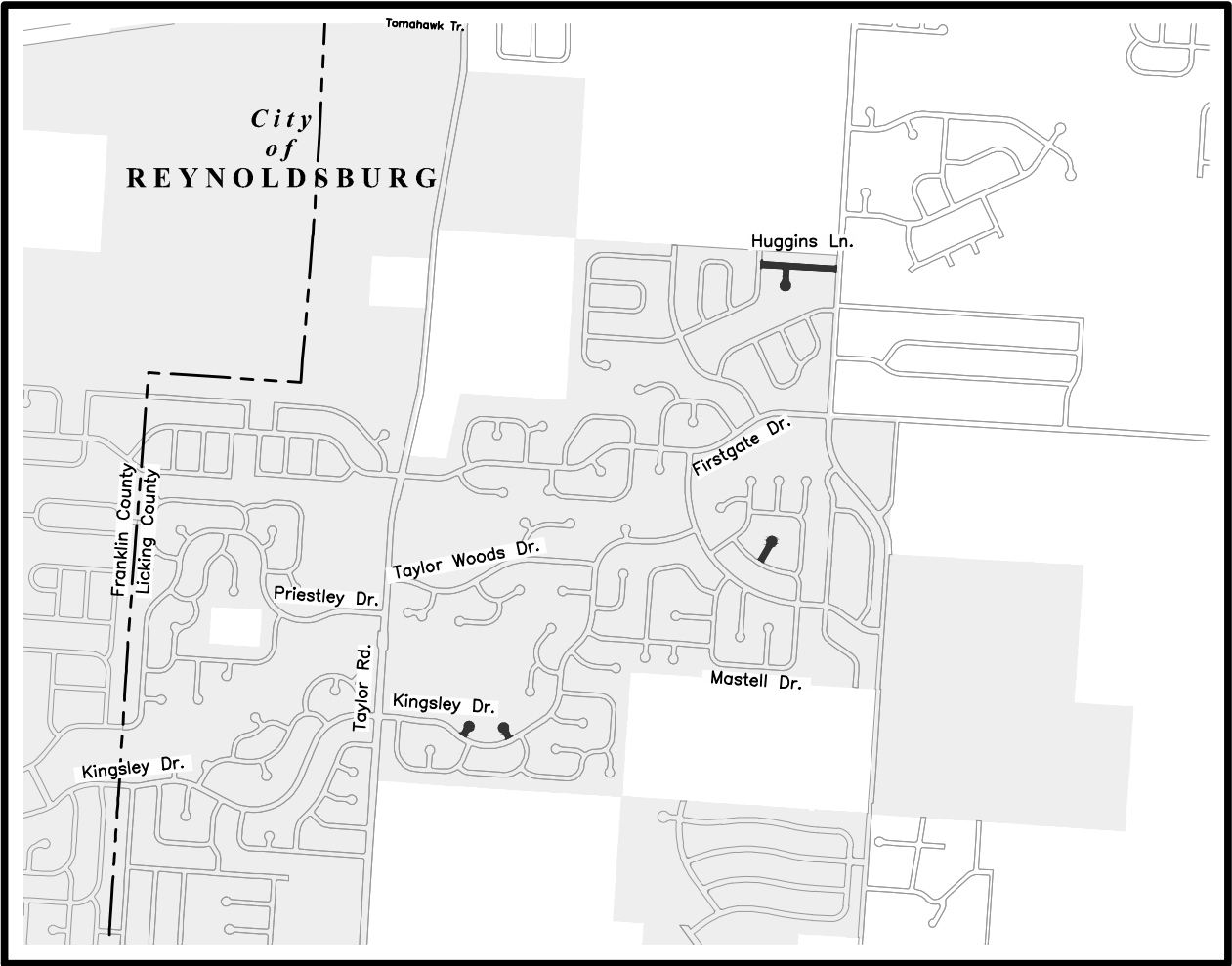
SECTION 2. That \$209,000.00 be appropriated for the City's 2025 Street Improvement Project - Part II.

SECTION 3. That an amount of \$209,000.00 be appropriated from the unappropriated Permissive Tax Fund (230) and be appropriated to project number 230.000.0200.5659 Street Improvement Project - Part II Miscellaneous Infrastructure.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary so that construction can begin as soon as possible in order to be completed prior to years end; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

SHEET INDEX	
Title Sheet	1
Overall Schematic	2
General Notes	3
Supplemental Notes	4-10
Estimate of Quantities & Project Details	11
Huggins Lane	12
Peak Court	13
Taylor Woods Lane & Komraus Court	14
McCarrick Court	15

CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**
2025



LOCATION MAP
Scale: None

MUNICIPALITY APPROVAL
The signatures below signify only concurrence with the purpose and general location of the project. All technical details remain the responsibility of the Engineer preparing the plans.

_____ Mayor, City of Reynoldsburg	_____ Date
_____ Director of Public Service, City of Reynoldsburg	_____ Date
_____ Superintendent of Street Division, City of Reynoldsburg	_____ Date

STANDARD CONSTRUCTION DRAWINGS

The Standard Construction Drawings listed on these plans are to be considered a part thereof.

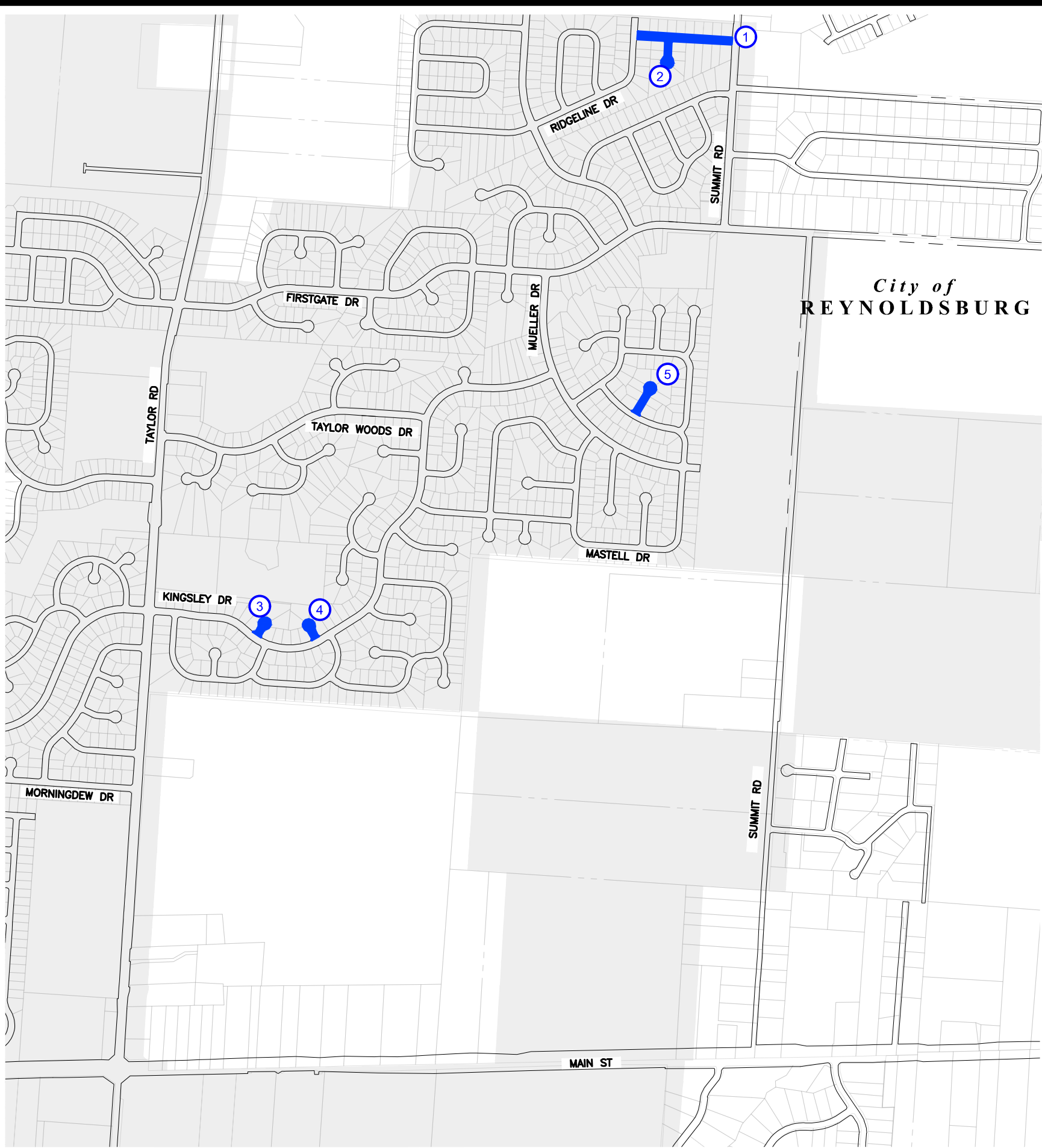
REYNOLDSBURG STANDARD CONSTRUCTION DRAWINGS
R-2 R-6 R-9 R-10A

CITY OF COLUMBUS STANDARD CONSTRUCTION DRAWINGS
1551 1648

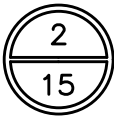


PREPARED BY:
EMH&T
Evans, Meckwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

8/20/25
Registered Engineer No. E-89149
Date
1
15



PROPOSED IMPROVEMENTS		
Alley Improvements		
Ref#	Street Name	Sheet
①	Huggins Lane	12
②	Peak Court	13
③	Taylor Woods Place	14
④	Komraus Court	14
⑤	McCarrick Court	15



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**
OVERALL SCHEMATIC

EMH&T

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

emht.com

DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577

GENERAL NOTES

1. The requirements of the City of Reynoldsburg, together with the most current version of the City of Columbus Construction and Material Specifications (CMSC) and the Ohio Department of Transportation Construction and Material Specification (ODOT CMS), including all supplements thereto, shall govern all material and workmanship involved in the improvements shown in these plans unless otherwise noted. In case of any conflict among these technical specifications, the greater requirement, as determined by the City of Reynoldsburg, shall take precedence.
2. The Contractor shall obtain all necessary permits.
3. The Contractor shall provide written notification to the City at least seven (7) days prior to any construction.
4. Unless otherwise approved by the City, work hours shall be 7:00AM to 5:00PM, Monday through Friday. Saturday work may be requested by the Contractor no later than noon on the preceding Thursday and will be granted on a case-by-case basis.
5. Two (2) working days prior to construction, contact the Department of Public Service (614.322.6840) and their designee identified at the preconstruction meeting to schedule inspection. The City shall inspect the following: All underground water, sewer, and storm, detention/retention ponds, grading, retaining walls, pavement in City Right-of-Way, all sidewalks or bike paths in any public Right-of-Way, and any other items noted during review or at the pre-construction meeting. Final acceptance may be affected if procedures are not followed for proper inspection.
6. The Contractor is responsible to notify the City's designee for inspection and request a final punch-list inspection of the site once all items on the approved plans have been completed.
7. The Contractor and subcontractor shall be solely responsible for complying with all federal, state, and local safety requirements, together with exercising precautions at all times for protection of persons (including employees) and property. It is also the sole responsibility of the Contractor or Subcontractor to initiate, maintain, and supervise all safety requirements, precautions, and programs in connection with the work. The Contractor and Subcontractor shall also abide by all City ordinances and state/federal laws.
8. The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The City assumes no responsibility as to the accuracy or depths of the underground facilities as shown on the plans or not. Contractor must give adequate notice to the appropriate utility company before any excavation near a known utility per state law.
9. The Contractor is responsible for the investigation, location, support, protection, and restoration of all existing utilities and appurtenances whether shown on these plans or not. The Contractor shall expose all utilities or structures prior to construction to verify the vertical and horizontal clearances that exist per the approved plans. The Contractor shall call, toll free, the Ohio Utilities Protection Service (OUPS) at 1-800-362-2764 (or 811) forty-eight (48) hours prior to construction and shall notify all utility companies at least forty-eight (48) hours prior to work in the vicinity of their underground lines in accordance with Section 153.64 of the Ohio Revised Code.
10. The Contractor is responsible for coordinating the relocation of any utilities as required by the plan with the owner of the affected utility.

11. Where potential grade conflicts might occur with existing utilities, the Contractor will be required to uncover such utilities sufficiently in advance of laying pipe or duct for the Engineer of Record to determine the exact elevation and make any necessary adjustments. Any proposed modifications to the approved plan must be reviewed and approved by the City prior to commencement of work.
12. All materials including but not limited to piping, appurtenances, manholes, aggregate, etc. to be utilized for dedicated public utilities or roadways must be approved by the City. The Contractor must submit material data sheets, shop drawings, aggregate gradations, concrete/asphalt mix designs, etc., to the City for review and approval a minimum of two weeks prior to their desired material ordering date. Submittals must be clearly marked to indicate, which project items the materials will be used to construct, and include a submittal cover sheet for placement of review stamps.
13. The Contractor shall repair or replace any and all existing work damaged during or due to the execution of this contract to equal or better condition prior to the damage, at the Contractor's own expense. All said work to be repaired or replaced to the satisfaction of the City. Any damage to other utilities caused by the Contractor shall be repaired by the appropriate utility company.
14. Care shall be exercised when working in the area around existing trees and shrubs. Any trees or shrubs not marked for removal that are damaged by the Contractor must be replaced by the Contractor to the satisfaction of the owner.
15. Any property corner pins or permanent survey markers disturbed during construction shall be reset by a registered professional surveyor with the State of Ohio.
16. The open burning of site-cleaning debris, trash, etc. is prohibited in the City.
17. All earthwork operations located within the public Right of Way, especially pavement sub-grade construction, shall be inspected. Additionally, all final grades shall be field checked by both the Contractor and the Inspector upon completion of Contractor's operations to determine if the site has been constructed to the grades indicated on the approved plans.
18. Open cutting of streets shall be prohibited unless otherwise authorized by the City Engineer or the Director of Public Service.
19. Utility trenches within a 1:1 influence of a public roadway including all points to within 3'-0" behind the curb, are to be filled and compacted per CMSC Item 912 (or CMSC Item 801.11 for water mains). Utility trenches outside the roadway influence shall be filled and compacted with suitable native material to within 98% of the maximum dry density per CMSC Item 911 (or CMSC Item 801.12 for water mains). Depending on the utility being constructed, the trench bedding and backfill shall be according to Standard Drawing SA-1, SA-1, ST-1, ST-2, or WA-1. Pavement repair over utility trenches shall be in accordance with Standard Drawing R-1, R-2, or R-3.
20. Storm sewers, sanitary sewers, and water mains constructed in fill areas greater than 1'-0" shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers, and water mains shall be installed per specified trench installation details.
21. The Contractor shall furnish and maintain sanitary convenience facilities for the workmen and inspectors for the duration of the work.
22. All drain tile and storm sewers damaged, disturbed, or removed as a result of the Contractor's operations shall be replaced with the same quality pipe or better, maintaining the same gradient as existing. Replaced drain tile shall be laid on compacted bedding equal in density to surrounding stratum. Replacement shall be done at the time of the backfill operation.

23. The flow in all sewers, drains, and watercourses encountered shall be maintained by the Contractor at his own expense, and whenever such watercourses and drains are disturbed or destroyed during the prosecution of the work, they shall be restored by the Contractor at his own cost and expense.
24. Any well, well point, pit, or other device installed for the purpose of lowering the groundwater level to facilitate construction of this project shall be capped as required by applicable (Franklin/Licking/Fairfield) County and Ohio Department of Public Health requirements and Ohio Environmental Protection Agency, standards, and specifications.
25. No non-rubber tired vehicles shall be moved on public streets. Exception may be granted by the City of Reynoldsburg where short distances and special circumstances exist. Granting of exceptions must be in writing, and damage shall be repaired by the Contractor to the satisfaction of the City.
26. The Contractor is responsible for the proper installation (prior to the start of construction), maintenance, and replacement of sediment and erosion control measures per the approved SWPPP and per the current OEPA general permit for construction stormwater requirements, under which this project has obtained coverage. The Contractor will be responsible for paying any fine levied by the OEPA resulting from failure to adhere to the SWPPP and/or the requirements of the OEPA general permit. The Contractor must register as a co-permittee for this project (with the OEPA) prior to the commencement of earth disturbing activities. The contractor and all subcontractors involved in the implementation and maintenance of the SWP3 must sign a city form acknowledging they have reviewed and understand the conditions and requirements of the SWP3 prior to commencement of construction activities.
27. All pavement sub-grade within the Right of Way shall be constructed in accordance with CMSC Item 203, a soils report, and as directed by the City. Density testing must be performed on each lift of fill, and the soils engineer performing the testing must have detailed laboratory test data on site to support the values being utilized in the density calculations. The moisture content of the new fill shall be in the range of $\pm 2\%$ of the optimum moisture content determined by ASTM D698. The City reserves the right to require density testing of sub-grade in newly cut areas where topsoil has been stripped in preparation for sub-base installation or filling operations, in order to evaluate the necessity for additional compaction effort. Material testing shall be conducted by a third-party testing agency paid for by the developer / contractor. The testing representative shall communicate the results of all testing to the City's representative on site. Test reports shall be submitted to the City following each day of testing.
28. All pavement joints, particularly where a proposed pavement abuts an existing pavement, and all pavement joints abutting utility structures such as manholes, catch basins, valve boxes, etc. must be sealed in accordance with CMSC Item 423, Type II.
29. Pavement cuts for utility line installations are subject to the backfill requirements of Item 912. In lieu of compacted granular material, Low Strength Mortar Backfill, Item 613, Type 2 may be used. Pavement replacement shall be constructed according to the applicable standard drawing (R-1, R-2, or R-3).
30. Steel plates shall be positioned and secured in place with steel spikes and cold patch asphalt mix over all trenches that are left open on a temporary basis and subject to traffic.

GENERAL NOTES CONTINUE ON SHEET 4...



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR
**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**
GENERAL NOTES

DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577



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GENERAL NOTES CONTINUE FROM SHEET 3...

31. City streets are to be kept clean and free from mud, stone, dirt, etc. A stabilized construction entrance as specified in the plans is to be diligently maintained at all site entrances throughout the day. Proactive measures must be taken to restore these items if inclement weather is forecasted. If the entrance is rendered ineffective by the City, the project will be shut down until a wash station is implemented and/or the entrance is made effective.

32. Monument boxes shall be installed at locations designated on the plan by a registered professional surveyor with the State of Ohio. Boxes shall be Neenah R–1968, Type 36–B or east Jordan Iron Works No. 8371. Monuments are to be set in a concrete filled 24” diameter cored hole, flush with the top of the pavement.

33. All temporary traffic control devices shall be furnished, erected, maintained, and removed by the contractor in accordance with the most recent edition of the “Ohio Manual of Traffic Control Devices for Construction and Maintenance Operations”.

34. Lane restrictions or closures required during construction must be approved by the City (and county/township if their roads will be used for detour) a minimum of two (2) weeks prior to any work being performed. Otherwise, traffic lanes shall be fully open to traffic at all times and ingress and egress shall be maintained to public and private property.

35. In the event excavation for the street is below that called for on the plans, the Contractor shall replace this excavated material with CMSC Item 304 as directed and at no cost to the City.

36. It shall be the responsibility of the Contractor to adequately barricade the street in the vicinity of all expansion joints until such time the street is open to traffic.

37. The Contractor shall be responsible for testing the grades of the gutters with water, prior to final acceptance of the streets.

38. All sidewalks and pathways in any public right–of–way shall be constructed according to the applicable Standard Drawings and the requirements outlined in the Public Right–of–Way Accessibility Guidelines (PROWAG) as published by the U.S. Access Board. These items must be inspected by the City.

GENERAL STORM SEWER NOTES

39. The installation of all sewer pipes on this project shall be in accordance with CMSC Item 901, unless specifically indicated otherwise, with materials conforming to the appropriate referenced section of CMSC or ODOT CMS. Concrete pipe is required for all pipes that are exposed (such as pipes that outlet into drainage basins), regardless of the diameter. The following pipe materials will be permitted for use for public sewers.

Outside of Pavement Limits:

Flexible Pipe according to the following specifications:

- Polyvinyl Chloride (PVC) pipe <= 15–inches diameter with minimum of 4 feet coverage and a maximum of 15 feet coverage shall conform to CMSC 720.08 and/or ODOT CMS 707.45.
- High Density Polyethylene (HDPE) pipe from 12–inches to 36–inches diameter conforming to CMSC 720.12 and/or ODOT CMS 707.33 with a maximum 20 feet coverage and a minimum 2 feet coverage.
- Polypropylene (PP) pipe from 12–inches to 36–inches diameter conforming to ODOT CMS 707.65 or 707.69 and/or CMSC 720.13 or 720.14 with a maximum 20 feet coverage and a minimum 2 feet coverage.

Mandrel testing shall be performed on all flexible pipe per CMSC 901.21.

Rigid Pipe will be required for all sewers greater than 36–inches diameter (Reinforced Concrete Pipe CMSC 706.02, Concrete Box

CMSC 706.05) and is also permitted on all sewers from 12–inches to 36–inches diameter.

Within Pavement Limits:

Flexible Pipe according to the following specifications:

- Flexible pipe installation which conforms to ODOT CMS 605 may be used for 4–inch and 6–inch underdrain tiles.
- High Density Polyethylene (HDPE) pipe <=18–inches diameter conforming to CMSC 720.12 and/or ODOT CMS 707.33 with a maximum 20 feet coverage and a minimum 2 feet coverage.
- Polypropylene (PP) pipe <=18–inches diameter conforming to ODOT CMS 707.65 and/or CMSC 720.13 with a maximum 20 feet coverage and a minimum 2 feet coverage.

Mandrel testing shall be performed on all flexible pipe (except underdrains) per CMSC 901.21.

Rigid Pipe will be required for all sewers greater than 18–inches (Reinforced Concrete Pipe CMSC 706.02. Concrete Box CMSC 706.05) and is also permitted for use on 12–inch to 18–inch sewers.

40. Flexible storm sewers (for public storm sewer only) when approved by the City are subject to mandrel testing and/or video inspection as directed by the City. Testing shall be performed no sooner than thirty (30) days after the pipe trench has been backfilled and all roadway and site fills over the storm lines have been constructed. Maximum deflection must not exceed 5% of the base inside diameter.

41. All major flood routes and detention basins are to be surveyed by a registered professional surveyor in the State of Ohio to verify conformance to the approved grading plan. Cost of this work shall be at the expense of the owner/applicant. Correspondence from said registered professional surveyor shall be provided to the City verifying that basins and flood routing is per plan.

42. All catch basins, manholes, and curb inlets shall have concrete channels poured in place to assure positive drainage through these structures.

43. Public storm sewer manhole lids are to be per the Reynoldsburg Standard Construction Drawing R–8.

44. Storm sewer curb inlets are to be adjusted within ¼” of plan elevation using steel shims.

45. Pre–cast rings are to be used for all final adjustments of manhole castings. Storm manhole top of castings should be set at 1–½” above finished grade.

46. Openings must be provided in drainage structures to accommodate underdrain outlets. Underdrains are to be constructed in accordance with details provided in the approved plans.

SUPPLEMENTAL PROJECT NOTES

47. ELEVATION DATUM

Elevations shown on these plans are based on NAVD 88 Datum.

48. BENCH MARKS

The contractor shall carefully preserve benchmarks, reference points, and stakes. Any benchmark, reference point, or survey marker damaged or disturbed by the Contractor shall be reset by an Ohio Registered Surveyor at the Contractor’s expense.

49. PROPOSAL

No extra compensation will be paid to the Contractor by reason of compliance with any of the requirements indicated in the Specifications, but payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided.

50. ADDITIONAL BIDS

Those submitting bids must submit bids for the Base Bid and all Additional Bids in order to be considered. Due to the nature of the work of the 2025 Street Improvements, it is possible that there are savings during the prosecution of the original contract. As such, the Contractor shall hold good their pricing on any Additional Bids until the Contract is completed. If the City elects to perform those Additional Bids, they will be incorporated into the Contract via Change Order at the pricing established during the Bid. No additional payment will be made to include those Additional Bids in the Contract at that later date.

51. PRECONSTRUCTION MEETING

A pre–construction meeting will be held prior to the commencement of work for this improvement at the Reynoldsburg Municipal Building, 7232 East Main Street, Reynoldsburg, OH 43068.

Representatives from the City of Reynoldsburg, the City’s Construction Representative, the Design Engineer’s office, the prime contractor and all available sub–contractors along with representatives from the affected private utility companies shall be present.

The Contractor shall submit a tentative work schedule and list of approved suppliers to the City prior to the pre–construction meeting. This schedule will detail the timing of the work activities for the various aspects of the project improvements. The schedule shall provide sufficient detail to outline phases of work and any road closures, service connections, a reasonable time frame for testing and chlorination, and restoration activities. The Schedule shall be revised and redistributed throughout the duration of the project.

52. ABANDONED UTILITIES

The Contractor shall be responsible for the removal and disposal of any abandoned utility facility that may conflict with any facility or construction activity proposed in these plans, including the installation of proposed conduit, underdrain, storm sewer, structure, waterline, sanitary sewer line, subgrade stabilization, foundations, etc. The Contractor is advised to verify that a utility facility has been abandoned before proceeding with removing it. If it is determined that the utility facility is active and in conflict, then the Contractor shall notify the City and Utility Owner prior to proceeding with any affected proposed work.

53. HOUSE SERVICE LINES

The Contractor shall assume that each house has at least one water and one gas service line unless more are marked by the utility company. It is the Contractor’s responsibility to locate and support these service lines. The cost for this work is to be included in the bid price for related items, and or time and material, unless a specific bid item relating to this work has already been included. Where service lines are cut or broken, the lines are to be restored to the standards of the utility owner at the Contractor’s expense within 12 hours of cutting or breaking the line.

54. SECURING UTILITY POLES

Existing utility poles within the influence of the excavation trench shall be secured by the Utility Owner, prior to any excavation in the area. The Contractor is responsible for coordination with the Utility Company.

55. SAFETY REQUIREMENTS

The Contractor and Sub–Contractor shall be solely responsible for all federal, state and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and property. It is also the sole responsibility of the Contractor and Sub–Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.

GENERAL NOTES CONTINUE ON SHEET 5...

CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO

PAVEMENT RESURFACING

FOR

2025 REYNOLDSBURG STREET

RESURFACING PROGRAM

SUPPLEMENTAL NOTES



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SUPPLEMENTAL PROJECT NOTES CONTINUED FROM SHEET 4...

56. RESIDENT NOTIFICATION

The Contractor shall be responsible for providing resident notification prior to the commencement of work. Affected residents will be notified no less than Forty-Eight (48) hours prior to the commencement of work through a door hanger provided and distributed by the Contractor that is first approved by the City.

The Contractor must provide pre-notification of work no less than Forty-Eight (48) hours prior to work being performed that will have an effect on residents and/or businesses. The pre-notification must be in writing and it must include: (1) Contractor name and 24-hour phone number; (2) a description of work being performed; (3) a list of restrictions on the effected residents and/or businesses; (4) instructions to effected residents and/or businesses.

The Contractor shall also post “No Parking” signs in appropriate areas no less than 48 hours in advance of any parking restriction. The signs shall be printed on cardstock and the wooden stakes for “No Parking” signs shall be 1-in. x 2-in. x 36-in. “No Parking” signs must be installed, maintained, revised (if delays cause an adjustment in parking restriction), and removed by the Contractor. No additional compensation will be paid for resident/business notification or posting required signage.

As set forth herein, the Contractor shall provide all notices required under the Contract Documents and Specifications strictly in the manner prescribe therein. The Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents (hereinafter collectively referred to as the “City”) against any and all claims, actions, damages, costs, and legal liability of every name and nature that the City may sustain, incur or be required to pay (including, but not limited to, consultant and attorney’s fees, disbursements, costs or other expenses) arising out of or in connection with the Contractor’s failure to strictly comply with the notice provisions imposed under the Contract Documents and Specifications.

The City may retain any amounts due or that may become due to the Contractor as may be necessary to satisfy any claim for indemnification under this provision. The Contractor’s obligation under this Section shall not be deemed waived by the failure of the City to retain in whole or any part of such monies due to the Contractor, nor shall such suit, action, damages and/or costs have to have been resolved or determined prior to release of any monies to the Contractor under the Contract, nor shall such obligation be deemed limited or discharged by the procurement of any insurance for liability for damages imposed by law upon the Contractor, its subcontractors or suppliers, or the City.

57. PLACING FEATHERED AREAS

Items, such as wearing course removal or asphalt cement coating, that are necessary to construct butt joint or taper edge type feathered areas per ODOT Standard Construction Drawing BP-3.1 are to be considered incidental to construction and are to be included with associated pavement items for payment.

58. SOIL STOCKPILES

The Contractor shall be responsible for keeping all soil stockpiles, including trench excavation stockpiles, protected from erosion. The areas surrounding the stockpiles are to be protected from sediment with the use of perimeter control devices such as earth, or straw bale devices, or silt fences. These perimeter control devices shall be maintained for the duration of the project.

59. CONVENIENCE FACILITIES

The Contractor shall furnish and maintain sanitary convenience facilities for the workmen and inspectors for the duration of the work. Cost shall be included in the price bid for the various items.

60. EXISTING UTILITIES

Protection of all existing utilities and appurtenances shall be the responsibility of the Contractor. The Contractor shall cause notice to be given to the Ohio Utilities Protection Service (telephone 800_362_2764, toll free or 811) and to the owners of underground utilities who are not members of a registered underground protection service in accordance with Section 153.64 of the Revised Code. This notice shall be given at least 48 hours prior to start of construction. The following utilities and Owners are located within the work limits of this project.

UTILITY	OWNER	TELEPHONE
Storm Sewer & Street Lighting Facilities	City of Reynoldsburg Street Department 7806 East Main Street Reynoldsburg, Ohio 43068	(614) 322-5800
Sanitary Sewers & Water Mains	City of Reynoldsburg Water & Wastewater Dept. 7232 East Main Street Reynoldsburg, Ohio 43068	(614) 332-4500
Natural Gas	Columbia Gas of Ohio Johnny Appleseed Court Gahanna, Ohio 43231	(614) 818-2133
Cable	Charter Communications 3670 Interchange Drive Columbus, Ohio 43204	(614) 348-2979
Electric	Wide Open West 3675 Coprorate Drive Columbus, Ohio 43231	(614) 948-4652
	American Electric Power 850 Tech Center Drive Gahanna, Ohio 43230	(614) 883-6802
Telephone	AT&T 111 North Fourth Street Room 802 Columbus, Ohio 43215	(614) 223-7276

The cost of the operations necessary to remove and dispose of conflicting abandoned utilities shall be included with the price of the affected item for payment. No separate payment shall be made.

61. GRADE CHANGES

If it is determined that the elevation of the existing sewer or existing appurtenance to be connected, differs from the plan elevation or results in a change in the plan sewer slope, the City shall be notified before starting construction of any portion of the proposed sewer which will be affected by the variance in the existing elevations.

If it is determined that the proposed sewer will intersect an existing sewer or underground utility if constructed as shown on the plan, the City shall be notified before starting construction of any portion of the proposed sewer, which would be affected by the interference with an existing facility.

Grades and elevations shown on the plans shall not be revised under any circumstances without first obtaining written approval from the City. Invert elevations shall not deviate from plan elevations by more than 6-in. Failing to meet the above requirements is cause for rejection of the affected section of sewer.

62. GRADE CHECKS

The Contractor shall ensure there is a surveyor’s level and rod on the project for use in performing grade checks whenever sewer line structures or pipe are being installed. The Contractor shall make this equipment available for the use of and assist the City Inspector in performing grade checks when requested by the Inspector. The Inspector will make all reasonable attempts to confine requests for assistance in performing grade checks to a time convenient to the Contractor.

These checks will be performed to ensure the following:

- A. Proper placement of each structure.
- B. Proper installation of initial runs of pipe from a structure.
- C. Grade, after an overnight or longer shutdown.
- D. Grade, at any other time the Inspector has reason to question grade of installation.
- E. A grade check performed by the City Inspector in no way relieves the Contractor for the ultimate responsibility to ensure construction to the plan grade.

63. CROSSINGS & CONNECTIONS TO EXISTING PIPES & UTILITIES

Where the plans provide for a proposed conduit to be connected to, or cross over or under an existing sewer or underground utility, the Contractor shall locate the existing pipes or utilities both as to line and grade before starting to lay the proposed conduit.

If it is determined that the elevation of the existing conduit, or existing appurtenance to be connected differs from the plan elevation or results in a change in the plan conduit slope, the City shall be notified before starting construction of any portion of the proposed conduit which will be affected by the variance in the existing elevations. If it is determined that the proposed conduit will intersect an existing sewer or underground utility if constructed as shown on these plans, the City shall be notified before starting construction of any portion of the proposed conduit which would be affected by the interference with an existing facility. Payment for all the operations described above shall be included in the contract price for the pertinent conduit item. Any rework associated with the Contractor’s failure to comply with the operations described above will be at the expense of the Contractor. Connections requires 48-hour notification to the City and impacted water service locations. The City may require the shutoff for connection be completed at night.

64. TRENCH BACKFILL:

Trenches within a 1:1 influence of the roadway, walk, and/or pavement, including all points to within 3’ behind the curb, walk, or edge of pavement, shall be filled and compacted per 912 backfill. Trenches within the right-of-way, but outside the road influence, shall be filled and compacted as per 911 backfill. All other trenches shall be filled and compacted as per 911 backfill at a minimum, or as otherwise indicated within these plans.

All item numbers shown below refer to CMSC item numbers.

912 backfill shall be granular material, conforming to Item 304, compacted as stipulated in Item 912.03. In all cases granular material shall be used around all manholes, structures and cleanouts. LSMB is not permitted unless specifically requested by the City and in such case will be Type I or Type II.

911 backfill shall be natural soil free from stones larger than two inches (2”) across their greatest dimension, topsoil, vegetation, debris, rubbish or frozen material, compacted to 95% of its maximum laboratory dry weight and placed per Item 901.17.

Aggregate for bedding shall be No. 57 or No. 8, as per Item 703.

The excavated trench width twelve inches (12”) above the conduit may be increased without extra compensation.

SUPPLEMENTAL PROJECT NOTES CONTINUE ON SHEET 6...



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR

2025 REYNOLDSBURG STREET
RESURFACING PROGRAM

SUPPLEMENTAL NOTES



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DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577

SUPPLEMENTAL PROJECT NOTES CONTINUE FROM SHEET 5...

65. TRENCHES

All trenches shall be maintained as safe as possible by the Contractor at all times and backfilled as soon as practical. All trenches during non-working hours require traffic plates, and/or lighted barricades and construction fence.

66. UNAUTHORIZED STREET EXCAVATION

In the event excavation for the street is from 0-in to 6-in below that called for as the subgrade elevation on the plans, the Contractor shall replace this excess excavated material with compacted 304 crushed aggregate as directed and at no extra cost to the City.

67. DEWATERING

The Contractor is solely responsible to the Ohio Department of Natural Resources (O.D.N.R.) for registry, maintenance, and abandonment of any withdrawal devices used in the construction of this project. Installation of any well, well point, pit or other device used for the purpose of lowering the groundwater level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Section 3745-9-10 of the Ohio Administrative Code or as directed by the Director or his representatives. The Contractor shall be required to complete and file a Well Log and a Drilling Report Form with O.D.N.R., Division of Water, within 30 days of the completion of installation of any well, well point, pit or other device used for the purpose of removing groundwater from an aquifer, in accordance with Sections 1521.01 and 1521.05 of the Ohio Revised Code. In addition, any such facility that has a capacity to withdraw waters of the State in an amount greater than 100,000 gallons per day from all sources shall be registered by the Contractor with the Chief of the O.D.N.R., Division of Water, within three months of the completion of the facility in accordance with Section 1521.16 of the ORC. Copies of the necessary paperwork can be obtained at O.D.N.R., Division of Water, Fountain Square, Columbus, OH, 43224 (614) 265-6717.

The Contractor shall furnish and operate suitable pumping equipment of such capacity, adequate to dewater the trench, should water be encountered. The trench shall be sufficiently dewatered so that the placement of bedding and the laying and joining of pipe is made on firm, dry ground. If dewatering cannot produce acceptable subgrade, and only as directed by the City, unsuitable materials shall be removed and replaced by CMSC Item 906, stone foundation.

The Contractor shall convey all trench water to a natural drainage channel or storm sewer without damage to property. The Contractor shall be responsible to place and maintain the necessary sediment control measures to filter the dewatering discharge. The cost of any dewatering operations required for the construction of the sanitary sewer shall be included in the price bid for the various sewer items.

68. REPLACEMENT OF DRAIN TILES AND STORM SEWERS

All drain tile and storm sewers damaged, disturbed, or removed as a result of the Contractor's operations shall be replaced with the same quality pipe or better, maintaining the same gradient as existing. Replaced drain tile shall be laid on compacted bedding equal in density to surrounding stratum. Replacement shall be done at the time of the backfill operation. Cost of this work to be included in the price bid for the various items.

69. MAINTAIN DRAINAGE

The flow in all sewers, drains, and watercourses encountered shall be maintained by the Contractor at his own expense, and whenever such watercourses and drains are disturbed or destroyed during the prosecution of the work, they shall be restored by the Contractor at his own cost and expense, unless specific provision is made within the Contract Documents for the measure of and payment for such cost specific items, to a condition satisfactory to the City.

70. INLET PROTECTION

The Contractor is responsible to keep all storm sewer inlets protected from excessive amounts of sediments using adequate filtering devices as approved by the City.

71. STRUCTURE ADJUSTMENT

The Contractor shall field verify the top of casting elevation of all proposed manholes. If precast structures are utilized, a minimum of the top 6-in and a maximum of 12-in, shall be field placed with grade rings to allow for field adjustment.

All existing structures located within the work limits shall be adjusted to meet proposed grades.

72. EROSION & SEDIMENTATION CONTROL

The Contractor shall provide sediment control at all points where storm water runoff leaves the project including waterways, overland sheet flow, and storm sewers. Erosion and sediment control shall be provided as per the requirements of the City of Reynoldsburg and the Standards and Specifications of the "Rainwater and Land Development" manual of the ODNr.

Erosion control measures are to be installed per NPDES permit regulations or as directed by the City, and are to be maintained until such time that they are no longer required by the permit and the City. Cost for erosion and sedimentation control shall be included in the price bid for various erosion and sedimentation control items. All land disturbing activities shall be subject to inspection and site investigation by the City of Reynoldsburg and/or the Ohio EPA. Failure to comply with these regulations is subject to legal enforcement action.

The Contractor is responsible to notify the City of Reynoldsburg 48 hours prior to commencement of initial site land disturbance on any site of one or more acres. This includes site clearing, grubbing and any earth moving. Primary erosion and sediment control practices are mandated by regulations to be in place from the beginning of the construction activity.

73. TREE PROTECTION

The Contractor's cooperation is required to prevent damage to existing street trees. If the Contractor believes that he cannot perform the work required by the Contract without damaging the street tree, they shall so notify the City Arborist in advance of such work and a release will be provided from these requirements on a case by case basis.

- Contractor shall notify City Arborist if any tree canopy is in conflict with equipment and requires cutting of a 2" diameter or greater limb.
- If trees are to be retained, a minimal Critical Root Zone (CRZ) should be created with durable posts and fencing. The CRZ shall be limited from any equipment or materials without the expressed permission of the arborist. CRZ can be defined as a radius of 1' per 1" of diameter at breast height (DBH).
- If severe excavation occurs in the limits of tree roots 2" diameter or greater, the roots should be cleanly cut, perpendicular to the stem to reduce surface area exposed to potential decay organisms. All exposed roots shall be neatly cut and trimmed prior to backfill. The roots shall be inspected by the City Arborist prior to backfill.

Any damages to limbs, bark, roots, etc. shall cause City to retain \$1,000 per occurrence for a period not to exceed two years. If the tree dies as a result of damages, then money retained shall be used to remove and replace the tree. If the tree survives two years past the final completion date of contract then funds will be released. The City's Urban Forester will provide a written report and photographic evidence to support their findings to document all damages. A damaged tree may be removed and replaced any time prior to the two years at the Forester's sole discretion.

74. PRUNING

Branches or growth which interferes with the free construction of the project may be removed from trees/shrubs that are to be saved by the use of pruning tools as directed by the City's Certified Arborist. All pruning tools used and methods employed shall meet the approval of the City. The branches shall be removed with a good clean cut or if having a good healthy lateral branch, the cut shall be a good clean slanting cut close to and beyond the healthy branch. The cost of all work and expenses connected with tree pruning shall be included in the price bid for ODOT Item 201, Clearing & Grubbing, As Per Plan. No extra payment shall be made.

Trees damaged or destroyed that were not designated for removal or approved by the City for removal shall be replaced at the Contractor's expense.

75. PROTECTION OF LANDSCAPING

The Contractor shall constrict all of his/her activities, equipment storage and staging to within the construction limits. Unless otherwise identified in the plans or proposal, the construction limits are plotted accordingly. Additionally, the Contractor shall preserve and protect all landscaping beds and minimize impacts to these landscaping beds within the construction limits.

76. SIGNS, MAILBOXES, FENCES, ETC.

The Contractor shall be responsible for restoring all signs, mailboxes, fences, guardrail, shrubs, property, drainage structures, or other physical features disturbed or damaged during construction whether shown on the plans or not to their original location and condition and to the satisfaction of the property owner. Cost to be included in the price bid for the various items unless a bid item exists for these items.

77. MAIL SERVICE

The Contractor shall be responsible for maintaining mail service in the construction area. Prior to disturbing any mail boxes, the Contractor shall contact the Postal Authorities and shall temporarily relocate mail boxes in accordance with Postal requirements. The Contractor shall restore mail boxes to their original condition and location. Cost to be included in the price bid for the various items.

78. TRASH COLLECTION SERVICE

The Contractor shall contact the City of Reynoldsburg for current collection date each week prior to starting work and be responsible for maintaining a 20 foot wide clear area for trash can placement in the front of each lot for trash collection service in the construction area on the designated trash day.

79. TRAFFIC AND PUBLIC SAFETY

One-lane, two-way local traffic shall be maintained at all times, unless specific exception is granted by the City in writing. Two-lane, two-way traffic shall be maintained on all streets during non-working hours. All traffic control devices, including lights, signs, and barricades, shall be constructed, erected and maintained in accordance with the "Ohio Manual of Uniform Traffic Control for Construction and Maintenance Operations".

Prior to any excavation work, which may impact traffic, the Contractor shall submit to the City and the Engineer a schematic and written description of their maintenance of traffic plan for review and approval. The cost of all lights, signs, barricades, Police Patrolmen and Flagmen necessary to maintain the aforementioned conditions shall be included in the price bid for the various items as set forth in the proposal, except on additional / alternate bids where a specific bid item is provided.

SUPPLEMENTAL PROJECT NOTES CONTINUE ON SHEET 7...



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
2025 REYNOLDSBURG STREET
RESURFACING PROGRAM
SUPPLEMENTAL NOTES

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

emht.com

DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577

80. WORK SCHEDULE

Prior to the scheduling of the preconstruction meeting, the Contractor shall submit a work schedule to the Service Director and the Engineer for approval. It is the intent of the City to complete all items of work on a given street or area before commencing work on another street or work area. Below is a list of schedule requirements which must be adhered to during construction unless an exception is granted by the City of Reynoldsburg. If the schedule requirements below are not met, the City will withhold liquidated damages from the Contractor’s payment. Liquidated Damages of \$500.00 per occurrence and \$500.00 additional per calendar day that the Contractor remains out of compliance with the below listed Schedule Requirements.

- Once the Contractor commences Work at a specific location, the Contractor shall not demobilize or otherwise suspend the Work at this location (excluding observance of normal holidays and for conditions permitted in accordance with the Contract Documents) until the Work is substantially complete at this location.
- Curb and Curb Ramp Removal and Replacement: The Contractor shall replace curb ramps and curb no later than 72 hours following the removal of the existing curb or curb ramps. This requirement must be reflected in the Contractor’s proposed work schedule.
- The Contractor shall schedule the Work such that curbing and drive apron repairs are completed entirely on one side of the street and are open for parking before curbing and drive apron repairs commence on the opposite side of the street.
- Curb ramp installation and curb ramp repairs shall be completed prior to any asphalt surface course installation.
- Concrete walk and curb ramps shall be installed and reopened to pedestrian traffic within 7 calendar days of concrete removal at each repair location.
- On streets identified for compete curb replacement, all curb removal and replacement shall be completed prior to pavement planing.
- Pavement Planing, SAMI Seal and Asphalt Paving: The asphalt resurfacing, which includes pavement planing, spot full depth repairs, placement of SAMI seal, and asphalt paving shall all be completed within one street or area before the Contractor advances to a new street or area. The time between pavement planing and paving of the surface course asphalt shall not exceed 14 calendar days. The time between placement of SAMI seal and placement of surface course asphalt shall not exceed 48 hours.
- Asphalt surface course installation must be completed within 14 calendar days after the existing asphalt surface has been milled.
- The Contractor shall notify the City 24 hours in advance of disturbing existing loop detectors.
- Damage to existing street lighting cable shall be temporarily repaired by the Contractor by the end of the day on which the damage occurs. Permanent repairs to street lighting cable and other street lighting facilities shall be repaired as directed by the City.
- Pavement Markings: Permanent pavement markings for the arterial streets shall be placed within 24 hours of the completion of asphalt paving. Pavement markings for the residential streets shall be placed within 7 calendar days of the completion of asphalt paving on those streets. When these timeframes are not met, the Contractor shall immediately install temporary pavement markings at no cost to the City.
- Topsoil, Seed, and Mulch: Yard areas that are damaged from construction of sidewalk, curb ramps, curbs, or other project improvements, shall be backfilled with topsoil to the pre-existing grade and seeded / mulched within 7 days of concrete placement. See Standard Topsoil, Seeding, Fertilizer and Mulching and Watering notes for additional requirements.

- The Contractor is required to provide bi-weekly schedule updates using appropriate scheduling software and provided in a format acceptable to the City.
- Restoration, in accordance with the Contract Documents, shall be performed within 7 calendar days after completion of the activity that caused the ground disturbance.

81. RESIDENT NOTIFICATION

The Contractor shall be responsible for providing resident notification prior to the commencement of work. Affected residents will be notified no less than Forty-Eight (48) hours prior to the commencement of work through a door hanger provided and distributed by the Contractor that is first approved by the City and the Engineer.

The Contractor must provide pre-notification of work no less than Forty-Eight (48) hours prior to work being performed that will have an effect on residents and/or businesses. The pre-notification must be in writing and it must include: (1) Contractor name and 24-hour phone number; (2) a description of work being performed; (3) a list of restrictions on the effected residents and/or businesses; (4) instructions to effected residents and/or businesses.

The Contractor shall also post “No Parking” signs in appropriate areas no less than 48 hours in advance of any parking restriction. The signs shall be printed on cardstock and the wooden stakes for “No Parking” signs shall be 1-in. x 2-in. x 36-in. “No Parking” signs must be installed, maintained, revised (if delays cause an adjustment in parking restriction), and removed by the Contractor. No additional compensation will be paid for resident/business notification or posting required signage.

As set forth herein, the Contractor shall provide all notices required under the Contract Documents and Specifications strictly in the manner prescribe therein. The Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents (hereinafter collectively referred to as the “City”) against any and all claims, actions, damages, costs, and legal liability of every name and nature that the City may sustain, incur or be required to pay (including, but not limited to, consultant and attorney’s fees, disbursements, costs or other expenses) arising out of or in connection with the Contractor’s failure to strictly comply with the notice provisions imposed under the Contract Documents and Specifications.

The City may retain any amounts due or that may become due to the Contractor as may be necessary to satisfy any claim for indemnification under this provision. The Contractor’s obligation under this Section shall not be deemed waived by the failure of the City to retain in whole or any part of such monies due to the Contractor, nor shall such suit, action, damages and/or costs have to have been resolved or determined prior to release of any monies to the Contractor under the Contract, nor shall such obligation be deemed limited or discharged by the procurement of any insurance for liability for damages imposed by law upon the Contractor, its subcontractors or suppliers, or the City.

82. RESTORATION AND CLEANUP

It is the intent of the City to keep inconvenience to the property owners to an absolute minimum. All sawing of concrete, bricks and asphalt will be done by “wet” sawing. All surfaces open to vehicular or pedestrian traffic will be maintained in a clean condition.

All work prescribed and described in these Specifications is situated in improved areas. All work is to continue on a uniform basis and on schedule, particularly the restoration and clean-up of disturbed areas after the construction of walks, curbs, drives, etc. The City will pay only for those items that are completed in their entirety including restoration and cleanup.

Contractor and Subcontractor shall at all times: (a) keep the Project and work sites free from all rubbish and debris; (b) broom clean each of its work areas prior to discontinuing work each day; and (c)

cleanup to the satisfaction of the City, including, but not limited to, trash (food containers, paper, cigarette butts, cans, bottles, cups, etc.) and or materials deposited or placed by or resulting from its work (dirt, grease, concrete, sand, wet-saw slurry, or other construction materials, etc.). If Contractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from the City of non-compliance, the City may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due to the Contractor.

83. MANAGEMENT OF SUBCONTRACTORS

The Contractor is fully responsible for all acts and omissions of its Subcontractors and Material Suppliers and is responsible for scheduling and coordinating their work. A representative of the Prime Contractor, under Contract with Reynoldsburg, shall be on site during Subcontractor performed work to ensure that proper notice is given to property owners, work sites are kept clean and safe, and that the Subcontractor’s work is performed according to the plans and specifications.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the City, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City, be removed forthwith by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the City. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City may withhold all estimates, which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.

84. WORK LIMITS

In addition to direct requirements of the contract specifications, the Contractor shall observe and conform to the specific requirements of all rights-of-way including easements, court entries, rights-of-entry or action filed in court in accordance with the code of applicable governing agency. The cost of the operations necessary to fulfill such requirements shall be included in the price bid of the various items of the contract unless specific provision is made in the Contract Specifications.

85. MOBILIZATION

Due to the nature of this work and the work schedule requirements, multiple mobilizations will be required throughout the project. No additional mobilization costs will be paid for variations in the Contractor’s proposed work schedule that are required by the City.

86. MISCELLANEOUS WORK

The Contractor shall furnish all labor, materials, tools, equipment, services, and related accessories for a complete project, as shown and described in the plans and specifications. The price for items of work or materials shown on the plans or provided for in the specifications or special provisions for which no specific method of payment is provided, shall be performed by the Contractor and the costs included among the various bid items. Submission of a bid shall be considered evidence that the bidder is satisfied with the plans and conditions, as shown. No additional compensation will be paid to the Contractor for compliance with the plans, specifications, or special provisions.

SUPPLEMENTAL PROJECT NOTES CONTINUE ON SHEET 8...



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR
2025 REYNOLDSBURG STREET
RESURFACING PROGRAM
SUPPLEMENTAL NOTES

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SCALE: NONE

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SUPPLEMENTAL PROJECT NOTES CONTINUE FROM SHEET 7...

87. CONTRACTOR SITE VISIT

The Contractor is required to visit the site and fully become aware of all conditions affecting the scope of the work presented in the contract documents. Failure of the Contractor to visit the site shall not relieve the Contractor of any responsibility in the performance of this Contract.

88. CONTINGENCY QUANTITIES

The Contractor shall not order materials or perform work for items designated by plan note to be used "As Directed By The City" unless authorized by the City. The actual work locations and quantities used for such items shall be incorporated into the final change order governing completion of this project.

89. CONTRACT WORK PERFORMED BY THE CITY

In the event that it becomes necessary for the City to perform work of an immediate nature (such as the placement of barricades or replacement of signs or other warning or protective devices) required of the Contractor by this contract because of failure or refusal of the Contractor to perform such work, the Contractor shall reimburse the City at the Rate of 2.5 times the actual cost of labor, materials and equipment necessary to perform such work. The City shall be reimbursed by the Contractor by way of a deduction from the Contractor's net payment under the Contract.

90. PROJECT SCHEDULE AND MILESTONE CONSIDERATIONS

This project may be subject to numerous schedule and/or sequencing constraints based upon adjacent projects and coordination with the public. As such, the need to adhere to these constraints is of critical importance to the Owner. Any costs associated with adhering to these schedule constraints shall be the sole responsibility of the Contractor and shall be included in the bid prices for the various project items.

The following contract schedule constraints are hereby established for this work:

Completion of work: Base Bid and any Additional Bids shall reach substantial completion 120 calendar days from the Notice to Proceed.

91. AS-BUILT INFORMATION

Upon completion of construction for each phase of storm sewer work, the Contractor shall furnish the City a tabulation of structure numbers, the elevation of the valves, fittings, services, and fire hydrants, providing the location and elevation as proposed on the plans, and as built. Show all sizes and types of valves and pipes. Special detail drawings may be required where installations are not shown on approved drawings as required for clarity. Typical water service installation details with deviations from original plans shall be noted on as built drawings. Further, a tabulation of stationing and top of curb elevation, as built, at the ends of all streets, that are to be extended in the future, shall be submitted. The City will determine adjustments, if any, that are necessary and all necessary adjustments shall be done prior to submittal of "as built" drawings.

The original tracings, revised "as built", and two sets of prints shall be given to the City prior to any tap permits being issued, or acceptance by the City for the one year maintenance period. The information shown on the "as built" plans shall be from field measurements. Water services and main line valves shall be located by street stationing. Top of casting elevations for all storm sewer structures and any variance in the horizontal location of the utilities from that shown on the approved plans, shall be shown.

92. SUBSTANTIAL COMPLETION AND PROJECT CLOSEOUT

When the Contractor believes the work has reached the point where the project is ready for its intended use, the Contractor shall notify the Owner that the project is substantially complete. The Owner or the

Owner's representative will conduct a field review to verify the project is substantially complete. The Owner or the Owner's representative will inspect the work and categorize it as one of the following:

- 1. Unacceptable or not complete.
- 2. Substantially complete with punch list items.
- 3. Substantially complete.

If the Owner or the Owner's representative finds the work to be substantially complete or substantially complete with punchlist items, the Owner or the Owner's representative will record the date of substantial completion and relieve the Contractor of maintenance responsibility with the exception of maintenance related to unfinished punchlist items.

The Owner or the Owner's representative will provide a written punch list to the Contractor, which must be completed prior to final acceptance and release of retainage. The punchlist and preparation and submittal of as-built drawings must be completed within 45 consecutive calendar days of punchlist issuance to the Contractor. In the event certain punchlist items cannot reasonably be completed within that timeframe due to material lead times, weather, or other reasons, the Owner or the Owner's representative will negotiate a reasonable time extension with the Contractor for those items only. The Contractor shall notify the Owner in writing when the punchlist is complete and the Owner or the Owner's representative will reinspect. The Contractor shall complete all items on the list within such 45-day period or such other time as is specified. If the Contractor fails to complete the list in the specified timeframe, the Owner in its discretion may perform the work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the contract price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', inspectors', and Engineer's fees. The Contractor's warranties under the contract documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Owner or the Owner's representative for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense. In the event the list is not completed within the specified timeframe, the Owner may assess liquidated damages through a reduction in final payment of retainage.

Neither substantial completion, partial acceptance, final acceptance, nor completion of the contact relieves the Contractor of any responsibilities to properly perform or correct the work or repair damage or waives any remedies to which the Owner is entitled under the Contract.

After Contractor has, in the opinion of the Owner or the Owner's representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents and other documents, Contractor may make application for final payment following the procedure for progress payments. Along with the final payment, the Owner's representative will make a recommendation to the Owner for final acceptance of the project. If accepted by the Owner, this will establish the beginning of the one-year warranty period.

93. ITEM 253 - FULL DEPTH PAVEMENT REPAIR, PER DETAIL B

This item shall consist of removal of existing pavement and the construction of the paving section per the detail provided. All pavement removal shall be conducted as directed by the City or the City's representative to subgrade via either milling or full-depth sawing. Contractor shall not begin removal until the City or the City's representative has marked out the limits of removal according to the plans. No payment shall be made for full depth repairs that are outside the scope described in the plans and marked in the field. All pavement repairs shall take place prior to resurfacing, and shall match

the elevations of adjacent existing pavement. Minimum width of repair shall be 4'. All maintenance of traffic costs shall be included in the price bid for this item. This item shall include the cost for all pavement removal within the limits described above. No additional payment shall be made for pavement removal within those limits.

97. ITEM 441 - ASPHALT CONCRETE, COMPLETE

These items shall consist of the furnishing and placing of Asphalt Concrete on prepared existing pavement surfaces. The asphalt concrete mix shall meet CMSC Item 448 as specified for each street, except as modified herein. The Contractor shall ensure that pavement surface is thoroughly cleaned before application of tack coat or asphalt.

The Contractor shall submit a Marshal Mix Design to the Engineer prior to paving operations and the Engineer shall make the final approval of the mix to be used. A scratch course shall be placed in all areas where total asphalt thickness will be greater than 1-1/2", unless this requirement is waived by the Engineer. A butt joint shall be provided to meet the existing grade or conditions at all intersecting streets and driveways, as directed by the Engineer. All butt joints shall be sealed with hot bitumen (PG 64-22) and blotted with sand. Care shall be taken adjacent to curb ramps not to exceed a 2% crown and no lip from top of pavement to top of concrete. Submittals for all asphalt material shall be required at least two weeks in advanced of paving operations. The gradation for 441 Leveling Course shall not contain aggregate greater than 1" in size.

No Asphalt Concrete is to be placed unless the surface temperature is at least 45 Fahrenheit and rising. No Asphalt Concrete shall be placed during periods of precipitation or on wet surfaces.

Any area that cannot be reached by rollers shall be hand tamped with a vibratory plate compactor. The Contractor shall use a Blaw Know #120, a Barber Green #SA_41, or an approved equal paving machine. Additionally, the paver will be equipped with corner cut off plates or fillets on the inside of both wings. The paving machine shall be equipped with a vibratory screed and each paved lane shall be no wider than the vibratory screed. A ten-foot straight edge and level are to be kept on the paving machine at all times and shall be used to check surface tolerances and critical drainage areas. Heating equipment and liquid asphalt cement shall be kept on the project at all times to be used on feathered areas and as directed. Basis of unit payment shall be in tons based on the Weight Tickets given to the Resident Project Representative on the day of paving. No payment will be made for any other Weight Tickets. The Contractor shall be responsible to keep accurate records of the tons used on each street. The scales used shall be certified by and an approved independent testing agency immediately prior to the start of paving.

Quality control shall be performed by an approved independent testing agency in accordance with CMSC 441.11 and the cost shall be included in the unit price bid for 441. Daily Reports shall be sent directly to the City or the City's representative from the independent test agency. Payment for asphalt will not be made without passing quality control reports for gradation and bitumen content. One sample will be required for each street paved, minimum.

After completion of paving, the City or the City's representative will inspect the paved areas directly after a significant rain event (more than 1/4"). If any ponding is found to be present, the City or the City's Representative will give notice to the Contractor and the Contractor will re-mill, pave and/or heat weld the ponding areas as required to remove any low areas which hold more than 1/20" of water at no additional cost.

SUPPLEMENTAL PROJECT NOTES CONTINUE ON SHEET 9...



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

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SCALE: NONE

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SUPPLEMENTAL PROJECT NOTES CONTINUE FROM SHEET 8...

98. ITEM 608 - REMOVE & REPLACE CONCRETE CURB RAMPS & SIDEWALKS

This item includes the excavation and off-site disposal of excavation spoils where no existing sidewalk or curb ramp exists, replacement of existing sidewalks including curb ramps, grading and compaction of sub-grade, barricades, lights, backfilling, seeding, repair of damaged lawn sprinkler equipment, and complete restoration of disturbed areas. The removals shall be done in the order specified by the Engineer. The Contractor's price bid shall be complete to include any and all necessary layout, forming, and re-forming required to meet ADA requirements. This item includes the ramp, landing, and any transition sidewalk panels that must be replaced to ensure the new ramp conforms with ADA requirements.

Curbs to be dropped for curb ramps shall be constructed and paid for under Item 609. The new curb ramps shall be formed and placed separately from the curb and from the landing. The Contractor shall install detectable warnings per Columbus 1551, Type E, Red in color, this item will be paid under item 608 Detectable Warning System, 2' x 4' (Per City of Columbus 1551, Type E, Red in Color). The ramps shall not be removed until the detectable warnings have been delivered to the job site. In some cases the curb & gutter adjacent to the ramp may need to be replaced due to existing damage or to maintain the required transition. When approved by the City or the City's representative (prior to removal of the ramp) the curb replacement will be paid under Item 609.

Concrete shall conform to Columbus Class "COC 5" with 57 limestone coarse aggregate and no less than 715lbs of cement per cubic yard, no fly ash or GGBF slag, 4500 psi minimum 28 day compressive strength and 0.45 maximum water/cement ratio. Driveway sidewalks will require Columbus Class "COC MS" concrete.

The Curb Ramps shall be built in conformance with all requirements of The City of Reynoldsburg, The Americans with Disabilities Act (ADA), and Reynoldsburg Standard Construction Drawings. The Contractor's attention is directed to the following requirements:

1. The maximum slopes up and down the ramp shall not exceed one inch per foot (8%).
2. The maximum transverse slope shall not exceed two (2%) percent.
3. Every curb ramp shall lead directly into a landing that is forty-eight inches square, minimum.
4. The maximum slope on the landing in any direction shall not exceed two (2%) percent.
5. There shall be no sharp vertical rise (lip) on any portion of new ramp, landing, sidewalk or curb and gutter or edge of pavement.
6. The maximum slope in the direction of travel on any new portion of sidewalk should not exceed five (5%) percent. Exceptions will be granted when the slope of the surrounding ground exceeds five (5%) percent in the direction of traffic for an extended length.
7. The maximum transverse slope on any new portion of sidewalk shall not exceed two (2%) percent.
8. The minimum width of a curb ramp is four (4') feet.
9. The curb ramp is to be constructed to be as close to perpendicular as possible to both the curb and the landing.
10. Curb ramps should be free of obstructions; there shall be no valve boxes, service boxes, poles hydrants, manhole lids, or curb inlet lids within the limits of the ramps.
11. All new concrete and asphalt shall drain completely. Any areas determined to be holding water one (1) hour after a storm event, will be removed and replaced to create positive drainage at the Contractor's expense.
12. Felt joints shall be placed between all old and new concrete, between sections of concrete poured at different dates, and at other locations designated by the City or the City's representative.
13. The Contractor shall properly barricade the ramp area during construction and shall not remove barricade until the new ramp is

100% complete and fully ADA accessible. The contractor shall replace all curb ramps within five (5) working days of removal to keep impacts to public access at a minimum. If any locations exceed this time limit, then all removal operations shall stop until the contractor is in compliance. This time limit of 5 working days also applies to the installation of the rubber detectable warning surface and all other work required to make the ramp complete and useable.

These sidewalks shall be constructed in close conformity with lines, grades, dimensions, and thickness as shown in Reynoldsburg's Standard Construction Drawings (BROOM FINISH IS REQUIRED). The City or the City's representative will mark the centerline of each curb ramp and the approximate limits for removal of the existing curb and sidewalks. The Contractor shall be responsible for all layout and forming. If additional curb or walk must be removed to meet tolerances and grades after forming, the Contractor shall do so at the same unit price specified in the bid. No additional compensation shall be paid. Also, included in this item is the restoration and cleanup of disturbed grass areas adjacent to the newly constructed walk, relocation of signs and restoration of any lawn sprinkler piping or spray heads disturbed by the Contractor. These disturbed areas shall be restored by placing topsoil, grass seed (see mix in back of book), fertilizer and mulch (straw not permitted), in accordance with special supplemental specification for "Standard Topsoil, Seeding, Fertilizer and Mulching"

100. ITEM 609 - REMOVE & REPLACE CONCRETE CURB & GUTTER

This item involves the removal and disposal of the existing combination curb and gutter and replacement of same with Portland Cement Concrete combination curb and gutter, all as shown in the plans and as marked for removal by the City or the City's representative. Concrete for combination curb and gutter shall conform to CMSC Item 499, Class "COC 6" with 57 limestone coarse aggregate with 715 lbs. of cement per cubic yard, with no options (fly ash, water reducer or GGBFS).

All disturbed pavement shall be repaired with no less than 6" of CMSC Item 441 Asphalt Concrete, Intermediate Course, Type 2, (448), PG 64-22 asphalt within 10 working days of curb placement. Some sections of curb to be replaced are backed (or adjacent to) brick or concrete sidewalks. The Contractor will be responsible to protect and restore all adjacent concrete walks to their original condition. All adjacent brick walks shall be protected as much as is possible. If through no fault of their own the Contractor cannot protect the brick walk, they shall remove the damaged areas under this Item 609 and replace it with the provided as-directed Item 608 Brick Sidewalk, (Per R-24).

The Contractor shall take all necessary precautions to prevent damage to adjacent asphalt street pavement adjacent to curb being removed on streets where no asphalt overlay is planned. Precautions shall include, but not be limited to wet sawing existing curb with a vermeer saw and sawing asphalt full depth per Reynoldsburg's Standard Construction Drawings. Additionally, the Contractor must clean and remove any slurry that is deposited during wet-sawing.

The Contractor shall exercise special care to maintain gutter grades. Any resulting damage to existing driveways during curb replacement operations will be repaired at the Contractor's expense by sawing a joint and placing like material in the damaged area as directed by the City or the City's representative. All downspout drains encountered shall be reconnected and openings shall be installed for existing and future drains where directed. Driveway drops are to be installed as directed, for both existing and/or proposed driveways. Disturbed grass areas, including depressions, shall be restored by placing topsoil, approved seed, fertilizer and mulch material, see special specification section on "Standard Topsoil, Seeding, Fertilizer and Mulching". Curb work is to be completed on any particular street prior to the start of any paving or slurry seal operations on that street. All labor, materials, equipment, lights signs, barricades, landscape restoration, and other incidentals necessary to perform the work as outlined, including asphalt concrete repair on street where no overlay is planned, shall be included in the price bid for Item 609. No additional compensation will be allowed

over and above the contract price.

Care shall be taken in the removal of the existing curb so as not to damage or displace existing drain tile, and any existing drain tile damaged by the contractors operation, shall be restored to its existing condition or replaced with a new tile at the Contractor's expense.

All spot curb and gutter removed shall be replaced within three working days after its removal, and whenever the Contractor exceeds this time stipulation he shall suspend curb removal until he is again in conformance with this provision. Many sections of curb to be replaced will not begin or end at curb joints. The Contractor shall saw cut the existing curb and gutter full depth at these points prior to curb removal. The Contractor will also utilize full-height forms when forming curbs. The Contractor is advised that the minimum pay length for spot curb removal and replacement is five linear feet, and that many replacement sections are of the minimum length. The price for performing the saw cuts shall be included with this item. New curb that is damaged by the contractor will be removed and replaced at the contractor's expense. In lieu of replacement the City may request a 20% credit to accept damaged curb, at the City's discretion. Curb damage includes chips and fractures caused by the milling operation or asphalt compaction rollers. The new curb should be given sufficient time to cure before follow-on work is performed. Care should be taken to prevent the milling bits from contacting the new curb, existing asphalt directly adjacent to new curb should be removed by hand with pneumatic tools. Roller compaction of the underlying asphalt lifts should not contact the new curb, roller damage to new curbs is not acceptable.

The Contractor's attention is directed to the standard curb and gutter drawings in the City of Reynoldsburg Standard Construction Drawings.

103. ITEMS 644 - THERMOPLASTIC PAVEMENT MARKINGS

Pavement markings shall be installed and performed according to Items 644, of the most recent version of the CMSC. Markings shall be installed within 24 hours (arterial streets) and 7 Calendar days (residential streets) of the completion of paving operations. Payment will be based on actual lineal foot of markings placed as measured by the City or the City's representative. No payment will be made for gaps, intersections, and other sections of pavement not normally marked. Coordination between pavement marking and the installation of traffic loop detectors, or other work items that may damage newly placed street markings is essential. Any street markings damaged by other related contract work will be repaired at no additional cost to the City.

The Contractor shall prepare pavement in designated locations to the satisfaction of the City or the City's representative, including but not limited to, cleaning and removal of the removal of existing pavement markings.

SUPPLEMENTAL PROJECT NOTES CONTINUE ON SHEET 10...



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CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
2025 REYNOLDSBURG STREET
RESURFACING PROGRAM
SUPPLEMENTAL NOTES

DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577

SUPPLEMENTAL PROJECT NOTES CONTINUE FROM SHEET 9...

104. ITEM 644 - CROSSWALKS, 12" WHITE,

Shall only be placed at controlled intersections where curb ramps are located, unless otherwise specified in writing by the City or the City’s representative. Minimum spacing shall be 8’ from inside edge to inside edge and shall be located so as to completely contain each curb ramp.

Work for the item Crosswalks, 12” White, will be located at various intersections throughout the city where identified by the City or the City’s representative. This item is intended to restripe existing crosswalks in the City that have faded or been removed. The City or the City’s representative will identify all locations that crosswalks shall be replaced. Contractor shall not commence work until written notification is given by the City or the City’s representative. The Contractor shall prepare pavement in designated locations to the satisfaction of the City or the City’s representative, including but not limited to, cleaning and removal of the removal of existing pavement markings. Cost for all work and coordination shall be included in the per linear foot unit price bid for Item 644 Crosswalk, 12” White, As Directed.

105. ITEM 644 - STOP BARS, 24" WHITE, AS DIRECTED

Stop lines where used, should be placed 4 feet in advance of and parallel to the nearest crosswalk line or curb ramp. In the absence of a marked crosswalk or curb ramp, the Stop Line should be placed where cross–corner vision is maximum. In no case should the Stop Line be placed more than 30 feet or less than 4 feet from the nearest edge of the intersecting roadway.

If a Stop Line is used in conjunction with a Stop sign, it should ordinarily be placed in line with the Stop sign. However, if the sign cannot be located exactly where vehicles are expected to stop, the Stop Line should be placed at the stopping point.

Work for the item Stop Bars, 24” White, Various Locations will be located at various intersections throughout the city where identified by the City or the City’s representative. This item is intended to restripe existing stop bars in the City that have faded or been removed. The City or the City’s representative will identify all locations that stop bars shall be replaced. Contractor shall not commence work until written notification is given by the City or the City’s representative. The Contractor shall prepare pavement in designated locations to the satisfaction of the City or the City’s representative, including but not limited to, cleaning and removal of the removal of existing pavement markings. Cost for all work and coordination shall be included in the per linear foot unit price bid for Item 644 Stop Bars, 24” White, As Directed.

106. ITEM SPECIAL - TOPSOIL, SEEDING, FERTILIZER AND MULCHING

Each of the various items includes Topsoil, Seeding, Fertilizer, and Mulching. This is not a separate Pay Item, but shall be included in the price bid for all concrete sidewalk, curb ramps, curb and gutter, roof drains, underdrains, bike paths, and retaining wall installation. All topsoil shall be of the highest quality and free of all stones, trash and other deleterious materials greater than ¼”. Organic content shall be tested by an approved lab and certified to be between 10–20% by weight, and a lawn roller or other method of minimal compaction should be used to establish a smooth consistent grade during the topsoil placement and prior to seeding. Settled areas shall be refilled and made smooth.

The grades shall match all existing landscape and new concrete work. The Contractor shall scarify the soil surface to open the soil prior to seeding. All Seeding, Fertilizer, and Mulch shall be placed within 3 working days of placing Topsoil. The seeding and fertilizer mixes shall be approved by the Engineer, and shall be installed per the manufacturer’s recommendations. No weeds or undesirable grasses will be accepted in the final inspection. If the initial seeding is not 95% established within 30 days of placement, the Contractor shall re–seed, fertilize, and mulch the bare areas until an acceptable stand of grass is established as approved by the City or the City’s representative. All

seeding and mulching shall be placed by a hydroseeding/hydromulching machine. Broadcasting dry seed with straw or paper mulch material will not be permitted.

CITY OF REYNOLDSBURG PREFERRED SEED MIXES FOR CONSTRUCTION

- Option #1 (Spring Seeding)
- 40% Kentucky Blue Grass
- 20% Creeping Red Fine Fescue
- 20% Chewings Fine Fescue
- 20% Penn Fine Perennial Rye Grass
- Option #2 (Fall Seeding)
- 30% Kentucky Blue Grass
- 20% Creeping Red Fescue
- 50% Perennial Rye (Penn Fine, Keystone, or equal)

Fertilizer: 12–12–12 at 20 pounds per 1,000 square feet
(dry or liquid)

107. ITEM SPECIAL - WATERING

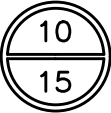
All disturbed areas receiving topsoil, seed, fertilizer and mulch will have included in the cost for those items watering of the disturbed areas per ODOT 659.17.

108. ITEM SPECIAL - CONCRETE CURE AND SEAL

All exposed exterior concrete finished flatwork is to receive 2 coats of Dayton Superior Cure & Seal 1315 EF, VOCOMP–25 Cure & Seal, or approved equal. This is not a pay item, payment is to be included in each of the various contract items, including but not limited to:

- Combined Curb and Gutter
- Sidewalks and curb ramps

No other method or curing compound will be permitted. This specification supersedes any other note on the standard drawings which may conflict.



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CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR

2025 REYNOLDSBURG STREET
RESURFACING PROGRAM

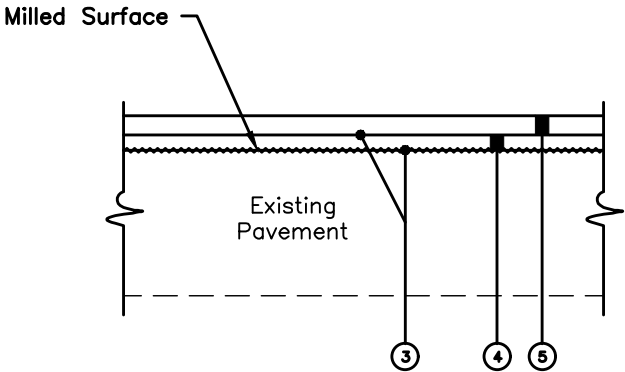
SUPPLEMENTAL NOTES

DATE: August 2025

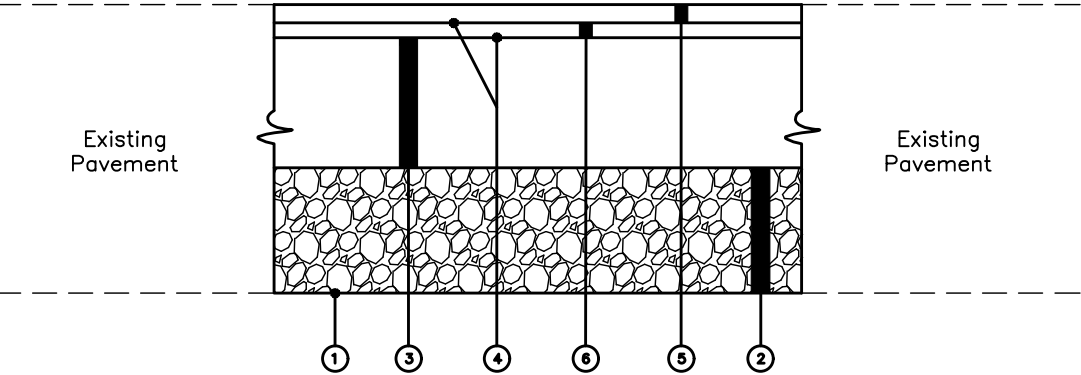
SCALE: NONE

JOB NO.: 2025-0577

Estimate of Quantities					
Ref.	Spec	Item No.	Description	Quantity	Units
1	CMSC	202	Concrete Sidewalk Removal	102	SF
2	CMSC	253*	Full Depth Pavement Repair, Per Detail B	352	SY
3	CMSC	254	Planing, T=2.5" +/-	5,374	SY
4	CMSC	407	Trackless Tack Coat (0.1Gal/SY)	1,075	Gal
5	CMSC	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	448	TONS
6	CMSC	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	299	TONS
7	CMSC	608	Detectable Warning System, 2' x 4', Per COC 1551, Type E, Red	8	EA
8	CMSC	608	Remove & Replace Concrete Curb Ramps & Sidewalk, Per R-10A	8	EA
9	CMSC	609*	Remove & Replace Concrete Curb & Gutter (Spot), T=6", Per R-6	425	LF
10	CMSC/SS	644	Stop Bars, 24" White	12	LF
11	CMSC/SS	644	Crosswalk Line, 12" White, Type 1	250	LF
12	CMSC/SS	644	Crosswalk Line, 12" White, Type 2, Per COC 1648	80	LF



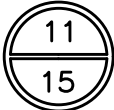
A DETAIL - PAVEMENT RESURFACING T=2.5-IN
Not To Scale



B DETAIL - FULL DEPTH PAVEMENT REPAIR
Not To Scale

- ① Item 204 – Subgrade Compaction
- ② Item 304 – Aggregate Base, T=6–in
- ③ Item 305 – Portland Cement Concrete Base, T= 7–in, "COC 6" or "COC MS"
- ④ Item 407 – Non–Tracking Tack Coat (0.1 Gal/SY)
- ⑤ Item 441 – Asphalt Concrete Surface Course, Type 1, (448), PG 64–22, T= 1.5–in
- ⑥ Item 441 – Asphalt Concrete, Leveling Course, Type 1, (448), 1.0" +/-

Notes: Items 407 and 441 shall be paid for under the specified items as part of the resurfacing.



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
2025 REYNOLDSBURG STREET
RESURFACING PROGRAM
ESTIMATE OF QUANTITIES & PROJECT DETAILS

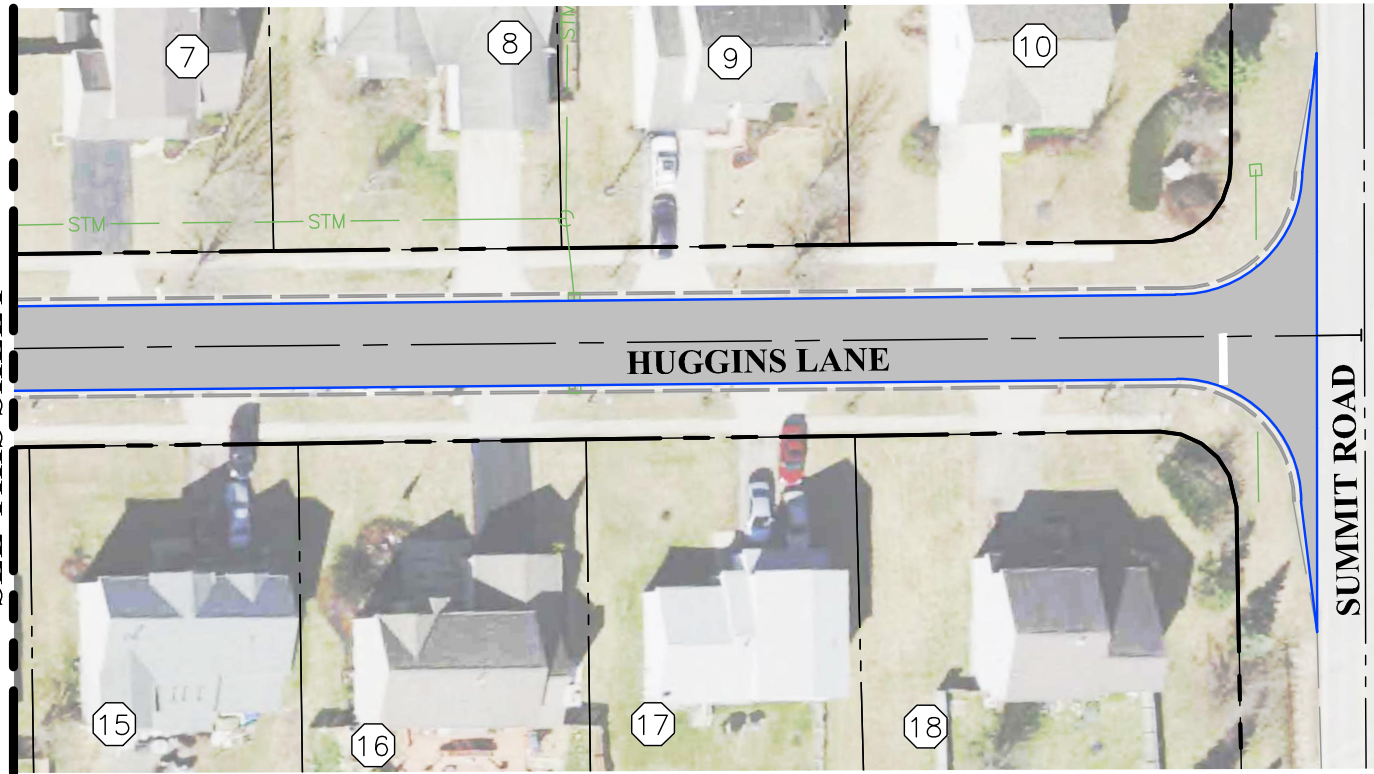
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DATE: August 2025

SCALE: NONE

JOB NO.: 2025-0577

MATCHLINE STA 405+00
SEE THIS SHEET



LEGEND

Pavement Resurfacing, T=2.5", Per Detail A

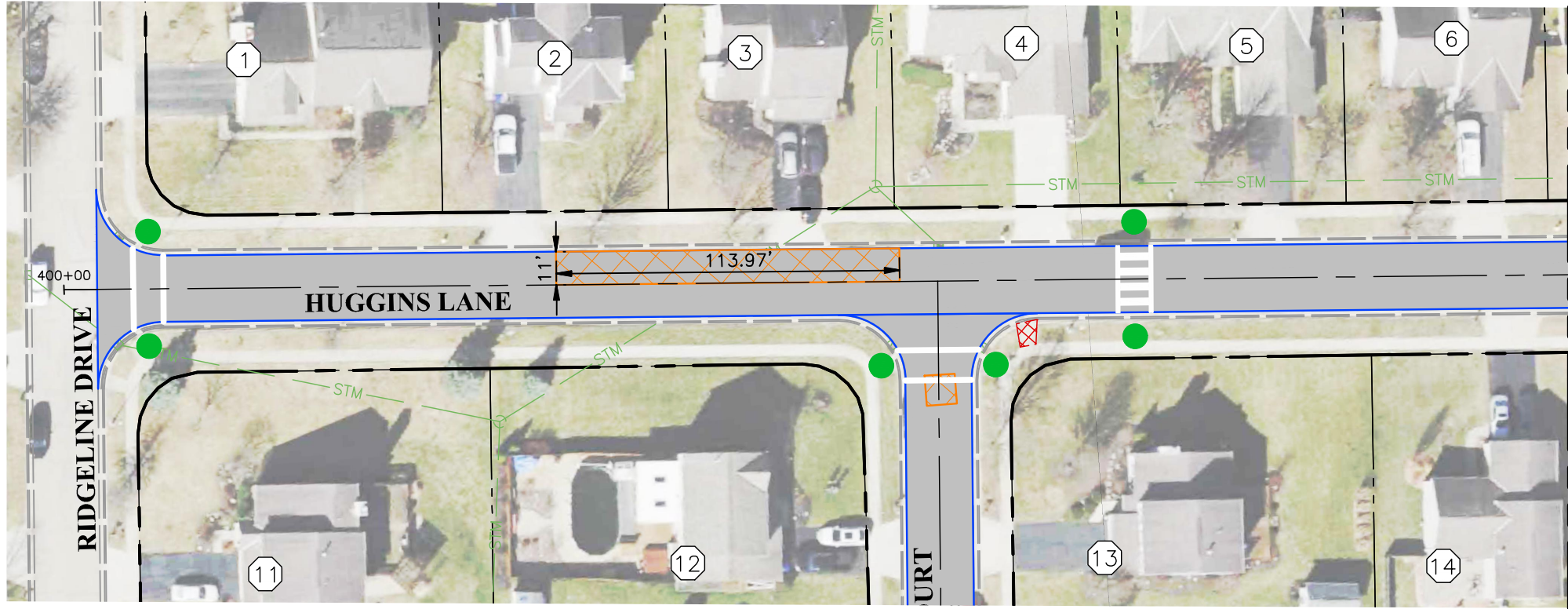
Full Depth Pavement Repair, (Residential), Per Detail B

Concrete Sidewalk Removal

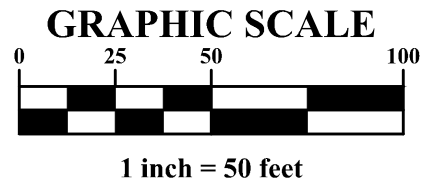
Remove & Replace Concrete Curb Ramps



* Full depth repair limits are shown, based on field measurements obtained during design, as a contingency to be used as needed during construction. Actual limits of repairs will be marked in the field by the City's representative prior to construction and will supersede the limits shown herein.

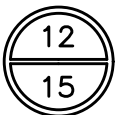


MATCHLINE STA 405+00
SEE THIS SHEET



OWNERS INFORMATION

REF.	PARCEL ID	SITE ADDRESS	OWNER NAME
1	090-141180-00.193	9250 HUGGINS LN	JOSEPH DOUGLAS J & KARA L
2	090-141180-00.194	9260 HUGGINS LN	TAMANG DILIP & RAI JASUDA
3	090-141180-00.195	9270 HUGGINS LN	MCFARLAND APRIL MAY
4	090-141180-00.196	9280 HUGGINS LN	GURUNG MONI & SHANTI
5	090-141180-00.197	9290 HUGGINS LN	JOSEPH ROSALEE A TRUSTEE
6	090-141180-00.198	9300 HUGGINS LN	AMH 2014-2 BORROWER LLC
7	090-141180-00.199	9310 HUGGINS LN	MISHRA PREM
8	090-141180-00.200	9320 HUGGINS LN	CORDI VINCENT & BONITA C
9	090-141180-00.201	9330 HUGGINS LN	SARNOR MIATTA Y
10	090-141180-00.202	9340 HUGGINS LN	TOOMEY MICHELE M
11	090-141180-00.179	9285 RIDGELINE DR	DAGLEY JOANNA ELISABETH & GLENN JOHN
14	090-141180-00.170	9303 HUGGINS LN	UPRETY BEDA
15	090-141180-00.169	9313 HUGGINS LN	REESE SHAWN D & TONYA L
16	090-141180-00.168	9323 HUGGINS LN	PARKER KEVIN E & TAYLOR-PARKER CARA R
17	090-141180-00.167	9333 HUGGINS LN	JULANDAH PETER & MARTHA
18	090-141180-00.120	9343 HUGGINS LN	LANGWASSER DIANE



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

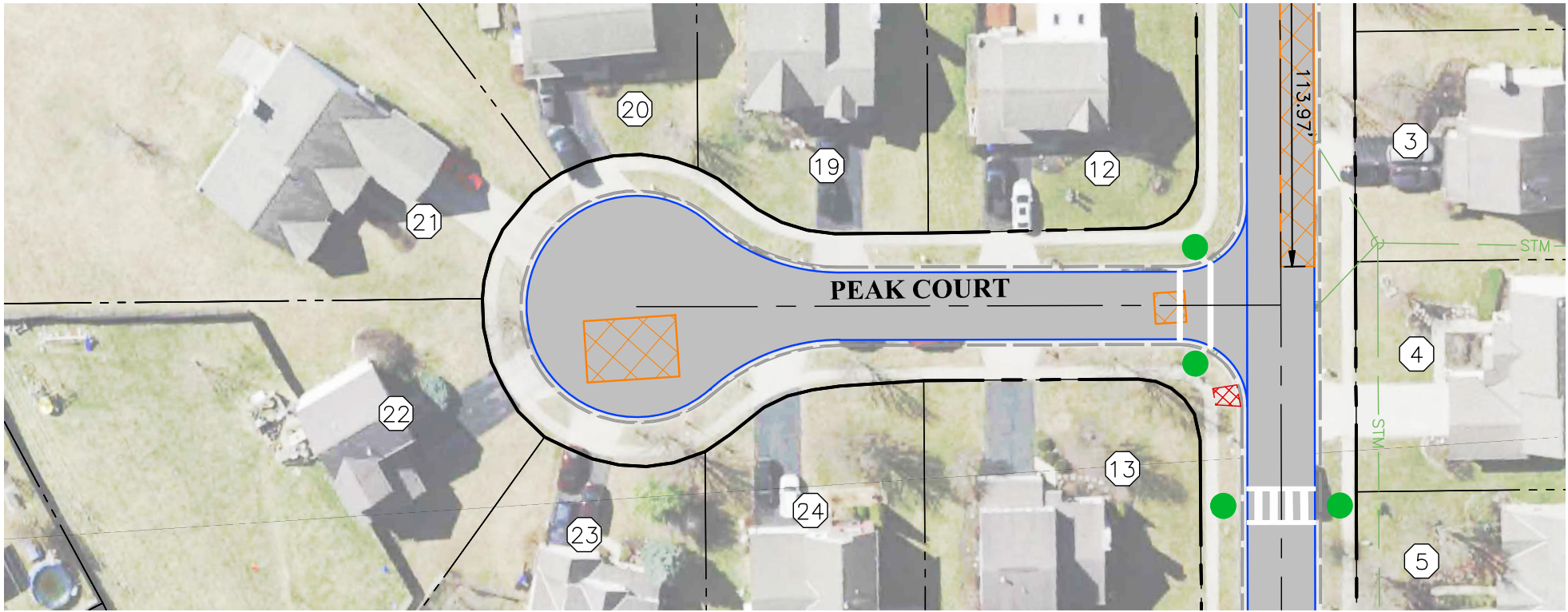
FOR
**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**
HUGGINS LANE

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DATE: August 2025

SCALE: 1" = 50'

JOB NO.: 2025-0577



LEGEND

Pavement Resurfacing, T=2.5", Per Detail A

Full Depth Pavement Repair, (Residential), Per Detail B

Concrete Sidewalk Removal

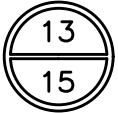
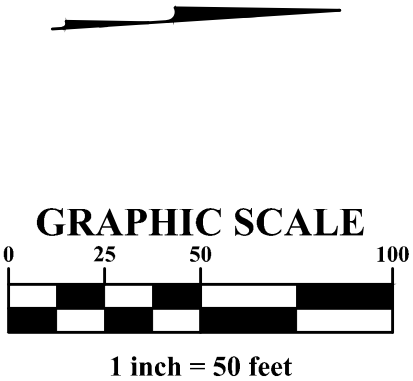
Remove & Replace Concrete Curb Ramps

* Full depth repair limits are shown, based on field measurements obtained during design, as a contingency to be used as needed during construction. Actual limits of repairs will be marked in the field by the City's representative prior to construction and will supersede the limits shown herein.



OWNERS INFORMATION

REF.	PARCEL ID	SITE ADDRESS	OWNER NAME
12	090-141180-00.178	551 PEAK CT	TURNER CHATAAN & JANELLE
13	090-141180-00.171	554 PEAK CT	KHADKA DHANAPATI
19	090-141180-00.177	561 PEAK CT	KIRKSEY KENNETH T & JACQUELINE C
20	090-141180-00.176	571 PEAK CT	NEUPANEY RUDRA & NEUPANEY DURGA
21	090-141180-00.175	581 PEAK CT	HOLMES JON W
22	090-141180-00.174	584 PEAK CT	WALKER CRYSTAL & RONALD L JR
23	090-141180-00.173	574 PEAK CT	RICHMOND NICOLE G & EDDY
24	090-141180-00.172	564 PEAK CT	PRATER BRIAN J & BEVERLY J



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR

**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**

PEAK COURT



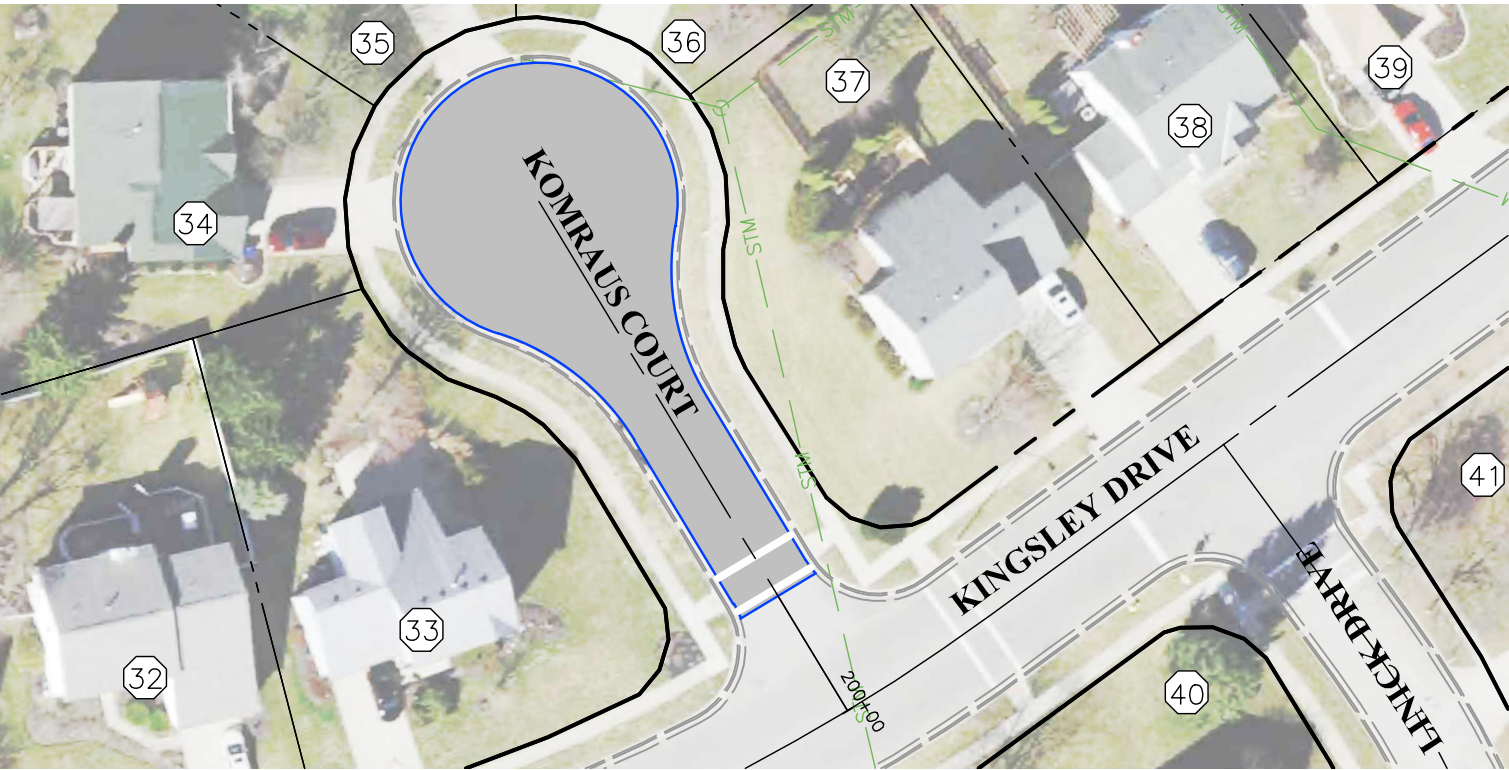
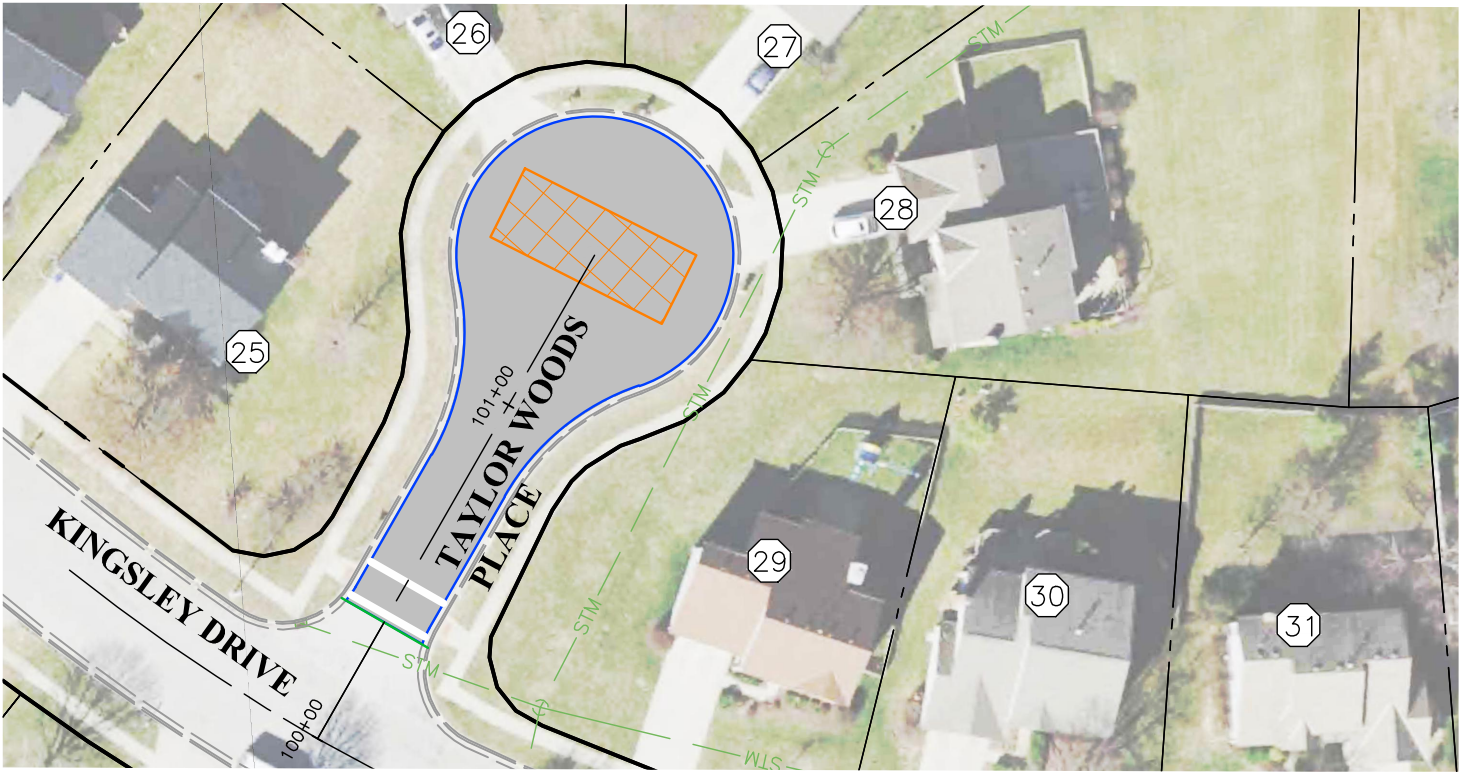
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DATE: August 2025

SCALE: 1" = 50'

JOB NO.: 2025-0577



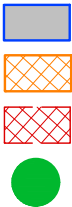
LEGEND

Pavement Resurfacing, T=2.5", Per Detail A

Full Depth Pavement Repair, (Residential), Per Detail B

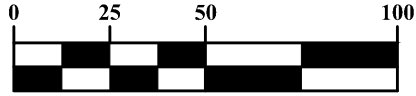
Concrete Sidewalk Removal

Remove & Replace Concrete Curb Ramps



* Full depth repair limits are shown, based on field measurements obtained during design, as a contingency to be used as needed during construction. Actual limits of repairs will be marked in the field by the City's representative prior to construction and will supersede the limits shown herein.

GRAPHIC SCALE



1 inch = 50 feet

OWNERS INFORMATION

REF.	PARCEL ID	SITE ADDRESS	OWNER NAME
25	013-027612-00.013	8698 KINGSLEY DR	ACHARYA DINA N & DAHAL BALA R & OMA
26	013-027612-00.014	1075 TAYLOR WOODS PL	GIRI BHAKTA R & MEENA
27	013-027612-00.015	1076 TAYLOR WOODS PL	FOLEY ANITA S & TIMOTHY P
28	013-027612-00.016	1084 TAYLOR WOODS PL	WILSON JASON L & JANELLE
29	013-027612-00.017	8710 KINGSLEY DR	HAZLEY JAMES & YAURI JULIA M DUTAN
30	013-027612-00.018	8716 KINGSLEY DR	BLYTHE PAUL R & BRENDA J
31	013-027612-00.019	8726 KINGSLEY DR	SUBER WILLIAM B
32	013-027588-00.101	8730 KINGSLEY DR	ESTEP BYRON A & JULIE C
33	013-027588-00.102	8748 KINGSLEY DR	GIBSON JON & CYNTHIA TRUSTEES
34	013-027588-00.103	1097 KOMRAUS CT	CARLOS BEATRIZ CARDONA
35	013-027588-00.104	1088 KOMRAUS CT	CORTEZ-FLORES ALEJANDRO & THOMAS JAMES T
36	013-027588-00.105	1096 KOMRAUS CT	JENKINS DEBORAH A & WILLIAM B
37	013-027588-00.106	8772 KINGSLEY DR	AMH 2015-1 BORROWER LLC
38	013-027588-00.107	8788 KINGSLEY DR	KABANGU GILBERT KABEYA & EFOLOKO ELYSEE
39	013-027588-00.108	8792 KINGSLEY DR	ACHARYA KUL C & TILA
40	013-027588-00.096	8782 LINICK DR	BEAVER ROBERT D TRUSTEE
41	013-027588-00.095	8789 LINICK DR	AMH 2015-2 BORROWER LP



CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING

FOR

**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**

TAYLOR WOODS LANE & KOMRAUS COURT



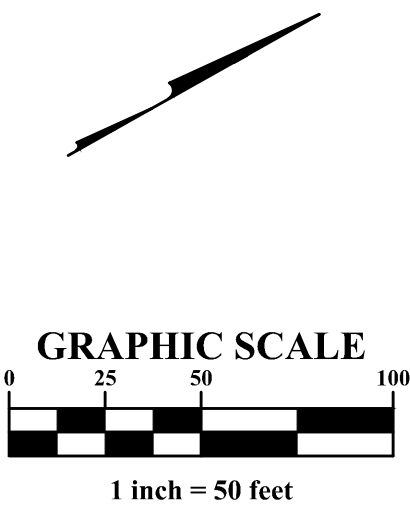
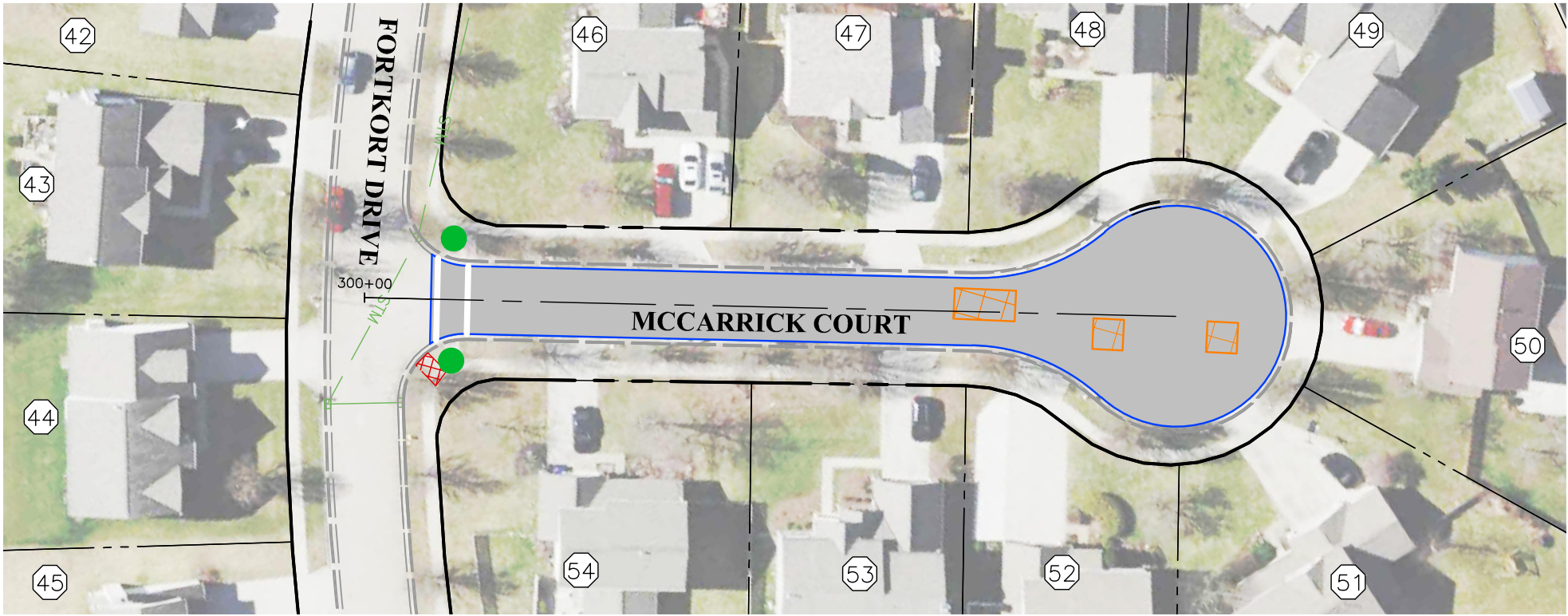
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Phone: 614.775.4500 Toll Free: 888.775.3648

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DATE: August 2025

SCALE: 1" = 50'

JOB NO.: 2025-0577

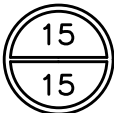


LEGEND

- Pavement Resurfacing, T=2.5", Per Detail A
- Full Depth Pavement Repair, (Residential), Per Detail B
- Concrete Sidewalk Removal
- Remove & Replace Concrete Curb Ramps

* Full depth repair limits are shown, based on field measurements obtained during design, as a contingency to be used as needed during construction. Actual limits of repairs will be marked in the field by the City's representative prior to construction and will supersede the limits shown herein.

OWNERS INFORMATION			
REF.	PARCEL ID	SITE ADDRESS	OWNER NAME
42	013-026628-00.217	943 FORTKORT DR	PIERRE LEOGENE ET AL
43	013-026628-00.216	951 FORTKORT DR	GOODEN MARK J & VALERIE R
44	013-026628-00.215	959 FORTKORT DR	WILSON JEROME JR & VINIECE V
45	013-026628-00.214	963 FORTKORT DR	SANDERS DARRYL C
46	013-026628-00.218	931 MCCARRICK CT	BASNET NAR
47	013-026628-00.219	923 MCCARRICK CT	RIMAL BHAGWAT KUMAR & CHHALI M
48	013-026628-00.220	915 MCCARRICK CT	DULANEY ERIC V & DOROTHY G
49	013-026628-00.221	905 MCCARRICK CT	BANCHE BERNARD J & TRACI L
50	013-026628-00.222	908 MCCARRICK CT	KHARKA TIRTHA & BHAGAWOTI
51	013-026628-00.223	922 MCCARRICK CT	BISWA SAHA BAHADUR ET AL
52	013-026628-00.224	934 MCCARRICK CT	BHATTARAI NAR & PARAJULI GITA
53	013-026628-00.225	938 MCCARRICK CT	JEFFREY MICHELLE L
54	013-026628-00.226	944 MCCARRICK CT	BISWA BAL B & MAYA



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CITY OF REYNOLDSBURG, LICKING COUNTY, OHIO
PAVEMENT RESURFACING
FOR
**2025 REYNOLDSBURG STREET
RESURFACING PROGRAM**
MCCARRICK COURT

DATE: August 2025
SCALE: 1" = 50'
JOB NO.: 2025-0577

LEGAL NOTICE

The City of Reynoldsburg, Ohio ("Owner") will receive sealed bids via Bid Express until **September 5th, 2025 @ 11:00 AM local time**, for all labor, material, and services necessary for the **2025 Street Resurfacing Project** as more fully described in the Contract Documents. Bids received after this time will not be accepted. Bids will be electronically opened. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest responsible bid(s).

The scope of work for this project includes the following:

- **Base Bid:** Nearly 5,000 square yards of asphalt resurfacing with sidewalk / curb ramp improvements, and pavement markings.

The Engineer's Estimate of cost for this work is as follows:

- **Base Bid: \$ 190,000**

Hard copies of the Contract Documents and Specifications will not be provided. Contract Documents and Specifications may be obtained from Bid Express only and at costs associated with the Bid Express service fee.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders. This is a prevailing wage project.

No Bidder may withdraw its bid within sixty (60) days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for each contract.

The completion of work is as follows:

- **Contract** shall be **30 days** calendar days from the Notice to Proceed.

Advertising Dates:

August 21st, 2025

August 28th, 2025



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Mayor to Accept the Sheetz Project and Associated Public Infrastructure Improvements

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE SHEETZ PROJECT AND ASSOCIATED PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, Sheetz is located at 8555 East Main Street (southeaast corner of East Main Street and Taylor Road); and

WHEREAS, this property has been constructed per the approved major site, plot, grade, utility (PGU) and building plans, and recorded with the Licking County Auditor; and

WHEREAS, the as-built Civil Engineering plans have been reviewed and approved by City's selected engineering firm; and

WHEREAS, all public infrastructure associated with said project has been constructed, including the addition and acceptance of right-of-way (new northbound right turn lane on Taylor Road required per the approved Major Site Plan), and 525 linear feet of 8" sanitary sewer (Will eventually service the upstream property to the east), and inspected per the City's standards.

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

SECTION 1. That the Mayor is hereby authorized to accept said project, which is now complete, and will be added to City of Reynoldsburg's record plans.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Authorizing the Mayor to Accept a BWC Grant for Portable Traffic Signals for the Water and Wastewater Departments

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution Authorizing the Mayor to Apply for a Bureau of Workers Compensation (BWC) Safety Intervention Grant for Portable Traffic Signals and Accept Funding if Awarded

WHEREAS, the SQ2 system (portable traffic signal) would provide needed safety for our employees inside work zones, at busy intersections and on roadways, while reducing the number of employees needed to perform traffic maintenance; and

WHEREAS, the City of Reynoldsburg is qualified to apply for a grant under the BWC Safety Intervention Program.

WHEREAS, the BWC Safety Intervention Grant Program grant will cover two-thirds (\$59,415.00) of the total cost of the SQ2 system.

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

Section 1: That the Mayor is hereby authorized to apply for BWC Safety Intervention Grant for the SQ2 System at a total cost of \$59,415.00 (City's required contribution of \$19,415).

Section 2: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate organization for obtaining financial assistance.

Section 3: That upon approval by Council, this Resolution will be effective immediately following the signature of the Mayor.



Instructions

All sections of the application must be completed. Sections I-V are required for a complete application.

BWC will review your application to approve or deny the grant. Therefore, the information you provide on this application must describe the significance of the problem and the effectiveness of the proposed solution. Incomplete applications will be returned.

Contact us

If you have questions about the application process, contact BWC.

Phone: 1-800-644-6292 **Email:** grants@bwc.ohio.gov

Section I: Employer Information

Employer name: REYNOLDSBURG

Doing business as (DBA) name: N/A

Address: 7232 E MAIN ST

City: REYNOLDSBURG

State: OH

ZIP code: 43068

County: Franklin

BWC policy number: 32505602

Federal tax ID number: 316400909

Employer contact name: Paul Hellman

Title: Superintendent

Telephone number: (614)322-4500

Email address: phellman@reynoldsburg.gov

Are you working with a grant writer? Yes ☐ No ☒

Grant writer company name:

Grant writer contact name:

Grant writer contact phone:

Grant writer contact email:

Tell us about your business or organization by describing the product or service you provide:

huio



Section II: Baseline

For BWC to objectively evaluate the effectiveness of the Safety Intervention Grant (SIG) program, we will need to gather baseline claim information.

1. Provide the number of employees that will be directly impacted by the proposed intervention: 29
2. List the claim number for each claim of injury by any employee performing tasks in the area of the intervention during the previous 12 months (baseline one-year reporting period). **Important: Whether or not your company experienced any claims in the area of the intervention is not a requirement for participating in the SIG Program.**



Section III: Current Situation and Proposed Intervention

1. Please select an item you would like to purchase.

Portable traffic signals

2. Describe the proposed equipment – include what it is and how it works. If applicable, include equipment make and model.

SQ2 System Type TS-5 TR2. Mobile traffic signal. Battery Operated and Wireless Controlled. Portable traffic signals are used during emergent and non-emergent roadside work zones to ensure safety within the work zone.

3. Provide manufacturer website links, brochure, or video for the proposed equipment.

A&A Safety: <https://aasafetyinc.com/products/portable-traffic-signals/> <https://horizonsignal.com/sq2/>

4. How often will the equipment be used by your employees, i.e., daily, weekly, or monthly?

We will be using this device at a minimum of weekly use, and some weeks will be utilized daily

5. Provide justification for the quantity of items being requested. When seeking multiple quantities of the same piece of equipment provide detailed reasons why multiple items are needed.

We are requesting one unit for a combined seven departments; this item would be used more and redefine three employees from outside of the work zone each time it is used, and make it safer for all workers and traffic. Utilizing these three employees elsewhere for more efficiency in the work zone. Provides safety by removing two employees, keeping them from getting struck by road hazards.

6. Describe how you will train your employees on the new equipment before they use it.

The Vendor will provide training within one week after delivery. We will also utilize the vendor's YouTube videos, hands-on demonstrations, and periodic evaluations to ensure our employees are using this equipment correctly and safely.

7. Provide your implementation timeline.

a. Weeks for expected delivery after ordering: up to 8 weeks

b. Weeks for installation after receiving equipment (if applicable): Immediately after vendor training (1 week)



8. To help us understand how implementing this equipment will impact your employees, we need to understand your current situation.

a. Describe how your employees currently perform the task in the area where the equipment will be used.

Currently, two employees will take a stop / slow paddle and radio to either side of the work zone. There will also be a Supervisor or lead observing with a radio to be sure the team and motorists are abiding by ODOT and local Traffic laws. They will coordinate with each other. Standing, one will stop his lane of traffic while the other releases his lane of traffic to proceed. This continues back and forth until the job is done within the work zone. The SQ2 will replace this, making it hands-free after setup and allowing the worker to acquire more on-the-job training, making the work zone safer and more efficient.

b. Check the ergonomic, safety, and industrial hygiene hazards employees are currently exposed to performing this task. Please check all of those that apply.

Ergonomic Hazards

- ☒ Repetitive Task (similar motions repeated within a short amount of time)
- ☒ Awkward Body Positions (reaching, bending, twisting, kneeling, squatting, etc.)
- ☒ Lifting or Carrying (estimated weight 100 lbs.)
- ☒ Pushing/Pulling
- ☒ Other: Standing long periods of time.

Safety Hazards

- ☒ Caught/Crushed/Pinched
- ☒ Struck By
- ☒ Slips/Trips/Falls (to same or different level)
- ☒ Cuts/Lacerations/Puncture
- ☒ Electrical (shock, fire, static)
- ☒ Thermal (burns, fire)
- ☒ Other: Tire spin out hit by small rocks.

Industrial Hygiene Hazards

- ☒ Chemical Hazards (dust and particles, reactions, fumes, vapors, mists, etc.)
- ☒ Physical Hazards (noise, extreme temperatures, radiation, etc.)
- ☐ Biological Hazards (bacteria, viruses, etc.)
- ☒ Other: If conditions are within the work zones employee would be exposed.



9. Once the equipment is implemented, describe how it will make the task safer for your employees.

Once the equipment is implemented, the employees who would be doing the flagging will no longer be out in traffic, making it safer for them and the motorists. They will also no longer be standing in one position for long periods, which can be hard on the body during any of the four seasons. The SQ2 Systems can be preprogrammed before getting to the work zone for ultimate safety.

10. Does this equipment introduce any new safety, ergonomic, and industrial hygiene hazards to your employees? If so, explain how you plan on addressing any additional hazards.

We have evaluated the potential for additional concerns and feel this will not introduce any major problems. If a motorist hits a Signal, there will still be a supervisor or lead watching the traffic to be sure the signals are operating correctly and can warn the employees if something happens that could be a potential danger. This will still further prevent the possibility of an employee being struck by a motorist. We will discuss with our employees, the need to use this equipment for their safety as well as the motorists. Hitching and unhitching and trailer towing which all these issues will be discussed and addressed in training.



Section IV: Budget

Please provide the proposed budget for the project.

Note: You may only use the safety intervention grant to purchase ergonomic, safety or industrial hygiene equipment. **You may not use the safety intervention grant for recouping the cost of any prior or ongoing interventions, or for rented or leased equipment. In addition, you may not use a safety intervention grant to pay for salaries, wages, internal labor, or any costs associated with preparing the application. You must make all grant purchases and implement the intervention equipment within one hundred twenty (120) days after the date on the BWC grant check or the electronic funds transfer.**

Note all itemized expenses associated with the project. Indicate exact costs and do not round figures. All budgets **MUST** have vendor price quotes attached for each individual item. You must subtract all discounts and equipment trade-ins from the project total.

Item	Quantity	Cost	Total
00388-F	1	\$53,000.00	\$53,000.00
00010	8	\$235.00	\$1,880.00
Wireless Remote	1	\$2,785.00	\$2,785.00
Signal Signage	1	\$1,750.00	\$1,750.00
		Subtotal:	\$59,415.00
		Freight:	\$0.00
		Tax:	\$0.00
		<i>Less all discounts and trade-in amounts:</i>	<i>– \$0.00</i>
		Total Budget:	\$59,415.00

The grant amount you are requesting is determined by the formula below.

Total amount of project (from table above)	A	\$59,415.00
Total amount supplied by BWC (either \$40,000 or less, or remaining funds in eligibility cycle)	B = A × 0.75	\$40,000.00
Total amount supplied by the employer	A – B	\$19,415.00



You will be required to upload three quotes per intervention or a quote and a sole source letter with justification of the selected intervention.

Sole Source Letter is a document that justifies the selection of a specific supplier/vendor that will provide your intervention needs specifically for this grant program. It is used to explain why a particular supplier/vendor is the only viable option for fulfilling a specific need.

Vendor quotes or sole source: ☐ Sole source letter + quote ☒ Vendor quotes

Are you selecting the lowest quote? ☒ Yes ☐ No

If no, please describe the reason for not selecting the lowest quote:

Do you have ownership, partnership or any other affiliation with the vendor of the equipment being purchased? Yes ☐ No ☒

If yes, please explain:

Are you planning to finance your portion of the grant project? Yes ☐ No ☒ If yes, you must provide a copy of the loan agreement with your receipt documentation once you receive the grant funds and make your purchase.

By my signature, I agree to fully comply with the terms and conditions of the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, or misappropriated, or are used for purchases and/or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Name of duly authorized representative: Paul Hellman

Signature of duly authorized representative:

Date: July 30, 2025

Title: Superintendent

Employer Name: REYNOLDSBURG

BWC Policy Number: 32505602



Section V: AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and REYNOLDSBURG

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between REYNOLDSBURG (hereinafter, "Employer"), with its principal place of business located at 7232 E MAIN ST, REYNOLDSBURG, OH 43068, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the safety intervention grant program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant funds for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility — Acceptance of Employer into the safety intervention grant program is contingent upon Employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, (c) having active Ohio workers' compensation coverage, and (d) being current with respect to payroll reporting and payments due to any fund administered by BWC as of the date of execution of this agreement and for its duration.

Distribution of Grant Funds — Subject to the conditions precedent in this agreement and subject to available BWC resources, Employer and BWC mutually understand and agree that the total sum of the grant to be issued by BWC shall not exceed a 3-to-1 ratio of the funds contributed by Employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$40,000. Employer must contribute \$13,333.33 in order to receive the maximum grant amount of \$40,000. Employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$13,333.33. The \$40,000 safety grant is the maximum per eligibility cycle. If Employer has not received the maximum amount of money available through the safety grant program during their eligibility cycle, Employer may reapply and have its application approved to enter into another agreement until Employer has received a total of \$40,000 for that cycle.



Employer Responsibilities — Employer, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. Employer will be responsible for using the awarded grant in the manner for which it is intended and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention. Employer understands that approved safety intervention equipment may not be rented or leased. Employer agrees to allow a BWC representative to conduct risk factor assessments. Further, Employer agrees not to eliminate jobs due to participation in the safety intervention grant program.

All interventions must receive approval prior to purchase to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. Employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, or photos for the purposes of illustrating, educating, and training employers and employees.

Time of Performance — *Employer must make all equipment purchases and implement the approved intervention equipment within one hundred twenty (120) days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of ninety (90) days, upon the request of Employer. However, the extension must be made within the initial one hundred twenty (120) day period, but no earlier than thirty (30) days prior to the end of the period. No later than one hundred twenty (120) days of receipt of the grant award, Employer must provide BWC the following information: (a) itemized expense report, (b) original paid invoices pertaining to all intervention purposes, and (c) copies of all cancelled checks or other documentation to support that all invoices associated with the interventions were paid in full.*

Employer shall provide BWC a one-year case study report which detail the number of affected population and list claim numbers affected by the intervention, if any. The one-year case study is due within 30 days of the reporting period. The one-year case study report is to be completed electronically by Employer. If the one-year case study report is not filed, or if the report is not written as described in the application, Employer shall be liable to repay the full amount of the grant.

Disqualification — If for any reason Employer fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123-17-56, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments thereof, and the obligations described in Employer Responsibilities and Time of Performance sections, Employer may be disqualified from the program. *Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant funds by one or more of the following methods: billing Employer for the grant funds received, forwarding Employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, or legal remedy.*



If Employer merges or combines its business after receiving a grant, but before completing the one year of measurement reporting, the BWC Successorship Liability Policy will go into effect. Employer is responsible for notifying the successor employer of the obligations under the safety intervention grant program. The successor employer may be liable to repay any and all previously paid grant funds if these obligations are not met.

Disclaimer — If implemented correctly by the Employer, the goal of the Safety Intervention Grant Program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that implementation of such an intervention will result in a substantial reduction or elimination of injuries or illnesses in the workplace. If awarded, the employer is responsible for creating the necessary processes, training, and ensuring regulatory compliance related to the intervention. The exclusive remedy shall be pursuant to the workers' compensation laws of the appropriate jurisdiction. In no event shall BWC be liable for any damages in contract or in tort.

Ohio elections law — Employer hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

Conflicts of interest and ethics compliance certification — Employer affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Employer affirms that a person who is or may become an agent of Employer, not having such interest upon execution of this Contract shall likewise advise the BWC in the event it acquires such interest during the course of this Contract.

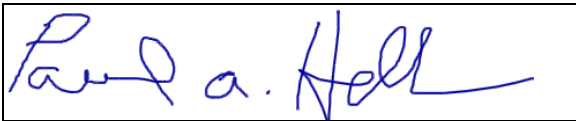
Employer agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions. Employer warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

Non-Discrimination and Equal Employment Opportunity: Employer will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages Employer to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.



Authority — The person signing below for Employer states that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with Employer; and Employer agrees that the signer or his, or her successor, will have the authority to oversee carrying out Employer's responsibilities for one year after BWC issues the funds. The signer's authority shall continue until Employer notifies BWC of the name of the successor.

By initialing this box, Employer agrees that prior purchases have not been made and will not be made prior to approval. Employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 120 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally, any changes to the original intervention must receive prior approval by BWC.



By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, misappropriated, or are used for purchases or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

In witness whereof, the parties hereunto affix their signatures this day of July 30, 2025.

Employer's full legal name: REYNOLDSBURG

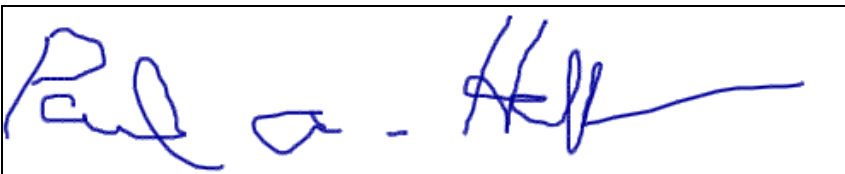
Federal tax I.D.: 316400909

Title: Superintendent

Name: Paul Hellman

State of Ohio, Bureau of Workers' Compensation
Safety Intervention Grant Program

Signature:



QUOTE

QUOTE NO
26416



1126 Ferris Road, Amelia, OH 45102
4080 Industrial Lane, Beavercreek, OH 45430
16000 Miles Road, Cleveland, OH 44128

Phone: (513) 943-6100 Fax: (513) 943-6106
Phone: (937) 912-9590 Fax: (937) 912-9593
Phone: (216) 283-8040 Fax: (216) 283-8041

TO: Paul Hellman
City of Reynoldsburg
7806 E. Main St
Reynoldsburg, OH 43068

phellman@reynoldsburg.gov

QUOTE DATE	VALID THRU	FOR	PAGE
6/3/2025	7/2/2025	SQ2 Portable Traffic Signals	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
00388-F	1ea	Horizon SQ2 Portable Traffic Signals	53000.00ea	53,000.00*
00010	8ea	SQ2 Outrigger	235.00ea	1,880.00*
WIRELESSREMOTE	1ea	Wireless Remote Package	2,785.00ea	2,785.00*
SIGNAL SIGNAGE	1ea	Rollup Sign Package for Portable Traffic Signals (2) 48" Road Work Ahead (2) 48" One Lane Road Ahead (2) 48" Traffic Signal Symbol (2) 24" x 36" Stop Here On Red (8) 22000 Sign Stand	1,750.00ea	1,750.00*

TOTAL AMOUNT 59,415.00

NOTES:

Starting 1/1/25, a 3% surcharge will be applied to all credit card transactions.

If you have any questions please feel free to contact me.

Thank you,

Jeff Blackburn
C: 513-319-6180
Email: jblackburn@aasafetyinc.com

* means item is non-taxable



SQ2[®] System

The original flagger replacement device

TS-5 Type TR2 Mobile Traffic Signal

The SQ2 system is the most dependable and user-friendly flagger safety PTS system. As with all Horizon Signal systems, the SQ2 System is engineered with the same quality and durability of SQ3 systems in a compact, ultra-portable form factor. The result is a signal that is perfect for daily work or short-term projects, with enough versatility to handle a wide range of applications including parking garages, haul roads, ramp meters, and more. The SQ2 is the real alternative to flaggers, allowing work crews to complete projects quicker and safer.

The SQ2 Portable Traffic Signal exceeds NEMA TS-5 specifications for Type TR2 PTS.

A full week of flagging
on a single battery charge

The only crash-tested
portable traffic signal



Specifications

Signal Carts Per System	4
Signal Heads Per Cart	1
Lamp Type	12" (300 mm) Diameter LED
Power Source	12V / (2) 12V batteries
Height: Operating Position	96" (244 cm)
Cart Footprint	31 x 25.5" (79 x 65 cm)
Cart Weight	420 lb. (190 kg)

SQ2 features

- The only crash-tested PTS available today
- MUTCD Compliant
- Easily converts to pedestrian crosswalk or DAD
- Wireless remote operation mode option
- Work zone indication light to provide visual cues
- Fast, efficient deployment and relocation
- Dual-Processor Malfunction Management System
- Battery power for a full week of operation on a single charge
- Easy-lift handles for maneuverability
- Meets NEMA TS-5 specifications for Type TR2 PTS

Available options

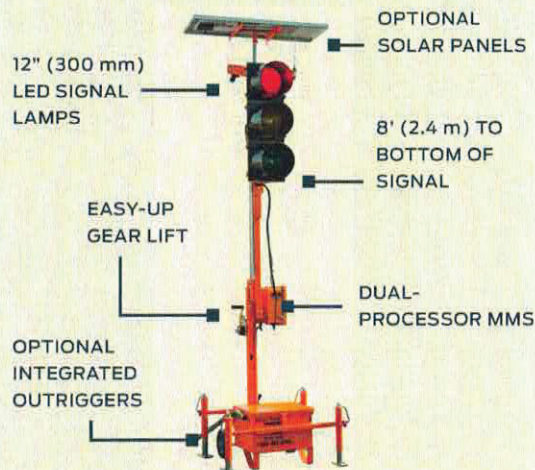
✓ **Solar Charging & Outrigger Package** — The solar charging option extends battery life while the outrigger option provides additional stabilization.

✓ **Pedestrian Crosswalk Signals** — System can be configured with MUTCD-compliant pedestrian crosswalk signal indicators.

Advanced Remote Monitoring — Receive text and/or email alert notifications of signal operation and battery voltage levels.

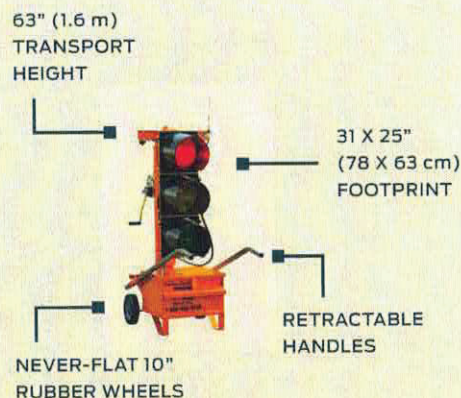
Flagger/Pilot Car Module — Allows flagger or pilot car driver to control signal status with built in safeguards.

Transport Trailer — An enclosed trailer to transport, store and accommodate charging of SQ2 signals.



NCHRP 350 TL-3 Accepted

The SQ2 system is the only NEMA Type TR2 signal that has been successfully crash tested to NCHRP 350 TL-3 crash testing standards.



Distributed by



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800.852.8796
horizonsignal.com
5 Corporate Blvd
Reading, PA 19608

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**Advancing
work zone safety**



ISO 9001:2015 Certified Quality
Management System



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

For the next succeeding fiscal year commencing January 1st, 2026

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

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

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

AND BE IT FURTHER RESOLVED that:

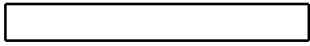
Section 1. The City Auditor is hereby authorized, on behalf of the City of Reynoldsburg to file Schedule A with the Licking County Auditor.

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

Section 3. This Resolution shall take effect immediately upon passage by Council and the Mayor's signature.

2024 Licking County Nuisance Property Lien List

Invoice #	Invoice Date	Site Address	Parcel #	Owner Name	Billing Address	Total Due
24692-01-24T	7/25/2024	1087 Starlight Dr	013-030186-00.174	Epane Ekossi	1087 Starlight Dr. Reynoldsburg, OH 43068	\$ 270.00
24962-02-24T	7/25/2024	730 Tricolor Dr	013-030180-00.213	Bernard Lorilee	730 Tricolor Dr. Reynoldsburg, OH 43068	\$ 230.00
24992-01-24T	8/8/2024	1037 Mueller Ct	013-026628-00.345	Anthony Rocco / Melanie Miller	1037 Mueller Ct. Reynoldsburg, OH 43068	\$ 230.00
25118-01-24T	1/28/2025	900 Cuthbert Ct	013-027588-00-012	Caloway & Jonnie Reeves	900 Cuthbert Ct. Reynoldsburg, OH 43068	\$ 230.00
24718-01-24T	4/26/2024	866 Campanula Ct	013-027588-00-158	FKH SFR Propco B-HLD LP	600 Galleria Pkwy Suite 300, Atlanta, GA 30339	\$ 592.00
24731-02-24M	4/29/2024	8774 Linick Dr	013-027588-00-315	Bryan Jocquelene Trustee	8774 Linick Dr. Reynoldsburg, OH 43068	\$ 282.00
24737-01-24T	5/25/2024	8402 Lucerne Dr	013-030180-00-198	Yamasa Co. Ltd	PO Box 4090 Scottsdale, AZ 85261	\$ 390.00
24877-01-24M	6/14/2024	8565 E Main St	013-027540-00.000	John Shepard	10852 Zion Rd, Thornville, OH 43076	\$ 1,510.00
						\$ 3,734.00



060-003057-00	2024	310	6/18/2025
060-001329-00	2024	235	6/18/2025
060-005659-00	2024	802	6/18/2025
060-008442-00	2024	2481	6/18/2025
060-000760-00	2024	371	6/18/2025
060-000078-00	2024	477	6/18/2025
060-004090-00	2024	455	6/18/2025
060-004064-00	2024	302	6/18/2025
060-008735-00	2024	230	6/18/2025
060-003370-00	2024	270	6/18/2025
060-004837-00	2024	255	6/18/2025
060-000856-00	2024	255	6/18/2025
060-002187-00	2024	420	6/18/2025
060-000712-00	2024	269	6/18/2025
060-007139-00	2024	390	6/18/2025
060-007370-00	2024	377	6/18/2025
060-001745-00	2024	255	6/18/2025
060-005967-00	2024	255	6/18/2025
060-008677-00	2024	805	6/18/2025
060-005846-00	2024	255	6/18/2025
060-001712-00	2024	230	6/18/2025
060-000095-00	2024	255	6/18/2025
060-005830-00	2024	269	6/18/2025
060-003552-00	2024	230	6/18/2025
060-001564-00	2024	590	6/18/2025
060-001642-00	2024	406	6/18/2025
060-000126-00	2024	620	6/18/2025
060-006845-00	2024	310	6/18/2025
060-003771-00	2024	269	6/18/2025
060-004288-00	2024	310	6/18/2025
060-001526-00	2024	255	6/18/2025
060-003751-00	2024	324	6/18/2025
060-001597-00	2024	230	6/18/2025
060-008708-00	2024	296	6/18/2025
060-005723-00	2024	550	6/18/2025
060-003197-00	2024	269	6/18/2025

013-030186-00.174	2024 M822000000	270	6/24/2025
013-030180-00.213	2024 M822000000	230	6/24/2025
013-026628-00.345	2024 M822000000	230	6/24/2025
013-027588-00-012	2024 M822000000	230	6/24/2025
013-027588-00-158	2024 M822000000	592	6/24/2025
013-027588-00-315	2024 M822000000	282	6/24/2025
013-027540-00.000	2024 M822000000	1510	6/24/2025
013-030180-00-198	2024 M822000000	390	6/24/2025



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

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

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

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

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

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

Section 3: This Resolution shall take effect immediately upon passage by Council and the Mayor's signature.

RESOLUTION NO.

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

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

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

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

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

Section 3: This Resolution shall take effect immediately upon passage by Council and the Mayor's signature.

Passed this 8th day of September, 2025.

Shanette Strickland, Council President

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____
Joe Begeny, Mayor

DATE: _____

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg, I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg, do hereby certify that the foregoing is a copy of the original, now on file, and has been compared by me with said original document, as a same true and correct copy. WITNESS by my signature, this 8th day of September, 2025.

Mollie Prasher, Clerk of Council, City of Reynoldsburg



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution to Repeal and Replace Resolution No. 2025-35 Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The amount listed on the resolution versus the total amount on the spreadsheet were not the same. There was a last minute change in counties for one property which was not transferred to the resolution.

A RESOLUTION TO REPEAL AND REPLACE RESOLUTION NO. 2025-35 AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2024) FOR COLLECTION BY THE LICKING COUNTY AUDITOR

WHEREAS, the City of Reynoldsburg has been authorized by City Council to seek collection from property owners for services completed by the City such as trash removal and yard maintenance.

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

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Licking County Auditor the nuisance costs for 2024 on the property described as follows:

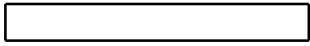
See Exhibit A attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$3,734.00 as evidenced by Exhibit A attached.

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

2024 Licking County Nuisance Property Lien List

Invoice #	Invoice Date	Site Address	Parcel #	Owner Name	Billing Address	Total Due
24692-01-24T	7/25/2024	1087 Starlight Dr	013-030186-00.174	Epane Ekossi	1087 Starlight Dr. Reynoldsburg, OH 43068	\$ 270.00
24962-02-24T	7/25/2024	730 Tricolor Dr	013-030180-00.213	Bernard Lorilee	730 Tricolor Dr. Reynoldsburg, OH 43068	\$ 230.00
24992-01-24T	8/8/2024	1037 Mueller Ct	013-026628-00.345	Anthony Rocco / Melanie Miller	1037 Mueller Ct. Reynoldsburg, OH 43068	\$ 230.00
25118-01-24T	1/28/2025	900 Cuthbert Ct	013-027588-00-012	Caloway & Jonnie Reeves	900 Cuthbert Ct. Reynoldsburg, OH 43068	\$ 230.00
24718-01-24T	4/26/2024	866 Campanula Ct	013-027588-00-158	FKH SFR Propco B-HLD LP	600 Galleria Pkwy Suite 300, Atlanta, GA 30339	\$ 592.00
24731-02-24M	4/29/2024	8774 Linick Dr	013-027588-00-315	Bryan Jocqueline Trustee	8774 Linick Dr. Reynoldsburg, OH 43068	\$ 282.00
24737-01-24T	5/25/2024	8402 Lucerne Dr	013-030180-00-198	Yamasa Co. Ltd	PO Box 4090 Scottsdale, AZ 85261	\$ 390.00
24877-01-24M	6/14/2024	8565 E Main St	013-027540-00.000	John Shepard	10852 Zion Rd, Thornville, OH 43076	\$ 1,510.00
						\$ 3,734.00



060-003057-00	2024	310	6/18/2025
060-001329-00	2024	235	6/18/2025
060-005659-00	2024	802	6/18/2025
060-008442-00	2024	2481	6/18/2025
060-000760-00	2024	371	6/18/2025
060-000078-00	2024	477	6/18/2025
060-004090-00	2024	455	6/18/2025
060-004064-00	2024	302	6/18/2025
060-008735-00	2024	230	6/18/2025
060-003370-00	2024	270	6/18/2025
060-004837-00	2024	255	6/18/2025
060-000856-00	2024	255	6/18/2025
060-002187-00	2024	420	6/18/2025
060-000712-00	2024	269	6/18/2025
060-007139-00	2024	390	6/18/2025
060-007370-00	2024	377	6/18/2025
060-001745-00	2024	255	6/18/2025
060-005967-00	2024	255	6/18/2025
060-008677-00	2024	805	6/18/2025
060-005846-00	2024	255	6/18/2025
060-001712-00	2024	230	6/18/2025
060-000095-00	2024	255	6/18/2025
060-005830-00	2024	269	6/18/2025
060-003552-00	2024	230	6/18/2025
060-001564-00	2024	590	6/18/2025
060-001642-00	2024	406	6/18/2025
060-000126-00	2024	620	6/18/2025
060-006845-00	2024	310	6/18/2025
060-003771-00	2024	269	6/18/2025
060-004288-00	2024	310	6/18/2025
060-001526-00	2024	255	6/18/2025
060-003751-00	2024	324	6/18/2025
060-001597-00	2024	230	6/18/2025
060-008708-00	2024	296	6/18/2025
060-005723-00	2024	550	6/18/2025
060-003197-00	2024	269	6/18/2025

013-030186-00.174	2024 M822000000	270	6/24/2025
013-030180-00.213	2024 M822000000	230	6/24/2025
013-026628-00.345	2024 M822000000	230	6/24/2025
013-027588-00-012	2024 M822000000	230	6/24/2025
013-027588-00-158	2024 M822000000	592	6/24/2025
013-027588-00-315	2024 M822000000	282	6/24/2025
013-027540-00.000	2024 M822000000	1510	6/24/2025
013-030180-00-198	2024 M822000000	390	6/24/2025



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Authorizing the Mayor to Accept a BWC Grant for Portable Traffic Signals for the Water and Wastewater Departments

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

TO PURCHASE A SQ2 PORTABLE TRAFFIC SIGNAL WITH A BWC GRANT AND WATER/WASTEWATER FUNDS WHERE THE GRANT WILL PAY 2/3 OF THE COST AND THE CITY PAYS 1/3 - A TOTAL OF \$59,415 WITH THE CITY PAYING \$19,415 AND THE BWC GRANT PAYING \$40,000

A Resolution Authorizing the Mayor to Accept a BWC Grant for Portable Traffic Signals for the Water and Wastewater Departments

WHEREAS, the SQ2 System (portable traffic signal) would provide needed safety for our employees inside work zones at busy intersections and roadways, eliminating the need for employees to flag vehicles while standing in dangerous roadways; and

WHEREAS, the safety of our employees is considered a priority need and the City of Reynoldsburg is qualified accept a grant awarded to the Water / Wastewater Department under the BWC Safety Intervention Program.

WHEREAS, the BWC Safety Intervention Grant Program would allow the City to purchase a SQ2 System as a one-third cost with the grant paying two-thirds of the cost.

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

Section 1: That the Mayor is hereby authorized to apply for BWC Safety Intervention Grant for the SQ2 System, a portable traffic signal, at a cost of \$59,415 with the City being responsible for \$19,415.

Section 2: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

Section 3: That upon approval by Council, this Resolution will be effective immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Licking County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

For the next succeeding fiscal year commencing January 1st, 2026

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

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

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

AND BE IT FURTHER RESOLVED that:

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

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

Section 3. This Resolution shall take effect immediately upon passage by Council and the Mayor's signature.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the Franklin County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

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

WHEREAS, the Council of the City of Reynoldsburg in accordance with the provisions of law is required to adopt a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

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

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

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

Section 3: This Resolution shall take effect immediately upon passage by Council and the Mayor's signature.

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

OFFICE OF THE BUDGET COMMISSION, FRANKLIN COUNTY, OHIO
AUGUST 22, 2025

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

THE FOLLOWING IS THE OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES FOR THE FISCAL YEAR BEGINNING
JANUARY 1ST 2026, AS REVISED BY THE BUDGET COMMISSION OF SAID COUNTY, WHICH SHALL GOVERN THE TOTAL
OF APPROPRIATIONS MADE AT ANY TIME DURING SUCH FISCAL YEAR:

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2026	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL				
GENERAL	\$15,104,236.00	\$466,491.59	\$29,359,763.35	\$44,930,490.94
SPECIAL REVENUE	\$12,075,825.00	\$345,337.76	\$4,489,376.34	\$16,910,539.10
DEBT SERVICE	\$8,241,656.00	0	\$3,985,176.00	\$12,206,832.00
CAPITAL PROJECTS	\$2,796,566.00	0	\$6,596,688.00	\$9,393,254.00
SUBTOTAL	\$38,218,283.00	\$811,829.35	\$44,411,003.69	\$83,441,116.04
PROPRIETARY				
ENTERPRISE	\$13,580,011.00	0	\$23,318,221.00	\$36,898,232.00
INTERNAL SERVICE	0	0	0	0
SUBTOTAL	\$13,580,011.00	0	\$23,318,221.00	\$36,898,232.00
FIDUCIARY				
EXPENDABLE TRUST	0	0	0	0
NON-EXPENDABLE TRUST	0	0	0	0
AGENCY	0	0	0	0
FIDUCIARY	\$3,662,491.00	0	\$8,071,747.00	\$11,734,238.00
SPECIAL ASSESSMENT	0	0	0	0
SUBTOTAL	\$3,662,491.00	0	\$8,071,747.00	\$11,734,238.00
TOTAL	\$55,460,785.00	\$811,829.35	\$75,800,971.69	\$132,073,586.04

ESTIMATED ROLLBACK & HOMESTEAD STATE REIMBURSEMENT
PROPERTY TAX ALLOCATION AMOUNTS INCLUDED IN OTHER SOURCES:

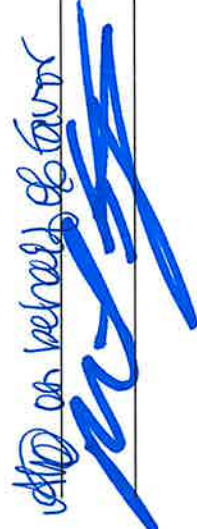
(001) OPER-GEN \$38,528.66
(005) POL PEN \$28,182.34

CHAIRMAN

BUDGET
COMMISSION

MEMBER

SECRETARY



OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2026	TAXES	OTHER SOURCES	TOTAL
GOVERNMENTAL				
GENERAL				
GENERAL TAX LEVY	\$15,104,236.00	\$466,491.59	\$29,359,763.35	\$44,930,490.94
SUBTOTAL	\$15,104,236.00	\$466,491.59	\$29,359,763.35	\$44,930,490.94
SPECIAL REVENUE				
AMERICAN RESCUE PLAN FUND	0	0	0	0
ARPA POLICE RETENTION GRANT	0	0	0	0
CARES ACT (CRF) FAIRFIELD CTY	0	0	0	0
CARES ACT (CRF) FRANKLIN CTY	0	0	0	0
CARES ACT (CRF) LICKING	0	0	0	0
COMPUTERIZATION	\$72,321.00	0	\$23,096.00	\$95,417.00
DRUG ENFORCEMENT	\$51,112.00	0	\$1,412.00	\$52,524.00
DUI EDUCATION	\$22,338.00	0	\$1,500.00	\$23,838.00
EDWARD BYRNE	0	0	0	0
ENDOWMENTS & CONTRIBUTIONS	\$392,342.00	0	0	\$392,342.00
FEDERAL FORFEITURE	\$150,597.00	0	\$200.00	\$150,797.00
FEMA	0	0	0	0
GREAT GRANT	0	0	0	0
INCOME TAX	\$4,579,332.00	0	\$1,075,000.00	\$5,654,332.00
INGD DRIVER	\$16,078.00	0	0	\$16,078.00
LAW ENF ASST.	\$237,932.00	0	\$40,000.00	\$277,932.00
LAW ENFORCEMENT	\$250,737.00	0	\$33,550.00	\$284,287.00
ONE OHIO OPIOD SETTLEMENT	0	0	0	0
PERMISSIVE TAX	\$725,000.00	0	\$330,000.00	\$1,055,000.00
POLICE PENSION LEVY	\$395,319.00	\$345,337.76	\$28,459.34	\$769,116.10
REYNOLDSBURG RECOVERY COURT	\$16,545.00	0	\$38,495.00	\$55,040.00
SAFETY BELT	\$4,376.00	0	0	\$4,376.00
SEWER CAPACITY	\$325,000.00	0	\$650,000.00	\$975,000.00
STATE HIGHWAY	\$776,290.00	0	\$165,314.00	\$941,604.00
STREET	\$4,060,506.00	0	\$2,102,350.00	\$6,162,856.00
SUBTOTAL	\$12,075,825.00	\$345,337.76	\$4,489,376.34	\$16,910,539.10
DEBT SERVICE				
BOND RETIREMENT	\$7,951,002.00	0	\$3,965,176.00	\$11,916,178.00

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2026	TAXES	OTHER SOURCES	TOTAL
TAYLOR SQ TIF DEBT	\$290,654.00	0	0	\$290,654.00
SUBTOTAL	\$8,241,656.00	0	\$3,965,176.00	\$12,206,832.00
CAPITAL PROJECTS				
BRICE-MAIN CORRIDOR	0	0	0	0
CAPITAL IMPROVEMENT	\$1,965,622.00	0	\$6,500,000.00	\$8,465,622.00
SEWALK CONST	\$830,944.00	0	\$96,688.00	\$927,632.00
SUBTOTAL	\$2,796,566.00	0	\$6,596,688.00	\$9,393,254.00
PROPRIETARY				
ENTERPRISE				
SEWER	\$5,298,478.00	0	\$8,724,936.00	\$14,023,414.00
SOLID WASTE	\$215,180.00	0	\$2,613,625.00	\$2,828,805.00
STORM WATER	\$914,764.00	0	\$2,229,577.00	\$3,144,341.00
UTILITY DEP	\$163,022.00	0	\$6,775.00	\$169,797.00
WATER	\$6,988,567.00	0	\$9,743,308.00	\$16,731,875.00
SUBTOTAL	\$13,580,011.00	0	\$23,318,221.00	\$36,898,232.00
INTERNAL SERVICE				
SUBTOTAL	0	0	0	0
FIDUCIARY				
EXPENDABLE TRUST				
SUBTOTAL	0	0	0	0
NON-EXPENDABLE TRUST				
SUBTOTAL	0	0	0	0
AGENCY				
SUBTOTAL	0	0	0	0
FIDUCIARY				
2018 MAIN ST/BRICE RD TIF	\$750,000.00	0	\$1,500,000.00	\$2,250,000.00
ARTS COMMISSION	0	0	0	0
BD OF BLDG	\$20,478.00	0	\$18,000.00	\$38,478.00
BEAUTIFICATION COMM	0	0	0	0
BRICE-MAIN TIF	\$20,300.00	0	\$275,000.00	\$295,300.00
BROAD ST TIF	\$500,000.00	0	\$500,000.00	\$1,000,000.00

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES
REV CODE, SEC. 5705.36

TO THE TAXING AUTHORITY OF CITY OF REYNOLDSBURG

(516) FUND	UNENCUMBERED BALANCE JANUARY 1ST 2026	TAXES	OTHER SOURCES	TOTAL
DELQ PREVENTION	\$16,555.00	0	0	\$16,555.00
DEMOLITION EXPENSE	0	0	0	0
EMPLOYEE FUND	\$2,172.00	0	\$350.00	\$2,522.00
ENG FEES/PLAN	\$101,500.00	0	\$85,000.00	\$186,500.00
FRENCH CREEK FOOTBR	0	0	0	0
JEDD #1	\$11,500.00	0	\$650,000.00	\$661,500.00
JEDD #4	\$1,025.00	0	\$175,000.00	\$176,025.00
JEDD 2-ETNA REYNOLDSBURG	\$11,500.00	0	\$425,000.00	\$436,500.00
JEDD 3-ETNA REYNOLDSBURG	\$50,750.00	0	\$700,000.00	\$750,750.00
JEDD 7 ETNA REYNOLDSBURG	\$8,250.00	0	\$360,000.00	\$368,250.00
KROGER TIF	\$80,185.00	0	0	\$80,185.00
MISC TRUST	\$228,375.00	0	\$361,937.00	\$590,312.00
PLOT GRADE & UTIL.	\$106,575.00	0	\$125,000.00	\$231,575.00
SCHOOL SKI CLUB	0	0	0	0
SEWER CAP CHG	\$26,390.00	0	\$450,000.00	\$476,390.00
SUMMIT RD TIF #1	\$157,605.00	0	\$50,000.00	\$207,605.00
SUPERVISION & INSP.	\$241,570.00	0	\$436,460.00	\$678,030.00
TAYLOR RD TIF#1	\$275,566.00	0	\$110,000.00	\$385,566.00
TAYLOR RD TIF#2	\$21,060.00	0	\$35,000.00	\$56,060.00
TAYLOR SQ SCH TIF	\$1,000,000.00	0	\$1,700,000.00	\$2,700,000.00
UNCLAIMED FUNDS	\$31,135.00	0	\$5,000.00	\$36,135.00
VISITORS BUREAU	0	0	\$110,000.00	\$110,000.00
SUBTOTAL	\$3,662,491.00	0	\$8,071,747.00	\$11,734,238.00
SPECIAL ASSESSMENT				
SUBTOTAL	0	0	0	0
TOTAL	\$55,460,785.00	\$811,829.35	\$75,800,971.69	\$132,073,586.04



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: A Resolution to Repeal and Replace Resolution No. 2025-35 Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The amount listed on the resolution versus the total amount on the spreadsheet were not the same. There was a last minute change in counties for one property which was not transferred to the resolution.

A RESOLUTION TO REPEAL AND REPLACE RESOLUTION NO. 2025-35 AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2024) FOR COLLECTION BY THE LICKING COUNTY AUDITOR

WHEREAS, the City of Reynoldsburg has been authorized by City Council to seek collection from property owners for services completed by the City such as trash removal and yard maintenance.

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

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Licking County Auditor the nuisance costs for 2024 on the property described as follows:

See Exhibit A attached hereto and incorporated herein.

SECTION 2. That the amount to be certified for collection is \$3,734.00 as evidenced by Exhibit A attached.

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

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Adopting and Enacting a New Code for the City of Reynoldsburg, Ohio; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and this Ordinance Shall Become Effective, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

single-read emergency

REASON FOR EMERGENCY:

in order to adopt the updated City Code

STAFF REPORT:

**AN ORDINANCE ADOPTING AND
ENACTING A NEW CODE FOR THE CITY OF
REYNOLDSBURG, OHIO; PROVIDING FOR
THE REPEAL OF CERTAIN ORDINANCES
NOT INCLUDED THEREIN; PROVIDING A
PENALTY FOR THE VIOLATION THEREOF;
PROVIDING FOR THE MANNER OF**

AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE, AND DECLARING AN EMERGENCY

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

Section 1. The Code entitled "Code of Ordinances of the City of Reynoldsburg, Ohio," published by CivicPlus, LLC, consisting of parts 1 through 17, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before December 16, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be guilty of a minor misdemeanor. Except as otherwise provided: (i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after December 16, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This Ordinance is deemed to be an emergency measure necessary for the financial needs and health of the City in order to adopt the updated Code; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Mayor to Enter into a Project Grant/Loan Agreement with the State of Ohio Through the Ohio Through the Ohio Public Works Commission (OPWC) for the Summit Road Reconstruction Project (Limits of Prior Improvements South of Summit High School to East Main Street), Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

to meet contract deadlines so the project can move forward

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO THROUGH THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE SUMMIT ROAD RECONSTRUCTION PROJECT (LIMITS OF PRIOR IMPROVEMENTS SOUTH OF SUMMIT HIGH SCHOOL TO EAST MAIN STREET WITH A NEW RIGHT TURN LANE REQUIRED PER THE APPROVED MAYOR SITE PLAN), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Whereas, on July 24, 2025, this Council passed Resolution No. 2023-44 authorizing the Mayor to seek financial assistance from the Ohio Public Works Commission (OPWC) grant program to fund capital infrastructure improvements for the Summit Road Reconstruction (Mueller Drive to East Main Street) Project; and

Whereas, EMH&T will provide engineering design services for this project which will address current safety concerns for vehicular and pedestrian traffic along the corridor, including storm sewer improvements, the addition of concrete curbs and gutters, lighting, a separate leisure path and/or sidewalk system, and a signalized intersection at Summit Road and East Main

Street; and

Whereas, the City applied and was awarded funding (Grant/Loan) from the OPWC to help offset future construction costs; and

Whereas, the total estimated cost for the Summit Road Reconstruction Project is \$6,510,970.00, of which \$4,000,000.00 will be funded (Grant of \$1,600,000.00 and Loan of \$2,400,000.00) by the OPWC.

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

Section 1. Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement (Agreement) is entered into between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (Director or the OPWC), and the City of Reynoldsburg (Recipient), in respect of the Project named Summit Road Reconstruction.

Section 2. As described in Appendix A of the attached Agreement (Project), the OPWC will provide 61.4% of the total Project cost (Participation Percentage), not to exceed \$4,000,000.00 for the sole and express purpose of financing or reimbursing the costs of the Project.

Section 3. That the Mayor and City Auditor are hereby authorized and directed to enter into an agreement with the Ohio Public Works Commission for the Project and to all other things necessary and property for acceptance of the award and participation in the Capital Improvement Program.

Section 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to meet contract deadlines and complete the project on schedule. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T for Support Services Relating to Waggoner Road Phase 1 and 2 and Appropriating Funds Therefor

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR SUPPORT SERVICES RELATING TO WAGGONER ROAD PHASE I AND II AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide annexation support services relating to Waggoner Road Phase I and II; and

Whereas, research will be conducted at the County Engineer's office to confirm the existing centerline of roadway which will be evaluated against existing property boundary files to establish a new centerline and right-of-way as illustrated in the City's Waggoner Road Phase I and II plans from East Main Street to East Broad Street; and

Whereas, these documents and exhibits will be utilized to develop a plat of survey and county map room approved metes and bounds descriptions which will be filed with the Franklin County Engineers Office.

Whereas, the total cost of the support services is \$35,900.00, which will be funded through the City's Public Service General Engineering Fund (101.448.5331).

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

Section 1. That the Mayor is authorized to enter into a contract with EMH&T annexation support services relating to Waggoner Road Phase I and II.

Section 2. That an amount of \$35,900.00, which will be encumbered by the City's Public Service General Engineering Fund accoutn number 101.448.5331 to account for these services.

Section 3. Following adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Appropriation of Funds Pertaining to the City's 2025 Street Improvement Project - Part II, and Declaring an Emergency

APPROVALS:

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

the emergency is to meet project and end-of-year deadlines

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS PERTAINING TO THE CITY'S 2025 STREET IMPROVEMENT PROJECT - PART II, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg is currently soliciting for the City's 2025 Street Improvement Project - Part II; and

WHEREAS, the City Engineer has prepared the specific construction documents pertaining to this project, as well as a construction cost estimate; and

WHEREAS, the City Engineer will review all bids once submitted to determine the lowest and best bid received, and that the selected contractor has the ability, the resources, and the experience to properly complete the project; and

WHEREAS, the Engineer's estimated construction cost for this project is \$190,000.00.

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

SECTION 1. That the Mayor is hereby authorized and directed to enter into a contract for the 2025 Street Improvement Project - Part II for a cost not to exceed bid of \$209,000.00 (includes 10% contingency) pertaining to the following work:

Contract A: MILL AND REPAVE: Huggins Lane, Peak Court, Taylor Woods Place, Kamraus Court and McCorrick Court.

SECTION 2. That \$209,000.00 be appropriated for the City's 2025 Street Improvement Project - Part II.

SECTION 3. That an amount of \$209,000.00 be appropriated from the unappropriated Permissive Tax Fund (230) and be appropriated to project number 230.000.0200.5659 Street Improvement Project - Part II Miscellaneous Infrastructure.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary so that construction can begin as soon as possible in order to be completed prior to years end; therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Authorizing the Mayor to Accept the Sheetz Project and Associated Public Infrastructure Improvements

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE SHEETZ PROJECT AND ASSOCIATED PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, Sheetz is located at 8555 East Main Street (southeaast corner of East Main Street and Taylor Road); and

WHEREAS, this property has been constructed per the approved major site, plot, grade, utility (PGU) and building plans, and recorded with the Licking County Auditor; and

WHEREAS, the as-built Civil Engineering plans have been reviewed and approved by City's selected engineering firm; and

WHEREAS, all public infrastructure associated with said project has been constructed, including the addition and acceptance of right-of-way (new northbound right turn lane on Taylor Road required per the approved Major Site Plan), and 525 linear feet of 8" sanitary sewer (Will eventually service the upstream property to the east), and inspected per the City's standards.

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

SECTION 1. That the Mayor is hereby authorized to accept said project, which is now complete, and will be added to City of Reynoldsburg's record plans.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: September 8, 2025

RE: An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department

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 a reimbursement from the Franklin Soil and Water Conservation District for funds associated with the 2025 Tree City Awards Ceremony, which was hosted at the Reynoldsburg Senior Center.

That an amount of \$4,394.40 in the unappropriated General Fund be appropriated to the following accounts in the Parks and Recreation accounts:

\$1,200.00 to account number 110.340.5215, Recreational Supplies
\$3,194.40 to account number 110.340.5339, Misc. Contract Services

An Ordinance Appropriating Funds from the UNAPPROPRIATED GENERAL FUND (110) to FUNDS IN THE PARKS & RECREATION DEPARTMENT

WHEREAS, the City of Reynoldsburg has received reimbursement from the Franklin Soil and Water Conservation District for costs incurred from hosting the 2025 Tree City Awards Ceremony; and

WHEREAS, the Reynoldsburg Senior Center hosted the 2025 Tree City Awards and the costs incurred for that event amounted to \$4,394.40; and

WHEREAS, the reimbursement from Franklin Soil and Water Conservation District needs to be appropriated to reimburse for said expenses.

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

SECTION 1. That an amount of \$4,394.40 be appropriated from the unappropriated General Fund (110) to the following accounts in the Parks & Recreation Department:

\$1,200.00	110.340.5215	Recreational Supplies
\$3,194.40	110.340.5339	Miscellaneous Contract Services

SECTION 2. That the funds necessary to carry out the purpose of this Ordinance are hereby deemed appropriated.

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