



Bhuwan Pyakurel, President
Julie Towns, Ward 1
Louis Salvati, Ward 2
Teneah Chambers, Ward 3
Erin Hill, Ward 4
Angela Abram, 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, June 8, 2026

6:30 PM

Council Chambers

1. CALL TO ORDER

2. INVOCATION - Pastor Matthew Stephens of Vineyard Christian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

- a. Regular Meeting Minutes of May 26, 2026

7. 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. Presentations by Helping Hands, ETSS
- b. Presentation by The Center for Family Safety and Healing (Nationwide Childrens' Hospital)

8. PUBLIC HEARING

- a. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2027, and Declaring an Emergency

9. PROCLAMATIONS

- a. A Proclamation Recognizing Pride Month June 2026
- b. A Proclamation Recognizing Juneteenth

10. REPORTS

a. Development, Parks & Recreation Committee

1. A Resolution Authorizing the Mayor to Enter into a Contract with the Mid-Ohio Regional Planning Commission (MORPC) for Short-Term Planning Services and Waive Competitive Bidding
2. A Resolution Authorizing the Mayor to Enter into a Contract with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Engineering Review Services for the COTA BRT

b. Public Safety, Law & Courts Committee

1. An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg

c. Public Service & Transportation Committee

1. An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg
2. An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way and Easements Necessary for the Construction of the Summit Road Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency

d. Finance & Administration Committee

1. A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

11. RESOLUTIONS - CONSENT AGENDA

- a. A Resolution Authorizing the Mayor to Enter into a Contract with the Mid-Ohio Regional Planning Commission (MORPC) for Short-Term Planning Services and Waive Competitive Bidding
- b. A Resolution Authorizing the Mayor to Enter into a Contract with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Engineering Review Services for the COTA BRT
- c. A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

12. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Expansion of the Eastern Community Reinvestment Area Eligible for Tax Abatement Originally Established by Ordinance No 97-2023, and Declaring an Emergency
- b. An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to the Main Street Sidewalk Program, and Declaring an Emergency

- d. An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2027, and Declaring an Emergency

13. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg
- b. An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg
- c. An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way and Easements Necessary for the Construction of the Summit Road Improvement Project, Appropriating Funds Therefor, and Declaring an Emergency

14. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Center of Science and Industry (COSI) and Appropriating Funds Therefor
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with MS Consulting for Professional Engineering Services Pertaining to Storm Sewer Improvements as Outlined in the Recently Completed Blacklick Creek Watershed Study

15. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase a Chevrolet Equinox EV for the Building Department and Appropriating Funds Therefor
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to Various Traffic Signal Studies

16. OTHER COUNCIL MATTERS

17. UPCOMING MEETINGS

- a. June 13, 2026 Reynoldsburg Pride Celebration
- June 18, 2026 Planning & Zoning Board
- June 19, 2026 Juneteenth City Offices Closed
- June 20, 2026 Reynoldsburg Juneteenth Celebration
- June 22, 2026 Council

18. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 26, 2026**

CALL TO ORDER

Council President Pro Temp Stacie Baker called the meeting to order at 6:33 PM.

INVOCATION - Reverend Dr. Toni Kleckley

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Abram, Baker, Johnson, Towns, Salvati, Chambers, Hill

ABSENT: Pyakurel

APPROVAL OF AGENDA

The agenda was approved as submitted.

APPROVAL OF MINUTES

Regular Meeting Minutes from the May 11, 2026 Council meeting

The regular meeting minutes of May 11, 2026 were approved as submitted.

COMMUNITY COMMENTS

John Seryak

8322 Bedlington Drive

Mr. Seryak said that he represented Reynoldsburg Reads, a group celebrating its upcoming first anniversary. Reynoldsburg Reads was a grassroots community movement whose members met once a week to read together silently for half an hour. The meetings rotate locations, taking place in local parks, City Hall Chambers, the library, and local restaurants. The group was entirely informal—organizers never knew how many people would show up or what books they would bring. The group had grown into a tight-knit community that counted at least one City Councilmember among its regular attendees. After each half-hour reading session, the participants gather to introduce themselves and share what they were currently reading. To celebrate their one-year milestone, Reynoldsburg Reads was inviting the entire community, including Councilmembers, to a special event on Saturday, June 6th, from 5:00 PM to 6:30 PM. The anniversary celebration would replicate the group's very first meeting. Participants will gather downtown to read on the East Main Street benches stretching from Lancaster Street to Waggoner Road for half an hour. Afterward, the group will move to

Memorial Plaza for an hour of socializing to get to know one another better. The group prides itself on its incredible diversity, with readers ranging in age from six to those in their eighties, and a book selection that spans everything from adventure, history, biographies, and vampire novels. The local library staff has embraced the movement, frequently sending a photographer to capture group photos after their sessions. Looking ahead past the first year, the organizers hoped to expand their reach into local schools to emphasize the vital importance and joy of community reading. Updates and weekly locations can be found on the Reynoldsburg Reads Facebook page.

Patrick McNeal
Heart Food Pantry
6475 East Main Street

Mr. McNeal indicated that he was from the HEART Food Pantry—which stood for Helping Eastside and Reynoldsburg Thrive. He wanted to present an update to City Council regarding Heart's current operations and a major upcoming expansion. Located at 6475 East Main Street, the pantry currently serves about 400 families a day, four days a week, totaling roughly 1,600 families weekly. To meet this growing demand, the organization is constructing a new \$3.3 million building directly behind the local Dairy Queen, with an expected completion date of September. Operating under the model "Nourish to Flourish," the new facility will divide its space into two distinct sections. One half will be dedicated entirely to a 100% grocery-style food access center, supplied primarily by Kroger and the Mid-Ohio Food Collective. The opposite side of the building will house comprehensive "wraparound" community services—including financial literacy courses, English as a Second Language (ESL) classes, healthcare options, and book readings—aimed at addressing the root causes of food insecurity and helping families successfully transition out of systemic need.

Councilmember Abram expressed her gratitude for the pantry's impact, noting recently donated leftover items from a baby shower went to HEART volunteers. Mr. McNeal emphasized that the pantry accepts all types of community donations, but underscored an urgent, critical need for increased volunteer manpower to successfully operate the expanded facility. Individuals interested in volunteering will receive dedicated training coordinated by the Volunteer Coordinator Pam, a former member of the local Chamber of Commerce.

Councilmember Towns asked how City Council could best support Heart. Mr. McNeal jokingly requested \$5 million to secure all of their long-term programming goals. He added that the immediate practical needs included corporate networking, community advocacy, and volunteer recruitment. The pantry will also be hosting several upcoming fundraising activations, including a 5K run at Civic Park and a golf outing.

Mayor Begeny explained that, along with several other local 501(c)(3) nonprofits, submitted formal financial requests to the City. These accumulated requests will be

disseminated to Council for review. While the requested City funding would not total \$5 million, it would work in tandem with the capital funding the pantry is actively seeking through the state of Ohio's budget. Councilmembers concluded by thanking the representative and praising HEART as one of the "crown jewels" of Reynoldsburg, noting that even small amounts of assistance go a long way for struggling individuals and families in the community.

Charan Subedi
12811 River Road
Pickerington

Mr. Subedi explained that he was deeply involved in community service and a founding member of the Bhutanese-American community and the Bhutanese-American Sports Counsel. We addressed City Council on behalf of HIRA. HIRA was a locally established 501(c)(3) nonprofit organization dedicated to promoting active living and healthy lifestyles to combat the screen fatigue, loneliness, and social disconnection prevalent in today's technology-driven world. He shared how running, hiking, and completing six full marathons—including the London Marathon—inspired the creation of HIRA. Encouraged by a Councilmember, the group was formed to utilize Reynoldsburg's parks and trails to host community activities such as hiking, biking, running, pickleball, badminton, and table tennis, including organizing the local Namaste 5K, which has successfully run for the past five years in the City. Mr. Subedi discussed a recent issue involving a Mother's Day Mom Soccer Tournament held at Civic Park on May 9th and 10th. At the request of a board member, HIRA stepped in to support the tournament's independent event organizers, solely providing the necessary event liability insurance coverage. However, the event organizers failed to follow the City's Parks and Recreation guidelines during the tournament. Because HIRA was listed as the insurance sponsor, the organization subsequently received an email from the City stating that HIRA's ability to permit and organize future events within the City of Reynoldsburg had been limited or suspended for the next year. The speaker clarified that HIRA was not responsible for managing or organizing the soccer tournament and respected the City's concerns regarding the infractions. On behalf of the nonprofit, he formally requested that the City reconsider this restriction and reinstate their permit privileges so they can proceed with the scheduled calendar of events for the remainder of the year. This included two community biking events scheduled for the upcoming month.

Councilmember Baker commented that he was personally at Civic Park with his son on May 9th and witnessed the aftermath of the tournament firsthand. He thanked Mr. Subedi for coming before Council to explain HIRA's limited role as an insurance provider and to clarify the situation.

Roshan Human

5577 Blue Sky Court
Westerville

Roshan Human also addressed City Council regarding the recent rule violation notice issued by the City. Mr. Human identified himself as a founding member of the Bhutanese-American Community of Central Ohio, the General Secretary of the international non-profit Punya Foundation, a long-time human rights activist, and a certified human rights consultant. He also served as a disaster relief volunteer with the American Red Cross and a Skywarn weather spotter for the National Weather Service. Mr. Human highlighted his years of positive community involvement in Reynoldsburg, noting that he had coordinated the annual Namaste 5K at Civic Park since 2022 to promote active lifestyles and mental health wellness among Bhutanese-Americans. Additionally, he regularly volunteered for various City events, including the Diwali-Tihar Festival and participated in community walks alongside the City Council President Pyakurel. He wanted to address the formal rules violation notice he received from the City dated May 13th, stemming from a recreational soccer tournament held over Mother's Day weekend on May 9th and 10th at Civic Park. Mr. Human explained that he graciously accepted a request from Columbus Moms to organize the tournament to honor hard-working mothers within the Bhutanese-American community. The celebratory event drew families and participating mothers from several regional cities, including Akron, Cincinnati, Pittsburgh, and Harrisburg, Pennsylvania. While the majority of the weekend's activities proceeded smoothly, Mr. Human acknowledged that certain aspects of the event had not gone as expected and directly violated the rules and regulations set by the Reynoldsburg Parks and Recreation Department. As the primary organizer of the tournament, Mr. Human stated that he accepted sole responsibility for the infractions that occurred and offered a humble apology to city leaders. He noted that the City's violation notice also named the HIRA organization, its representatives, and the Columbus Moms group. Because these additional individuals and entities were not directly involved in hosting or managing the daily operations of the event, Mr. Human was formally requesting that the City exclude them from the disciplinary notice and any associated penalties. Concluding his statement, he made a personal appeal to the Mayor and City Council to allow him to continue his volunteerism and community service in Reynoldsburg, promising that he will strictly adhere to all city rules, regulations, and permit guidelines moving forward.

Mayoral Comments

Mayor Begeny

Mayor Begeny thanked everyone that came out to the Plant Reynoldsburg event and helped out until it started raining. He also stated that events season is coming up, so he encourages everyone to pay attention to the website and Facebook page to see

what may be happening soon. Mayor Begeny gave a shout-out to Councilmember Mildred Johnson, Councilmember Angela Abram, and Councilmember Lou Salvati for joining our senior citizens at the age-friendly Clippers Baseball game.

Proclamation by Senator Michele Reynolds for Zeta Phi Beta Inc., Sigma Iota Zeta

Mayor Begeny read a Proclamation with Senator Michele Reynolds for Zeta Phi Beta Inc., Sigma Iota Zeta.

WHEREAS, Zeta Phi Beta, Incorporated was founded on the campus of Howard University on January 16, 1920. The Sorority was founded on the principles of Scholarship, Service, Sisterhood, and Finer Womanhood. The Sorority serves to empower people from all walks of life.

WHEREAS, the Sigma Iota Zeta Chapter was chartered in Reynoldsburg, Ohio on June 20, 2001 and provides service and scholarships to students in Reynoldsburg and other central Ohio communities; and

WHEREAS, the Sigma Iota Zeta Chapter hosts their annual Breakfast with the Artist event where they award scholarships and spotlight local artists, while highlighting community members who work in Social Justice, Health Justice, and Economic Justice; and

Whereas, they are an annual sponsor and volunteer for the Reynoldsburg Juneteenth Festival where they focus on educating the citizens of Reynoldsburg on voter registration; and

Whereas, Sigma Iota Zeta has also served the Central Ohio youth through their Pearlette and Amicette Youth Auxiliaries; they also participate in stocking non-perishable food items in the Reynoldsburg Blessing Boxes; and

Whereas, the Reynoldsburg Chapter of Sigma Iota Zeta will celebrate their 25th anniversary on June 20, 2026.

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, hereby heartily commend the Sigma Iota Zeta Chapter on their 25th anniversary.

Senator Michele Reynolds thanked Mayor Begeny, City Council, and the ladies of Zeta Phi Beta sorority Inc. She explained that it was truly a double honor for her, because not only was she representing Ohio Senate District 3, she was also a proud member of Zeta Phi Beta sorority Inc. and celebrated thirty-one years in this organization on May 12th. She explained that she was very proud to be here and thanked Mayor Begeny for allowing her to recognize her Chapter for their 25th anniversary. She stated that she also brought a senatorial citation from her office personally. On June 3rd, she and Representative Lawson-Rowe will be inviting her sisters to receive President's Letters on behalf of the Ohio Senate and the Ohio House of Representatives.

Councilmember Abrams stated that it was wonderful to have the ladies of Zeta Phi Beta here at City Council. She added that she enjoyed hosting events with them as a Delta sister. She thanked them for all that they do for Reynoldsburg. Councilmember Chambers thanked them as well.

Comments from Ward Boundary Chair Les Davies

Mr. Davies was not in attendance at the meeting. Attorney Shook stated that, from his understanding, the Commission's recommendation to Council was to keep the Ward Boundary maps the same as they currently exist. He explained that even though there were shifts in the population from ward to ward based on developments built during the last five to six years, unfortunately, the census analysis does not catch up that quickly. At this time, the Commission were not able to accurately calculate how the population had shifted in each ward, which would allow them to make an educated redrawing of the boundaries. Attorney Shook explained that the Commission recommended that the Council keep the ward boundaries the same until the next census, which would be in 2030.

President Pro Temp Baker stated that that seemed like a fine recommendation.

Presentation by the Franklin County Auditor's Office Regarding Property Values

Mr. Demarcus Parker stated that he was the director of appraisal for the Franklin County Auditor's Office (FCAO) and was here representing Michael Stinziano. Mr. Parker stated that the FCAO conducts property value updates periodically because they are required by law to conduct a reappraisal every 6 years with a property value update at the 3-year midpoint. This is an effort to accurately reflect property value changes in the current real estate market. The Ohio Department of Taxation makes the final determination of whether the updated property values are accurate and acceptable. The study involves an analysis of "arms-length" sales that have taken place over the last three years. An "arms-length" sale is a sale in which both parties are mutually exclusive and acting independently of one another. Meaning, a sale between family members for \$1 would not be an "arms-length" sale. Starting in January, the Franklin County Auditor's Office collected data from the preceding three years up to this date. In March and April, they prepare and submit those numbers to the Department of Taxation. Between May and June, they will receive the approval of values from the Department of Taxation and begin preparing to send out letters containing tentative property values to all Franklin County property owners. Then, between July and September, property owners may schedule times to speak with FCAO should they feel that these numbers are inaccurate. Mr. Parker stated that all property owners can work with FCAO to provide information regarding their proposed values during this process using different documentation that supports a different evaluation.

Mr. Parker stated that the next property value update could affect taxes. This appraisal process is required by law to provide tax districts with the most accurate property assessments possible. He clarified that the majority of taxes are established through the ballot box through voted-on levies. The FCAO encourages residents to contact the office at any time with questions regarding the 2026 property value update, property taxes, or any other issue they may be able to assist you with. Residents can reach them at AuditorStinziano@franklincountyohio.gov or (614)525-4663.

Councilmember Abram asked how the Reynoldsburg Auditor's Office and the Franklin County Auditor's Office have interacted in regard to getting information out to residents about this property value update. Auditor Strickland stated that they receive information from the Franklin County Auditor's Office around once a week regarding property taxes. She explained that they have been working very closely with them and will be scheduling a meeting with the Auditor's Office to continue to build their working relationship.

Councilmember Chambers asked if this process was free for residents. Mr. Parker responded in the affirmative. It was free for all residents sign up.

Council President Pro Temp Baker stated that Auditor Stinziano has had meetings at City Hall to allow residents to come and learn more about their office and ask questions. Mayor Begeny stated that he would also be on the 12 o'clock show with Mayor Joe on Wednesday.

APPEAL HEARING

Appeal Hearing of the Planning & Zoning Board March 5, 2026 Decision for Application #2026-0010 for 6591 East Main Street

President Pyakurel stated that Council was presented with an appeal of the Planning & Zoning Board's March 25, 2026 decision to deny a variance for a property at 6591 East Main Street (Application #2026-0010). This hearing was a quasi-judicial hearing that required Council to hold an evidentiary hearing to review the information, which was held during Council's May 11, 2026 meeting. Council must review the materials and the standards to vote on the appeal and then adopt written Findings of Fact and Conclusions of Law.

Clerk Prasher reminded the participants that they were still under oath.

Director Meyer commented that no new administrative information had been submitted since the previous meeting.

Applicant Duckworth centered his argument on Section 110 3.15 of the municipal code, which governed the Main Street corridor. He argued that this section explicitly mandated regulatory leniency and flexibility for non-conforming buildings and adaptive reuse projects to allow existing businesses to remain and grow. He further noted that the terms "laundromat" and "coin laundry" were completely absent from the current text, making the code overly broad and creating an unintended regulatory gap for a vital, community-oriented paid service. He suggested that Council could alternatively categorize the facility under the permitted "Personal Care and Beauty Services" framework.

Attorney Shook provided critical legal clarification, explaining that the matter at hand was an administrative appeal of a non-conforming use denial rather than a traditional variance request. Addressing a point in the applicant's summary of legal grounds, which asserted that the City was violating the spirit of its own master plan, Attorney Shook explained that while the Comprehensive Master Plan served as the rational basis and prelude to municipal law, it was not legally binding on Council. Only the explicit, enacted language of the zoning code holds binding legal authority. The Planning and Zoning administrator's review correctly determined that the closest similar defined use in the code was "clothing services and dry cleaning," which was strictly restricted to other zoning districts, thereby disqualifying the laundromat from a similar-use expansion at its current Main Street location.

Councilmember Salvati discussed the precedent-setting nature of the request. He noted that, while the applicant's interpretation of the corridor's leniency text was highly creative, the property itself did not possess the unique geographical or mapping anomalies required to legally justify a variance. After attending the Planning & Zoning Board meeting and listening to the Board's extensive discussion, officials affirmed that granting the request would present a textbook case of setting an unfavorable zoning precedent.

Councilmember Hill, who was absent from the prior meeting, raised questions regarding the signage variance that allowed Splash Laundry to absorb the exterior signage space of an adjacent martial arts studio that relocated next door into a vacant former bakery space. Director Meyer clarified that the separate signage approval process should not be conflated with the core issue of land use, and that the unauthorized expansion of the non-conforming commercial space itself was what ultimately triggered the administrative denial.

Councilmembers Abram and Baker both expressed their support for the expansion of the laundromat and appreciated Mr. Duckworth's efforts to improve the facility. They also understood the precedent-setting nature should Council decide to overturn the Planning & Zoning Board decision. While expressing strong personal

support for the utility of a local laundromat, Councilmembers emphasized their obligation to uphold the code as currently written. They noted that the zoning code was a living document subject to trial and error, and recommended that the Zoning Department formally evaluate adding laundromats as an explicitly permitted use during the annual code updates for 2027.

Councilmember Baker moved to close the Appeal Hearing. Second by Councilmember Johnson. Motion carried.

Councilmember Baker moved to direct Attorney Shook to draft a Resolution of the Findings of Fact and Conclusions of Law to deny the appeal. Second by Councilmember Salvati. Roll call: Johnson — Yes; Towns — Yes; Salvati — Yes; Chambers — Yes; Hill — Yes; Abram — Yes; Baker — Yes. The motion was approved 7 affirmative votes, 0 negative votes.

REPORTS

Clerk of Court Report

Clerk of Court Report for April 2026

The Clerk of Court submitted monies collected from the courts held in the month of April 2026 in the amount of \$38,338.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for May 26, 2026.

Members in attendance are: Councilmember Abram, Councilmember Chambers, Councilmember Towns, Chair Salvati, and President Pro Temp Baker.

An Ordinance Authorizing the Expansion of the Eastern Community Reinvestment Area Eligible for Tax Abatement Originally Established by Ordinance No 97-2023, and Declaring an Emergency

Executive Session

Pursuant to Ohio Revised Code Section 121.22(G)(5) "matters required to be kept confidential by federal law or regulations or state statutes."

Councilmember Salvati stated that the Council will go into executive session and once the executive session is complete the Council will resume with the committee meeting.

Councilmember Towns made a motion to enter into executive session pursuant to ORC section 121.22(G)(5) "matters required to be kept confidential by federal law or regulations or state statutes." Second by Councilmember Chambers.

Roll call: Johnson — Yes; Towns — Yes; Salvati — Yes; Chambers — Yes; Hill — Yes; Abram — Yes; Baker — Yes. The motion was approved 7 affirmative votes, 0 negative votes.

Council invites Mayor Begeny, Attorney Shook, Auditor Strickland, Director Meyer, and Clerk Prasher to remain in the session.

Councilmember Towns made a motion to leave executive session. Second by Councilmember Johnson.

Roll call: Johnson — Yes; Towns — Yes; Salvati — Yes; Chambers — Yes; Hill — Yes; Abram — Yes; Baker — Yes. The motion was approved 7 affirmative votes, 0 negative votes.

Councilmember Salvati made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

Mayor Begeny stated that they are requesting authorization to enter into agreement with GameTime for the purchase and installation of playground equipment for Huber Park and McPherson Park as well as to accept the funding award from the vendor in the amount of \$264,247.66. They are also asking to waive competitive bidding pursuant to City Code section 175 as the purchase will be made through OMNIA, a cooperative purchasing contract. They are also requesting funds from the unappropriated CIP balance into the accounts identified within the legislative request to support the costs. Emergency language has been requested for the passage of this legislation at the June 8th Council meeting in order to meet the required project completion deadline as stipulated by the grant.

Councilmember Salvati stated that the grant for the \$264,000 is great, but when you hear that the whole project is around \$900,000, it seems a little different. He explained that, apparently, the squishy rubber stuff we walk on at the parks is not actually mulch and is very expensive.

Councilmember Salvati made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Abram. Motion carried.

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Center of Science and Industry (COSI) and Appropriating Funds Therefor

Mayor Begeny stated that the parks and recreation department is requesting authorization to enter into an agreement with COSI, to not only expand high quality STEM learning experiences at the Tomato Festival and Diwali Festival but also designate July 20th through 26th as Reynoldsburg week at COSI where all Reynoldsburg residents will be given a discount admission to COSI. Members of the City Staff, schools, and everyone will be invited to participate in various activities during that week. Reynoldsburg is actually the first community to actually go through this process, and they agreed with COSI that they were the best community to take the lead on this project.

Councilmember Abram asked how COSI decided which festivals to host events at. Mayor Begeny stated that it was mostly due to high attendance at the Tomato Festival and Diwali Festival.

Mayor Begeny wanted to reiterate the discounted admission for students and that COSI is affordable and is the #1 science museum. He stated that it is great for people of all ages.

Councilmember Salvati made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Chambers. Motion carried.

There is no Public Safety, Law & Courts Committee meeting.

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for May 26, 2026.

Members in attendance are: Councilmember Abram, Councilmember Chambers, Councilmember Towns, Chair Hill, and President Pro Temp Baker.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to the Main Street Sidewalk Program, and Declaring an Emergency

Director Dorman stated that a while ago they did a study on the Main Street corridor mainly between Waggoner and Taylor to look for things like gaps in sidewalks or areas that do not allow for pedestrian access. Based on this study, it was decided to focus on the area between Taylor and Hansen. This Ordinance would allow EMH&T to go out and do survey work and design a solution. That solution and cost of the project would then be brought back to Council for their approval.

Councilmember Abram asked if there was a way to put out road signs out signaling that there are pedestrians in the area so that people driving by are more aware. Director Dorman stated that this area is not pedestrian-friendly at the moment, and he feels like it would give people a false sense of security or permission to walk through that area. They can add signs, but they don't want to encourage more people to walk through that area.

Councilmember Salvati asked about sidewalks where the new recreation and service building will be. Mayor Begeny stated that they will have sidewalks in that area and COPC has already installed some sidewalks too.

President Pro Temp Baker thanked him for working on this project.

Councilmember Hill made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

An Ordinance Authorizing the Mayor to Enter into a Contract with MS Consulting for Professional Engineering Services Pertaining to Storm Sewer Improvements as Outlined in the Recently Completed Blacklick Creek Watershed Study

Director Dorman stated that this Ordinance is another part 2 of an initial study that was done previously with MS Consulting that produced a document, the Blacklick Watershed Creek Study. Within that study, there were recommendations provided as to what the City can do to help with some of these issues that were identified. Some of these solutions include storm sewer improvements, acquisition of properties that were not built to today's standards, as well as some other options. This contract will allow them to take this study and begin doing actual design work to see how it can be implemented in Reynoldsburg. Director Dorman stated that they will be applying for funding for some of these projects as well.

Councilmember Hill made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Abram. Motion carried.

A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2025) for the Collection by the Franklin County Auditor

Director Dorman stated that this Resolution is just for nuisance costs. Code enforcement is able to cite someone for a violation and if it is not remedied within a certain time frame, the City then has the right to remedy the issue itself through contractors and then bill the property owner. If the property owner does not pay the bill, then it would be added onto their property tax. This Resolution specifically is for Franklin County.

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

A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2025) for Collections by the Licking County Auditor

Director Dorman stated that this Resolution is the same as what was previously discussed but specifically is for Licking County.

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

A Resolution Authorizing the Mayor to Accept Public Infrastructure Associated with Eastwood Sections 2 and 3

Director Dorman stated that Eastwood is the homes for rent in a subdivision off of Summit road just south of the high school. This Resolution is for the side roads around this subdivision. They have also provided a one-year maintenance bond.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for May 26, 2026.

Members in attendance are: Councilmember Hill, Councilmember Johnson, Councilmember Salvati, and President Pro Temp Baker.

An Ordinance to Approve Payment of Certain Purchase Orders and Expenses Pursuant to the Auditor's Certificate of Availability of Funds, and Declaring an Emergency

President Pro Temp Baker stated that as a Then and Now, this item has been requested as a single-read emergency.

Auditor Strickland explained that this Ordinance is a clean-up work that was done at the beginning of this year. There were bills that had to be paid but a PO had not been opened yet, but we were still expected to make that payment. This Ordinance is ensuring that everything is caught up. She explained that there may be more then and nows in the future until they are able to get everything back on track.

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

A Resolution Authorizing the Mayor to Enter into a Contract with Illuminology to Assist with the Preparation of a Community Survey

Director Clemens stated that the City has worked with Illuminology since 2023 to do community surveys and measure residents' opinions on certain matters. They discuss quality of life here in Reynoldsburg, city services, and a variety of other civic issues as well. This item was budgeted for, so they are now requesting approval to enter into contract. She stated that they would like to do community surveys every three years.

President Pro Temp Baker made a motion to forward this Resolution to Council for approval. Second by Councilmember Johnson. Motion carried.

RESOLUTIONS - CONSENT AGENDA

RESULT:	PASSED (UNANIMOUS)
MOVER:	Salvati
SECONDER:	Towns
AYES:	Abram, Baker, Johnson, Towns, Salvati, Chambers, Hill

A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2025) for the Collection by the Franklin County Auditor

A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2025) for Collections by the Licking County Auditor

A Resolution Authorizing the Mayor to Accept Public Infrastructure Associated with Eastwood Sections 2 and 3

A Resolution Authorizing the Mayor to Enter into a Contract with Illuminology to Assist with the Preparation of a Community Survey

CONSENT AGENDA FOR EMERGENCY ADOPTION

RESULT:	PASSED (UNANIMOUS)
MOVER:	Salvati
SECONDER:	Towns
AYES:	Abram, Baker, Johnson, Towns, Salvati, Chambers, Hill

An Ordinance Consenting to the Annexation of Certain Real Property Located on Taylor Road in Etna Township Consisting of 132.6+/- Acres, Owned by Joseph I Bauman, Trustee of Bauman Family Trust, and Declaring an Emergency

An Ordinance to Approve Payment of Certain Purchase Orders and Expenses Pursuant to the Auditor's Certificate of Availability of Funds, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Authorizing the Expansion of the Eastern Community Reinvestment Area Eligible for Tax Abatement Originally Established by Ordinance No 97-2023, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Center of Science and Industry (COSI) and Appropriating Funds Therefor

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to the Main Street Sidewalk Program, and Declaring an Emergency

An Ordinance Authorizing the Mayor to Enter into a Contract with MS Consulting for Professional Engineering Services Pertaining to Storm Sewer Improvements as Outlined in the Recently Completed Blacklick Creek Watershed Study

CONSENT AGENDA FOR SECOND READING

An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase a Chevrolet Equinox EV for the Building Department and Appropriating Funds Therefor

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to Various Traffic Signal Studies

An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2027, and Declaring an Emergency

OTHER COUNCIL MATTERS

Councilmember Johnson invited everyone to come to Juneteenth at Huber Park on June 20th from 4pm to 8pm.

Councilmember Chambers congratulated all the graduates in Reynoldsburg, and thanked all teachers and education professionals for all of their hard work.

President Pro Temp Baker thanked RPD, teachers, and congratulated the graduates in Reynoldsburg as well.

UPCOMING MEETINGS

June 4, 2026 Planning & Zoning Board

June 8, 2026 Council

June 18, 2026 Planning & Zoning Board

June 19, 2026 Juneteenth City Offices Closed

June 22, 2026 Council

ADJOURNMENT

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

Stacie Baker, Council President Pro Temp

Mollie Prasher, Clerk of Council

City of Reynoldsburg– CHARITABLE CONTRIBUTIONS GRANT REQUEST

Completion of the attached form indicates the following requirements have been met by the requesting organization:

- Organization has not received funds from the Foundation within the last year.
- Organization qualifies as a 501(c)(3) organization.
- Request is not an individual, private secondary school, or religious organization.

1. Organization Information

Organization Name: HEART Food Pantry Inc

EIN (Tax ID): 46-3327035

Mailing Address: 6475 East Mains St. suite 101

City/State/ZIP: Reynoldsburg, Ohio 43068

Website: <https://heart-market.org/>

Primary Contact Name & Title: Patrick McNeal, Executive Director

Phone: 614-332-5856

Email: patrick@heart-marke.org

Organizational Mission Statement: Nourishing Neighbors to Flourish

2. Project or Program Information

Project/Program Title: New Community Resource Hub

Brief Description (2–3 sentences): HEART is moving into a larger 12, 000 sq ft facility! Larger shopping spaces: More families can shop at the same time for healthy nutritious food. Wait time to shop for food is reduced, traffic backing up on E. Main St. will be eliminated.

*Please Attached a Detail Description to the application

Timeline (Start & End Dates): 4/25-6/26

Target Population / Community Served (Circle ALL that apply):

- Youth
- Seniors
- Low-Income Families
- Immigrants/Refugees
- Other: Families in need

Neighborhood(s) or Area(s) Served: Reynoldsburg, East Columbus, Blacklick, Canal Winchester, Obetz, Whitehall, and Groveport

Partner Organizations (if applicable): Wright Patt Credit Union, First Merchants Bank, Heartland Bank, Celebrate One, Anthem Blue Cross, Caresource, Molina, Columbus Foundation.

3. Funding Request

Total Project Budget: 3,375,000

Amount Requested from the City: \$35,000

Breakdown of how funds will be used (attach sheet if needed): See attached

Expenses	Amount	Description
	\$	
	\$	
	\$	
Total	\$	

Other Funding Sources (confirmed or pending):

Sustainability Plan (How will this project or program continue after city funding ends?)

HEART's sustainability is secured through diversified funding streams, corporate partnerships, earned revenue, and measurable community outcomes. This project is not dependent on ongoing municipal funding; rather, the City's support positions HEART to expand long-term impact while maintaining financial sustainability.

4. Organizational Capacity

Describe your organization's past accomplishments or similar projects:

2025

8,879 Unduplicated Families Served

30,229 Unduplicated People Served

4,489 **New** Families Served

1,791,086 Meals Distributed

5. Community Impact and Outcomes

Describe the community need this project addresses:

This project will not only include hunger, but we are adding multiple wrap-around services to address needs such as Financial Literacy, Mental health, Health screenings, Housing, even access to technology.

How does this project align with the City's priorities or goals:

The HEART facility directly advances Reynoldsburg's strategic priorities by strengthening the local workforce, expanding educational and career pathways for youth, enhancing public safety through positive engagement, fostering equitable opportunity, and sustaining long-term community impact through diversified funding and strategic partnerships.

What will be the expected outcomes/impact of this project? *Please provide as much numeric data as possible* (ie. % increase in participants meeting specific goals (e.g., employment, housing stability, graduation, # of individuals who will be impacted?):

The impact on this project will allow other local businesses customers easier access with the reduction of traffic on Main St. Most shoppers of HEART experience and least an hour wait due to the size of the facility only allowing 15 at a time. Our new location will have 80+ parking spaces so more families can shop.

What is your organizations evaluation plan:

HEART will implement a structured evaluation framework that tracks participation, educational outcomes, meals served, and community impact through consistent data collection, quarterly review processes, and bi-annual reporting. Outcomes will be measured through post-program surveys, and longitudinal follow-up.

Upload (or attach) the following:

- ☐ 501(c)(3) Certification
- ☐ Project Narrative (Describe how this project will strengthen the local community.)
- ☐ Any documents further elaborating on questions above.

INTERNAL REVENUE
SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Dear Applicant :

DEPARTMENT OF THE TREASURY

Date : 1 7 2014

HEART FOOD PANTRY INC
1200 WAGGONER ROAD
REYNOLDSBURG, OH 43068

Employer Identification Number:

46-3327035 DLN:

17053352382013 Contact Person : CUSTOMER
SERVICE 31954 Contact Telephone Number :
(877) 829-5500

Accounting Period Ending :
December 31

Public Charity Status :
170 (b) (1) (A) (vi)

Form 990 Required:
Yes

Effective Date of Exemption:
October 3, 2013

Contribution Deductibility:
Yes

Addendum Applies :
No

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501 (c) (3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section (g) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221 -PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501 (c) (3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director Exempt Organizations

Letter 947

HEART Community Resource Hub 2022-2024 Budget	
Description	Cost
Buy Land, Site Devel. From East Main Developers	\$ 1,000,000
Building Shell (11,790s.f.) by East Main Developers	\$ 900,000
Construction: Building Interior & Landscape by HEART	\$ 871,250
Architect's Fee	\$ 125,000
Est Fees, permits	\$ 40,000
Furniture & Fixtures	\$ 157,500
HEART Contingency	\$ 281,250
Total HEART Community Resource Hub Building Cost	\$ 2,375,000
Total HEART Community Resource Hub Capital Budget	\$ 3,375,000

Electrical +Lighting	\$ 156,250
No touch entry doors for Market & Comm Resource Center	\$ 125,000
Roof Member & Insulation	\$ 125,000
Interior Walls &Painting	\$ 156,250
Plumbing: Add 4 bathrooms	\$ 93,750
HVAC: Interior Duct (Roof Top Units by East Main Developers)	\$ 93,750
Exterior Landscape, Trash Pad, Striping	\$ 52,500
Flooring	\$ 43,750
Celling Tile	\$ 25,000
Building Interior& Landscape by HEART	\$ 871,250

Security cameras/ System	\$ 37,500
Relocate walk-in cooler/freezer/pad/ roof	\$ 31,250
Kitchen for Events	\$ 25,000
Table and Chairs: Conference, Volunteer, Offices, Portable	\$ 14,875
4-8 New Gondolas on wheels& Pallet Jack	\$ 11,250
Milk Dispenser Chiller and Freezer	\$ 7,750
Commercial Floor Cleaning Machine	\$ 7,500
Office Furniture & Lateral File cabinets	\$ 3,750
Phone System& Computer	\$ 3,750
Fire Extinguishers	\$ 2,500
New Signage on Main St.	\$ 2,500
Additional Shopping carts	\$ 2,500
Storage cabinets/ Shelving	\$ 1,875
Washer & Dryer	\$ 1,500
refrigerator for volunteers	\$ 1,500
New Sign on East end for HEART	\$ 1,250
Lockers & Coat Rack: Volunteer Room	\$ 1,250
Furnishings & Equipment	\$ 157,500

HEART Relocation

East Main Project 2024

HEART – Helping Eastside And

Reynoldsburg Thrive

Our Mission: Nourish Neighbors to Flourish

Our Vision: Modeling God's Love, HEART *Nourishes* hungry neighbors with healthy nutritious food Today, *Connects* them to life building resources for Tomorrow, so they can *Flourish* for a Lifetime.

As a Community Resource Hub, the expansion will empower HEART to conduct the vision of a holistic approach to healing neighbors who experience food insecurity. Food insecurity often impedes an individual and families' progress from moving forward out of poverty. People who utilize HEART for food can shop weekly and realize a sustainable food budget. While at HEART, they can connect with professionals that provide additional resources to address homelessness, emotional support, workforce development, and social concerns that impact personal growth.

"I was feeling totally defeated. The volunteers were just so welcoming and made me feel so better about my situation. They don't just provide food, they share kindness and love."
-HEART neighbor



On behalf of our neighbors, thank you!

HEART is proud to have Mid-Ohio Food Collective as a key nutrition provider. MOFC offers a larger availability of healthy nutritious food. As a Choice Market, the wide variety of fresh fruits and vegetables are welcomed choices for our multicultural neighbors.

HEART also enjoys collaboration with other retail partners: Aldi, Big Lots, Giant Eagle, Kroger, Meijer, Sheetz, Target, and UDF.

There are multiple ways in which HEART offers easy, convenient shopping access.

- Choice Market shopping-individuals and families choose what they and their family will eat
- Curbside – pre-boxed food delivered to vehicle
- Proxy Designation
- Homeless-shelf stable food boxes
- Mid-Ohio Pharmacy Program –connects patients with the healthy foods they need. Knowing that food is key to healing many health conditions, HEART is a provider of fresh produce.

Neighbors Flourish with Community Partnership

- Homeownership and Rental classes
- Financial Literacy and Budget Counseling
- Parenting Classes
- Healthcare Education: Medicaid, Medicare, WIC, and others
- Homework Helps
- Workforce Development
- Donated Educational Equipment
- Utility, HEAP and rental assistance via IMPACT Community Action and area churches
- Mental/emotional/physical connections are accessible

These services provided by key community resource partners such as Wright Patt Credit Union, First Merchants Bank, Heartland Bank, Park National Bank, Celebrate One, Anthem Blue Cross, CareSource, Molina, PrimaryOne Health, Columbus Foundation, United Way and so many more.

YEAR	PEOPLE	MARKET VISITS
2018	4,578	5,848
2019	9,232	10,524
2020	23,837	44,359
2021	17,757	41,627
2022	24,900	51,252
2023	32,962	61,747
2024	33,528	56,322

NOURISH **2**nourish

The Dilemma

HEART has outgrown our existing facility. Lack of parking restricts the number of shoppers to 15 people at a time. Traffic backs up on E. Main St. as families wait in their car for a parking space to open to shop at Mid-Ohio Market at HEART. Our current location prevents us from effectively connecting families to on-site resources from community partners.

The Remedy

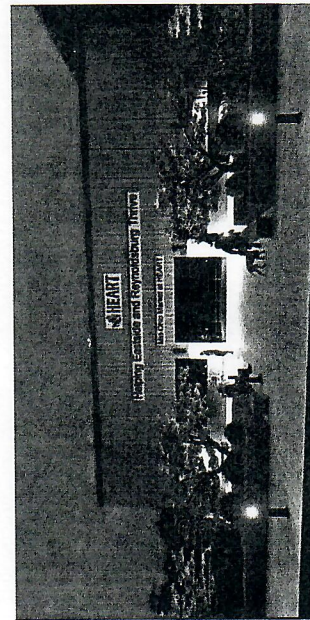
HEART's larger 11,790 square foot facility!

Larger shopping space and 80+ parking spaces: More families can shop at the same time for healthy nutritious food. Wait time to shop for food is reduced, traffic backing up on E. Main St. is eliminated.

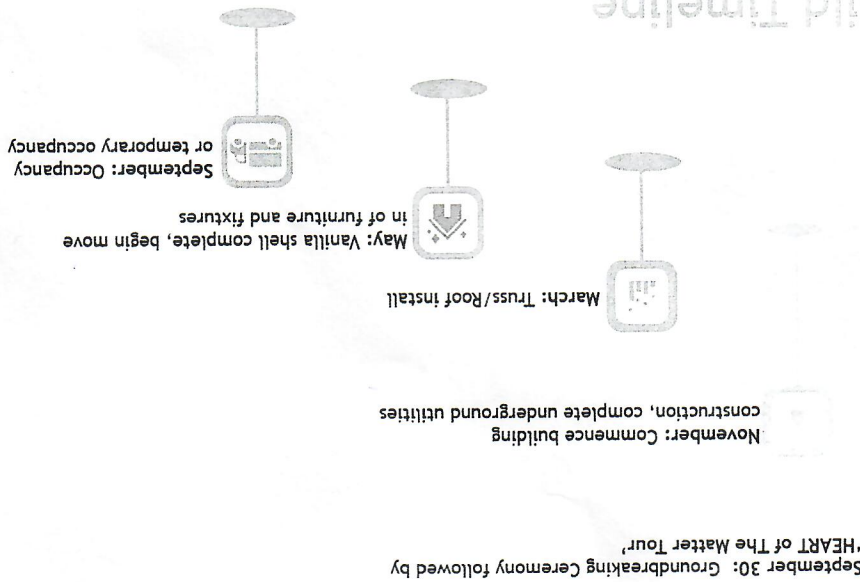
On-Site Community Resources Hub allows families to connect to resources from community partners: one-stop location offering a variety of resources.

Please consider your part in

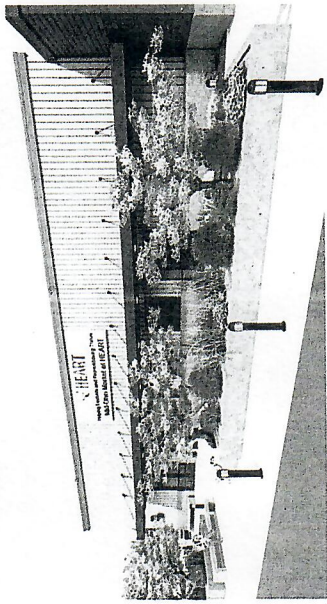
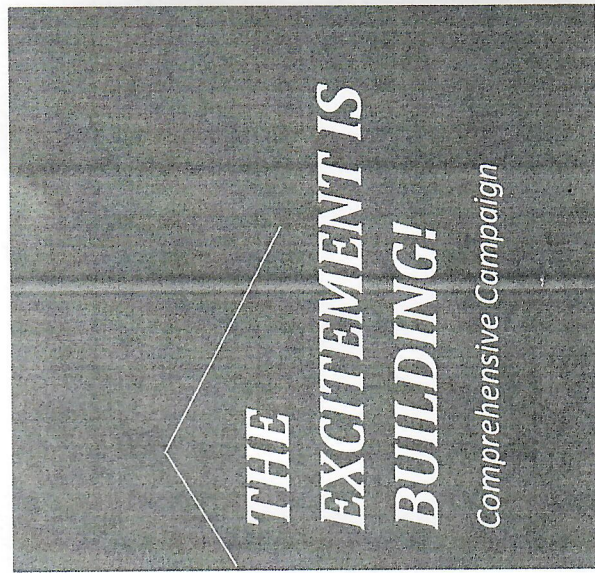
helping *Build the Excitement!*



Projected Build Timeline



Mid-Ohio Market at HEART



Reynoldsburg Helping Hands

Charitable Contributions Grant Request

1. Organization Information

Organization Name: Reynoldsburg Helping Hands

EIN (Tax ID): 23-7280054

Mailing Address: 7453 E. Main Street

City/State/ZIP: Reynoldsburg, Ohio 43068

Website: reynoldsburghelpinghands.org

Primary Contact Name & Title: Mary Ann Ammerman, Director

Phone: 614-868-9394

Email: reynoldsburgfoodpantry@gmail.com

Organizational Mission:

Reynoldsburg Helping Hands is a volunteer-run nonprofit organization dedicated to providing food, toiletries, and essential household items to residents of Reynoldsburg experiencing financial hardship. For more than 65 years, our mission has been to ensure that no family in our community goes without basic necessities.

2. Project or Program Information

Project Title:

Reynoldsburg Community Food Security Program

Brief Description (2–3 sentences):

Reynoldsburg Helping Hands provides food and essential household items to local residents experiencing hardship. Due to rising food costs and economic challenges, the number of families seeking assistance has increased significantly. Funding from the City of Reynoldsburg will allow our organization to expand access to fresh food, maintain our facility, and provide critical hygiene and household items.

Project Narrative Attachment: Per requested see attachment

Timeline:

January 2026 – December 2026

Target Population:

- ✓ Seniors
- ✓ Low-Income Families
- ✓ Youth

Area Served:

City of Reynoldsburg and surrounding Reynoldsburg School District community.

Partner Organizations (if applicable):

- Local churches
- Community donors
- Mid-Ohio Food Collective

Local Impact Statement:

In 2025, Reynoldsburg Helping Hands served an average of 122 families each month-assisting more than 1,400 families over the course of the year for food and essential household items within the City of Reynoldsburg. Over the past five years, the number of residents seeking assistance has increased by **31%**, reflecting the growing economic pressures on working families and seniors living on fixed incomes. City funding will allow our pantry to continue meeting these growing needs while ensuring residents have access to nutritious food and essential household products.

3. Funding Request

Total Project Budget:

\$19,000 annually

Amount Requested from the City:

\$4,750 quarterly (\$19,000 annually)

How Funds Will Be Used

Expense	Amount	Description
Food Purchases	\$9,000	Fresh produce and supplemental food items
Essential Household Supplies	\$4,000	Laundry detergent, toilet paper, dish soap, hygiene products
Facility Rent & Utilities	\$6,000	Maintaining accessible pantry location

Other Funding Sources

- Community donations
- Local churches
- Private donors
- Food bank partnerships

Sustainability Plan:

Reynoldsburg Helping Hands is supported by a network of community donors, volunteers, and partner organizations. City funding will supplement existing donations and ensure the pantry can meet the growing demand while continuing to pursue community support and charitable contributions.

4. Organizational Capacity

For more than **65 years**, Reynoldsburg Helping Hands has served residents of our community. The organization operates entirely with volunteers and has built a strong reputation for compassion, efficiency, and responsible stewardship of resources. Five years ago, the pantry relocated to a larger facility to better accommodate growing demand and improve accessibility for residents.

5. Community Impact & Outcomes

Community Need:

Food insecurity has increased significantly in recent years due to rising grocery costs, housing expenses, and financial instability. In the past five years alone, Reynoldsburg Helping Hands has experienced a **31% increase in families seeking assistance**.

Alignment with City Priorities:

This program supports the City of Reynoldsburg's commitment to strengthening community stability, supporting vulnerable residents, and improving quality of life for local families and seniors.

Expected Outcomes:

- Serve **approximately 1,450+ family visits annually**
- Provide **thousands of pounds of food annually**
- Distribute **essential household products** to families in need
- Improve food security for **low-income households and seniors**

Evaluation Plan:

Reynoldsburg Helping Hands tracks the number of families served, the quantity of food distributed, and the frequency of visits. These metrics allow the organization to measure impact and ensure that resources are reaching those who need them most.

Project Narrative

Reynoldsburg Community Food Security Program

Organization: Reynoldsburg Helping Hands

For more than 65 years, Reynoldsburg Helping Hands has been dedicated to supporting residents facing financial hardship by providing food, toiletries, and essential household items. Operated entirely by volunteers, the organization serves as a vital safety net for families, seniors, and individuals within the Reynoldsburg community who are experiencing food insecurity or temporary financial challenges.

Over the past five years, the need for services has increased significantly. Reynoldsburg Helping Hands has experienced a **31% increase in the number of individuals and families seeking assistance**. Rising food costs, housing expenses, and economic pressures have made it increasingly difficult for many residents to meet their most basic needs. As a result, more families are turning to local community resources for support.

The **Reynoldsburg Community Food Security Program** is designed to help ensure that no resident of our community goes without access to nutritious food and essential household items. Funding from the City of Reynoldsburg will allow Reynoldsburg Helping Hands to strengthen and expand its ability to serve residents by:

- Increasing the availability of fresh and nutritious food, including fruits and vegetables.
- Providing essential household items such as laundry detergent, dish soap, and toilet paper that are often difficult for struggling families to afford.
- Supporting the pantry's facility costs, including rent and utilities, which allow the organization to operate from a centrally located and accessible site for residents.

In 2025, Reynoldsburg Helping Hands assisted 122 families per month, including seniors living on fixed incomes, working families facing rising costs of living, and individuals navigating temporary financial hardship. By providing these basic necessities, the organization helps families stabilize their household budgets so they can focus on other critical needs such as housing, employment, and healthcare.

The City of Reynoldsburg's support of this program represents an investment in the wellbeing of its residents. By helping reduce food insecurity and ensuring access to essential household items, the program strengthens community stability, promotes health and dignity, and reflects the city's commitment to caring for those in need.

Through this partnership with the City of Reynoldsburg, Reynoldsburg Helping Hands will continue to serve as a trusted and compassionate resource for residents while helping ensure that our community remains strong, supportive, and resilient.



ETSS helps immigrants and refugees from all countries
establish roots and gain self-sufficiency

April 8, 2026

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

Dear Mayor Begeny,

It is my pleasure to submit this application for funding through a charitable grant request for your consideration. We have spoken about this previously and I know establishing a FLOW Hub in your community will address many of the needs of your citizens.

Thank you for your leadership and continued investment in building a strong, inclusive city. I look forward to hearing from you and to this opportunity to work together.

Sincerely,

Seleshi Asfaw
President and CEO

City of Reynoldsburg– CHARITABLE CONTRIBUTIONS GRANT REQUEST

Completion of the attached form indicates the following requirements have been met by the requesting organization:

- Organization has not received funds from the Foundation within the last year.
- Organization qualifies as a 501(c)(3) organization.
- Request is not an individual, private secondary school, or religious organization.

1. Organization Information

Organization Name: Ethiopian Tewahedo Social Services (ETSS)

EIN (Tax ID): 20-3525591

Mailing Address: 4300 E. Broad St.

City/State/ZIP: Columbus, OH 43213

Website: www.etss.org

Primary Contact Name & Title: Kimerly Hinkelman, Advancement Director

Phone: 828-845-0411

Email: Kimerly.hinkelman@ethiotss.org

Organizational Mission: To be the focal point of social integration for New Americans, new arrivals, and communities with unmet needs to help improve the quality of life through education, training, supportive services, and self-development opportunities while increasing awareness of distinct cultures and heritage.

2. Project or Program Information

Project/Program Title: ETSS Reynoldsburg FLOW Hub Initiative

Brief Description (2–3 sentences): ETSS proposes the development of a Reynoldsburg FLOW (Food, Language, Opportunity, Wellness) Hub, a one-stop, community-based service center designed to reduce barriers to access and provide coordinated, holistic support. Building on the success of the existing FLOW Hub model, this initiative will deliver integrated services through a combination of ETSS staff and strategic partnerships in the Reynoldsburg community. The goal is to streamline access, reduce travel burdens, and improve outcomes for underserved populations.

*Please Attached a Detail Description to the application

Timeline (Start & End Dates): 6/1/2026 – 5/31/27

Target Population / Community Served (Circle ALL that apply):

- Youth
- Seniors
- Low-Income Families
- Immigrants/Refugees

Neighborhood(s) or Area(s) Served: Reynoldsburg

Partner Organizations (if applicable):

Local Impact Statement: The ETSS Reynoldsburg FLOW Hub represents a strategic investment in a growing and underserved population. By bringing coordinated, culturally responsive services directly into the community, this initiative will strengthen families, expand economic opportunities, and contribute to the overall vitality of Reynoldsburg.

3. Funding Request

Total Project Budget: \$ 263,600

Amount Requested from the City: \$ 175,000

Breakdown of how funds will be used (attach sheet if needed):

Expenses	Amount	Description
	\$122,970	Payroll: 1 ft site coordinator, 1ft counselor, 1 pt ESOL instructor
	\$27,225	Payroll related expenses
	\$932	Professional Services
	\$546	Supplies
	\$500	Travel
	\$12,000	Occupancy
	\$10,827	Administrative
Total	\$175,000	

Other Funding Sources (confirmed or pending):

General Operating Budget

Sustainability Plan (How will this project or program continue after city funding ends?)

ETSS has a long-standing record of accomplishment in cultivating and sustaining strong relationships with a diverse network of grant funding partners in support of its mission. While this foundation has enabled consistent program growth, ETSS has also navigated the challenges that arise when grant cycles conclude—particularly when successful, high-demand programs face limited or no renewal opportunities.

In instances where impactful initiatives such as job placement programs are at risk of ending, ETSS takes a proactive approach by aggressively pursuing alternative funding sources to maintain continuity of services. At the same time, the organization is strengthening its long-term sustainability strategy by deepening partnerships with employers to create more consistent and reliable job placement pipelines.

Additionally, ETSS is expanding collaboration with community-based organizations and workforce training providers to broaden service reach, attract more participants, and enhance program effectiveness. These partnerships are critical to building a more integrated and resilient workforce development ecosystem.

This opportunity is a strategic investment in ETSS's infrastructure and community networks. By supporting the expansion of partnerships and service capacity, this funding will help position ETSS for long-term sustainability, ensuring that high-quality workforce programs can continue to serve the community well beyond the grant period.

4. Organizational Capacity

Describe your organization's past accomplishments or similar projects:

ETSS has been serving the immigrant and refugee community for over 20 years, bringing program models to fruition based on social determinants of health, professional staffing, integrated services, community partnerships and ongoing evaluation, assessment and revision of initiatives and program models. The FLOW Hub model begins in 2025 at one of ETSS's satellite locations. A second hub is developing at the main campus in Whitehall, and Reynoldsburg will be the third HUB developed. ETSS has grown into a multi-faceted

organization, manages millions of grant dollars annually and has established a strong reputation with funders and donors across Central Ohio.

5. Community Impact and Outcomes

Describe the community need this project addresses:

Reynoldsburg is home to a vibrant and expanding population of New Americans and working families who would benefit from the comprehensive support services ETSS provides. The city has a population of approximately 43,000, reporting that 11.4% are foreign-born residents. We have observed an increase in the number of Reynoldsburg residents seeking services from our East Broad Street and West Side locations, indicating both a gap in local access and a clear opportunity to bring services closer to where people work, live and learn. As this population continues to expand, so does the need for accessible, culturally responsive services that support economic stability, family well-being and community integration.

How does this project align with the City's priorities or goals:

The mayor's vision is to make Reynoldsburg a "City of Respect" — welcoming, diverse, and equipped to meet the needs of all residents. One of the core principles stated by the mayor is **Economic Development**: Creating career-based jobs and attracting businesses. ETSS has established the Economic Stability Department, offering programs at no cost to its clients that address workforce development, employer engagement, and entrepreneurship, all which lead to improved employment and income stability among participants. This is just one element of the FLOW Hub. The remaining focus on Food, Language and Wellness all contribute to healthy and stable families as individuals become self-sufficient and integrate into community.

What are the expected outcomes/impacts of this project? *Please provide as much numeric data as possible (i.e., % increase in participants meeting specific goals (e.g., employment, housing stability, graduation, # of individuals who will be impacted?):*

Expected Outcomes

- Increased access to essential services for Reynoldsburg residents

- Improved employment and income stability among participants
- Enhanced English proficiency and digital skills
- Greater family stability and access to resources
- Increased civic engagement and community integration

Details are attached...

What is your

organization's evaluation plan:

ETSS uses a mixed-methods evaluation approach, combining quantitative data and qualitative data to measure program effectiveness, track progress and inform continuous improvement. Data will be collected through intake forms, service tracking systems, pre/post assessments, and participant feedback.

Upload (or attach) the following:

- ☐ 501(c)(3) Certification
- ☐ Project Narrative (Describe how this project will strengthen the local community.)
- ☐ Any documents further elaborating on questions above.

Project Summary: ETSS Reynoldsburg FLOW Hub Initiative

Funding Request: \$175,000

Target Population: New Americans and working families in Reynoldsburg

Community Need

The City of Reynoldsburg, with a population of approximately 43,000, is home to a vibrant and growing New American community, representing 11.4% foreign-born residents. As this population continues to expand, so does the need for accessible, culturally responsive services that support economic stability, family well-being, and community integration.

ETSS has seen a steady increase in Reynoldsburg residents seeking services at its East Broad Street and West Side locations. This trend highlights both a service gap within Reynoldsburg and a clear opportunity to bring critical resources closer to where residents live, work, and learn.

Project Overview

ETSS proposes the development of a **Reynoldsburg FLOW (Food, Language, Opportunity, Wellness) Hub**, a one-stop, community-based service center designed to reduce barriers to access and provide coordinated, holistic support.

Building on the success of the existing FLOW HUB model, this initiative will deliver integrated services through a combination of ETSS staff and strategic community partnerships. The goal is to streamline access, reduce travel burdens, and improve outcomes for underserved populations.

Proposed Services

The Reynoldsburg FLOW Hub will provide comprehensive, culturally, and linguistically responsive programming, including:

- **Youth Services:** After-school enrichment, mentoring, and summer learning opportunities
- **Adult Workforce Development:** ESL, digital literacy, job readiness, and career pathway training
- **Family Support Services:** Navigation of healthcare, housing, and public benefit systems

- **Health & Wellness:** Mental health awareness, trauma-informed care, and wellness resources
- **Civic Integration:** Citizenship preparation, financial literacy, and community engagement

Integrated FLOW Hub Model

The FLOW Hub model is designed as a “one-stop shop” that coordinates multiple services in a single location. Through internal capacity and external partnerships, the hub will provide:

- Employment services and job placement support
- Medicaid and insurance navigation
- Career and education advising
- Emergency food assistance
- ESL, citizenship, and digital literacy classes
- Caregiver and kinship support
- Health and wellness programming
- Legal services through mobile/community-based partners
- Survivor support services
- Connection to broader city and regional initiatives

Expected Outcomes

- Increased access to essential services for Reynoldsburg residents
- Improved employment and income stability among participants
- Enhanced English proficiency and digital skills
- Greater family stability and access to resources
- Increased civic engagement and community integration

Evaluation Approach

The ETSS Reynoldsburg FLOW Hub will use a mixed-methods evaluation approach, combining quantitative (numerical) data and qualitative (story-based) data to measure program effectiveness, track progress, and inform continuous improvement. Data will be collected through intake forms, service tracking systems, pre/post assessments, and participant feedback.

Key Outcomes & Indicators

1. Increased Access to Services

Outcome: Reynoldsburg residents have improved access to culturally responsive, coordinated services.

Indicators:

- Number of Reynoldsburg residents enrolled (target: 400 annually)
- Number of service touchpoints per participant
- % of participants accessing two or more services (target: 60%)

2. Employment & Economic Stability

Outcome: Participants achieve improved employment outcomes and financial stability.

Indicators:

- % of workforce participants who gain employment (target: 60%)
- % who retain employment for 90 days (target: 50%)

3. English Proficiency & Digital Literacy

Outcome: Participants improve language and digital skills needed for employment and daily life.

Indicators:

- % of ESL participants advancing at least one proficiency level (target: 70%)
- Number completing digital literacy training (target: 30)
- Number enrolled in citizenship preparation (target: 25)

4. Health & Wellness

Outcome: Participants demonstrate increased awareness and access to wellness resources.

Indicators:

- Number participating in mental health or wellness workshops
- Referrals to behavioral health or support services

Conclusion

The ETSS Reynoldsburg FLOW Hub is a strategic investment in a growing and underserved population. By bringing coordinated, culturally responsive services directly into the community, this initiative will strengthen families, expand economic opportunities, and contribute to the overall vitality of Reynoldsburg.

CINCINNATI OH 45999-0038

In reply refer to: 0256583628
Dec. 20, 2023 LTR 4168C 0
20-3525591 000000 00
00044743
BODC: TE

ETHIOPIAN TEWAHEDO SOCIAL SERVICES
4300 EAST BROAD STREET STE D
COLUMBUS OH 43213

029255

Employer ID number: 20-3525591
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Dec. 13, 2023, about your tax-exempt status.

We issued you a determination letter in OCTOBER 2006, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Proclamation Recognizing Pride Month June 2026

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A PROCLAMATION RECOGNIZING PRIDE MONTH JUNE 2026

WHEREAS, Pride Month began in June 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ persons and their allies rose up to fight against discriminatory laws, which have since been declared unconstitutional; and

WHEREAS, the City of Reynoldsburg is strengthened by the diversity of ethnic, cultural, racial, gender, and sexual identities of its residents and business community members, all of which contribute to the character, talent, economy, and leadership of our City; and

WHEREAS, while critical steps have been made toward full LGBTQ+ equity and equality, members of our national, state, and local community still face discrimination, exclusion, and prejudice simply for being who they are and for whom they love; and

WHEREAS, each of us can and should promote inclusiveness, celebrate diversity, support all community members, prevent the spread of misinformation, and reject hate and bias in all forms, which will make Reynoldsburg a stronger and more respectful community; and

WHEREAS, we respect and celebrate the richness and variety of cultures, values, traditions, and uniqueness as those attributes enhance the rich tapestry of our community; and

WHEREAS, discrimination against people from the LGBTQ+ community around the world make it imperative for cities like Reynoldsburg to stand up and show support for our LGBTQ+ residents.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, that we do hereby proclaim the month of June 2026 as

PRIDE MONTH AND SUPPORT OUR PRIDE DAY CELEBRATION

in Reynoldsburg and urge residents to reflect on the ongoing struggle for equality that members of the LGBTQ+ community face and celebrate their contributions to our City.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Proclamation Recognizing Juneteenth

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A PROCLAMATION RECOGNIZING JUNETEENTH

WHEREAS, on June 19, 1865, more than 250,000 enslaved people in the state of Texas received news that they were free and that the Emancipation Proclamation had declared all enslaved people to be free nearly two and a half years earlier; and

WHEREAS, since 1865, Juneteenth Day has been celebrated as a special day of celebration of freedom, and the celebration of this day has grown into a day of learning, sharing, and giving respect to the history, culture, and achievements of African-Americans; and

WHEREAS, the 117th Congress established Juneteenth National Independence Day and declared June 19th as a legal public holiday. This bipartisan legislation passed the Senate and the House by a vote of 415 to 14, becoming the 12th federal holiday recognized by the U. S. government; and

WHEREAS, throughout our nation, Juneteenth is celebrated annually as a historical and memorable tribute to our country's African American heritage and the City of Reynoldsburg is proudly celebrating our 7th Annual Juneteenth Celebration; and

WHEREAS, the educational institutions of the nation, including Reynoldsburg City Schools and the Board of Education, are committed to fostering inclusivity,

multiculturalism, and anti-racism to ensure student success and a flourishing community;
and

WHEREAS, the educational institutions of the United States of America, including Reynoldsburg City Schools, have a duty to acknowledge the painful truths of our history and to ensure that our curriculum reflects these truths by incorporating Black and African American history, recognizing that Black history is American history.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, is proud to join our nation in honoring Juneteenth to promote and enhance the unity and spiritual strength that brought African Americans out of slavery and sustain their dignity and prosperity to the present day and do hereby proclaim June 19, 2026, as Juneteenth Day and call upon all residents of Reynoldsburg to join us in this observance.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution Authorizing the Mayor to Enter into a Contract with the Mid-Ohio Regional Planning Commission (MORPC) for Short-Term Planning Services and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR SHORT-TERM PLANNING SERVICES AND WAIVE COMPETITIVE BIDDING

WHEREAS, planning review of applications is critical to maintaining new growth and development; and

WHEREAS, the Mayor and the Development Director have determined the need for short-term planning assistance to supplement the existing planning staff; and

WHEREAS, the cost of the engagement is not to exceed \$48,609 and was included in the 2026 budget.

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

SECTION 1: That the Mayor be and hereby authorized to enter into a contract with MORPC for an amount not to exceed \$48,609 for planning work.

SECTION 2: That these funds are included in the 2026 budget with the \$48,609 being appropriated from unappropriated account number 110.580.5331 Engineering and Architecture.

SECTION 3: That this work is considered professional services, thereby waiving competitive bidding pursuant to the Reynoldsburg City Code Section 175.

SECTION 4: That this Resolution shall be effective immediately upon approval by Council and following the signature of the Mayor.

SECTION 4: Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.



PLANNER POOL PROGRAM (P3) SCOPE OF WORK

May 26, 2026

Eric Meyer; Development Director, Reynoldsburg
7232 E Main St
Reynoldsburg, OH 43068
(614) 322-6807

RE: THE CITY OF REYNOLDSBURG PLANNING & ZONING DEPARTMENT – PLANNER POOL PROGRAM ASSISTANCE

Dear Mr. Meyer,

The Mid-Ohio Regional Planning Commission (MORPC) is able to provide temporary staff planning assistance for the City of Reynoldsburg Development Department (RDD). This contract and the terms therein are intended to assist Reynoldsburg with supplemental staffing assistance.

STATEMENT OF WORK: RDD requests the assistance of MORPC Planning Staff on a temporary basis through the Planner Pool Program.

MORPC STAFF HOURS:	Senior Planner (\$110.00 per hour)	18-24 Hours Weekly
	Principal Planner (\$140.00 per hour)	2 Hours Weekly

SCOPE: MORPC Staff will complete the following services and/or tasks for RDD:

- Planning Department Activities—Discretionary review of major and minor site plan, variance applications, conditional use applications, and certificates of appropriateness (Design Guideline Reviews), staff reports for the Planning and Zoning Board, and Ministerial Reviews
- Planning and Zoning Reviews—Review of zoning permits

TERMS OF AGREEMENT:

- 15 Week Duration: Proposed start date of Monday, 06/15/2026, and end date of Friday, 09/25/2026.
- Minimum of 20 hours of service per week, not to exceed 26 hours, including travel time for on-site days and visits. Reynoldsburg shall also be responsible for reimbursement of mileage

William Murdock, AICP
Executive Director

Ben Kessler
Chair

Laurie Jadwin
Vice Chair

Matthew Starr
Secretary



costs incurred in accordance with GSA standard (currently \$0.725 per mile) for any travel conducted as a result of this agreement.

- Assistance shall primarily be provided remotely, with a potential for in-person assistance up to one day per two weeks.
- **Total Project Cost: Baseline \$37,719.00, and not to exceed \$48,609.00**, including a 10% contingency. Baseline cost accounts for 20 hours of service per week, whereas maximum cost is 26 hours with three additional hours allocated for staff assistance related to project kick-off.
- MORPC shall invoice Reynoldsburg on a monthly basis.

COMPLETION, CANCELLATION, AND EXTENSION: This contract shall start June 15, 2026, and end on September 28th, 2026. Cancellation of the contract prior to completion of all tasks can be achieved within 30 days of mutually agreed upon terms. Extension of the contract can also be facilitated via a written agreement authorized by both parties.

We look forward to working with you on RDD's supplement staffing assistance needs. If this Scope of Work and Compensation meet your approval, please authorize with your signature below. Should you have any questions or need additional information, please contact Juliana Silveira at jsilveira@morpc.org or (614) 233-4219.

Kind Regards,

William Murdock
Executive Director

Acceptance and Authorization to Proceed:

Eric Meyer; Development Director

<DATE>



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Engineering Review Services for the COTA BRT

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR ENGINEERING REVIEW SERVICES FOR THE COTA BRT

WHEREAS, continued review and coordination with the Central Ohio Transit Authority (COTA) on the design of the East Main Bus Rapid Transit Line is of importance to the City; and

WHEREAS, the Mayor and the Development Director have determined the need for additional design review assistance for the updated COTA schedule as currently understood; and

WHEREAS, the cost of the engagement is not to exceed \$38,400 and was included in the 2026 budget.

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

SECTION 1: That the Mayor be and hereby authorized to enter into a contract with EMH&T for an amount not to exceed \$38,400 for planning work.

SECTION 2: That these funds are included in the 2026 budget with the \$38,400 being appropriated from unappropriated account number 110.580.5331 Engineering and Architecture.

SECTION 3: That this Resolution shall be effective immediately upon approval by Council and following the signature of the Mayor.



May 28, 2026

Mr. Eric Meyer
Director of Development
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Subject: 2026 COTA BRT Engineering Support

Dear Eric,

EMH&T is pleased to submit this proposal to assist the City of Reynoldsburg with its review and coordination of the Central Ohio Transit Authority (COTA) Bus Rapid Transit (BRT) project along East Main Street / State Route 40. Under this proposal, EMH&T will continue to support the City through coordination meetings, plan review, and review of traffic analysis materials.

PROJECT ASSUMPTIONS

The scope and fee presented below are based on our current understanding of the level of effort needed to support the City on this project. COTA's recent refinement of the preferred alternative has resulted in changes to the anticipated schedule for the balance of 2026. For purposes of this proposal, we have assumed that COTA will conduct bi-weekly progress meetings, submit formal right-of-way plans in June 2026, resubmit traffic study memo in late summer, and provide a 90% design submittal in the end of 2026 once traffic memo is accepted.

This proposal also assumes that future changes initiated by COTA to the project schedule, design milestones, review sequence, meeting cadence, or overall delivery approach may affect both the City's level of effort and EMH&T's role in supporting that effort. If COTA delays, sequences, expands, or otherwise modifies the project beyond the assumptions outlined above, the City may require additional coordination, technical review, and decision-making support. Any material change affecting the anticipated scope, schedule, or level of service will be reviewed with the City and may require a corresponding modification to the scope and fee. Likewise, if COTA increases the number of meetings, submittals, or related coordination and review activities, the City may need to increase the budget. We anticipate that the current scope and fee will cover services for the remainder of 2026. EMH&T will continue to monitor the budget throughout the year and coordinate with the City regarding any needed adjustments.

SCOPE OF SERVICES

EMH&T will provide engineering services during the project's planning and design phase in a task-oriented manner, as directed by the City, consistent with the level of effort desired by the City, and subject to the available budget. Services are intended to support the City's ongoing coordination with COTA, review project deliverables, and evaluate project impacts as the design advances. Anticipated tasks include the following:

1. Meeting Support

- a. Attend and participate in COTA BRT coordination meetings with the City of Reynoldsburg, including review of meeting materials in advance and discussion of project issues, design development, and City concerns during each meeting.
- b. Assume approximately two meetings per month throughout the remainder of the year, with the understanding that the actual number of meetings may vary based on COTA's schedule and the City's desired level of involvement.
- c. Focus meeting discussions on design elements, comment resolution, project schedule updates, and coordination with City planning, engineering, and related municipal interests. As needed, EMH&T will assist the City in identifying follow-up items and framing technical issues for subsequent coordination.

2. Traffic Analysis Review

- a. Review the updated traffic study memorandum, anticipated to be resubmitted prior to the 90% plan package, including its assumptions, analysis methods, and findings relevant to the City's interests along the corridor. The revised memorandum is expected to address comments provided on the 60% submittal.
- b. Provide comments on traffic-related updates to the City and the COTA BRT team, including observations regarding operations, access, turning movements, and other issues identified during review of the submitted materials.

3. Plan Review

- a. Conduct a detailed review of the right-of-way plans submitted by COTA in June, with attention to proposed right-of-way impacts, access considerations, utility conflicts, maintenance implications, and consistency with City expectations.
- b. Conduct a detailed review of the 90% plans submitted by COTA, anticipated late 2026, to evaluate the progression of design, incorporation of prior comments, and potential impacts to the City's infrastructure, operations, and development planning.
- c. Evaluate compliance with applicable City standards and policies, assess utility and drainage considerations to the extent reflected in the submittals, and review consistency with City planning efforts, access management, and corridor development objectives.
- d. Prepare review comments, coordinate with the City regarding priorities and concerns, and submit consolidated feedback to the BRT team for consideration. As appropriate, EMH&T will also assist the City in tracking major issues and responses between submittals.

FEE

These services will be provided as per the conditions of our Professional Services Agreement (effective January 1, 2024) and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall be hourly, not to exceed a budget of twenty-four thousand dollars (**\$38,400**) without prior authorization from the City. Invoices will be submitted monthly and will be based only on the actual number of hours worked, and expenses incurred according to the rate schedule in our Professional Services Agreement. The professional services described herein will be completed on a time and materials basis. This budget includes labor, reimbursable items, and direct costs.

We appreciate the opportunity to submit this proposal to you. If you approve of the proposed scope work and associated fee, please demonstrate your concurrence by signing below. If you have any questions, please contact me at 614-775-4209.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Mitchell Yake, PE

ACCEPTANCE AND AUTHORIZATION TO PROCEED:

Authorized Signature/Date

PO Number/Date

Print Name



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the state of Ohio does not regulate or license the operation of short-term rentals, leaving it up to local governments to determine how to regulate their use in municipalities; and

WHEREAS, this Council recognizes that short-term rentals have proven to require increased calls for service from first responders and can be associated with crime, noise complaints, and occupancy violations; and

WHEREAS, the City of Reynoldsburg has experienced multiple significant incidents where the use of a short-term rental property was associated with noise, firearms, and, unfortunately, injury to persons and property; and

WHEREAS, the Council of the City of Reynoldsburg seeks to prevent similar incidents in the future and promote public safety; and

WHEREAS, this Council recognizes that short-term rentals bring commercial activity into non-commercial zoning districts that property owners may reasonably expect will be free of any such commercial activity; and

WHEREAS, the Council of the City of Reynoldsburg finds it to be in the best interest of the City to enact Section 705 of the Codified Ordinances of the City of Reynoldsburg to prohibit the operation of short-term rentals as contrary to the public peace, safety, and general welfare.

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

SECTION 1. That Part Seven, Chapter 705 of the Codified Ordinances of the City of Reynoldsburg be added to read as follows:

SEE ATTACHED EXHIBIT A.

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

Chapter 705

Short-term Rentals

<u>705.01</u>	Statement of purpose and intent.
<u>705.02</u>	Definitions.
<u>705.03</u>	Permit Required.
<u>705.04</u>	Short-Term Rental Registration and Renewal.
<u>705.05</u>	Short-Term Rental Operator Requirements.
<u>705.06</u>	Minimum Number of Rental Nights.
<u>705.07</u>	Grounds for Denial.
<u>705.08</u>	Grounds for Revocation.
<u>705.99</u>	Penalties.

705.01 STATEMENT OF PURPOSE AND INTENT.

Short-term rentals offer transient sleeping accommodations to guests for compensation and are a commercial activity directly analogous to the service offered by hotels. Unlike hotels, short-term rentals are not licensed or otherwise regulated by the state. The regulation of short-term rentals therefore is left to local governments. Short-term rentals have been known to require increased calls for service from emergency responders due to incidents of crime, noise disturbances, or occupancy violations. The City of Reynoldsburg has therefore adopted the following regulations for short-term rental properties to further public safety and the general welfare.

705.02 DEFINITIONS.

As used in this chapter:

(a) "Short-term rental" means any dwelling with five or fewer guestrooms that is reserved/rented wholly or partly for any form of consideration for less than thirty (30) consecutive days by a short-term rental guest, whether such consideration is paid directly by the short-term rental guest or collected by a hosting platform and remitted to the short-term rental operator. "Short-term rental" does not include a room in any hotel, motel, or bed and breakfast, as defined elsewhere in the Codified Ordinances.

(b) "Dwelling" means any structure or shelter, whether of residential or commercial design and whether of permanent or temporary construction, used, or attempted to be used, as a short-term rental.

(c) "Hosting platform" means an entity that participates in the short-term rental business/industry by providing for or facilitating a booking service through a website, application, or other digital or non-digital means whereby a short-term rental host may offer, list, advertise, or market a short-term rental to a potential short-term rental guest.

(d) "Primary Residence" means a residence that is the usual place of return for housing as documented by at least two of the following: motor vehicle registration, driver's license, tax documents, lease copy or a utility bill. An owner or permanent occupant can only have one primary residence.

(e) "Short-Term Rental Guest" means persons renting temporary lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for less than 30 consecutive days.

(f) "Short-Term Rental Operator" means persons operating, letting, listing, advertising, or otherwise making available, any dwelling within the City of Reynoldsburg for the purpose of a short-term rental.

Chapter 705

Short-term Rentals

705.03 PERMIT REQUIRED.

(a) No person shall operate, let, rent, list, advertise, or otherwise make available, any dwelling in any district of the City of Reynoldsburg for the purpose of a short-term rental without registering in accordance with this chapter.

(b) The dwelling being operated as a short-term rental must either be owned by the short-term rental operator or be the primary residence of the short-term rental operator.

(c) A registration application may be submitted at any time to the Mayor, or his/her designee. If the registration application is approved, such registration shall take effect on the day of approval and shall expire on December 31st of the year approved; provided, however, that if an initial registration application is approved on or after September 1, the registration shall be effective until December 31 of the next calendar year.

(1) Registration to operate a short-term rental shall be renewed by the applicant before the end of each calendar year.

(2) The deadline for submitting an application for renewal shall be the first Monday of November of the year in which the registration is set to expire. Failure to renew shall result in expiration on December 31st. If a permit is successfully renewed, it shall be in effect for the next calendar year, beginning on January 1st and expiring on December 31st of the same year.

(d) The short-term rental operator must maintain a copy of the permit on premises.

705.04 SHORT-TERM RENTAL REGISTRATION AND RENEWAL.

(a) An application for a short-term rental permit, and/or renewal of a permit, shall be made to the Mayor, or his/her designee, upon approved forms, for an application fee of \$225. City Council shall have authority to amend the fee amount from time to time to reflect the costs of administering this chapter.

(b) The application for a permit to operate a short-term rental shall contain the following information:

(1) Name of the applicant, including mailing address, telephone number, and email address;

(2) Sufficient information to demonstrate compliance with either the permanent occupancy or ownership requirements outlined in § 705.03(b);

(3) The names of all hosting platforms that are used by the short-term rental host and proof of rental insurance for the unit rental;

(4) The names of all advertising outlets in which the short-term rental host intends to advertise such rental if the short-term rental host is not using a hosting platform;

(5) The maximum number of occupants that will be accommodated at the short-term rental, not to exceed two per bedroom;

(6) The maximum number of motor vehicles that will be permitted to park at the short-term rental; this number shall not exceed the number that can be garaged on-premises, plus two that may park in a driveway, plus two that may park on-street;

(7) An affidavit attesting that the short-term rental operation is in compliance with all applicable local, state, and federal laws and regulations concerning the provision of sleeping accommodations to transient guests.

(c) The applicant must notify the Mayor, or his/her designee, of any change in information contained in the permit application within ten days of the change.

(d) Any change in ownership of the dwelling shall void the current registration and shall require submission and approval of a new registration application.

Chapter 705

Short-term Rentals

(e) A short-term rental shall be assigned an individual registration account number that must be prominently posted with the unit on a hosting platform or in any other advertisement regarding the unit. Said valid registration shall be displayed but removed upon expiration.

705.05 SHORT-TERM RENTAL OPERATOR REQUIREMENTS.

- (a) One short-term rental registration per short-term rental operation may be issued.
- (b) A short-term rental host shall provide written notice to a short-term rental guest of any known, non-obvious, or concealed condition, whether human-made or artificial, which may present a danger to the short-term rental guest, and shall designate a local 24-hour emergency contact person for the short-term rental.
- (c) *Records required.* Short-term rental hosts that offer short-term rentals shall retain and, upon request, make available to the Mayor, or his/her designee, official records to demonstrate compliance with this section, including, but not limited to, ownership or primary residency, the dates and duration of each stay in the short-term rental, the rate charged for each short-term rental on each night, the maximum occupancy permitted at the short-term rental, and the maximum number of motor vehicles permitted at the short-term rental. Additionally, short-term rental operators must retain and, upon request, make available to the Mayor, or his/her designee, information regarding any specific rental stay, including, but not limited to, the number of renters/guests that will be present, the duration of the stay and approximate time frames for occupancy, the number of vehicles that will be present, and a contact number for the rental host that may be used 24/7 for any issues related to the short-term rental unit during the stay.

705.06 MINIMUM NUMBER OF RENTAL NIGHTS.

- (a) Short-term rental operators are prohibited from offering a stay of only one or two nights. For each rental period or stay, transient guests must book at least three nights total.

705.07 GROUNDS FOR DENIAL.

- (a) The Mayor, or his/her designee, shall approve a registration, or grant the renewal of an existing registration, except as provided in divisions (b) and (c) of this section.
- (b) The Planning Director, or his/her designee, shall deny any application for a new registration, or renewal of registration, if any of the following are shown to have occurred at the short-term rental property:
 - (1) The applicant makes a material misrepresentation of fact on the application;
 - (2) The applicant or owner of the short-term rental has been convicted of violating § 705.06;
 - (3) The short-term rental host is not in good standing with the Regional Income Tax Agency (RITA).
 - (4) The short-term rental has a documented history of repeated conduct that endangers neighborhood safety or of conditions interfering with the use and enjoyment of property within its vicinity; or of conduct in violation of § 705.06.
- (c) Evidence of conduct under divisions (a) and (b) of this section need only be that of de facto violation of law; evidence of conviction is not a prerequisite for denial unless specifically indicated.

705.08 GROUNDS FOR REVOCATION.

- (a) The Mayor, or his/her designee, may revoke and/or suspend a short-term rental registration if a unit is listed on a hosting platform or advertised elsewhere without the registration number as

Chapter 705

Short-term Rentals

required under § 705.04(e); or is perpetuating conditions interfering with use and enjoyment of properties within its vicinity; or is delinquent in filing or payment with the Regional Income Tax Agency (RITA); or has exceeded the limitation set forth in § 705.06. Conditions interfering with use and enjoyment of properties within the vicinity of a short-term rental include, but are not limited to:

(1) Noise audible beyond the boundary of the property on which the short-term rental is located;

(2) Occupancy by a number of guests exceeding the maximum number included in the registration for the short-term rental;

(3) Parking of a number of motor vehicles exceeding the maximum number included in the registration for the short-term rental; or

(4) Uninvited entry of short-term rental occupants upon private property within 500 feet of the short-term rental.

(b) A violation of any of the conditions in § 705.08(a) shall result in progressive discipline:

(1) Upon the first violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering for six months from the date of termination.

(2) Upon the second violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering for one year from the date of termination.

(3) Upon the third violation, the registration for the short-term rental shall be terminated and the short-term rental host prohibited from re-registering at any time in the future.

705.99 PENALTIES.

(a) Whoever violates any provision of this chapter shall be guilty of an unclassified misdemeanor and shall be fined not more than \$250. Upon subsequent convictions within a two-year period, the penalty shall be an unclassified misdemeanor but the guilty party shall be fined not more than \$1,000, in addition to any other penalties as imposed by this chapter.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 907 RIGHTS-OF-WAY MANAGEMENT POLICY OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg regulates the use or occupation of all rights-of-way in the City, the issuance of right-of-way permits, and set forth the related policies; and

WHEREAS, the City intends to repeal and replace the existing management of the City's rights-of-way as outlined in Chapter 907 to more accurately reflect the current standards and best practices; and

WHEREAS, this Council has determined that it is in the best interests of the City, its residents, and business, to establish these new standards reflective of other municipalities.

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

SECTION 1. That Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg be repealed and the same is hereby replaced to read as follows:

SEE ATTACHED EXHIBIT A

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

CHAPTER 907. RIGHTS-OF-WAY MANAGEMENT POLICY

907.01 DECLARATION OF FINDINGS AND PURPOSE, SCOPE, DEFINITIONS.

(A) *Findings and purpose.*

- (1) The City of Reynoldsburg, Ohio (the "city") is vitally concerned with the use of all rights-of-way in the city as such rights-of-way are a valuable and limited resource which must be utilized to promote the public health, safety, and welfare including the economic development of the city.
- (2) Changes in the public utilities and communication industries have increased the demand and need for access to rights-of-way and placement of facilities and structures therein.
- (3) It is necessary to comprehensively plan and manage access to, and structures and facilities in, the rights-of-way to promote efficiency, discourage uneconomic duplication of facilities, lessen the public inconvenience of uncoordinated work in the rights-of-way, and promote the public health, safety, and welfare.
- (4) It is the policy of the city to obtain the reasonable fair market value for the sale or disposition of any property interest that is no longer needed for use as a right-of-way.
- (5) The city has authority under the Laws and Constitution of the State of Ohio, including but not limited to Article 18, Sections 3, 4 and 7, to regulate public and private entities which use the rights-of-way.

(B) *Scope.* The provisions of this Chapter shall apply to all users of the Rights-of-way as provided herein. To the extent that anything in this Chapter 907 conflicts with other sections of the Code, then the provisions of this Chapter 907 shall control.

(C) *Definitions.* For the purposes of Chapter 907 the following terms, phrases, words, and their derivations have the meanings set forth herein. When not inconsistent with the context, words in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "Sections" are, unless otherwise specified, references to Sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

- (1) "ABANDONED" means the designation given to a Facility, except for a Small Cell Facility or Wireless Support Structure in the Right-of-way, when its operations or use are discontinued in a manner that is not in accordance with Section 907.02(g); or for a period exceeding ninety (90) consecutive days or a total of one hundred eighty (180) days in any three hundred sixty-five-day period, without notice of the discontinued operations or use given to the City by the Provider and without the City's approval; and except for a period of discontinued operations or use that has been caused by acts of God. Small Cell Facilities or Wireless Support Structures shall be deemed Abandoned if the Facilities or Support Structures are unused for a period of three hundred sixty-five (365) days without the Operator otherwise notifying the City and receiving the City's approval.
- (2) "AFFILIATE" means each Person who falls into one or more of the following categories: (a) each Person having, directly or indirectly, a controlling interest in a Provider, (b) each Person in which a Provider has, directly or indirectly a controlling interest, (c) each officer, director, general partner, limited partner or shareholder holding an interest of fifteen percent (15%) or more, joint venturer or joint venture partner, of a Provider, and (d) each Person, directly or indirectly, controlling, controlled by, or under common control with the Provider; provided that Affiliate shall in no event mean any limited

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- partner or shareholder holding an interest of less than fifteen percent (15%) of such Provider, or any creditor of such Provider solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, such Provider.
- (3) "ANTENNA" means communications equipment that transmits or receives radio frequency signals in the provision of Wireless Service.
 - (4) "APPLICANT" means any Person who seeks to obtain a Certificate of Registration and/or a Permit.
 - (5) "APPLICATION" means the process by which an Applicant submits a request to obtain a Certificate of Registration and/or a Permit.
 - (6) "APPLICATION FEE" means the fee paid to the City for application for a Certificate of Registration pursuant to Section 907.03(a).
 - (7) "BANKRUPTCY CODE" means the United States Bankruptcy Code of 1978, as amended including regulations promulgated by Title 11 of the United States Code.
 - (8) "BEST EFFORT(S)" means the best reasonable efforts under the circumstances, taking into consideration, among other appropriate matters, all applicable Laws, regulations, safety, engineering and operational codes, available technology, human resources, and cost.
 - (9) "CABLE FRANCHISE" means the same as "franchise" in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (10) "CABLE OPERATOR" means the same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (11) "CABLE SERVICE" means the same as in the Cable Communications Policy Act of 1984, 98 Stat. 2779, 47 U.S.C. 522.
 - (12) "CERTIFICATE OF REGISTRATION" means the document issued to each Provider and its unique System to occupy the Rights-of-way within the City that outlines the terms of that occupancy of the Rights-of-way.
 - (13) "CITY" means The City of Reynoldsburg, Ohio.
 - (14) "CITY COUNCIL" means the governing body of the City of Reynoldsburg, Ohio.
 - (15) "CITY OF COLUMBUS" means the City of Columbus, Ohio and/or its divisions or departments.
 - (16) "Mayor" means the duly elected Mayor of the City of Reynoldsburg, Ohio or her/his designee.
 - (17) "CODE (or C.O.)" means the codified ordinances of Reynoldsburg, Ohio.
 - (18) "COLLOCATION OR COLLOCATE" means to install, mount, maintain, modify, operate, or replace Wireless Facilities on a Wireless Support Structure.
 - (19) "CONFIDENTIAL/PROPRIETARY INFORMATION" means all information that has been either identified or clearly marked as confidential/proprietary by the Provider prior to any submission.
 - (20) "CONSTRUCT" means, but not be limited to, digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing Facilities, other than landscaping, ornamental plantings in, on, above, within, over, below, under or through any part of the Rights-of-way. Construct shall also include the act of opening and/or cutting into the surface of any paved, unimproved or improved surface that is any part of the Right-of-way.
 - (21) "CONSTRUCTION" means, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing wires, installing conduit, installing pipes, installing transmission lines, installing poles, installing signs or installing Facilities, other than landscaping, ornamental plantings in,
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- on, above, within, over, below, under or through any part of the Rights-of-way. Construction shall also include the act of opening and/or cutting into the surface of any paved, unimproved or improved surface that is part of the Right-of-way.
- (22) "CONSTRUCTION BOND" means a bond posted to ensure proper and complete Construction and/or repair of a Facility and the affected Rights-of-way pursuant to a Permit.
 - (23) "CONSTRUCTION AND MAJOR MAINTENANCE PLAN" means a written plan including maps of the expected location, design, other related equipment and Facilities of a Provider which describes in full the Construction intended to be accomplished by the Provider in the Rights-of-way over the next calendar year.
 - (24) "CONSTRUCTION PERMIT" means the Permit specified in Section 907.14 et seq. which must be obtained before a Person may Construct in, locate in, occupy, maintain, move or remove Facilities from, in or on the Rights-of-way.
 - (25) "COUNTY" means Franklin County, Ohio, Licking County, Ohio, or Fairfield County, Ohio. County specifically excludes any and all contractors, agents or other Persons acting on behalf of said County(s).
 - (26) "CREDIBLE" means worthy of being believed.
 - (27) "DECORATIVE POLE" means a pole, arch, or structure other than a street light pole placed in the Right-of-Way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for the following: (i) electric lighting; (ii) specifically designed informational or directional signage; or (iii) temporary holiday or special event attachments.
 - (28) "DESIGN GUIDELINES" means detailed guidelines and specifications promulgated by the City in accordance with ORC 4939 for the design and installation of Small Cell Facilities and Wireless Support Structures in the Right-of-way.
 - (29) "DIRECTOR OF FINANCE" means the duly appointed elected City Auditor of the City of Reynoldsburg, Ohio.
 - (30) "DIRECTOR OF PUBLIC SERVICE" means the duly appointed Director of Public Service of the City of Reynoldsburg, Ohio or her/his designee.
 - (31) "EMERGENCY" means a condition that poses a clear and immediate danger to life or health, or of a significant loss of property.
 - (32) "FACILITY(IES)" means any tangible thing located in any Rights-of-way within the City, and includes Wireless Facilities and Wireless Support Structures; but shall not include boulevard plantings, ornamental plantings or gardens planted or maintained in the Rights-of-way between a Person's property and the street edge of pavement.
 - (33) "FCC" means the Federal Communications Commission, or any successor thereto.
 - (34) "FERC" means the Federal Energy Regulatory Commission as created and amended in accordance with the Federal Power Act, 16 U.S.C. 792, or its statutory successor.
 - (35) "FINANCE DIRECTOR" means the duly elected City Auditor of the City of Reynoldsburg, Ohio.
 - (36) "FULL" means unable to accommodate any additional Facilities as determined by the Mayor following a reasonable analysis taking into consideration all applicable Law; commonly accepted industry standards; and routine engineering practices.
 - (37) "HEIGHT" means the distance measured from the pre-existing grade level to the highest point on the structure, including the Small Cell Facility, even if said highest point is an Antenna or lightening protection device.
 - (38) "HISTORIC DISTRICT" means a building, property, or site, or group of buildings, properties, or sites that are either of the following:
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- A. Listed in the national register for historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C.
- B. A registered historic district as defined in ORC 149.311.
- (39) "IN" when used in conjunction with Rights-of-way, means in, on, above, within, over, below, under or through a Rights-of-way.
- (40) "INSPECTOR" means any Person authorized by the Mayor Service to carry out inspections related to the provisions of Chapter 907.
- (41) "LAW" means any local, state and/or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff or other requirement in effect either at the time of execution of Chapter 907 or at any time during the location of, and/or while a Provider's Facilities are located in the public Rights-of-way.
- (42) "LAW DIRECTOR" means the duly elected City Attorney of the City of Reynoldsburg, Ohio.
- (43) "MICRO WIRELESS PERMIT" means a permit, which must be obtained before a person can construct, modify, collocate or replace a Small Cell Facility or Wireless Support Structure, as set forth in Section 907.07 et seq., in or on the Rights-of-way.
- (44) "MINOR MAINTENANCE PERMIT" means a Permit, which must be obtained before a Person can perform minor maintenance, as set forth in Section 907.16, in or on the Rights-of-way.
- (45) "OCCUPY OR USE" means, with respect to a public Right-of-way, to place a tangible thing in a public Right-of-way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.
- (46) "OMUTCD" means the Ohio Manual of Uniform Traffic Control Devices which is the uniform system of traffic control devices promulgated by the Ohio Department of Transportation pursuant to ORC 4511.09.
- (47) "ORC" means the Revised Code of the State of Ohio.
- (48) "OHIO UTILITY PROTECTION SERVICE" means the utility protection service as defined in ORC 153.64 and/or Section 3781.26 or a statutory successor thereto.
- (49) "OPEN VIDEO SERVICE" means any video programming Services provided to any Person through the use of Rights-of-way, which Person is certified by the FCC to operate an Open Video System pursuant to § 651 et seq. of the Telecommunications Act of 1996 (codified at 47 U.S.C. Title VI, Part V), regardless of the facilities used.
- (50) "OPERATOR" means Wireless Service Provider, Cable Operator, or a Video Service Provider that operates a Small Cell Facility and provides Wireless Service. For purposes of this chapter, Operator includes a Wireless Service Provider, Cable Operator, or a Video Service Provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(20), as services that are fixed in nature or use unlicensed spectrum.
- (51) "PERMIT" means a Construction Permit, a Minor Maintenance Permit or a Micro Wireless Permit, as the context requires.
- (52) "PERMIT COST" means all direct, incidental and indirect costs actually incurred or realized by the City for Permit issuance, Permit oversight and pavement degradation resulting from Construction activity.
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- (53) "PERMIT FEE" means money paid to the City for a Permit to Construct in the Rights-of-way and/or Collocate Small Cell Facilities and/or Wireless Support Structures in the Rights-of-Way, as the context requires, and as required by Chapter 907.
- (54) "PERMITTEE" means any Person to whom a Construction Permit and/or, Minor Maintenance Permit and/or a Micro Wireless Permit has been granted by the City and not revoked.
- (55) "PERSON" means any natural person or corporate entity, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- (56) "PROVIDER" means a Person who owns or operates a System and has a valid Certificate of Registration. The City, County, Schools, Small Cell Facility Operators and Cable Operators operating pursuant to a valid Cable Franchise, or Video Service Provider operating pursuant to a valid Video Service Authorization shall also be considered Providers.
- (57) "PUBLIC UTILITY" means a Wireless Service Provider as defined in division (A)(20) of ORC 4927.01 or any company described in ORC 4905.03 except in divisions (B) and (I) of that section, which company also is a Public Utility as defined in ORC 4905.02; and includes any electric supplier as defined in ORC 4933.81.
- (58) "PUCO" means the Public Utilities Commission of Ohio as defined in ORC 4901.02.
- (59) "REGISTRATION MAINTENANCE FEE" means the money paid to the City to maintain a Certificate of Registration and compensate the City for all actual costs incurred by the City in the management, administration and control of the Rights-of-way of the City, and which are not reasonably recoverable by the City through Construction Permit Fees or other approved recovery mechanisms.
- (60) "REMOVAL BOND" means a bond posted to ensure the availability of sufficient funds to remove a Provider's Facilities upon abandonment or disuse, or discontinuance of a Provider's use or occupation of the Rights-of-way.
- (61) "RESTORATION" means the process and the resultant effects by which a Rights-of-way is returned to a condition as good as or better than its condition immediately prior to the Construction. Restoration shall occur in accordance with the Rules and Regulations as may be enacted or amended from time to time.
- (62) "RIGHT(S)-OF-WAY" means the surface of, and the space within, through, on, across, above or below, the paved or unpaved portion of any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a compatible public use, which, on or after July 2, 2002, is owned or controlled by the City. Right-of-Way excludes a private easement.
- (63) "RIGHT(S)-OF-WAY COST" means all direct, incidental and indirect costs borne by the City for the management and administration of the Rights-of-way and this Chapter.
- (64) "RULE(S) AND REGULATION(S)" means any rules or regulations adopted by the Mayor Service pursuant to Section 907.06(e).
- (65) "SCHOOLS" means the Reynoldsburg Local School District, Southwestern Licking School District, or Licking Heights School District. Schools specifically exclude any and all contractors, agents or other Persons acting on behalf of said Schools.
- (66) "SERVICE(S)" means the offering of any service or Utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision (for a fee or otherwise) of any service or Utility between two (2) or more points for a proprietary purpose to a class of users other than the general public that in the opinion of the Mayor constitutes a service.
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- (67) "SMALL CELL FACILITY" a wireless facility that meets both of the following requirements:
- A. Each Antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six (6) cubic feet in volume.
 - B. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (68) "STATE" means the State of Ohio.
- (69) "SUPPLEMENTARY APPLICATION" means any application made to Construct on or in more of the Rights-of-way than previously allowed, to extend a Permit that had already been issued, or to otherwise modify or amend the specifics of a Permit application.
- (70) "SYSTEM" means any System of conduit, cables, ducts, pipes, wires, lines, towers, antennae, wave guides, optic fiber, microwave, laser beams and any associated converters, equipment or Facilities or Utilities designed and constructed for the purpose of producing, receiving, amplifying, delivering or distributing Services within the City. A System shall specifically include, but not necessarily be limited to: electric distribution and/or transmission systems, natural or artificial gas distribution and/or transmission systems, water distribution systems, storm sewer systems, sanitary sewer systems, cable television systems, video service networks, telecommunications systems (whether voice, video, data, or other), fiber optic systems, and wireless communications systems.
- (71) "SYSTEM REPRESENTATIVE" means the specifically identified agent/employee of a Provider who is authorized to direct field activities of that Provider and serve as official notice agent for System related information. Any such System Representative shall be required to be available at all times to receive notice of and immediately direct response to System related emergencies or situations.
- (72) "TRANSFER" means the disposal by the Provider, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of fifty-one percent (51%) or more at one time of the ownership or controlling interest in the System, or fifty-one percent (51%) cumulatively over the term of a Certificate of Registration of such interests to a corporation, partnership, limited partnership, trust, or association or Person or group of Persons acting in concert.
- (73) "TRENCHLESS TECHNOLOGY" means, but not be limited to, the use of directional boring, horizontal drilling, microtunneling and other techniques in the Construction of underground portions of Facilities which result in the least amount of disruption and damage to Rights-of-way as possible.
- (74) "UNDERGROUND FACILITY(IES)" means all lines, cables, conduits, pipes, posts, tanks, vaults and any other Facilities which are located wholly or partially underneath Rights-of-way.
- (75) "UNUSED FACILITY(IES)" means facilities located in the Rights-of-way which have remained unused for twelve (12) months and for which the Provider is unable to provide the City with a Credible plan detailing the procedure by which the Provider intends to begin actively using such Facilities within the next twelve (12) months, or that it has a potential purchaser or user of the Facilities who will be actively using the Facilities within the next twelve (12) months, or that the availability of such Facilities is required by the Provider to adequately and efficiently operate its System.
- (76) "UTILITY(IES)" means any water, sewer, gas, drainage, sprinkler or culvert pipe and any electric power, telecommunications, signal communications, cable television or video service provider conduit, fiber, wire, cable, or an operator thereof.
- (77) "UTILITY CORRIDOR(S)" means those specific areas of the Rights-of-way designated as such by the Mayor pursuant to Section 907.03(e)(1).
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- (78) "UTILITY POLE" A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. Utility Pole excludes street signs and decorative poles.
- (79) "VIDEO SERVICE" means the same as "video service" in ORC 1332.21(J).
- (80) "VIDEO SERVICE AUTHORIZATION (or VSA)" means a "video service authorization" as issued to a Video Service Provider by the Director of the Ohio Department of Commerce in accordance ORC 1332.24(A)(1).
- (81) "VIDEO SERVICE NETWORK" means the same as "video service network" in ORC 1332.21(L).
- (82) "VIDEO SERVICE PROVIDER (or VSP)" means the same as "video service provider" in ORC 1332.21(M).
- (83) "WIRELESS FACILITY" means:
- A. Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 - 1. Equipment associated with wireless communications;
 - 2. Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of the technological configuration.
 - B. The term includes Small Cell Facilities.
 - C. The term does not include any of the following:
 - 1. The structure or improvements on, under, or within which the equipment is Collocated;
 - 2. Coaxial or fiber-optic cable that is between Wireless Support Structures or Utility Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna.
- (84) "WIRELESS SERVICE" means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using Wireless Facilities.
- (85) "WIRELESS SERVICE PROVIDER" means a person who provides Wireless Service as defined in division (A)(19) of ORC 4927.01.
- (86) "WIRELESS SUPPORT STRUCTURE" means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or Utility Pole is capable of supporting Small Cell Facilities. As used in this chapter, Wireless Support Structure excludes all of the following:
- A. A Utility Pole or other facility owned or operated by a municipal electric utility;
 - B. A Utility Pole or other facility used to supply traction power to public transit systems including railways, trams, streetcars, and trolleybuses.
- (87) "WORKING DAY" means any Monday, Tuesday, Wednesday, Thursday, or Friday, but excluding legal holidays observed by the City.

907.02 RIGHTS-OF-WAYS ADMINISTRATION.

- (A) Administration. The Mayor shall be the principal city official responsible for the administration of Chapter 907, except as otherwise provided herein. The Mayor may delegate any or all of the duties hereunder to the Mayor's designee.
- (B) Rights-of-way occupancy. Each Person who occupies, uses or seeks to occupy or use the Rights-of-way to operate a system located in the Rights-of-way, or who has, or seeks to have, a system located in any rights-of-way, shall apply for and obtain a Certificate of Registration pursuant to Chapter 907. Any person owning, operating or maintaining a system in the rights-of-way without a Certificate of Registration, including persons

operating under a permit, license or franchise issued by the City prior to the effective date of Chapter 907 shall apply for and obtain a Certificate of Registration from the City, unless exempted by Section 907.02(d). Application will consist of providing the information set forth in Section 907.03 and as reasonably required by the Mayor or Mayor's designee.

- (C) No Construction Without a Certificate of Registration. Following the effective date of Chapter 907, no Person shall Construct or perform any work on or in any Rights-of-way nor shall a Provider use any System or any part thereof located on or in any Rights-of-way without first obtaining a Certificate of Registration. Whoever violates this section is guilty of a misdemeanor of the fourth degree as provided for in Section 907.99.
- (D) Exceptions.
- (1) The following entities are not obligated to obtain a Certificate of Registration: the City and resellers of Services or Persons that do not own any System or Facilities in the Rights-of-way.
 - (2) The following entities are required to participate in the Certificate of Registration process, but shall be exempt from the financial obligations of the Application Fee required by Section 907.03(a) and the Registration Maintenance Fee required by Section 907.05(a); Cable Operators for the purpose of providing only Cable Service and operating pursuant to a valid Cable Franchise; Video Service Provider for the purpose of providing only Video Service and operating pursuant to a valid Video Service authorization issued in accordance with ORC 1332.24; any entity which possesses an existing and valid non-terminable, non-amendable or non-revocable written privilege or authority previously granted by the City for the use or occupancy of the Right-of-way, whereby such exemption shall be limited to for specific term and limited conditions or obligations as previously granted; the Schools; the City of Columbus; and the County. In addition, Cable Operators shall be exempt from any requirement of the Certificate of Registration process that is in direct conflict with the requirements of, and/or specifically exempted by, a valid Cable Franchise with the City.
- (E) Systems in Place Without a Certificate of Registration. Any System or part of a System found in the Rights-of-way for which a Certificate of Registration has not been obtained or an exemption has been otherwise authorized by Chapter 907, shall be deemed to be a nuisance and an unauthorized use of the Rights-of-way. The City may exercise any remedies or rights it has at Law or in equity, including, but not limited to, abating the nuisance; taking possession of the Facilities and/or non-complying portion of such System; and/or prosecuting the violator.
- (F) Future Uses. Subject to applicable Law, in allowing Providers and Permittees to place Facilities in the Rights-of-way, the City shall not be liable for any damages caused thereby to any Provider's Facilities that are already in place or that shall be placed in the Rights-of-way unless those damages arise out of the sole negligence, gross negligence, willful misconduct, or fraud of the City. No Provider is entitled to rely on the provisions of this Chapter as creating a special duty to any Provider.
- (G) Discontinuance of Operations, Abandoned and Unused Facilities.
- (1) A Provider who has discontinued or is discontinuing its operations of any System in the City shall:
 - A. Provide information satisfactory to the City that the Provider's obligations for its System in the Rights-of-way under this section and any other sections in the Code have been lawfully assumed by another Applicant and/or Provider; or
 - B. Submit a written proposal to re-use its Facilities in a manner that promotes the City's goals of providing innovative and economic solutions to efficiently and economically utilize limited Rights-of-way capacity. Such proposal must be approved or denied by the Mayor or Mayor's designee. The denial of a proposal to re-use its Facilities in a manner that promotes the City's goals of providing innovative and economic solutions to efficiently and economically utilize limited Rights-of-way capacity shall be done in writing and describe the City's reasons for such a denial. The denial may be appealed by the Provider to the Mayor. The decision of the Mayor shall be final; or

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- C. Submit a written proposal for abandonment of Facilities in place indicating why good engineering practice would support this type of solution. The Mayor or Mayor's designee must approve or deny said proposal. The denial of a proposal to abandon facilities in place shall be done in writing and describe the reasons for such a denial. The denial may be appealed by the Provider to the Mayor. The decision of the Mayor shall be final; or
 - D. Completely remove all specifically identified portion(s) of its System in a manner acceptable to the City within a reasonable amount of time if the City believes that there exists a reasonable justification for such removal; or
 - E. Submit to the City within a reasonable amount of time and in accordance with ORC 4905.20 and 4905.21, a proposal for transferring ownership of its Facilities to the City. If a Provider proceeds under this clause, the City may, at its option where lawful:
 - 1. Purchase the Facilities; or
 - 2. Unless a valid removal bond has already been posted pursuant to Section 907.18(b), require the Provider to post a bond in an amount sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the Facilities.
- (2) Facilities of a Provider that fail to comply with this section and which remain Unused Facilities shall be deemed to be Abandoned. Abandoned Facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at Law or in equity, including, but not limited to:
- A. Abating the nuisance;
 - B. Taking possession of the Facilities and restoring them to a useable condition subject to a finding of the PUCO pursuant to the requirements of ORC 4905.20 and 4905.21; or
 - C. Requiring removal of the Facilities by the Provider or by the Provider's surety.
- (3) If the City requires a Provider to remove Unused Facilities in any Rights-of-way, the City shall use reasonable efforts to direct that this removal occur in conjunction with other scheduled excavations of the Rights-of-way. If the City abates the nuisance it may take all action necessary to recover its costs and to abate said nuisance, including, but not limited to, those methods set forth in ORC 715.261.
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- (H) Nature of Issuance. A Certificate of Registration shall not convey equitable or legal title in the Rights-of-way. A Certificate of Registration is only the nonexclusive, limited right to occupy Rights-of-way in the City, for the limited purposes and for the limited period stated in the Certificate of Registration and in accordance with Chapter 907 of the Code. The rights to occupy the Right-of-way may not be subdivided or subleased; provided, however, that two (2) or more Providers may locate Facilities in the same area of the Rights-of-way so long as each such Provider complies with the provisions of Chapter 907. Such Providers may file a joint application for a Construction Permit. A Certificate of Registration does not excuse a Provider from obtaining appropriate access or pole attachment agreements before locating its Facilities on Facilities of others, including the City's Facilities. A Certificate of Registration does not prevent a Provider from leasing space in or on the Provider's System, so long as the sharing of Facilities does not cause a violation of Law, including the provisions of Chapter 907. A Certificate of Registration does not excuse a Provider from complying with any provisions of the Code or other applicable Law.
- (i) Other Approvals, Permits, and Agreements. In addition to a Certificate of Registration, Providers shall obtain any and all regulatory approvals, permits, authorizations, or licenses necessary for the offering or provision of such Services from the appropriate federal, state and local authorities and upon the City's reasonable request, shall provide copies of such documents to the City. Further, a Certificate of Registration issued pursuant to Chapter 907 shall not entitle a Provider to use, alter, convert to, or interfere with, the Facilities,

easements, poles, conduits, lines, pipelines, wires, fiber, cable or any other real or personal property of any kind whatsoever under the management or control of the City.

907.03 CERTIFICATE OF REGISTRATION APPLICATIONS.

- (A) Certificate of Registration Applications. To obtain a Certificate of Registration to construct, own, or maintain any system within the City, or to obtain a renewal of a Certificate of Registration issued pursuant to this Chapter, an Application must be filed with the City on the form adopted by the City which is hereby incorporated by reference. For all Applications the City shall collect an Application Fee. The Application Fee shall be equal to all the actual and direct costs incurred by the City that are associated with receiving, reviewing, processing and granting (or denying) an Application. At the time of its decision to either grant or deny an Application the City shall calculate and assess all actual and direct costs involved in receiving, reviewing, processing and granting (or denying) the Application and provide a written invoice to the Applicant for the appropriate amount. The City shall require that the Applicant remit all Application Fee amounts invoiced within thirty (30) days of its decision to either grant or deny a Certificate of Registration. Any Applicant who fails to timely remit such invoiced Application Fee amounts shall be subject to the penalties of this Chapter, the imposition of any other legal or equitable remedies available to the City and the immediate revocation of any Certificate of Registration having been issued. Information Required for Application to Obtain a Certificate of Registration.
- (B) Information Required to Obtain a Certificate of Registration.
- (1) The Applicant shall keep all of the information required in this section current at all times, provided further that Applicant or Provider shall notify the City of any changes to the information required by this section within thirty (30) days following the date on which the Applicant or Provider has knowledge of such change. The information provided to the City at the time of Application shall include, but not be limited to:
 - A. Each Applicant's name, legal status (i.e. partnership, corporation, etc.), street address and e-mail address, if applicable, and telephone and facsimile numbers; and
 - B. The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a System Representative. The System Representative shall be available to the City at all times. Current information regarding how to contact the System Representative in an Emergency shall be provided at the time of Application and shall be updated as necessary to assure accurate contact information is available to the City at all times; and
 - C. A certificate of insurance where required to be provided to meet the requirements of this section shall:
 1. Verify that an insurance company licensed to do business in the State of Ohio has issued an insurance policy to the Applicant;
 2. Verify that the Applicant is insured on an occurrence basis against claims for personal injury, including death, as well as claims for property damage arising out of the:
 - (i) Use and occupancy of the Rights-of-way by the Applicant, its officers, agents, employees and contractors; and
 - (ii) Placement and use of Facilities in the Rights-of-way by the Applicant, its officers, agents, employees and contractors, including, but not limited to, protection against liability arising from any and all operations, damage of Underground Facilities and collapse of property;

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3. Name the City, its elected officials, officers, employees, agents and volunteers as an additional insured as to whom the comprehensive general liability and completed operation and products liability insurance required herein are in force and applicable and for whom defense will be provided as to all such coverage, as is required within Chapter 907;
 4. Require that the City be notified thirty (30) days in advance of cancellation of, or coverage changes in, the policy. The liability insurance policies required by this section shall contain the following endorsement:
 - (i) "It is hereby understood and agreed that this policy may not be diminished in value, canceled nor the intention not to renew be stated, until thirty (30) days after receipt by the City, by registered mail, return receipt requested, of a written notice addressed to the Mayor or her/his designee of such intent to cancel, diminish or not to renew."

Within thirty (30) days after receipt by the City of said notice, and in no event later than five (5) days prior to said cancellation, the Provider (or Applicant) shall obtain and furnish to the City a certificate of insurance evidencing replacement insurance policies.

5. Satisfy the requirements for comprehensive liability coverage, automobile liability coverage and umbrella coverage as follows:
 - (i) Comprehensive general liability insurance: comprehensive general liability insurance to cover liability, bodily injury, and property damage must be maintained. Coverage must be written on an occurrence basis, with the following minimum limits of liability and provisions, or their equivalent:
 - (1) Bodily injury:
Each occurrence—One million dollars (US \$1,000,000.00)
Annual aggregate—Three million dollars (US \$3,000,000.00)
 - (2) Property damage:
Each occurrence—One million dollars (US \$1,000,000.00)
Annual aggregate—Three million dollars (US \$3,000,000.00)
 - (3) Personal Injury:
Annual aggregate—Three Million Dollars (US \$3,000,000.00)
 - (4) Completed operations and products liability shall be maintained for six (6) months after the termination of a certificate of registration.
 - (5) Property damage liability insurance shall include coverage for the following hazards: E - explosion, C - collapse, U - underground.
 - (B) *Comprehensive auto liability insurance*: Comprehensive auto liability insurance to cover owned, hired, and non-owned vehicles must be maintained. Applicant may maintain comprehensive auto liability insurance as part of applicant's comprehensive general liability insurance, however, said insurance is subject to approval by the Mayor or the Mayor's designee. Coverage must be written on an occurrence basis, with the following limits of liability and provisions, or their equivalent:
 - (1) Bodily injury:
Each occurrence—One million dollars (US \$1,000,000.00)

Annual aggregate—Three million dollars (US \$3,000,000.00)

(2) Property damage:

Each occurrence—One million dollars (US \$1,000,000.00)

Annual aggregate—Three million dollars (US \$3,000,000.00)

- (2) Additional insurance: The City reserves the right to require any other insurance coverage it deems necessary after review of any proposal submitted by Applicant.
- (3) Self-insurance: Those Applicants maintaining a book value in excess of fifty million dollars (\$50,000,000.00) may submit a statement requesting to self-insure. If approval to self-insure is granted, Applicant shall assure the City that such self-insurance shall provide the City with no less than would have been afforded to the City by a third party insurer providing Applicant with the types and amounts of coverage detailed in this section. This statement shall include:
- A. Audited financial statements for the previous year; and
 - B. A description of the Applicant's self-insurance program; and
 - C. A listing of any and all actions against or claims made against Applicant for amounts over one million dollars (\$1,000,000.00) or proof of available excess umbrella liability coverage to satisfy all total current claim amounts above fifty million dollars (\$50,000,000.00).
 - D. The Mayor or Mayor's designee may modify or waive these requirements if they are not necessary in determining the sufficiency of the self-insurance. The Mayor or Mayor's designee may request applicable and pertinent additional information if it is necessary in determining the sufficiency of the self-insurance.
- (4) The City's examination of, or failure to request or demand, any evidence of insurance in accordance with Chapter 907 shall not constitute a waiver of any requirement of this section and the existence of any insurance shall not limit Applicant's obligations under Chapter 907.
- (5) Documentation that Applicant or Provider maintains standard workers' compensation coverage as required by Law. Similarly, Provider shall require any subcontractor to provide workers' compensation coverage in amounts required by Law for all of the subcontractor's employees.
- (6) If the Person is a corporation, upon specific request of the City, a copy of the certificate of incorporation (or its legal equivalent) as recorded and certified to by the secretary of state (or legal equivalent) in the state or country in which incorporated.
- (7) A copy of the Person's certificate of authority from the PUCO and/or the FCC and/or FERC, if the Person is lawfully required to have or actually does possess such certificate from said commission(s) and any other approvals, permits, or agreements as set out in Section 907.02(i).
- (8) Upon request of the City, a narrative (or if applicable PUCO/FCC/FERC application information) describing Applicant's proposed activities in the City including Credible information detailing Applicant's financial, managerial, and technical ability to fulfill Applicant's obligations under Chapter 907 and carry on Applicant's proposed activities.
- (C) Criteria for Issuance of a Certificate of Registration.
- (1) In deciding whether to issue a Certificate of Registration, the City shall consider:
- A. Whether the issuing of the Certificate of Registration will contribute to the health, safety, and welfare of the City and its citizens.
 - B. Whether issuing of the Certificate of Registration will be consistent with Chapter 907.
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- C. Whether Applicant has submitted a complete Application and has secured all certificates and other authorizations required by Law in order to Construct and operate a System in the manner proposed by the Applicant.
 - D. Whether the Applicant is delinquent on any taxes or other obligations owed to the City, County or State of Ohio.
 - E. Unless Applicant is otherwise exempted from such consideration by ORC 4939.03(C)(5), whether the Applicant has the requisite financial, managerial, and technical ability to fulfill all its obligations under this Chapter and the issuance of a Certificate of Registration.
 - F. Any other applicable Law.
- (D) Grant or Denial of an Application for a Certificate of Registration.
- (1) The City, not later than sixty (60) days after the date of filing by an Applicant of a completed Application for a Certificate of Registration, shall grant or deny the Application.
 - (2) If an Application for a Certificate of Registration is denied, the City shall provide to the Applicant, in writing, the reasons for denying the Application and such other information as the Applicant may reasonably request to obtain consent.
- (E) Obligations of a Provider Upon Receipt of a Certificate of Registration. In addition to the other requirements set forth herein, in the City's Design Guidelines, and in the Rules and Regulations each Provider shall:
- (1) Use its Best Efforts to cooperate with other Providers and users of the Rights-of-way and the City for the best, most efficient, and least obtrusive use of Rights-of-way, consistent with safety, and to minimize traffic and other disruptions; and
 - (2) When possible, participate in joint planning, Construction and advance notification of Rights-of-way work, as may be required by the City; and
 - (3) Upon reasonable written notice, and at the direction of the Mayor, promptly remove or rearrange Facilities as necessary for public safety; and
 - (4) Perform all work, Construction, maintenance or removal of Facilities within the Rights-of-way, in accordance with good engineering, construction and arboricultural practice (if applicable), including any appropriate state building codes, safety codes and Law and use Best Efforts to repair and replace any street, curb or other portion of the Rights-of-way, or Facilities located therein, to a condition to be determined by the Mayor to be adequate under current standards and not less than materially equivalent to its condition prior to such work and to do so in a manner which minimizes any inconvenience to the public, the City and other Providers, all in accordance with all applicable provisions of this Chapter, any Rules and Regulations and Design Guidelines the City may adopt and the Code; and
 - (5) Construct, install, operate and maintain its Facilities and System in a manner consistent with all applicable Laws, ordinances, construction standards and governmental requirements including, but not limited to, The National Electric Safety Code, National Electric Code and applicable FCC, FERC, or other federal, state and/or local regulations; and
 - (6) Be on notice that removal of trees, or the use of vegetation management programs within the Rights-of-way of the City require prior written approval by the Mayor or his/her designee. Any such activities, unless an Emergency, shall only be performed following the prior written approval of the Mayor or his/her designee and must be performed in accordance with the then most current standard horticultural and arboreal practices as promulgated by entities such as the National Arbor Day Foundation, the International Society of Arboriculture, and the Tree Care Industry, all as may be required by the City. Pruning shall at a minimum meet or exceed the requirements of the most current version of the American National Standards Institute ANSI A300 standard. Any additionally required horticultural and arboreal practices and guidelines shall be described in the Rules and Regulations
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- adopted by the Mayor pursuant to Section 907.06(e). Emergency removal of trees or the use of vegetation management programs within the Rights-of-way of the City may be performed in Rights-of-way as described herein and in accordance with the Rules and Regulations, but the Mayor or his/her designee shall be provided notice of such Emergency work being performed within two (2) Business Days of the start of the work. Any non-emergency tree removal or the use of vegetation management programs within the Rights-of-way that is performed without the Mayor or designee's written permission shall subject a Person to the penalties of Section 907.99 and may further require that the tree or vegetation be replaced, at the sole expense of the responsible Person, with a healthy tree or vegetation of like kind and quality; and
- (7) Warrant that all worker facilities, conditions and procedures that are used during Construction, installation, operation and maintenance of the Provider's Facilities within the Rights-of-way shall comply with all applicable standards of the Federal Occupational Safety and Health Administration; and
 - (8) Use its Best Efforts to cooperate with the City in any Emergencies involving the Rights-of-way; and
 - (9) Provider shall, weather permitting, remove all graffiti within ten (10) calendar days of notice. Provider shall use all reasonable efforts to remove any and all graffiti on any of the Provider's Facilities located within the City Rights-of-way. Should the Provider fail to do so, the City may take whatever action is necessary to remove the graffiti and bill the Provider for the cost thereof; and
 - (10) Providers shall use all reasonable efforts to field identify their Facilities in the Rights-of-way whenever Providers are notified by the City that the City has determined that such identification is reasonably necessary in order for the City to begin planning for the Construction, paving, maintenance, repairing, relocating or in any way altering any street or area in the Rights-of-way as defined in this Chapter. The City shall notify the Providers of the City's date to begin the process at least thirty (30) days prior to the commencement of said activities. In field identifying Facilities:
 - A. Providers shall identify all Facilities that are within the affected Rights-of-way using customary industry standards and distinct identification; and
 - B. Facilities will be so marked as to identify the Provider responsible for said Facilities; and
 - C. Should any such marking interfere with the Facilities function, create a safety problem or violate any safety code, alternative methods of marking the Facilities may be approved by the Mayor; and
 - D. All marking should be clearly readable from the ground and include the product name or logo only. No advertising will be permitted.
 - (11) A Provider that is replacing an existing Utility Pole shall be responsible to coordinate with all other Providers to ensure the orderly transfer of all lines or cables to the replacement Utility Pole, the removal of the existing Utility Pole, and the restoration of the Rights-of-way within thirty (30) days weather permitting after the replacement Utility Pole is installed. Upon request, the Mayor may grant the Provider additional time for good cause.
- (F) Establishment of Utility Corridors.
- (1) The Mayor or Mayor's designee may assign specific corridors within the Rights-of-way, or any particular segment thereof as may be necessary, for each type of Facilities that are, or that the City expects, may someday be, located within the Rights-of-way.
 - (2) Any Provider whose Facilities are in the Rights-of-way and are in a position at variance with Utility Corridors established by the Mayor or Mayor's designee shall at the time of the next Construction of the area, excluding normal maintenance activities, move such Facilities to their assigned position within the Rights-of-way. Existing underground Facilities located within a designated Utility Corridor shall not be required to relocate into adjacent or alternative portions of the Rights-of-way unless they are in conflict with an actual or proposed public improvement project. The above requirements may be
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waived by the City for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the Facilities, public safety, customer service needs, Law precluding such underground Facilities, and hardship to the Provider. If a Provider is denied a requested waiver from the above requirements by the Mayor's designee, the Provider may appeal the denial to the Mayor. The decision of the Mayor shall be final

- (3) The Mayor or Mayor's designee shall make every good faith attempt to accommodate all existing and potential users of the Rights-of-way as set forth in this Chapter.
- (4) Providers may enter into written agreements to use existing poles and conduits with the owners of same and shall use Best Efforts to install their Facilities within the Rights-of-way.
- (5) No Facility placed in any Rights-of-way shall be placed in such a manner that interferes with normal travel on such Rights-of-way.
- (6) Unless otherwise stated in a Certificate of Registration or Permit, all Facilities within the Rights-of-way shall be Constructed and located in accordance with the Code and with the following provision:
 - A. Whenever all existing Facilities that have been traditionally located overhead are located underground in a certain area within the City, a Provider who desires to place its Facilities in the same area must also locate its Facilities underground.
 - B. Whenever a Provider is required to locate or re-locate Facilities underground within a certain area of the City, every Provider with Facilities within the same area of the City shall concurrently re-locate their Facilities underground.
 - C. The above requirements may be waived by the City for good cause shown including, but not limited to, consideration of such factors as: the remaining economic life of the Facilities, public safety, customer service needs, Law precluding such undergrounding of Facilities; and hardship to the Provider. If a Provider is denied a requested waiver from the above requirements, the Provider may appeal the denial to the Mayor.

(G) Historic Districts.

- (1) Except as otherwise provided by Law, the City shall have the authority to prohibit the use or occupation of the Right-of-way by a Provider if the Right-of-way for which the Provider seeks use and occupancy lies within a Historic District.
- (2) As a condition for approval for the co-location or installation of Small Cell Facilities and/or Wireless Support Structures in an area of the City designated as a Historic District, the City may:
 - A. Require reasonable, technically feasible, and nondiscriminatory design or concealment measures for the Small Cell Facilities and Wireless Support Structures.
 - B. Request that a provider comply with the design and aesthetic standards of the Historic District or a residential district, as provided for in the City's Design Guidelines..
 - C. Request that a provider explore the feasibility of using certain camouflage measures to improve the aesthetics of the Small Cell Facilities and Wireless Support Structures to minimize the impact to the area aesthetics.
- (3) This section may not be construed to limit the City's authority to enforce local codes, administrative rules, or Rules and Regulations adopted by ordinance, which are applicable to a historic area designated by the State or City and historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

907.04 REPORTING REQUIREMENTS.

- (A) Construction and Major Maintenance Plan. Each Provider shall, at the time of initial Application and by January 1 of each following year, file a Construction and Major Maintenance Plan with the Mayor or Mayor's designee. Such Construction and Major Maintenance Plan shall be provided for all geographical areas requested by the City, up to and including the entire geographical area of the City. It shall be submitted using a format(s) mutually agreeable to the Provider and the City and shall contain the information determined by the Mayor to be necessary to facilitate the coordination and reduction in the frequency of Construction in the Rights-of-way. The Construction and Major Maintenance Plan shall include, but not be limited to, all currently scheduled and/or anticipated Construction projects for the next calendar year, if none are scheduled or anticipated then the Plan shall so state. The Provider shall use its Best Efforts in supplying this information and shall update the Construction and Major Maintenance Plan on file with the City whenever there is a material change in scheduled and/or anticipated Construction projects. In an effort to assist Providers with the completion of their annual Construction and Major Maintenance Plan, the Mayor, on or before October 1 of each year, will send each Provider's System Representative a descriptive narrative (and any mapping information reasonably available) for all the planned Right-of-way improvements and/or scheduled maintenance that the City then currently intends to undertake during the next calendar year. The City may, in its sole discretion, update and/or modify the descriptive narrative and mapping information provided.
- (B) Mapping Data. With the filing of its Application for a Certificate of Registration, a Provider shall be required to accurately inform the City of the number of miles (rounded up to the nearest mile) of Right-of-way the Provider's System then currently occupies and begin submitting to the City all information that currently exists and which can be provided regarding the location of its Facilities in the Right-of-way in hard copy or in the most advanced format (including, but not limited to, electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. Unless otherwise required by Section 907.14(b), a Provider shall have up to one year from the date of the Provider's initial filing of an Application for a Certificate of Registration to completely submit all the mapping data for a Provider's System in the entire geographical area of the City which it owns or over which it has control that are located in any Rights-of-way of the City in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The Provider shall supply the mapping data on paper if the Mayor or Mayor's designee determines that the format currently being used by the Provider is not capable of being read by the City. Anytime after the issuance of a Certificate of Registration, and upon the reasonable request of the City, a Provider shall be required to provide to the City any additional location information for any Facilities which it owns or over which it has control that are located in any Rights-of-way of the City required by the City. Unless otherwise required by Law, any and all actual direct, incidental and indirect costs incurred by the City during the process of reviewing, inputting and/or converting a Provider's mapping information to comport with the City's then current standard format (whether electronic or otherwise) shall be directly billed to, and must be timely remitted by, the Provider. Failure to pay such mapping costs within sixty (60) days of receipt of an invoice shall subject an Applicant or Provider to revocation of its Certificate of Registration and the penalties of Section 907.99. Further, each Provider that has been issued a Certificate of Registration shall accurately inform the City on or before each subsequent January 1 of the number of miles (rounded up to the nearest mile) of Right-of-way the Provider's System then occupied as of the immediately previous December 1. The Mayor or Mayor's designee may, in the future, adopt additional specifications and further define or modify the mapping data requirements under this section for reasons including, but not limited to, changes in technology or the Law regarding public disclosure of a Provider's mapping information. When the City

modifies and/or amends the mapping data requirements, the City shall use Best Efforts to avoid unreasonably increasing the burden to the Providers that may be associated with satisfying the amended mapping requirements. When the mapping requirements of Section 907.04(b) are amended, each Provider shall be served with a copy of the new specifications or modifications by regular U.S. Mail to the System Representative identified in each Certificate of Registration and in accordance with Section 907.20(d); provided, however, that any failure of any Provider to actually receive such notice shall not in any way affect the validity or enforceability of said specifications or modifications.

- (C) Exemption from Disclosure. A Provider shall notify the City if the Provider believes that any specific document or portion of a document being submitted to the city is exempt from the public records disclosure requirements of ORC § 149.43. The notification shall be in writing and indicate the specific document or portion of a document that the provider believes is exempt from disclosure. The notification shall include the legal basis for the claimed exemption, including the applicable statutory reference and any additional information necessary to make a determination of exemption for each specific document or portion of a document. If a public records request is made for documents submitted by a Provider, the City will consider the written notification in making its own independent determination of whether a specific document or a portion of a document is exempt from the disclosure requirements of ORC § 149.43. To the extent permitted by law, the city will endeavor to use reasonable Best Efforts to notify the provider of the request prior to making the document available for inspection or copying.

907.05 COMPENSATION FOR CERTIFICATE OF REGISTRATION.

- (A) Compensation. As compensation for the City's costs to administer Chapter 907, manage, administer and control the Rights-of-way and maintain each Certificate of Registration issued, every Provider or any Person operating a System shall pay to the City a Registration Maintenance Fee. The Registration Maintenance Fee shall be determined and assessed to Providers and other Persons operating a System or otherwise using and occupying the Rights-of-way in accordance with the following process and formula:
- (B) The fees specified in this Section may be modified or adjusted or waived by regulation; provided, however, that such fees shall be calculated to only recover the City's actual and incurred costs of planning, regulating, purchasing, maintaining and governing the rights-of-way, including any costs of joint planning, joint utility and telecommunications facilities placed in the right-of-way by the City for the future use of permittees, enforcement of this chapter, and related costs and overheads, including but not limited to an appropriate allocation of the costs of any geographic information systems utilized by the City, unless otherwise required by law.
- (C) The Mayor may enter into agreements with permittees under which permittees may provide facilities or services, or both, to the city in lieu of all or a portion of such fees. All such agreements shall be approved by council.
- (D) Timing. Registration maintenance fees shall be paid in advance by January 1st of each calendar year. Registration Maintenance Fees shall be paid in full for the first year of the registration as a condition of the Certificate of Registration becoming effective. Fees may be prorated from the effective date of the certificate of registration to the end of the calendar year if less than one (1) full year.
- (E) Taxes and Assessments. To the extent taxes or other assessments are imposed by any taxing authority or community authority on the use of City property as a result of a Provider's use or occupation of the Rights-of-way, the Provider shall be responsible for payment of such taxes or assessments. Such payments shall be in addition to any other fees payable pursuant to Chapter 907 and shall not be considered an offset to, or in lieu of, the fees and charges listed in Chapter 907. The Registration Maintenance Fee is not in lieu of any tax, fee, or other assessment except as specifically provided in Chapter 907, or as required by applicable Law.

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- (F) Interest on Late Payments. In the event that any Registration Maintenance Fee is not paid to the City by April 1, the Provider shall pay a monthly late charge of one percent (1%) of the unpaid balance for each month or any portion thereof for which payment is not made.
 - (G) No Accord and Satisfaction. No acceptance by the City of any Registration Maintenance Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such Registration Maintenance Fee payment be construed as a release of any claim the City may have for additional sums payable.
 - (H) Cost of Publication. A Provider shall assume all actual and direct newspaper or other appropriate publication costs of up to one thousand dollars (\$1,000.00) associated with its certificate of Registration that may be required by Law or that may otherwise be required by its Application for a Certificate of Registration or other Permit as provided for herein.

907.06 OVERSIGHT AND REGULATION.

- (A) Reports. Upon reasonable request of the City, a Provider shall provide the City with a list of any and all material communications, public reports, petitions, or other filings, either received from or submitted to any municipal, county, state or federal agency or official (and any response thereto submitted by or received by a Provider), and any other information or report reasonably related to a Provider's obligations under Chapter 907 which in any way materially effects the operation of the System or a Provider's representations and warranties set forth herein, but not including tax returns or other filings which are confidential. Upon request, a Provider shall promptly, but in no case later than thirty (30) business days following the request, deliver to the City a complete copy of any item on said list. Upon the request of the City, a Provider shall promptly submit to the City any information or report reasonably related to a Provider's obligations under Chapter 907, its business and operations with respect to the System or its operation, in such form and containing such information as the City shall specify. Such information or report shall be accurate and complete and supplied within thirty (30) days.
- (B) Confidentiality. All information submitted to the City that is considered Confidential Information, trade secret and/or proprietary information or information that upon public its disclosure would be highly likely to place critical portions of the Provider's System in real danger of vandalism, sabotage or an act of terrorism, must be clearly marked as such when submitted. The City shall endeavor to exercise all reasonable legal protections so as not to publicly disclose to any third party such information unless required by Law. The City shall, following receipt of a request for public disclosure of clearly marked trade secret and/or proprietary information submitted by a Provider, endeavor to use reasonable Best Efforts to timely place the Provider's System Representative on notice that such a request for public disclosure has been made.
- (C) Provider's Expense. All reports and records required under Chapter 907 shall be furnished at the sole expense of a Provider.
- (D) Right of Inspection and Audit. The City's designated representatives shall have the right to inspect, examine, or audit during normal business hours and upon reasonable notice to a Provider under the circumstances; documents, records, or other information which pertain to a Provider's operation of a System within the City that are related to its obligations under Chapter 907. All such documents shall be made available within the City or in such other place that the City may agree upon in writing in order to facilitate said inspection, examination, or audit.
- (E) Rules and Regulations. The City may propose and adopt (and from time to time amend) the Rules and Regulations regarding Chapter 907, Design Guidelines, Construction standards and occupancy requirements of the Right-of-way. Prior to the initial adoption of the Rules and Regulations, the City shall provide written notice and a copy of the proposed language of such adoption, via United States Regular Mail, to each Provider who holds a then current Certificate of Registration. Each Provider shall then have thirty (30) days following the date of the City's mailing to provide written comment regarding the proposed language to the City. At least forty-five (45) days, but not more than sixty (60) days following the date of the City's mailing,

the City shall schedule and hold a meeting, to make available a forum at which all then current Providers may address any questions, concerns and make reasonable suggestions regarding the proposed new Rules and Regulations. The City shall, following said meeting and the review of the Providers' comments and suggestions, adopt the Rules and Regulations in a manner that best serves the City.

907.07 SMALL CELL FACILITIES AND WIRELESS SUPPORT STRUCTURES.

- (A) Use of Rights-of-Way. In accordance with ORC Ch. 4939, this section establishes terms and conditions for the use of the Right-of-way by an Operator to Collocate Small Cell Facilities and Construct, maintain, modify, operate, or replace Wireless Support Structures to distribute Wireless Service in the City.
- (B) Applicability. The application procedures, permit fees, and auditing procedures outlined in this chapter shall be applicable to applications to establish wireless facilities. However, Wireless Facilities that are not Small Cell Facilities or Wireless Support Structures as defined in this chapter are not subject to this section.
- (C) Certificate of Registration Required. In accordance with this chapter, and unless otherwise prohibited by Law, each Person who occupies, uses, or seeks to Occupy or Use the Rights-of-way to operate a Small Cell Facility or Wireless Support Structure in the Right-of-way, or who has, or seeks to have, a Small Cell Facility or Wireless Support Structure located in any Right-of-way, shall apply for and obtain a Certificate of Registration for the System pursuant to this chapter.
- (D) Construction Permit and Minor Maintenance Permit Required. All applications for the construction or modification of a Small Cell Facility or Wireless Support Structure shall comply with the Construction Permit and Right-of-way Minor Maintenance Permit requirements set forth in this chapter and any other applicable Law.
- (E) Micro Wireless Permit Submission. In addition to the requirements in (c) and (d) of this Section 907.07, a Micro Wireless Permit shall be submitted by any Person that seeks to Construct, modify, Collocate, or replace a Small Cell Facility or Wireless Support Structure in any Right-of-way. The City's consent shall not be required for the replacement of a Small Cell Facility and/or Wireless Support Structure with a Small Cell Facility and/or Wireless Support Structure, respectively, that is consistent with the City's Design Guidelines and is substantially similar to the existing Small Cell Facility and/or Wireless Support Structure, or the same size or smaller than the existing Small Cell Facility and/or Wireless Support Structure and complies with the requirements for Construction Permits as provided in this chapter.
 - (1) For processing a Micro Wireless Permit, the city may charge a fee for each Small Cell Facility and/or Wireless Support Structure in accordance with Law and as listed on the Micro Wireless Permit forms.
 - (2) The City shall grant or deny a Micro Wireless Permit in accordance with any required timelines under Law or any other timeline provided for in the City's Design Guidelines, whichever shall be more favorable to the Applicant.
 - A. If the City fails to approve or deny a Micro Wireless Permit within the required time period, provided that the time period is not otherwise tolled in accordance with the provisions of this section, the Micro Wireless Permit shall be deemed granted upon the requesting entity notifying the City that the time period for granting or denying the request of consent has lapsed.
 - (3) Requests for consent that do not meet the requirements listed on the application or stated herein or in the City's Design Guidelines shall be deemed incomplete or shall otherwise be denied by the City.
 - A. If a Micro Wireless Permit is deemed incomplete, within thirty (30) days of receiving the application, the City shall provide written notice to the Applicant that clearly and specifically delineates all missing documents or required information.
 - 1. Once the Applicant submits the documents or information in response to the City's notice of incompleteness, the time period for review resumes and the City shall grant, deny, or

deem the Micro Wireless Permit to be incomplete due to not providing the information identified in the original notice of incompleteness.

2. For a Micro Wireless Permit that is deemed incomplete for a second or subsequent time, the city shall continue to follow the process in Section 907.07(e)(3)(A)(i) of this section until such time that a complete Application is received from the Applicant. At such time, the City shall, within the required time period for review, grant or deny the Micro Wireless Permit.
- B. If a Micro Wireless Permit is denied, the City shall provide in writing its reasons for denying the request, supported by substantial, competent evidence, and such information that the Applicant may reasonably request to obtain consent.
 1. Except in the case of a Public Utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or a Cable Operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, the city, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.
- (4) The City shall permit a Person seeking to Construct, modify, Collocate, or replace more than one (1) Small Cell Facility or more than one Wireless Support Structure within the Right-of-way to file a consolidated application for consent.
 - A. No more than thirty (30) Small Cell Facilities or thirty (30) Wireless Support Structures shall be proposed within a single Application to receive a single Permit for the Construction, modification, Collocation, or replacement of Small Cell Facilities or Wireless Support Structures in the Right-of-way.
 - B. A single Application may only address multiple Small Cell Facilities or Wireless Support Structures if they each involve substantially the same type of Small Cell Facility and/or substantially the same type of Wireless Support Structure.
 - C. If an Applicant intends to submit five (5) or more Small Cell Facilities or Wireless Support Structures in a single Application, a pre-application meeting that includes the Applicant and the public service department may be required by the City in order to help expedite the permitting process. This pre-application meeting may also include a site visit if so requested by the City.
 - D. The City may separately address Applications for which incomplete information has been received or which are denied.
- (5) If the number of requests for consent is likely to result in difficulty processing Applications within the time limits set forth in Law due to the lack of resources of the City, then the City may toll the time limits as follows:
 - A. The time period for the City to grant or deny a Micro Wireless Permit may be tolled for up to twenty-one (21) days for the first fifteen (15) requests for consent for Small Cell Facilities or Wireless Support Structures received by the City above the thresholds provided in the table below within any consecutive thirty-day period:

Population of city at the time that the Small Cell facility or Wireless Support Structure request for consent is received:	Number of applications:
30,000 persons or less	15 applications or more
30,001 to 40,000 persons	20 applications or more
40,001 to 50,000 persons	25 applications or more
50,001 to 60,000 persons	30 applications or more
60,001 to 100,000 persons	60 applications or more

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- B. For every additional fifteen (15) requests for consent that the City receives above the thresholds provided in the table above, the City may toll the time period to grant or deny its consent for up to fifteen (15) additional days.
 - C. In no instance shall the city toll the time period for any Small Cell Facility or Wireless Support Structure Micro Wireless Permit by more than ninety (90) consecutive days.
 - D. Upon request by the Applicant, the City shall provide written notice of the time limit for a Small Cell Facility or Wireless Support Structure Micro Wireless Permit.
- (F) Annual Charge. The total annual charge to reimburse the City for Collocation of a Small Cell Facility by an Operator to a Wireless Support Structure owned by the City and located in the Right-of-way shall be in accordance with Law.
- (G) Term. The City's approval term of a Collocation to a Wireless Support Structure shall be for a period of not less than ten (10) years, with a presumption of renewal for successive five-year terms, unless otherwise terminated or not renewed for cause or by mutual agreement between the Operator and the City.
- (1) An Operator may remove its Small Cell Facilities at any time subject to applicable Permit requirements and may stop paying annual charges or fees established by Law.
 - (2) In the event that use of a Small Cell Facility or Wireless Support Structure is discontinued, the owner shall submit written notice to the City to discontinue use and the date when the use shall be discontinued. If the Small Cell Facility or Wireless Support Structure is not removed within three hundred sixty-five (365) days of discontinued use, the Small Cell Facility or Wireless Support Structure shall be considered Abandoned in accordance with ORC Ch. 4939 and the City may remove the Small Cell Facility or Wireless Support Structure at the owner's expense.
- (H) Design Guidelines. The Mayor or Mayor's designee is authorized to establish, implement and amend, from time to time, Design Guidelines regarding, among other things: (1) the location of any ground-mounted Small Cell Facilities; (2) the location of a Small Cell Facility on a Wireless Support Structure; (3) the appearance and concealment of Small Cell Facilities, including those relating to materials used for arranging, screening or landscaping; and (4) the design and appearance of a Wireless Support Structure, including any Height requirements adopted by the City.
- (1) The City, as opposed to the Construction of a new Wireless Support Structure in the Right-of-way, shall prefer locating Small Cell Facilities on existing Wireless Support structures without increasing the Height of the Wireless Support Structure by more than five (5) feet, including the Antenna and any associated shroud or concealment material.
 - (2) The City shall permit, consistent with Law and for the purpose of providing Wireless Service, Collocation of a Small Cell Facility by an Operator to a Wireless Support Structure owned by the City and located in the Right-of-way, provided that the Operator comply with the Design Guidelines under (h) of Section 907.07 and any reasonable terms and conditions for such Collocation that are adopted by the City and consistent with the Design Guidelines and this chapter.
 - A. The City may condition approval of the Collocation on replacement or modification of the Wireless Support Structure at the Operator's cost if the City determines that replacement or modification is necessary for compliance with its construction or safety standards.
 - B. A replacement or modification of the Wireless Support Structure shall conform to the applicable Design Guidelines and the City's applicable specifications for the type of structure being replaced.
 - C. The City may retain ownership of a replacement Wireless Support Structure.
 - D. The City may require removal and relocation of a Small Cell Facility or Wireless Support Structure, at the Permittee's sole expense, in order to accommodate Construction of a public improvement project by the City.

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- (3) The City may propose an alternate location to the proposed location of a new Wireless Support Structure that is within one hundred (100) feet of the proposed location or within a distance that is equivalent to the width of the Right-of-way in or on which the new Wireless Support Structure is proposed, whichever is greater, which the Operator shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

907.08 REGISTRATION TERM.

The term of each Certificate of Registration granted under Chapter 907 shall be valid from the date of issuance until such time as it is revoked, terminated, has lapsed or is properly amended.

907.09 INDEMNITY.

- (A) Indemnity Required. Each Certificate of Registration issued pursuant to Chapter 907 shall contain provisions whereby Providers agree to defend, indemnify and hold the City and its agents, officers, elected officials, employees, volunteers, and subcontractors harmless from and against all damages, costs, losses or expenses:
- (1) For the repair, replacement, or restoration of City property, equipment, materials, structures and Facilities which are damaged, destroyed or found to be defective as a result of such Provider's acts or omissions; and
 - (2) From and against any and all claims, demands, suits, causes of action, and judgments:
 - A. For damage to or loss of the property of any Person, and/or the death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any Person;
 - B. Arising out of, incident to, concerning or resulting from the act or omissions of such Provider, its agents, employees, and/or subcontractors, in the performance of activities pursuant to such Certificate of Registration, no matter how, or to whom, such loss may occur.
- (B) In any event, all Persons using or occupying the Rights-of-way agree to defend, indemnify and hold harmless the City as set forth above as a condition of their use and occupancy of the Rights-of-way.
- (C) For small cell facilities and wireless support structures, in addition to Section 907.09(A), any operator who owns or operates small cell facilities or wireless support structures in the public way shall indemnify, protect, defend, and hold the municipal corporation and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the operator who owns or operates small cell facilities and wireless service in the public way, any agent, officer, director, representative, employee, affiliate or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in a public way.

907.10 CIVIL FORFEITURES.

In addition to any other penalties set forth in this Chapter 907 and the remedy of specific performance, which may be enforced in a court of competent jurisdiction, the City may assess an additional penalty of civil forfeiture for failure to comply with any provision of Chapter 907. Such penalty shall be a monetary sum, payable to the City, in the amount of five hundred dollars (\$500.00) per twenty-four-hour day of violation and any subsequent portion of a day less than twenty-four (24) hours in length. Prior to assessing said penalty, the City will provide written notice to the Provider detailing the failure to comply with a specific provision of Chapter 907. Such notice shall also indicate that said penalty shall be assessed in fifteen (15) calendar days subsequent to the date of receipt if

compliance is not achieved. If a Provider desires to challenge such penalty, Provider must request a hearing before the Mayor within ten (10) days of service of the notice. Such hearing shall be held within thirty (30) days of the Provider's request. If Provider requests such hearing before the Mayor, such penalty shall be temporarily suspended. However, if, after the hearing, the Mayor determines that Provider failed to comply with the specific provision(s) of Chapter 907 referenced in the notice, such penalty shall be assessed starting with the fifteen (15) calendar days after receipt of the notice referenced in this section and continuing each day thereafter until compliance is achieved. The determination of the Mayor shall be final. The Provider may file an administrative appeal pursuant to ORC Ch. 2506. The penalty shall continue to accrue during the appeal unless the Provider obtains a stay and posts a supersede as bond pursuant to ORC 2505.09 or the Provider comes into full compliance with Chapter 907.

§ 907.11 TERMINATION OF CERTIFICATE OF REGISTRATION.

- (A) Default Notice Provided. The City through its Mayor shall give written notice of default to a Provider if the City, in its sole discretion, determines that a Provider has:
- (1) Violated any material provision or requirement of the issuance or acceptance of a Certificate of Registration or any Law and failed to cure as may be required; or
 - (2) Evaded or attempted to evade any provision of the issuance of a Certificate of Registration or the acceptance of it; or
 - (3) Practiced any fraud or deceit upon City; or
 - (4) Made a material misrepresentation of fact in the Application for a Certificate of Registration.
- (B) Cure Required. If a Provider fails to cure a default within thirty (30) calendar days after such notice is served by the City then such default shall be a material default and City may exercise any remedies or rights it has at Law or in equity to terminate the Certificate of Registration. If the Mayor or Mayor's designee decides there is cause or reason to terminate, the following procedure shall be followed:
- (1) City shall serve a Provider with a written notice of the reason or cause for proposed termination and shall allow a Provider a minimum of ten (10) calendar days to cure its breach.
 - (2) If the Provider fails to cure within ten (10) calendar days, the Mayor's designee may declare the Certificate of Registration terminated.
 - (3) The Provider shall have ten (10) calendar days to appeal the termination to the Mayor. All such appeals shall be in writing. If the Mayor's designee determines there was not a breach, then the Mayor shall overturn the decision. Otherwise, the Mayor shall affirm the decision to terminate. The determination of the Mayor shall be final.

§ 907.12 UNAUTHORIZED USE OF PUBLIC RIGHTS-OF-WAY.

- (A) No Use Without Authorization. No Person shall use the Rights-of-way to operate a System that has not been authorized by the City in accordance with the terms of Chapter 907 and been issued a Certificate of Registration.
- (B) No Use Without Certificate of Registration. No Person shall place or have placed any Facilities in, on, above, within, over, below, under, or through the Rights-of-way, unless allowed under Chapter 907 or having been issued a Certificate of Registration.
- (C) Unauthorized Use a Violation. Each and every unauthorized use shall be deemed to be a violation and a distinct and separate offense. Each and every day any violation of Chapter 907 continues shall constitute a distinct and separate offense.

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- (D) Distinct and Separate Offense. No Person shall fail to comply with the provisions of Chapter 907. Each and every failure to comply shall be deemed a distinct and separate offense. Each and every day any violation of Chapter 907 continues shall constitute a distinct and separate offense.
 - (E) Penalty Assessed. The violation of any provision of Chapter 907 shall be unlawful and a misdemeanor offense. The penalty for any violation of Chapter 907 shall be as provided in Section 907.99.

§ 907.13 RIGHTS OF INDIVIDUALS.

- (A) No Discrimination. No provider shall deny service, deny access, or otherwise discriminate against any other person on the basis of race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture. A provider shall comply at all times with all other applicable law relating to nondiscrimination.
- (B) Equal Employment. A provider shall adhere to the applicable equal employment opportunity requirements of law, as now written or as amended from time to time.
- (C) Privacy. A provider shall adhere to subscriber privacy Laws and shall take reasonable steps to prevent the invasion of any other person's right of privacy or other personal rights through the use of the system as such rights are delineated or defined by applicable law. A provider shall not, without lawful court order or other legal authority, utilize any system's capability for unauthorized personal surveillance of any person.

§ 907.14 ASSIGNMENT OR TRANSFER OF OWNERSHIP AND RENEWAL.

- (A) Assignment or Transfer Approval Required. A Certificate of Registration shall not be assigned or transferred, either in whole or in part, other than to an Affiliate, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignment or transfer of Certificate of Registration, including an assignment or transfer by means of a fundamental corporate change, requires the written approval of the City.
 - (B) Procedure to Request Assignment or Transfer Approval. The parties to the assignment or transfer of Certificate of Registration shall make a written request to the City for its consent in the form of the Certificate of Registration Application. The City shall reply in writing within sixty (60) days of actual receipt of the request and shall indicate its approval of the request or its determination that a hearing is necessary. City may conduct a hearing on the request within thirty (30) days of such determination if it determines that a sale or transfer of the Certificate of Registration adversely affects the City.
 - (C) Notice and Hearing. Notice of a hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the City. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.
 - (D) Review by City. The City will review the qualifications (including, but not limited to, legal, technical and financial where appropriate) of the proposed assignee or transferee and terms of the existing Certificate of Registration. City will make its decision in writing setting forth any conditions for assignment or transfer. Within one hundred twenty (120) days of actual receipt of the request for assignment or transfer, the City shall approve or deny such assignment or transfer request in writing.
 - (E) Fundamental Corporate Change. For purposes of this section, fundamental corporate change means the sale or transfer of a controlling interest in the stock of a corporation or the sale or transfer of all or a majority of a corporation's assets, merger (including a parent and its subsidiary corporation), consolidation or creation of a subsidiary corporation. For the purposes of this section, fundamental partnership change means the sale or transfer of all or a majority of a partnership's assets, change of a general partner in a limited partnership, change from a limited to a general partnership, incorporation of a partnership, or change in the control of a partnership.
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- (F) Certificate of Registration and Assignee/Transferee Replacement Issuance Required. In no event shall a transfer or assignment of ownership or control be ultimately acceptable to the City without transferee or assignee requesting and being issued a replacement Certificate of Registration within ninety (90) days of transfer or assignment.
- (G) Not a Transfer. Notwithstanding anything to the contrary, no such consent or approval shall be required for a transfer or assignment to any Person controlling, controlled by or under the same common control of the original holder of the Certificate of Registration.

§ 907.15 CONSTRUCTION PERMITS.

- (A) Construction Permit Requirement. Except as otherwise provided in the Code, no Person may Construct in any Rights-of-way without first having obtained a Construction Permit as set forth below. This requirement shall be in addition to any requirements set forth in the Code.
- (1) A Construction Permit allows the Permittee to Construct in that part of the Rights-of-way described in such Construction Permit and to obstruct travel over the specified portion of the Rights-of-way by placing Facilities described therein, to the extent and for the duration specified therein.
 - (2) A Construction Permit is valid only for the dates and the area of Rights-of-way specified in the Construction Permit itself and shall in no event be valid for more than one hundred eighty (180) days from the construction start date.
 - (3) No Permittee may Construct in the Rights-of-way beyond the date or dates specified in the Construction Permit unless such Permittee:
 - A. Submits a Supplementary Application for another Construction Permit before the expiration of the initial Construction Permit; and
 - B. Is granted a new Construction Permit or Construction Permit Extension.
 - (4) Original Construction Permits issued pursuant to Section 907.15 shall, when possible, be conspicuously displayed at all times at the indicated work site and shall be available for inspection by Inspectors and authorized City personnel. If the original Construction Permit involves work conducted simultaneously at multiple locations, each location shall display a photocopy of the original Construction Permit. If the original Construction Permit is not conspicuously displayed at the indicated work site, then upon request, the original Construction Permit must be produced within twelve (12) hours or the first earliest Business Hour, whichever is later. For purposes of this section, Business Hour shall mean the hours between 8:00 a.m. and 5:00 p.m. during a Business Day.
- (B) Construction Permit Applications.
- (1) Application for a Construction Permit, unless an Emergency shall be made to the Mayor no less than fourteen (14) Business Days prior to the requested start of Construction.
 - (2) All Construction Permit Applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:
 - A. Credible evidence that the Applicant (where required) has been issued a Certificate of Registration or proof that the Applicant has written authority to apply for a Construction Permit on behalf of a party that has been issued a Certificate of Registration; and
 - B. Submission of a completed Construction Permit Application in the form required by the City, including, but not limited to, all required attachments, and scaled, dated drawings showing the location and area of the proposed project, number and location of street crossings, and the location of all then known existing and proposed Facilities of the Applicant or Provider within the proposed project area. All drawings, plans and specifications submitted with the Application shall comply with applicable technical codes, Rules and Regulations, or Design Guidelines where applicable, and be certified as to being in such compliance by trained technical personnel

acceptable to the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The City reserves the right, in circumstances that the Mayor considers unique, complex or unusual, to request that certain submitted drawings, plans and specifications be accompanied by the certification of a registered licensed professional engineer; and

- C. A City approved traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the OMUTCD, to prevent injury or damage to Persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
- D. If the Applicant wants to install new Facilities, evidence that there is no surplus space and evidence that the Applicant has received an appropriate Permit and is adhering to the City's Rules and Regulations; and
- E. If Applicant is proposing an above ground installation on existing poles within the Rights-of-way, the applicant shall provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. The size and Height of the existing poles; and
 - 2. Based on the facilities currently on the existing poles, the excess capacity currently available on such poles before installation of Applicant's Facilities; and
 - 3. Based on the facilities currently on the existing poles, the excess capacity for like or similar Facilities that will exist on such poles after installation of Applicant's Facilities; and
- F. If the Applicant proposes to install new poles within the Rights-of-way, the Applicant shall provide:
 - 1. Credible evidence satisfactory to the City that there is no excess capacity on existing poles or in existing underground systems; and
 - 2. Credible evidence to the City that it is not financially and/or technically practicable for the Applicant to make an underground installation or locate its facilities on existing poles; and
 - 3. The location, size, Height, color, and material of the proposed poles; and
 - 4. Credible evidence satisfactory to the City that the Applicant will adhere to all the applicable Laws concerning the installation of new poles.
- G. If Applicant is proposing an underground installation in existing ducts or conduits within the Rights-of-way, the Applicant shall provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. Based on the existing facilities, the excess capacity for like or similar facilities currently available in such ducts or conduits before installation of Applicant's Facilities; and
 - 2. Based on existing facilities, the excess capacity for like or similar facilities that will exist in such ducts or conduits after installation of Applicant's Facilities.
- H. If Applicant is proposing an underground installation within new ducts or conduits to be constructed within the Rights-of-way, the Applicant must provide Credible information satisfactory to the City to sufficiently detail and identify:
 - 1. The location, depth, size, and quantity of proposed new ducts or conduits; and
 - 2. The excess capacity for like or similar equipment that will exist in such ducts or conduits after installation of Applicant's Facilities.
- I. A preliminary Construction schedule and completion date; and
- J. Payment of all money then due to the City for:

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1. Permit Fees;
 2. Any loss, damage, or expense suffered by the City as a result of Applicant's prior Construction in the Rights-of-way or any Emergency actions taken by the City.
 3. Any Certificate of Registration issued to the Applicant/Person whose Facilities are being Constructed.
 4. Any other money due to the City from the Applicant/Person whose Facilities are being Constructed.
- K. When a Construction Permit is requested for purposes of installing additional Systems or any part of a System, the posting of a Construction Bond and Removal Bond, acceptable to the City and subject to Chapter 907, for the additional Systems or any part of a System is required.
- L. Upon request, the City may modify or waive the information requirements if they are not necessary in evaluating the Construction Permit application. The City may request applicable and pertinent additional information if it is necessary in evaluating the Construction Permit application.
- (c) Issuance of Permit; Conditions.
- (1) If the City determines that the Applicant has satisfied the requirements of Chapter 907 and the Construction Permit process, the Mayor shall issue a Construction Permit subject to the provisions of Section 907.14(c)(2).
 - (2) The City may impose reasonable conditions upon the issuance of the Construction Permit and the performance of the Permittee thereunder in order to protect the City's investment in the Right-of-way, protect the public health, safety and welfare, to ensure the structural integrity of the Rights-of-way, to protect the property and safety of other users of the Rights-of-way, or to minimize the disruption and inconvenience to the traveling public.
- (d) Construction Permit Fees
- (1) The City shall collect a Construction Permit Fee equal to the actual and direct cost incurred by the City that is associated with receiving, reviewing, processing and granting (or denying) the Construction Permit and any oversight of the Construction Permit or the Construction work associated therewith. Following completion of the Construction work for which a Construction Permit has been granted (or at the time of the denial of Construction Permit) the City shall calculate and assess all actual and direct costs involved in receiving, reviewing, processing and granting (or denying) the Construction Permit and any oversight of the Construction Permit or Construction Work associated therewith. Quarterly, the City will cause the Director of Finance to issue a written invoice to a Provider that lists and summarizes the costs for each Construction Permit issued to and/or completed by the Provider over the previous ninety (90) days. The Provider shall remit payment to the City for the original quarterly invoice within thirty (30) days after the Director of Finance issues such invoice. Any Applicant who fails to timely remit such invoiced Construction Permit Fee amounts shall be subject to the penalties of this Chapter, the imposition of any other legal or equitable remedies available to the City and the immediate revocation of any Certificate of Registration or Construction Permit having been issued.
 - (2) The City may in addition to these direct and actual costs listed in Section 907.14(d)(1) may include in the Construction Permit Fee the cost of the value of degradation and reduction in the useful life of the Rights-of-way that will result from Construction that has taken place therein. "Degradation and the reduction in the useful life" for the purpose of this section means the accelerated depreciation of the Rights-of-way caused by Construction in or disturbance of the Rights-of-way, resulting in the need to reconstruct or repair such Rights-of-way earlier than would be required if the Construction did not occur.
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- (3) Except as otherwise provided herein, no future Construction Permits shall be issued to an Applicant without payment of all outstanding Construction Permit Fee invoices within thirty (30) days of the issuance of the original invoice. The City shall be exempt from payment of Construction Permit Fees. Construction Permit Fees that were paid for a Permit that the City has revoked due to breach and in accordance with the terms of Section 907.11 or Section 907.17(e) are not refundable.
- (e) Joint applications. Applicants are encouraged to submit joint Applications for Construction Permits to work in the Rights-of-way at the same place and time. Joint Applicants shall have the ability to divide amongst themselves, in proportions the parties find appropriate, any applicable Construction Permit Fees.

§ 907.16 CONSTRUCTION, RELOCATION AND RESTORATION.

(a) Utility Engineering Study Required.

- (1) Prior to commencement of any initial Construction, extension, or relocation of Facilities in the Rights-of-way, except for repair, maintenance or replacement with like Facilities or relocations requested or caused by a third party (excluding the City) or another Permittee, a Permittee shall conduct a utility engineering study on the proposed route of Construction expansion or relocation if requested by the Mayor. Where such Construction and/or relocation is requested or caused by a third party, every Permittee located within the Rights-of-way at issue or involved with the work shall use all Best Efforts to cooperate and assist any other Permittee or person who is directed by the City to perform the required utility engineering study. A utility engineering study consists of, at minimum, completion of the following tasks:
- A. Secure all available "as-built" plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed Construction route.
 - B. Visibly survey and record the location and dimensions of any Facilities along the proposed Construction route, including, but not limited to, manholes, valve boxes, utility boxes, posts and visible street cut repairs.
 - C. Determine and record the presence and precise location of all Underground Facilities the Applicant or Person on whose behalf the Permit was applied for owns or controls in the Rights-of-way along the proposed System route. Upon request of the Mayor, a Permittee shall also record and identify the general location of all other Facilities in the Rights-of-way along the proposed System route. For the purposes of this section, general location shall mean the alignment of other Facilities in the Rights-of-way, but shall not necessarily mean the depth of other Facilities in the Rights-of-way.
 - D. Plot and incorporate the data obtained from completion of the tasks described in Section 907.15 (a)(1)(A)—(C) on the Construction Permittee's proposed System route maps and Construction plans.
 - E. Where the proposed location of Facilities and the location of existing Underground Facilities appear to conflict on the plans drafted in accordance with Section 907.14(a)(1)(D), Permittee has the option of either utilizing non-destructive digging methods, such as vacuum excavation, at the critical points identified to determine as precisely as possible, the horizontal, vertical and spatial position, composition, size and other specifications of the conflicting Underground Facilities, or re-designing the Construction plans to eliminate the apparent conflict. Unless waived by the Mayor, a Permittee shall not excavate more than a three (3) feet by three (3) feet square hole in the Rights-of-way to complete this task.
 - F. Based on all of the data collected upon completion of the tasks described in this section, adjust the proposed System design to avoid the need to relocate other Underground Facilities.
- (2) The City may modify the scope of the utility engineering study as necessary depending on the proposed Construction plans.

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- (B) Copy to City. Upon completion of the tasks described in Section 907.15(a), the Construction Permittee shall submit the proposed System route maps and Construction Plans, with the results of the utility engineering study, in the most advanced format (including, but not be limited to electronic and/or digital format) then currently being used by the Provider that is then currently capable of technologically being read (or readily converted to a readable form) by the City. The mapping data is only required to be at the "Atlas" level of detail necessary for the City to reasonably determine the location of the Provider's facilities in the Rights-of-way. The Provider shall supply the mapping data on paper if the Mayor determines that the format currently being used by the Provider is not capable of being read by the City.
- (C) Qualified Firm. All utility engineering studies conducted pursuant to this section shall be performed by the Permittee if, in the discretion of the Mayor, the Construction Permittee is qualified to complete the project itself, alternatively utility engineering studies shall be performed by a firm specializing in utility engineering that is approved by the City.
- (D) Cost of Study. The Permittee shall bear the cost of compliance with Section 907.15(a)–(c).
- (E) Construction Schedule. Unless otherwise provided for in Chapter 907 or in the Rules and Regulations, or unless the Mayor waives any of the requirements of this section due to unique or unusual circumstances, a Permittee shall be required to submit a written Construction schedule to the City fourteen (14) Working Days before commencing any work in or about the Rights-of-way, and shall further notify the City not less than two (2) Working Days in advance of any excavation in the Rights-of-way. This section shall apply to all situations with the exception of circumstances under Section 907.17(d)(1) (Emergency Situations) and Section 907.16 (Minor Maintenance).
- (F) Location of Facilities.
- (1) The placement of new Facilities and replacement of old Facilities, either above ground or underground, shall be completed in conformity with applicable Laws and the City's Rules and Regulations.
 - (2) The City shall have the power to prohibit or limit the placement of new or additional Facilities within the Rights-of-way if the Right-of-way is Full. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the Rights-of-way, but shall be guided primarily by considerations of the public health, safety and welfare, the condition of the Rights-of-way, the time of year with respect to essential Utilities, the protection of existing Facilities in the Rights-of-way, future City and County plans for public improvements, development projects which have been determined to be in the public interest and nondiscriminatory and competitively neutral treatment among Providers.
- (G) Least Disruptive Technology. All Construction or maintenance of Facilities shall be accomplished in the manner resulting in the least amount of damage and disruption of the Rights-of-way. Specifically, every Permittee when performing underground Construction, if technically and/or technologically feasible and not economically unreasonable, shall utilize Trenchless Technology, including, but not limited to, horizontal drilling, directional boring, and microtunneling. In addition, all cable, wire or fiber optic cable installed in the subsurface Rights-of-way pursuant to Chapter 907 may be required to be installed in conduit, and if so required, no cable, wire or fiber optic cable may be installed pursuant to Chapter 907 using "direct bury" techniques.
- (H) Special Exceptions. The City, in its sole discretion, may grant a special exception to the requirements of Section 907.15(f) and 907.15(g) if a Permittee, upon application, demonstrates with written evidence that:
- (1) The exception will not create any threat to the City's investment or in the Rights-of-way, the public health, safety or welfare.
 - (2) Permittee demonstrates that the increased economic burden and the potential adverse impact on the Permittee's Construction schedule resulting from the strict enforcement of the requirement actually or effectively inhibits the ability of the Permittee to provide Services in the City.
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- (3) The Permittee demonstrates that the requirement unreasonably discriminates against the Permittee in favor of another Person.
 - (4) The requirements requested by the City herein create an unreasonable economic burden for the Permittee that outweighs any potential benefit to the City.

(I) Relocation of Facilities.

- (1) A Provider shall as promptly as reasonably possible and at its own expense, permanently remove and relocate its Facilities in the Rights-of-way whenever the City finds it necessary to request such removal and relocation. In instances where the City requests removal and/or relocation, the City shall waive all applicable Construction Permit Fees. Upon removal and/or relocation, the Provider shall restore the Rights-of-way to the same or better condition it was in prior to said removal or relocation. If existing poles are required to be removed and/or relocated, then the existing poles will be replaced with poles of the same or similar size. In accordance with Law, the Mayor may request relocation and/or removal in order to prevent unreasonable interference by the Provider's Facilities with:
 - A. A public improvement undertaken or approved by the City.
 - B. The City's investment in the Right-of-way.
 - C. When the public health, safety, and welfare requires it, or when necessary to prevent interference with the safety and convenience of ordinary travel over the Rights-of-way.
 - D. The sale, conveyance, vacation, or narrowing of all or any part of a Right-of-way.
- (2) Notwithstanding the foregoing, a Provider who has Facilities in the Right-of-way subject to a vacation or narrowing that is not required for the purposes of the City, shall have a permanent easement in such a vacated portion or excess portion in conformity with ORC 723.041.
- (3) If, in the reasonable judgment of the City, a Provider fails to commence removal and/or relocation of its Facilities as designated by the City, within thirty (30) days after the City's removal order, or if a Provider fails to substantially complete such removal, including all associated repair of the Rights-of-way of the City, within twelve (12) months thereafter, then, to the extent consistent with applicable Law, the City shall have the right to:
 - A. Declare that all rights, title and interest to the Facilities belong to the City with all rights of ownership, including, but not limited to, the right to connect and use the Facilities or to effect a transfer of all right, title and interest in the Facilities to another Person for operation; or
 - B. Authorize removal of the Facilities installed by the Provider in, on, over or under the Rights-of-way of the City at Provider's cost and expense, by another Person; however, the City shall have no liability for any damage caused by such action and the Provider shall be liable to the City for all reasonable costs incurred by the City in such action; and
 - C. To the extent consistent with applicable Law, any portion of the Provider's Facilities in, on, over or under the Rights-of-way of the City designated by the City for removal and not timely removed by the Provider shall belong to and become the property of the City without payment to the Provider, and the Provider shall execute and deliver such documents, as the City shall request, in form and substance acceptable to the City, to evidence such ownership by the City.

(J) Pre-Excavation Facilities Location.

- (1) Before the start date of any Rights-of-way excavation, each Provider who has Facilities located in the area to be excavated shall, to the best of its ability, mark the horizontal and approximate vertical placement of all its Facilities.
 - (2) All Providers shall notify and work closely with the excavation contractor in an effort to establish the exact location of its Facilities and the best procedure for excavation.
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(K) Rights-of-way Restoration.

- (1) The work to be done under the Permit, and the Restoration of the Rights-of-way as required herein, weather permitting, must be completed within the dates specified in the Permit. In addition to its own work, the Permittee must restore the general area of the work, and the surrounding areas, including trench backfill, paving and its foundations in accordance with the Code and Rules and Regulations. If a Permittee is unable to timely complete the restoration of Rights-of-way due to unreasonable inclement weather conditions, the Permittee shall complete the restoration of the Rights-of-way as soon as weather conditions make it possible to do so and upon said completion notify the City.
- (2) In approving an Application for a Construction Permit, the City may have the Permittee restore the Rights-of-way or the City may restore the Rights-of-way itself at the Permittee's cost if the Permittee has in the past not abided by requirements of Chapter 907.
- (3) If the City chooses to allow Permittee to restore the Right-of-way, the Permittee shall at the time of Application for a Construction Permit post a Construction Bond in an amount determined by the City to be sufficient to cover the cost of restoring the Rights-of-way to its approximate pre-excavation condition. If, twelve (12) months after completion of the Restoration of the Right-of-way, the City determines that the Rights-of-way have been properly restored, the surety on the Construction Bond shall be released.
- (4) The Permittee shall perform the work according to the standards and with the materials specified by the City. The City shall have the authority to prescribe the manner and extent of the Restoration, and may do so in written procedures of general application or on a case-by-case basis. The City in exercising this authority shall be guided by the following standards and considerations: the number, size, depth and duration of the excavations, disruptions or damage to the Rights-of-way; the traffic volume carried by the Rights-of-way; the character of the neighborhood surrounding the Rights-of-way; the pre-excavation condition of the Rights-of-way; the remaining life-expectancy of the Rights-of-way affected by the excavation; whether the relative cost of the method of Restoration to the Permittee is in reasonable balance with the prevention of an accelerated depreciation of the Rights-of-way that would otherwise result from the excavation, disturbance or damage to the Rights-of-way; and the likelihood that the particular method of Restoration would be effective in slowing the depreciation of the Rights-of-way that would otherwise take place. Methods of Restoration may include, but are not limited to, patching the affected area, replacement of the Rights-of-way base at the affected area, and in the most severe cases; milling, overlay and/or street reconstruction of the entire area of the Rights-of-way affected by the work.
- (5) By restoring the Rights-of-way itself, the Permittee guarantees its work and shall maintain it for twelve (12) months following its completion. During this twelve (12) month period, it shall, upon notification from the Mayor, correct all Restoration work to the extent necessary using the method required by the Mayor. Weather permitting, said work shall be completed within five (5) calendar days of the receipt of the notice from the Mayor, unless otherwise extended by the Mayor.
- (6) If the Permittee fails to restore the Rights-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all repairs required by the City, the City, at its option, may do such work. In that event, the Permittee shall pay to the City, within thirty (30) days of invoicing, the Restoration cost of restoring the Rights-of-way and any other costs incurred by the City. Upon failure to pay, the City may call upon any bond or letter of credit posted by Permittee and/or pursue any and all legal and equitable remedies.
- (7) If the work to be done under the Permit is being done at the same location and the same period of time as work by the City and/or another Permittee(s), then the Mayor may reasonably apportion the Restoration responsibility among the City, Providers and/or other Persons.

(L) Damage to Other Facilities.

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- (1) In the case of an Emergency, and if possible after reasonable efforts to contact the Provider seeking a timely response, when the City performs work in the Rights-of-way and finds it necessary to maintain, support, or move a Provider's Facilities to protect those Facilities, the costs associated therewith will be billed to that Provider and shall be paid within thirty (30) days from the date of billing. Upon failure to pay, the City may pursue all legal and equitable remedies in the event a Provider does not pay or the City may call upon any bond or letter of credit posted by the Permittee and pursue any and all legal or equitable remedies. Each Provider shall be responsible for the cost of repairing any damage to the Facilities of another Provider caused during the City's response to an Emergency occasioned by that Provider's Facilities.
 - (2) Each Provider shall be responsible for the cost of repairing any City-owned Facilities in the Rights-of-way which the Provider or its Facilities damage.
- (M) Rights-of-way Vacation.
- (1) If the City sells or otherwise transfers a Right-of-way which contains the Facilities of a Provider, such sale or transfer shall be subject to any existing easements of record and any easements required pursuant to ORC 723.041.
- (N) Installation Requirements. The excavation, backfilling, Restoration, and all other work performed in the Rights-of-way shall be performed in conformance with all applicable Laws, Rules and Regulations, other standards as may be promulgated by the Mayor.
- (O) Inspection. When the Construction under any Permit hereunder is completed, the Permittee shall notify the Mayor.
- (1) The Permittee shall make the Construction site available to the Inspector and to all others as authorized by Law for inspection at all reasonable times during the execution and upon completion of the Construction.
 - (2) At the time of inspection, the Inspector may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public, violates any Law or which violates the term and conditions of the Permit and/or Chapter 907. The City may inspect the work, however; the failure of the City to inspect the work does not alleviate the responsibility of the Permittee to complete the work in accordance with the approved Permit and the requirements of Chapter 907.
 - (3) The Inspector may issue an order to the Permittee for any work which does not conform to the Permit and/or applicable standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the Permit. The order may be served on the Permittee as provided in Section 907.20(d). An order may be appealed to the Mayor's designee. The decision of the Mayor's designee may be appealed to the Mayor whose decision shall be final. If not appealed, within ten (10) days after issuance of the order, the Provider shall present proof to the Mayor that the violation has been corrected. If such proof has not been presented within the required time, the Mayor may revoke the Permit pursuant to Section 907.17(e).
- (P) Other Obligations.
- (1) Obtaining a Construction Permit does not relieve Permittee of its duty to obtain all other necessary Permits, licenses, and authority and to pay all fees required by any other Laws.
 - (2) Permittee shall comply with all requirements of all Laws, including the Ohio Utility Protection Service.
 - (3) Permittee shall perform all work in conformance with all applicable Laws and standards, and is responsible for all work done in the Rights-of-way pursuant to its Permit, regardless of who performs the work.
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- (4) No Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Section 907.17(d)(1).
 - (5) Permittee shall not obstruct a Right-of-way so that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. The Mayor may waive this requirement if it is technically or economically unreasonable in the circumstances.
 - (6) Private vehicles other than necessary Construction vehicles may not be parked within or adjacent to a Permit area. The loading or unloading of trucks adjacent to a Permit area is prohibited unless specifically authorized by the Permit.
- (Q) Undergrounding Required. Any owner of property abutting upon a street or alley where Service Facilities are now located underground and where the Service connection is at the property line, shall install or cause others to install underground any Service delivery infrastructure from the property line to the buildings or other structures on such property to which such Service is supplied. Where not otherwise required to be placed underground by Chapter 907, a Provider shall locate Facilities underground at the request of an adjacent property owner, provided that such placement of Facilities underground is consistent with the Provider's normal construction and operating standards and that the additional costs of such undergrounding over the normal aerial or above ground placement costs of identical Facilities are borne directly by the property owner making the request. A Provider, under any circumstance shall, upon the reasonable request of the City, always use Best Efforts to place Facilities underground. Where technically possible and not economically unreasonable or unsafe (based upon the technology employed and Facilities installed), all Facilities to be installed by a Provider under the Right-of-way shall be installed in conduit.

§ 907.17 MINOR MAINTENANCE PERMIT.

- (A) Right-of-way Minor Maintenance Permit Requirement. No Person shall perform Minor Maintenance of Facilities in the Rights-of-way without first having obtained a Right-of-way Minor Maintenance Permit as set forth in this Chapter. Minor Maintenance means: (i) the routine repair or replacement of Facilities with like Facilities not involving Construction and not requiring traffic control for more than two (2) hours at any one location; (ii) or the routine repair or replacement of Facilities with like Facilities not involving Construction and taking place on thoroughfares and arterials between the hours of 9:00 a.m. and 3:00 p.m.; (iii) or the routine repair or replacement of Facilities with like Facilities not involving construction on all Rights-of-ways, other than thoroughfares and arterials, that does not impede traffic and is for a period of less than eight (8) contiguous hours; (iv) or Construction other than on thoroughfares and arterials that takes less than eight (8) contiguous hours to complete, does not impede traffic and does not involve a pavement cut. The Mayor may adopt Rules and Regulations pursuant to Section 907.06(e) that clarify the definition of Minor Maintenance and/or provide a process for a Provider to determine whether particular activity constitutes Minor Maintenance.
- (1) A Right-of-way Minor Maintenance Permit allows the Right-of-way Minor Maintenance Permittee to perform all minor maintenance in any part of the Rights-of-way as required.
 - (2) A Right-of-way Minor Maintenance Permit is valid from the date of issuance until revoked by the Mayor.
 - (3) A Right-of-way Minor Maintenance permit must be displayed or upon request produced within twelve (12) business hours.
 - (4) A Right-of-way Minor Maintenance Permit by itself shall under no circumstances provide a Permittee with the ability to cut pavement without seeking additional authority from the Mayor.
- (B) Right-of-way Minor Maintenance Permit Applications. Application for a Right-of-way Minor Maintenance Permit shall be made to the Mayor. In addition to any information required by the Mayor, all Right-of-way
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Minor Maintenance Permit Applications shall contain, and will only be considered complete upon compliance with the following provisions:

- (1) Credible evidence that the Applicant has obtained a Certificate of Registration or proof that the Applicant has written authority to apply for a Right-of-way Minor Maintenance Permit on behalf of a party that has been issued a Certificate of Registration.
 - (2) Submission of a completed Right-of-way Minor Maintenance Permit Application in the form required by the Mayor.
 - (3) A statement that the Applicant will employ protective measures and devices that, consistent with the OMUTCD, will prevent injury or damage to Persons or property and to minimize disruptions to the efficient movement of pedestrian and vehicular traffic.
- (C) Issuance of Right-of-way Minor Maintenance Permits; Conditions.
- (1) If the Mayor determines that the Applicant has satisfied the requirements of this Chapter and the Right-of-way Minor Maintenance Permit process, the Mayor shall issue a Right-of-way Minor Maintenance Permit subject to the provisions of this Chapter.
 - (2) The City may impose reasonable conditions, in addition to the Rules and Regulations enacted by the Mayor, upon the issuance of the Right-of-way Minor Maintenance Permit and the performance of the Right-of-way Minor Maintenance Permittee thereunder in order to protect the public health, safety, and welfare, to ensure the structural integrity of the Rights-of-way, to protect the property and safety of other users of the Rights-of-way, to protect the City's investment in the Right-of-way, or to minimize the disruption and inconvenience to the traveling public.
- (D) Right-of-way Minor Maintenance Permit Fees. The Mayor shall not charge a fee for the issuance of the Right-of-way Minor Maintenance Permit but may revoke the Right-of-way Minor Maintenance Permit as any other Permit may be revoked under this Chapter.

§ 907.18 ENFORCEMENT OF PERMIT OBLIGATION.

- (A) Mandatory Denial of Permit. Except in the case of an Emergency, no Permit will be granted:
- (1) To any Person who has not yet made an Application or who is occupying any Right-of-way without a valid Certificate of Registration; or
 - (2) To any Person who has outstanding debt owed to the City unless payment in full has been placed in an escrow account approved by the City Auditor and the Law Director; or
 - (3) To any Person as to whom there exists grounds for the revocation of a Permit; or
 - (4) If, in the discretion of the Mayor, the issuance of a Permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The Mayor, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the Rights-of-way considerations relating to the public health, safety and welfare and/or the City's investment in the Right-of-way.
- (B) Permissive Denial of Permit. The Mayor or Mayor's designee may deny a Permit in order to protect the public health, safety and welfare, and/or protect the City's investment in the Right-of-way to prevent interference with the safety and convenience of ordinary travel over the Rights-of-way, or when necessary to protect the Rights-of-way and its users.
- (1) The Mayor or Mayor's designee, in her/his discretion, may consider one or more of the following factors:
 - A. The extent to which Rights-of-way space where the Permit is sought is available; and/or

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- B. The competing demands for the particular space in the Rights-of-way; and/or
 - C. The availability of other locations in the Rights-of-way or in other Rights-of-way for the proposed Facilities; and/or
 - D. The applicability of Chapter 907 or other regulations of the Rights-of-way that affect location of Facilities in the Rights-of-way; and/or
 - E. The degree of compliance of the Provider with the terms and conditions of its Certificate of Registration, Chapter 907, and other applicable ordinances and regulations; and/or
 - F. The degree of disruption to surrounding communities and businesses that will result from the use of that part of the Rights-of-way; and/or
 - G. The condition and age of the Rights-of-way, and whether and when it is scheduled for total or partial re-construction; and/or
 - H. The balancing of the costs of disruption to the public and damage to the Rights-of-way, against the benefits to that part of the public served by the expansion into additional parts of the Rights-of-way; and/or
 - I. Whether such Applicant or its agent has failed within the past three (3) years to comply, or is presently not in full compliance with, the requirements of Chapter 907 or, if applicable, any other Law.
- (2) Under no circumstances will open cutting take place on any street except where:
- A. An absolute emergency situation constitutes that an open cut is necessary; and/or
 - B. Vital services to resident(s) or business(es) are needed or have been cut off and there is no reasonable alternative (such as jacking or boring) in supplying or restoring such services; and/or
 - C. The Mayor or Mayor's designee determines it is in the best interests of the City that such an open cut take place.
- (C) Discretionary Issuance of Permit.
- (1) Notwithstanding the provisions of Sections 907.17(a)(1) and 907.17(a)(2), the Mayor or Mayor's designee may issue a Permit in any case where the Permit is necessary;
- A. To prevent substantial economic hardship to a customer of the Permit Applicant, if established by Credible evidence satisfactory to the City; or
 - B. To allow such customer to materially improve its Service; or
 - C. To allow a new economic development project to be granted a Permit under this section.
- (2) To be granted a Permit under this section, the Permit Applicant must not have had knowledge of the hardship, the plans for improvement of Service, or the development project when it was required to submit its list of next year projects.
- (D) Work Done Without A Permit in Emergency Situations.
- (1) Each Provider shall, as soon as is practicable, immediately notify the City of any event regarding its Facilities which it considers to be an Emergency. The Provider may proceed to take whatever actions are necessary in order to respond to the Emergency. Within five (5) business days, unless otherwise extended by the City, after the occurrence or discovery of the Emergency (whichever is later), the Provider shall apply for the necessary Permits, pay the fees associated therewith or have those fees attributed to its quarterly invoice balance in accordance with Section 907.14(d) and fulfill the rest of the requirements necessary to bring itself into compliance with Chapter 907 for any and all actions taken in response to the Emergency. In the event that the City becomes aware of an Emergency
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regarding a Provider's Facilities, the City may use Best Efforts to contact the Provider or the System Representative of each Provider affected, or potentially affected, by the Emergency. In any event, the City may take whatever action it deems necessary in order to respond to the Emergency, the cost of which shall be borne by the Provider whose Facilities caused the Emergency.

- (2) Except in the case of an Emergency, any Provider who Constructs in, on, above, within, over, below or through a Rights-of-way without a valid Permit must subsequently obtain a Permit, pay double the calculated fee for said Permit, pay double all the other fees required by the Code, deposit with the City the fees necessary to correct any damage to the Rights-of-way and comply with all of the requirements of Chapter 907.

(E) Revocation of Permits.

- (1) Permittees hold Permits issued pursuant to the Code as a privilege and not as a right. The City reserves its right, as provided herein, to revoke any Permit, without refunding any fees, in the event of a substantial breach of the terms and conditions of any Law, ordinance, Rule or Regulation, or Design Guideline where applicable, or any provision or condition of the Permit. A substantial breach by Permittee shall include, but shall not be limited to, the following:
 - A. The violation of any provision or condition of the Permit; or
 - B. An evasion or attempt to evade any provision or condition of the Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens; or
 - C. Any material misrepresentation of fact in the Application for a Permit; or
 - D. The failure to maintain the required Construction or Removal Bonds and/or insurance; or
 - E. The failure to obtain and/or maintain, when required, a Certificate of Registration; or
 - F. The failure to complete the Construction in a timely manner; or
 - G. The failure to correct a condition of an order issued pursuant to Section 907.15(o)(3).
- (2) If the City determines that the Permittee has committed a substantial breach of a term or condition of any Law, or any condition of the Permit, the City shall serve a written demand upon the Permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the Permit. Upon a substantial breach, as stated above, the City may place additional or revised conditions on the Permit.
- (3) By the close of the next business day following receipt of notification of the breach, Permittee shall contact the City with a plan, acceptable to the Mayor, for its correction. Permittee's failure to so contact the City, or the Permittee's failure to submit an acceptable plan, or Permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the Permit.
- (4) If a Permittee commits a second substantial default as outlined above, Permittee's Permit will automatically be revoked and the Permittee will not be allowed further Permits for up to and including one full year, except for Emergency repairs.
- (5) If a Permit is revoked, the Permittee shall also reimburse the City for the City's reasonable costs, including Restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

§ 907.19 CONSTRUCTION AND REMOVAL BONDS.

- (A) Construction Bond. Prior to the commencement of any Construction, a Construction Permittee, excluding the County, shall deposit with the City an irrevocable, unconditional letter of credit and/or surety bond in an amount determined by the Mayor or Mayor's designee to be appropriate based upon fair and reasonable criteria. Unless a Construction default, problem or deficiency involves an Emergency or endangers the safety

of the general public, the Mayor shall serve written notice to the Construction Permittee detailing the Construction default, problem or deficiency. If the Mayor or Mayor's designee determines that correction or repair of the Construction default, problem or deficiency has not occurred or has not been substantially initiated within ten (10) calendar days after the date following service and notification and detailing the Construction default, problem or deficiency, then the City may attach the letter of credit or surety bond. Upon attachment, written notice shall be served on the Construction Permittee by the Mayor or Mayor's designee.

- (b) Removal Bond. Upon issuance of a Certificate of Registration and continuously thereafter, and until one hundred twenty (120) days after a Provider's Facilities have been removed from the Rights-of-way, (unless the City notifies the Provider that a reasonably longer period shall apply), a Provider shall deposit with the City and maintain an irrevocable, unconditional letter of credit or surety bond in an amount equal to or greater than one hundred thousand dollars (\$100,000.00), the City shall make all reasonable efforts to allow Provider a period of five (5) calendar days after serving notification in writing to correct or repair any default, problem or deficiency prior to the attachment of the letter of credit or surety bond regarding the removal of Facilities. Upon attachment, written notice shall be provided to the Provider by the City.
- (c) Blanket Bond.
 - (1) In lieu of the Construction Bond required by Section 907.20(a) and the Removal Bond required by Section 907.18(b), Provider may deposit with the City an irrevocable, unconditional letter of credit and/or surety bond in the amount of five million dollars (\$5,000,000.00). Unless a Construction default, problem or deficiency involves an Emergency or endangers the safety of the general public, the City shall make all reasonable effort to allow Permittee a period of five (5) calendar days after sending notification in writing to correct or repair any default, problem or deficiency prior to City's attachment of the letter of credit or surety bond.
- (D) Self-Bonding. In lieu of the Construction Bond required by Section 907.19(a), the Removal Bond required by Section 907.21(b) and the Blanket Bond required by Section 907.19(c), those Providers maintaining a book value in excess of fifty million dollars (\$50,000,000.00) may submit a statement to the City requesting to self-bond. If approval to self-bond is granted, a Provider shall assure the City that such self-bonding shall provide the City with no less protection and security than would have been afforded to the City by a third party surety providing Provider with the types and amounts of bonds detailed in the above named sections. This statement shall include:
 - (1) Audited financial statements for the previous year; and
 - (2) A description of the Applicant's self-bonding program.
 - (3) Other applicable and pertinent information as reasonably requested by the City.
- (E) Purposes.
 - (1) The bonds required by this section, and any self-bonding to the extent it has been permitted, shall serve as security for:
 - A. The faithful performance by the Permittee or Provider of all terms, conditions and obligations of Chapter 907; and
 - B. Any expenditure, damage, or loss incurred by the City occasioned by the Permittee or Provider's violation of Chapter 907 or its failure to comply with all rules, regulations, orders, Permits and other directives of the City issued pursuant to Chapter 907; and
 - C. The payment of all compensation due to the City, including Permit Fees; and
 - D. The payment of premiums (if any) for the liability insurance required pursuant to Chapter 907; and

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- E. The removal of Facilities from the Rights-of-way pursuant to Chapter 907; and
 - F. The payment to the City of any amounts for which the Permittee or Provider is liable that are not paid by its insurance or other surety; and
 - G. The payment of any other amounts which become due to the City pursuant to Chapter 907 or the Law.
- (F) Form. The bond documents required by this section and any replacement bond documents shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be canceled or not renewed by the surety nor the intention to cancel or not to renew be stated by the surety until ninety (90) days after completion of Construction of the Facilities and, notwithstanding the foregoing, shall in no case be canceled or not renewed by the surety until at least ninety (90) days' written notice to City of surety's intention to cancel or not renew this bond."

§ 907.20 INDEMNIFICATION AND LIABILITY.

(A) City Does Not Accept Liability.

- (1) By reason of the acceptance of an Application, the grant of a Permit or the issuance of a Certificate of Registration, the City does not assume any liability:
 - A. For injuries to Persons, damage to property, or loss of Service claims; or
 - B. For claims or penalties of any sort resulting from the installation, presence, maintenance or operation of Facilities.

(B) Indemnification.

- (1) By applying for and being issued a Certificate of Registration with the City a Provider is required, or by accepting a Permit a Permittee is required to protect, defend, indemnify, and hold harmless the City's agents, elected officials, officers, employees, volunteers and subcontractors from all costs, liabilities, claims, and suits for damages of any kind arising out of the Construction, presence, installation, maintenance, repair or operation of its Facilities, or out of any activity undertaken in or near on a Rights-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by a Permit. A Provider or Permittee shall not bring, nor cause to be brought, any action, suit or other proceeding claiming damages, or seeking any other relief against the City's agents, elected officials, officers, employees, volunteers, and subcontractors for any claim nor for any award arising out of the presence, installation, maintenance or operation of its Facilities, or any activity undertaken in or near a Rights-of-way, whether the act or omission complained of is authorized, allowed or prohibited by a Permit. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Provider, Permittee or to the City; and the Provider or Permittee, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. Any and all exercise of the above shall be consistent with, but not limited to, the following:
 - A. To the fullest extent permitted by Law, all Providers and Permittees shall, at their sole cost and expense, fully indemnify, defend and hold harmless the City, its elected officials, agents, officers, employees, volunteers and subcontractors from and against any and all lawsuits, claims (including without limitation worker's compensation claims against the City or others), causes of actions, actions, liability, and judgments for injury or damages (including, but not limited to, expenses for reasonable legal fees and disbursements assumed by the City in connection therewith); and
 - 1. Persons or property, in any way arising out of or through the acts or omissions of Provider or Permittee, its subcontractors, agents or employees attributable to the occupation by the Provider or Permittee of the Rights-of-way, to which Provider's or Permittee's negligence

shall in any way contribute, and regardless of whether the City's negligence or the negligence of any other party shall have contributed to such claim, cause of action, judgment, injury or damage; and

2. Arising out of any claim for invasion of the right of privacy, for defamation of person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent or any other right of any person, firm and corporation by the Provider, but excluding claims arising out of or related to the City's actions; and
 3. Arising out of Provider or Permittee's failure to comply with the provisions of Law applicable to Provider or Permittee in its business hereunder.
- B. The foregoing indemnification is conditioned upon the City:
1. Giving Provider or Permittee prompt notice of any claim or the commencement of any action, suit or proceeding for which indemnification is sought; and
 2. Affording the Provider or Permittee the opportunity to participate in any compromise, settlement, or other resolution or disposition of any claim or proceeding subject to indemnification; and
 3. Cooperate in the defense of such claim and making available to the Provider or Permittee all pertinent information under the City's control.
- C. The City shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof, and the Provider or Permittee shall pay all reasonable fees and expenses of such separate counsel if employed.

§ 907.21 GENERAL PROVISIONS.

- (A) Non-exclusive Remedy. The remedies provided in Chapter 907 are not exclusive or in lieu of other rights and remedies that the City may have at Law or in equity. The City is hereby authorized at any time to seek legal and equitable relief for actual or threatened injury to the public Rights-of-way, including damages to the Rights-of-way, whether caused by a violation of any of the provisions of Chapter 907 or other provisions of the Code.
- (b) Severability. If any section, subsection, sentence, clause, phrase, or portion of Chapter 907 is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any Permit, right or any portions of this section are illegal or unenforceable, then any such Permit or right granted or deemed to exist hereunder shall be considered as a revocable Permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such a revocable Permit shall be the same requirements and conditions as set forth in the Permit, right or registration, respectively, except for conditions relating to the term of the Permit and the right of termination. If a Permit or right shall be considered a revocable Permit as provided herein, the Permittee must acknowledge the authority of the City to issue such revocable Permit and the power to revoke it.
- (c) Reservation of Regulatory and Police Powers. The City, by the granting of a Permit or by issuing a Certificate of Registration pursuant to Chapter 907, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Ohio and under the Charter of the City of Reynoldsburg to regulate the use of the Rights-of-way. The Permittee by its acceptance of a Permit, or Provider by applying for and being issued a Certificate of Registration, is deemed to acknowledge that all lawful powers and rights,

regulatory power, or police power, or otherwise as now are or the same as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Permittee or Provider is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general Laws and ordinances enacted by the City pursuant to such powers.

- (d) Method of Service. Any notice or order of the City shall be deemed to be properly served if a copy thereof is:
- (1) Delivered personally; or
 - (2) Successfully transmitted via facsimile transmission to the last known fax number of the person to be served; or
 - (3) Left at the usual place of business of the person to whom it is to be served upon and with someone who is eighteen (18) years of age or older; or
 - (4) Sent by certified, preposted U.S. mail to the last known address; or
 - (5) If the notice is attempted to be served by certified, preposted U.S. mail and then returned showing that the letter was not delivered, or the certified letter is not returned within fourteen (14) days after the date of mailing, then notice may be sent by regular, preposted, first-class U.S.; or
 - (6) If the notice is attempted to be served by regular, first class U.S. mail, postage prepaid, and the letter is then returned showing that the letter was not delivered, or is not returned within fourteen (14) days after the date of mailing, then notice shall be posted in a conspicuous place in or about the structure, building, premises or property affected by such notice.
- (e) Applies to All Providers. Chapter 907 shall apply to all Providers and all Permittees unless expressly exempted.
- (f) Police Powers. All Persons' rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. All persons shall comply with all applicable Laws enacted by the City pursuant to its police powers. In particular, all persons shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities, unless otherwise prohibited by Law.
- (g) Compliance. No Person shall be relieved of its obligation to comply with any of the provisions of Chapter 907 by reason of any failure of the City to enforce prompt compliance.
- (h) Foreclosure and Receivership.
- (1) Upon the filing of any voluntary or involuntary petition under the Bankruptcy Code by or against any Provider and/or Permittee, or any action for foreclosure or other judicial sale of the Provider and/or Permittee Facilities located within the Rights-of-way, the Provider and/or Permittee shall so notify the City within fourteen (14) calendar days thereof and the Provider and/or Permittee's Certificate of Registration or Permit (as applicable) shall be deemed void and of no further force and effect.
 - (2) The City shall have the right to revoke, pursuant to the provisions of the Code, any Certificate of Registration or Permit granted pursuant to Chapter 907, subject to any applicable provisions of Law, including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Provider and/or Permittee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of aid one hundred and twenty (120) days or unless:
 - A. Within one hundred and twenty (120) days after election or appointment, such receiver or trustee shall have fully complied with all the provisions of the relevant Certificate of Registration, any outstanding Permit, Chapter 907, and remedied all defaults thereunder; and

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- B. Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Facilities, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the relevant Certificate of Registration, Permit and Chapter 907.
- (i) Choice of Law and Forum. This Chapter 907 and the terms and conditions of any Certificate of Registration or Permit shall be construed and enforced in accordance with the substantive Laws of the City, State of Ohio and United States, in that order. As a condition of the grant of any Permit or issuance of any Certificate of Registration all disputes shall be resolved in a court of competent jurisdiction for Franklin County, Ohio.
- (j) Force Majeure. In the event any Person's performance of any of the terms, conditions or obligations required by Chapter 907 is prevented by a cause or event not within such Person's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a Provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.
- (k) No Warranty. The City makes no representation or warranty regarding its right to authorize the Construction of Facilities on any particular Rights-of-way. The burden and responsibility for making such determination shall be upon the Person installing Facilities in the Rights-of-way.
- (l) Continuing Obligation and Holdover. In the event a Provider or Permittee continues to operate all or any part of the Facilities after the termination, lapse, or revocation of a Certificate of Registration, such Provider or Permittee shall continue to comply with all applicable provisions of this Chapter and other Laws throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the Certificate of Registration, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution. Any conflict between the issuance of a Certificate of Registration or of a Permit and any other present or future lawful exercise of the City's regulatory or police powers shall be resolved in favor of the latter.
- (m) Appeals. All appeals provided for by this Chapter and any notification to the City required by this Chapter shall be in writing and sent via certified U.S. mail to the City as specified in this Chapter 907.
- (n) City Facilities. As part of City required standards wherever Rights-of-way are under Construction, if deemed advisable and practicable by the Mayor, the City may install all such Facilities deemed necessary to accommodate future Provider needs. Any such installed Facilities shall be City property and may be conveyed to any Person under such terms and conditions as are deemed advisable by the City.
- (o) Section Headings. Section headings are for convenience only and shall not be used to interpret any portion of this Chapter.

§ 907.99 PENALTIES.

In addition to any other penalties set forth in this Chapter, and the remedy of specific performance which may be enforced in a court of competent jurisdiction the following penalties shall apply:

- (1) Any Person violating the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. Each day such violation continued shall be deemed a separate offense.

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way and Easements Necessary for the Construction of the Summit Road Improvement Project, Appropriate Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

in order to maintain project timelines

STAFF REPORT:

**AN ORDINANCE AUTHORIZING THE
MAYOR TO PURCHASE THE RIGHTS OF-
WAY NECESSARY FOR THE
CONSTRUCTION OF SUMMIT ROAD
IMPROVEMENTS, APPROPRIATE FUNDS
THEREFOR, AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Reynoldsburg was awarded Ohio Public Works Commission (OPWC) Funds to design and construct the necessary improvements along Summit Road from the City's current southern boundary to East Main Street; and

WHEREAS, as part of these improvements, it may be necessary to purchase additional rights-of-way or easements from property owners along said corridor; and

WHEREAS, as part of the City's application, \$80,000.00 was earmarked for potential right-of-way and easement acquisitions.

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

SECTION 1. That the Mayor is hereby authorized to enter into any agreements deemed necessary for the Summit Road Improvement Project as it relates to right-of-way and easement acquisitions necessary for the overall public safety and welfare of the City.

SECTION 2. That an amount of \$300,000.00 be appropriated from the unappropriated Capital Improvement Fund (410) to the appropriated account number 410.000.0203.5659 Miscellaneous Infrastructure Fund.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to move the project forward. Wherefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

WHEREAS, Council approved the budget for operations for the Service Department; and

WHEREAS, the City opened a Purchase Order in May 2026 for work rendered by SHRED-IT USA and received services for the Community Clean-Up Day on April 25, 2026; however when the Purchase Order was opened it was opened retroactively (after the expense was incurred); and

WHEREAS, the cost of the expenses is \$3,046.50; and

WHEREAS, the City Auditor has certified to this Council that at the time the purchase was made, and at the present time, sufficient funds were available or in the process of collection, to the credit of the proper fund, properly appropriated, and free from any previous encumbrances; and

WHEREAS, the Ohio Revised Code (ORC) Section 5705.41 (D) grants to this Council the authority to approve payment for this purchase upon certification from the City's financial

representative that both were available at the time of the contract.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed to the Auditor's Certificate shall be and is hereby approved:

Vendor: 10224 - SHRED-IT USA

Description: Services and publications provided to meet EPA regulations

Invoice Date: 5/1/2026

Invoice Number: 1000413771

Total Amount: \$3,046.50

Account: 110.448.5303– Community Events

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

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as “Agreement”), dated as of _____ is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as “State”), for and on behalf of the Department of Agriculture (hereinafter referred to as “Agency”), and City of Reynoldsburg, an Ohio municipal corporation, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as “Grantee”), having its principal place of business located at 7232 East Main Street, Reynoldsburg, Ohio 43068, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit “A” attached hereto and made a part hereof and more particularly depicted in Exhibit “B” attached hereto and made a part hereof (hereinafter referred to as “Easement Area”). Further reference is made to DAS File No. 8531-E1 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain sanitary sewer line upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a sanitary sewer line (hereinafter referred to as “Improvement”). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for Fifteen (15) years, commencing on February 1, 2026 (hereinafter referred to as “Commencement Date”), and expiring on January 31, 2041 (hereinafter referred to as “Expiration Date”), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of One and 00/100 Dollar (\$1.00) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Each party agrees, provided that it is not otherwise immune from liability, that it will accept responsibility for any personal injury or property damage liability to a third party resulting from its own negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. Each party also agrees to be responsible for civil damages or fines

resulting from its own acts or omissions. Each party understands that it has no right to seek indemnification from the other.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason

of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the

removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

- (a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

- (b) with respect to Agency, addressed to:
Department of Agriculture
8995 East Main Street
Reynoldsburg, Ohio 43068
Attention: Director

and,

- (c) with respect to Grantee, addressed to:
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068
Attention: Mayor

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by the Department of Agriculture.

By: _____
Brian Baldrige, Director

Date: _____

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: _____
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 2026, before me personally appeared _____ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires: _____

GRANTEE
City of Reynoldsburg

By: _____
Joe Begeny

Title: Mayor

APPROVED AS TO FORM
City of Reynoldsburg, Ohio

By: _____
Chris Shook, City Attorney

ACKNOWLEDGMENT

State of Ohio, Licking County, ss:

On this _____ day of _____, 2026, before me personally appeared Joe Begeny, Mayor of Reynoldsburg, an Ohio municipal corporation, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the City of Reynoldsburg and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of an Ohio municipal corporation.

Notary Public, State of Ohio
My Commission Expires _____

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

LEGAL DESCRIPTION

**EASEMENT
0.246 ACRES**

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Southeast Quarter, Section 9, Township 16, Range 20, Refugee Lands, and being a strip of land partly all out of a 48.39 acre tract of land as conveyed to State of Ohio, of record in Official Volume 497, Page 604 and a 50.28 acre tract of land as conveyed to State of Ohio, of record in Official Volume 497, Page 601, all deed references refer to the Records of the Recorder's Office, Licking County, Ohio, and described as follows:

Beginning in the southerly right of way line of U.S. Route 40 at the Northeastern corner of said 50.28 acre tract and the Northwestern corner of said 48.39 acre tract;

Thence, North 88°05'34" East with said southerly right of way line and the northerly line of said 48.39 acre tract a distance of 258.90 feet to a point;

Thence, through said 48.39 acre tract and said 50.28 acre tract the following courses:

South 36°20'27" West, through said 48.39 acre tract, a distance of 50.81 feet to a point;

South 87°20'47" West, through said 48.39 acre tract, a distance of 237.72 feet to a point;

North 4°31'47" East, through said 50.28 acre tract, a distance of 43.99 feet to a point;

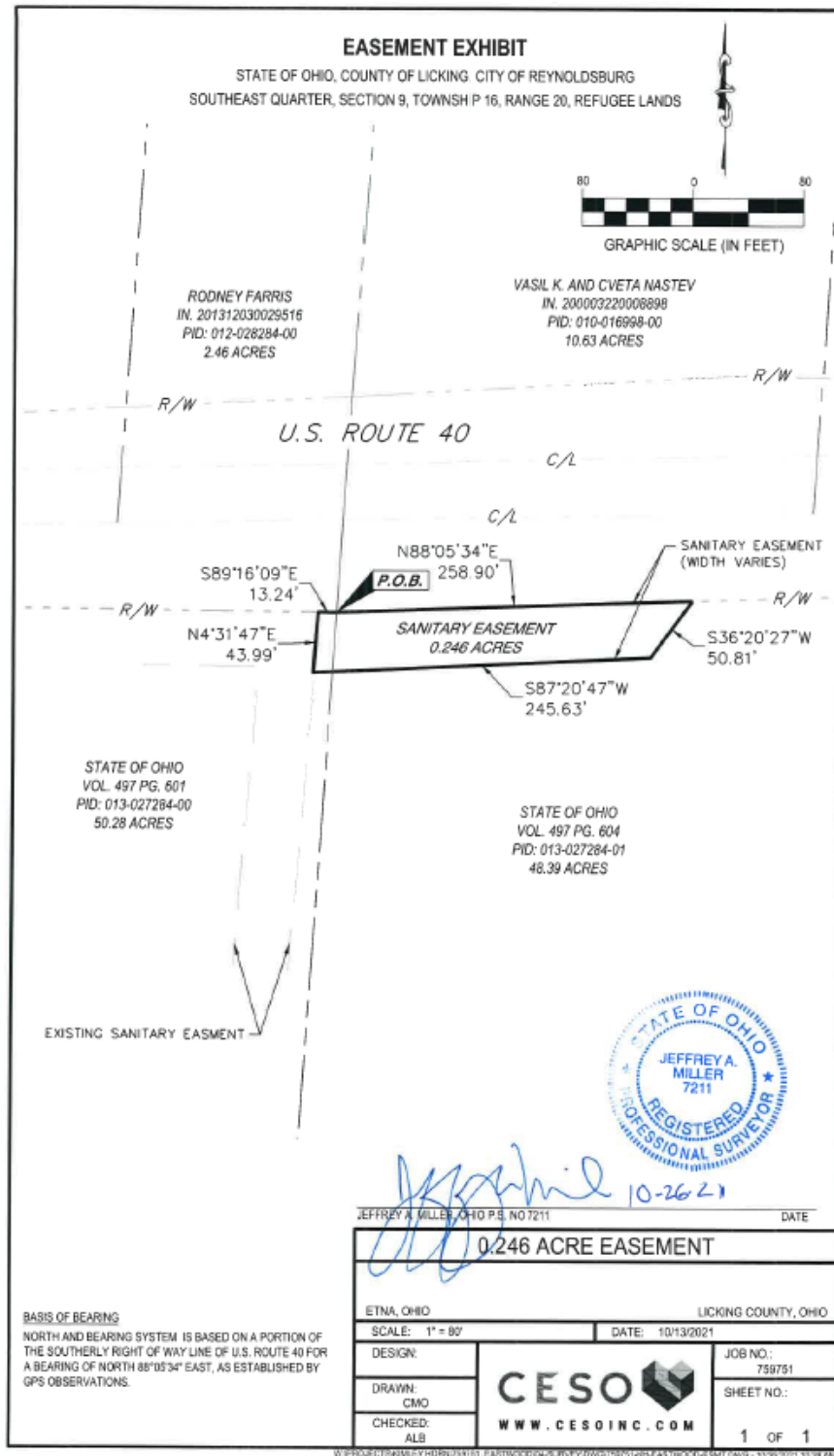
Thence, South 89°16'09" East, with said southerly right of way line a distance of 13.24 feet to the **Point of Beginning** and containing **0.246** acres of land more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings for this description are based on a bearing of North 6°49'51" East for the centerline of Hamilton Road, based on Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by a series of GPS observations using ODOT VRS network.

Exhibit "B"

SURVEY



THEN AND NOW CERTIFICATE

I, Shanette Strickland, Auditor and Fiscal Officer of the City of Reynoldsburg, do hereby certify that, as required by Ohio Revised Code 5705.41(D):

At the time the contract or obligation was incurred, and at the time of this certification, a sufficient sum was and is appropriated for the purpose of said contract or obligation and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

I further certify that the amount required to meet the obligation has been lawfully appropriated and is available for expenditure.

This certification is made in accordance with Section 5705.41(D) of the Ohio Revised Code for the purpose of enabling the legislative authority to authorize payment of the obligation commonly referred to as a "Then and Now Certificate."



Shanette Strickland, Auditor

5-26-2026

Date

\$ 3,046.50

Amount Certified

110.448.5303 Service Dept – Community Events

Fund/Account Number(s)

10224 - SHRED-IT USA

Vendor & Vendor Number

Description of Obligation: Shred it USA provided services on April 25, 2026 for the Community Clean Up Day. The purchase order was approved retro-actively.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution Authorizing the Mayor to Enter into a Contract with the Mid-Ohio Regional Planning Commission (MORPC) for Short-Term Planning Services and Waive Competitive Bidding

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR SHORT-TERM PLANNING SERVICES AND WAIVE COMPETITIVE BIDDING

WHEREAS, planning review of applications is critical to maintaining new growth and development; and

WHEREAS, the Mayor and the Development Director have determined the need for short-term planning assistance to supplement the existing planning staff; and

WHEREAS, the cost of the engagement is not to exceed \$50,000 and was included in the 2026 budget.

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

SECTION 1: That the Mayor be and hereby authorized to enter into a contract with MORPC for an amount not to exceed \$48,609 for planning work.

SECTION 2: That these funds are included in the 2026 budget with the \$50,000 being appropriated from unappropriated account number 110.580.5331 Engineering and Architecture.

SECTION 3: That this work is considered professional services, thereby waiving competitive bidding pursuant to the Reynoldsburg City Code Section 175.

SECTION 4: That this Resolution shall be effective immediately upon approval by Council and following the signature of the Mayor.

SECTION 4: Upon adoption by Council, this Resolution shall be in effect immediately following the approval of Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution Authorizing the Mayor to Enter into a Contract with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) for Engineering Review Services for the COTA BRT

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR ENGINEERING REVIEW SERVICES FOR THE COTA BRT

WHEREAS, continued review and coordination with the Central Ohio Transit Authority (COTA) on the design of the East Main Bus Rapid Transit Line is of importance to the City; and

WHEREAS, the Mayor and the Development Director have determined the need for additional design review assistance for the updated COTA schedule as currently understood; and

WHEREAS, the cost of the engagement is not to exceed \$38,400 and was included in the 2026 budget.

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

SECTION 1: That the Mayor be and hereby authorized to enter into a contract with EMH&T for an amount not to exceed \$38,400 for planning work.

SECTION 2: That these funds are included in the 2026 budget with the \$38,400 being appropriated from unappropriated account number 110.580.5331 Engineering and Architecture.

SECTION 3: That this Resolution shall be effective immediately upon approval by Council and following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

A Resolution to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds

WHEREAS, Council approved the budget for operations for the Service Department; and

WHEREAS, the City opened a Purchase Order in May 2026 for work rendered by SHRED-IT USA and received services for the Community Clean-Up Day on April 25, 2026; however when the Purchase Order was opened it was opened retroactively (after the expense was incurred); and

WHEREAS, the cost of the expenses is \$3,046.50; and

WHEREAS, the City Auditor has certified to this Council that at the time the purchase was made, and at the present time, sufficient funds were available or in the process of collection, to the credit of the proper fund, properly appropriated, and free from any previous encumbrances; and

WHEREAS, the Ohio Revised Code (ORC) Section 5705.41 (D) grants to this Council the authority to approve payment for this purchase upon certification from the City's financial

representative that both were available at the time of the contract.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed to the Auditor's Certificate shall be and is hereby approved:

Vendor: 10224 - SHRED-IT USA

Description: Services and publications provided to meet EPA regulations

Invoice Date: 5/1/2026

Invoice Number: 1000413771

Total Amount: \$3,046.50

Account: 110.448.5303– Community Events

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Expansion of the Eastern Community Reinvestment Area Eligible for Tax Abatement Originally Established by Ordinance No 97-2023, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

to update and establish the CRA prior to construction

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE EXPANSION OF THE EASTERN COMMUNITY REINVESTMENT AREA ELIGIBLE FOR TAX ABATEMENT ORIGINALLY ESTABLISHED BY ORDINANCE NO. 97-2023, AND DECLARING AN EMERGENCY

WHEREAS, the General Assembly of the State of Ohio, by the enactment of Ohio Revised Code Sections 3735.65 et seq. (the "Community Reinvestment Area Program"), has heretofore authorized municipal corporations to designate Community Reinvestment Areas within the State in order to provide incentives for new residential, commercial or industrial development and/or rehabilitation in such areas, by making available property tax exemption for such new development or rehabilitation; and

WHEREAS, pursuant to said Community Reinvestment Area Program, this Council, by Ordinance No. 97-2023, passed on September 25, 2023 (the "Original CRA Ordinance"), approved the designation of the geographic area described in said Ordinance as the Eastern Community Reinvestment Area (the "Community Reinvestment Area"); and

WHEREAS, the City now desires to amend the Community Reinvestment Area to expand it to include additional property annexed to the City (the "Additional CRA Area") in order to grant tax abatements to encourage economic stability, maintain real property values and generate new

employment opportunities; and

WHEREAS, the Development Department has performed an updated housing study for the Community Reinvestment Area, including the Additional CRA Area (the "Housing Study");

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

SECTION 1. Amendment of CRA. This Council hereby adopts the finding of the Housing Survey attached as Exhibit A to this Ordinance that the Community Reinvestment Area, including the Additional CRA Area, is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. Exhibit B of the Original CRA Ordinance is hereby replaced with Exhibit B attached hereto. All properties within the Community Reinvestment Area, including the Additional CRA Area, shall be eligible for the abatements described in Section 4 of the Original CRA Ordinance.

SECTION 2. Full Force and Effect. Except as amended hereby, the Original CRA Ordinance shall remain in full force and effect.

SECTION 3. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance and the requirements and policies of the City's Community Reinvestment Area Program.

SECTION 4. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code 121.22.

SECTION 5. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and public peace, and for the further reason that it is necessary to immediately expand the Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor.

EXHIBIT A

EASTERN COMMUNITY REINVESTMENT AREA HOUSING SURVEY

(Attached)

Community Reinvestment Area Housing Survey

City of Reynoldsburg Eastern CRA District



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

Prepared by: City of Reynoldsburg Department of Economic Development

March 26, 2026

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Purpose and Scope

The City of Reynoldsburg is proposing an amendment to a Community Reinvestment Area (CRA). According to Section 3735.65(B) of the Ohio Revised Code, a “Community Reinvestment Area means an area for which the legislative authority of a political subdivision has adopted a resolution under section 3735.66 of the Revised Code describing the boundaries of the area and containing a statement of finding that the area included in the description is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged”. The 4 parcels that are proposed to be added into the CRA encompass farmland and a deteriorating farmhouse structure.

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The current Eastern CRA District consists of 1,155 parcels, which are located within Census Tracts 93.85, 93.90, 7559.02, 7562.01, 7562.03 and 7562.04. There are 941 parcels zoned Suburban Residential, 148 parcels zoned Residential Medium, 28 parcels zoned East Main Street, 17 parcels zoned Community Commercial, 8 parcels zoned Innovation, 3 parcels zoned Olde Reynoldsburg Commercial District and 10 parcels zoned Open Space within the proposed Eastern CRA District. The proposed amended Eastern CRA District would add an additional 4 parcels zoned Innovation in Census Tract 7562.03. A complete listing of the parcels within the proposed Eastern CRA District is shown in **Table 2** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north by parcel 060-008677, 060-004594, 060-003882, 060-006071; the parcels located south of East Main Street approximately from Greenspire Drive to the following parcel (130-0300150-00.000), which is located immediately to the east of the Community Reinvestment Area that was established by Ordinance 59-2022; the following parcels located immediately north of the Community Reinvestment Area that was established by Ordinance 59-2022 (013-030372-00.00, 013-030792-00.000, 013-030564-00.000, 013-030714-00.000, 013-030204-00.000 and 013-030396-00.000); the residential parcels long the west side of Crestview Street from Goldsmith Drive to Durham Drive; the residential parcels on the east side of Crestview Street up to Glencrest Drive; the residential properties on the south side of Glencrest Drive from Crestview Street to Daylight Drive; the residential properties on the east side of Daylight Drive from Glencrest Drive to Kingsley Drive; the properties on the south side of Morningdew Drive; the properties on the east side of Starlight Drive; the residential properties on the south side of Kingsley Drive from Taylor Road SW up to Lupine Drive; the farmland to the south of the Kingsley Drive residential properties extending to just behind the retail frontage along E Main St; the residential properties on the south side of Lupine Drive; the residential properties on the south of Mastell Drive; the parcels on the east side of Mastell Drive and the parcel that is contiguous to the east; an area bounded in the east by parcel 125-026610, 107-017808; an area bounded in the south by parcel 107-017466, 013-027284, 013-016956; the properties on the south side of East Main Street from parcel 013-027284 to Taylor Road SW; the residential properties along Blake Blvd, Laura Lane, Kelly’s Path and Gracie’s Trail; the residential properties along the north and south side of Windsor Drive SW; the residential properties along the north and south side of Canterbury Lane SW; the properties along west side of Taylor Road SW from Windsor Drive SW to East Main Street; the properties along the south side of East Main Street from Taylor Road SW to Oak Valley Road; the residential properties on the east and north side of Oak Valley Road up to just east of Fawnbrook Court; the residential properties on the north side of Eastwood Street; the residential properties on the north side of Burkey Avenue from Eastwood Street to Graham Road; and an area bounded in the west by the residential properties on the east side of Graham Road from Burkey Avenue up to the southern boundary of the parcels located within the Community Reinvestment Area District that was established by Ordinance 60-84; the following parcels located immediately to the south, east and north of the Community Reinvestment Area District that was established by Ordinance 60-84 (060-000308, 060-000137, 060-000186, 060-000028, 060-000116, 060-000149, 060-000078, 060-000993, 060-000964, 060-000066, 060-000307, 060-000306, 060-000290, 060-000187, 060-000246 and 060-000024); the first three parcels on the west side of Waggoner Road just north of East Main Street; and the parcels on the east side of Waggoner Road from parcel 060-000269 to the property just east of North Oakbrook Drive.

The area amended into the CRA Area is described above and broken out here:

“The farmland to the south of the Kingsley Drive residential properties extending to just behind the retail frontage along E Main St.”

As previously mentioned, this area contains a deteriorating farmhouse built in 1900 and farmland.

City of Reynoldsburg

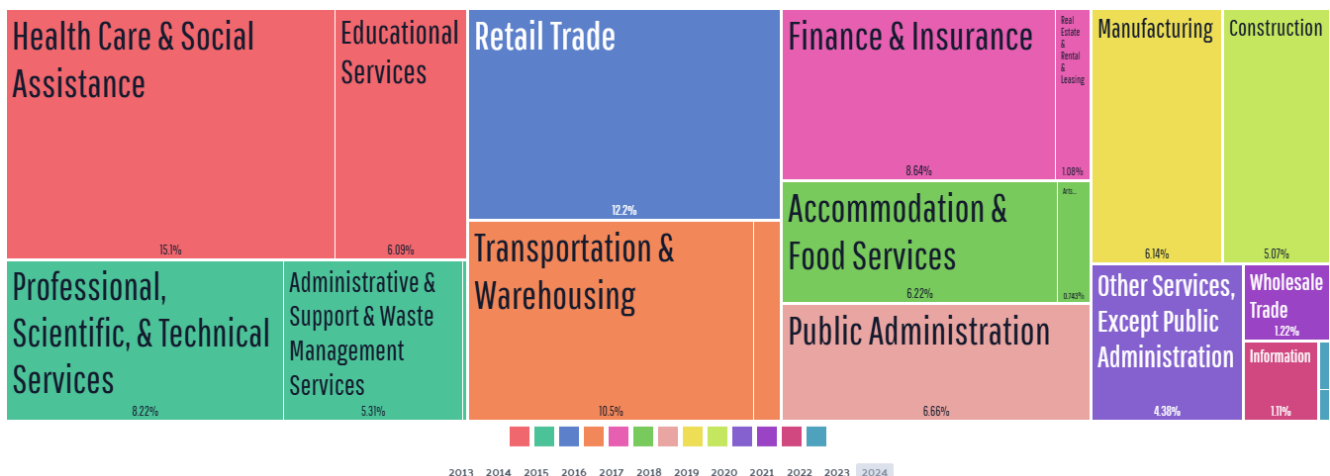
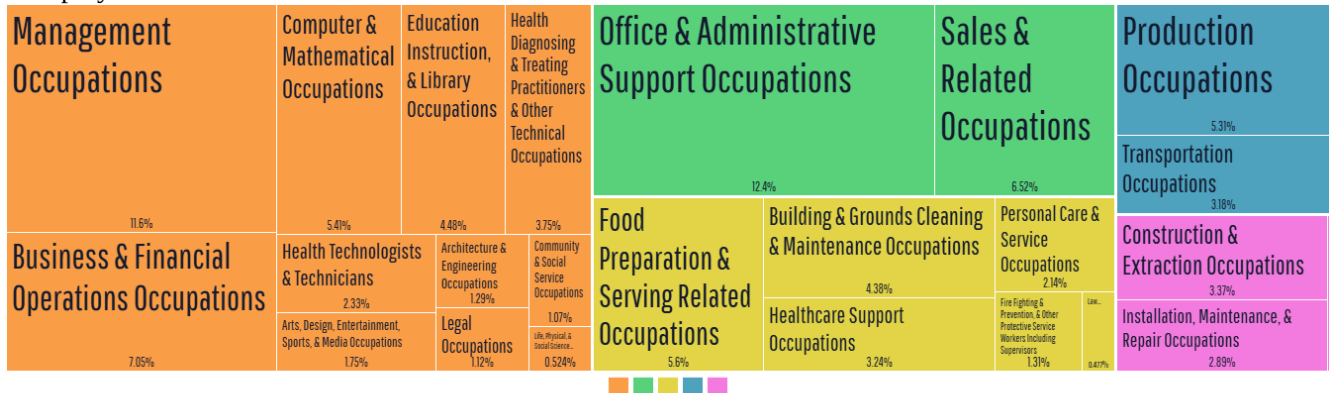
The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City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

Demographic Analysis

Reynoldsburg's 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2024 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 7.1% of residents are under the age of 5; 19.4% of residents are between the ages of 5 and 19; 57.8% of residents are between the ages of 20 and 64; and 15.7% are 65 years of age or older. The city's population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37.2. There are 17,280 households with 3.06 persons per household. Approximately 91.3% of persons 25 years and older have a high school diploma or equivalent and 32.1% of persons 25 years and older have a bachelor's degree.

Economic Analysis

The median household income is \$72,972 with a 2024 per capita income of \$38,742. Approximately 12% of people in the City of Reynoldsburg are living below the poverty line. According to the 2024 American Community Survey estimates, the racial makeup of Reynoldsburg is 51.1% White, 30.6% African American, 0.0% Native American, 5.8% Asian, and 8.6% from two or more races. Hispanic or Latino of any race is 6.5% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has an employment rate of 65.4%. The industry and occupation breakdown by employment is shown in **Charts 1 & 2** below.



ACS Community Survey 2024

City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, the median build year of housing structures was 1984. In 2024, 17,280 of Reynoldsburg's 17,986 housing units were occupied, representing a 96.1% occupancy rate. Of the 17,280 occupied housing units, approximately 61.6% (10,644) were owner occupied and 38.4% (6636) were renter occupied. The median value of owner occupied housing units was \$244,300.

Approximately 207 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 1.2% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg and the City of Columbus are shown in **Table 1** below.

	Reynoldsburg	Columbus
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	1.2%	1.7%

Proposed Eastern CRA District

As previously referenced, the amended Eastern CRA District consists of 1,159 parcels, which are located within Census Tracts 93.85, 93.90, 7559.02, 7562.01, 7562.03 and 7562.04. There are 941 parcels zoned Suburban Residential, 148 parcels zoned Residential Medium, 28 parcels zoned East Main Street, 17 parcels zoned Community Commercial, 12 parcels zoned Innovation, 3 parcels zoned Olde Reynoldsburg Commercial District and 10 parcels zoned Open Space within the proposed Eastern CRA District. Specific characteristics of the housing stock within the Census Tracts and the proposed Eastern CRA District are below.

CRA Housing Stock

According to the American Community Survey, 2.3% of housing units within the City of Reynoldsburg were built before 1939. It's estimated that 157 housing units lack telephone service availability. In regard to house heating fuel, there are 0 housing units that utilize wood, 258 housing units use bottled/tank or liquid propane gas and 19 housing units use fuel oil or kerosene. Approximately 17% of housing units within the aforementioned Census Tracts are valued under \$150,000 and 12% are valued under \$100,000. For occupied housing units that pay rent, approximately 1.4% have rent below \$500 per month, and 71.1% have rent below \$1,000 per month.

Condition of Housing

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

"Average" condition is a structure with one or more of the following characteristics: under 20 years old; has been remodeled or updated in the past 20 years; no visible zoning code violations; no property maintenance issues; and the property appears maintained with no need for structural or cosmetic improvements.

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

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

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

Property Address: 1536 Mulligan Court
Parcel No: 060-008125
Age of Structure: 30 years old
Franklin County Auditor Current Valuation: \$379,500 (\$95,000 land, \$284,500 improvements)

Condition Analysis: Severely damaged, discolored and deteriorated building siding, damaged gutters with some detached from roofline, vegetation growth in gutters, discoloring of front door trim, damaged garage door and visible code enforcement violations.

Condition Ranking: Poor





Property Address: 7596 Broadwyn Drive
Parcel No: 060-000326
Age of structure: 68 years old
Franklin County Auditor Current Valuation: \$184,100 (\$66,000 land, \$118,100 improvements)

Condition Analysis: Severely damaged front storm door, faded and deteriorated window trim, damaged wood siding, damaged gutters, vegetation growing in portions of gutters, damaged shutters and deteriorated concrete driveway.

Condition Ranking: Poor





Property Address: 7626 Broadwyn Drive
Parcel No: 060-000330
Age of Structure: 69 years old
Franklin County Auditor Current Valuation: \$308,800 (\$69,400 land, \$239,400 improvements)

Condition Analysis: Damaged and deteriorated vinyl siding, discolored gutters, broken, deteriorated and severely damaged wooden fence and visible code enforcement violations.
Condition Ranking: Poor



Property Address: 1497 Marabar Drive
Parcel No: 060-000351
Age of Structure: 68 years old
Franklin County Auditor Current Valuation: \$209,500 (\$56,100 land, \$153,400 improvements)

Condition Analysis: Damaged and deteriorated concrete front stoop in multiple locations, damaged front door trim, discolored roof shingles, faded vinyl siding and visible code enforcement violations.

Condition Ranking: Below Average



Property Address: 253 Estates Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple mobile home residences on 1 parcel)
Franklin County Auditor Current Valuation: \$8,564,200 (\$5,451,900 land, \$3,112,300 improvements)

Condition Analysis: Damaged front porch steps, deteriorated hand rails that are not up to code, discolored roof shingles, discolored and severely damaged vinyl siding and visible code enforcement violations.

Condition Ranking: Below Average



Property Address: 191 French Run Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple mobile home residences on 1 parcel)
Franklin County Auditor Current Valuation: \$8,564,200 (\$5,451,900 land, \$3,112,300 improvements)

Condition Analysis: Damaged window, cardboard covered windows, damaged siding, missing foundation siding and damaged, discolored roof trim and shingles and visible code enforcement violations.

Condition Ranking: Below Average



Property Address: 204 French Run Lane
Parcel No: 060-004594
Age of Structure: Unknown (Multiple residences on 1 parcel)
Franklin County Auditor Current Valuation: \$8,564,200 (\$5,451,900 land, \$3,112,300 improvements)

Condition Analysis: Discolored roof shingles, multiple broken window shades, significantly damaged vinyl siding along the home foundation, faded building trim and visible code enforcement violations.

Condition Ranking: Below Average





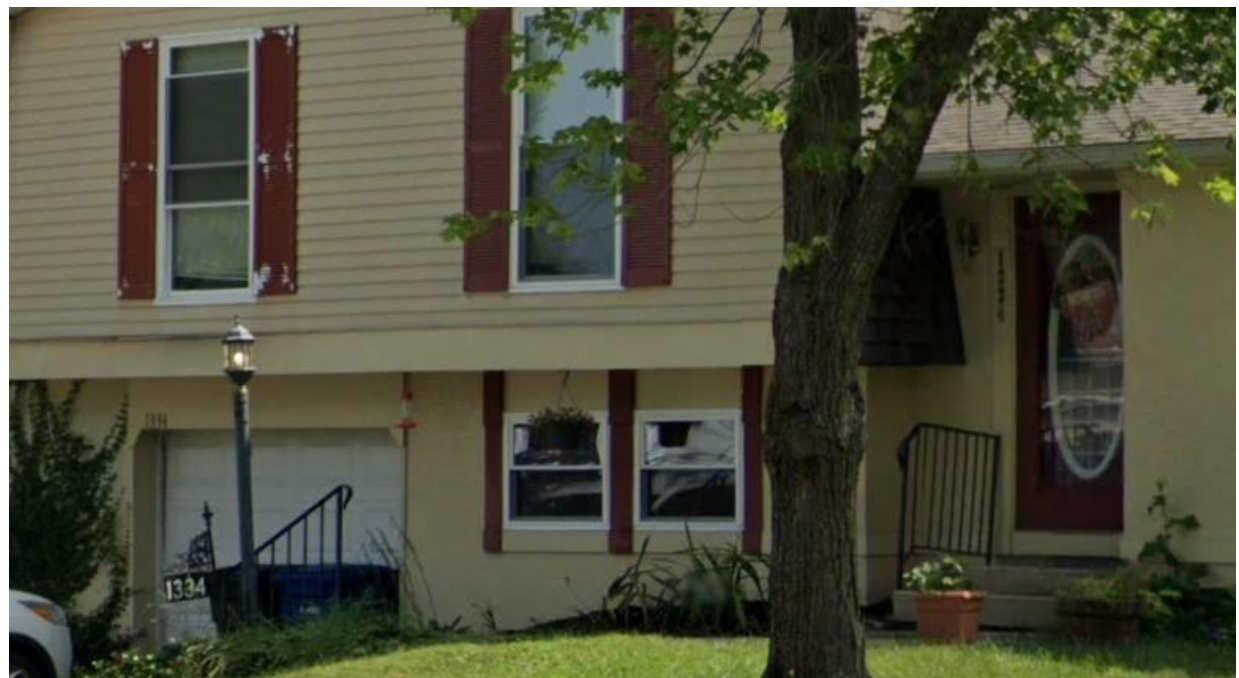
Property Address: 8169 Durham Drive
Parcel No: 013-030210
Age of Structure: 53 years old
Licking County Auditor Current Valuation: \$194,600 (\$69,100 land, \$125,500 improvements)

Condition Analysis: Damaged and paint chipped garage door, vegetation growing through cracks in concrete driveway and discolored concrete on front porch.
Condition Ranking: Average



Property Address: 1334 Crestview Street
Parcel No: 013-031068
Age of Structure: 54 years old
Licking County Auditor Current Valuation: \$185,900 (\$64,400 land, \$125,500 improvements)

Condition Analysis: Discolored window shingles, damaged front porch hand rail, damaged building siding, overgrown vegetation and broken window blinds.
Condition Ranking: Average



Property Address: 1337 Hanson Street
Parcel No: 013-030594
Age of Structure: 51 years old
Licking County Auditor Current Valuation: \$226,700 (\$64,400 land, \$162,300 improvements)

Condition Analysis: Damaged building siding with visible holes in the exterior, decayed roof ventilation feature, damaged siding along the roofline and roof shingle discoloration.
Condition Ranking: Below Average



Property Address: 8899 Taylor Rd SW, Etna, OH 43068

Parcel No: 012-027648-00

Age of Structure: 126 years

Licking County Auditor Current Valuation: \$150,200 (\$75,000 land, \$74,400 improvements)

Condition Analysis: Damaged siding, noticeable mold and staining on exterior of structure, degradation of roofing materials

Condition Ranking: Below Average



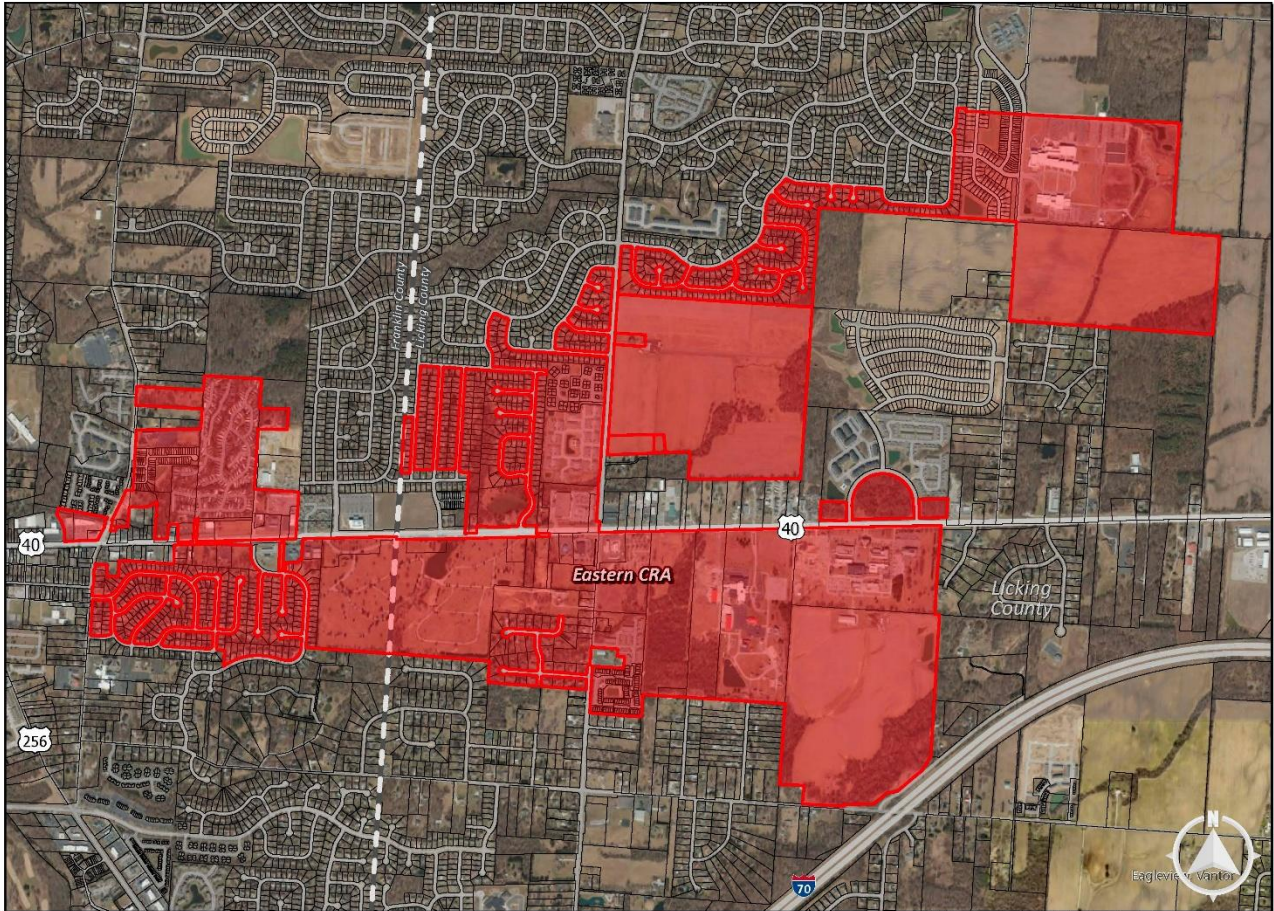


Conclusion

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

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

Map 1: Proposed Eastern CRA District



Eastern CRA

Scale:
1 in = 1,600 ft

Reynoldsburg
OHIO • 1839

Date:
4/1/2026

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Table 2: Proposed Eastern CRA District Parcel List

060-006245	060-000398	060-001943	060-008096
060-009294	060-000399	060-001944	060-008097
060-006876	060-000400	060-001945	060-008098
060-001326	060-000401	060-001946	060-008099
060-000322	060-000402	060-001947	060-008100
060-000330	060-000403	060-001948	060-008101
060-000331	060-000404	060-001949	060-008102
060-000332	060-000405	060-001950	060-008103
060-000359	060-000406	060-001951	060-008104
060-000365	060-000407	060-001952	060-008105
060-000383	060-000408	060-001953	060-008106
060-000387	060-000963	060-001954	060-008107
060-000388	060-001010	060-001955	060-008108
060-000389	060-001890	060-001956	060-008109
060-000305	060-001891	060-001957	060-008110
060-000333	060-001892	060-001958	060-008111
060-000334	060-001893	060-001959	060-008112
060-000335	060-001894	060-001960	060-008113
060-000336	060-001895	060-001961	060-008114
060-000337	060-001896	060-001962	060-008115
060-000338	060-001897	060-001963	060-008116
060-000339	060-001898	060-001964	060-008117
060-000340	060-001899	060-001965	060-008118
060-000341	060-001900	060-001966	060-008119
060-000345	060-001901	060-001967	060-008120
060-000346	060-001902	060-001968	060-008121
060-000347	060-001909	060-003882	060-008122
060-000348	060-001910	060-008014	060-008123
060-000349	060-001911	060-008015	060-008124
060-000350	060-001912	060-008016	060-008125
060-000351	060-001913	060-008017	060-008126
060-000352	060-001914	060-008018	060-008127
060-000353	060-001915	060-008019	060-008128
060-000354	060-001916	060-008020	060-008129
060-000355	060-001917	060-008021	060-008130
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060-000357	060-001919	060-008023	060-008132
060-000358	060-001920	060-008024	060-008133
060-000366	060-001921	060-008062	060-008134
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060-000368	060-001923	060-008064	060-008136
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060-000372	060-001927	060-008068	060-008140
060-000373	060-001928	060-008069	060-008141
060-000374	060-001929	060-008070	060-008142
060-000375	060-001930	060-008071	060-008143
060-000376	060-001931	060-008072	060-008144
060-000377	060-001932	060-008073	060-008145
060-000378	060-001933	060-008074	060-008146
060-000379	060-001934	060-008075	060-008147
060-000390	060-001935	060-008076	060-008148
060-000391	060-001936	060-008077	060-008149
060-000392	060-001937	060-008078	060-008150
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060-000394	060-001939	060-008080	060-008152
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060-000397	060-001942	060-008083	060-008155

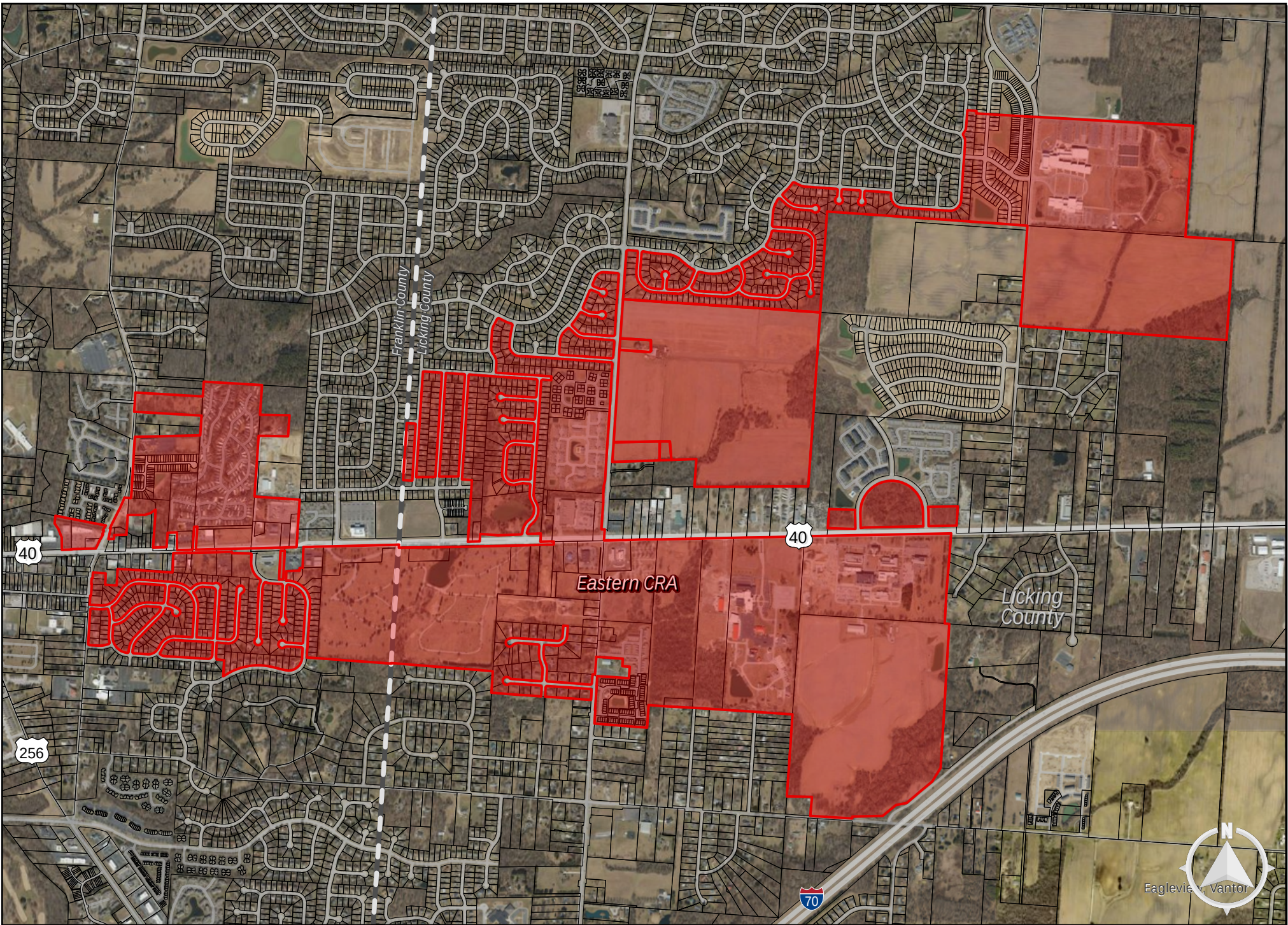
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060-008159	060-009632	060-009665	013-026628-00.266
060-008160	060-009634	060-009664	013-026628-00.267
060-008161	060-009635	060-009654	013-026628-00.268
060-008162	060-009637	060-009656	013-026628-00.269
060-008892	060-009638	060-009655	013-026628-00.270
060-009146	060-009639	060-000327	013-026628-00.271
060-008677	060-009640	060-000360	013-026628-00.272
060-002828	060-009641	060-000361	013-026628-00.273
060-006238	060-009642	060-000362	013-026628-00.274
060-009250	060-009643	060-000363	013-026628-00.275
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060-000261	060-009648	060-000381	013-026628-00.316
060-001903	060-009649	060-000382	013-026628-00.317
060-001904	060-009650	060-000384	013-026628-00.318
060-001905	060-009651	060-000385	013-026628-00.319
060-001906	060-009652	060-000386	013-026628-00.320
060-001907	060-009653	060-000418	013-026628-00.321
060-001001	060-009676	060-000419	013-026628-00.322
060-001908	060-009675	060-000420	013-026628-00.323
060-000981	060-009672	060-000421	013-026628-00.324
060-000344	060-009668	060-000422	013-026628-00.325
060-000342	060-009663	060-000423	013-026628-00.326
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013-030276-00.000	013-030786-00.000	
013-030282-00.000	013-030792-00.000	
013-030288-00.000	013-030798-00.000	

EXHIBIT B

MAP OF AMENDED COMMUNITY REINVESTMENT AREA

(Attached)



Eastern CRA

Scale:
1 in = 1,600 f

Reynoldsburg
OHIO • 1839

Date:
4/1/2026

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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract and Accept Funding Assistance through the OPRA State Initiative Program in Partnership with GameTime, Appropriating Funds Therefor, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

Requesting emergency passage at the 2nd reading on June 8, 2026

REASON FOR EMERGENCY:

Order equipment, install, and complete by 12/31/2026

STAFF REPORT:

The Reynoldsburg Parks and Recreation Department has been awarded funding in the amount of \$264,247.662 through the Ohio Parks and Recreation (OPRA) State Initiative program, in partnership with GameTime, for playground equipment, installation, and other items, per contract, for Huber Park and McPherson Park. The purchase shall be made through the OMNIA cooperative purchasing contract, utilizing GameTime as the selected vendor, thereby waiving competitive bidding pursuant to Reynoldsburg City Code Section 175. Requesting funds from the unencumbered CIP Fund be encumbered into the following project account numbers:

410.000.0211.5659 Huber Park Amenities 2026 in the amount of \$316,620.25

410.000.0212.5659 McPherson Park Amenities 2026 in the amount of \$346,213.05

Requesting this pass as a two-read emergency at the June 8, 2026, Council meeting.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT and
ACCEPT FUNDING ASSISTANCE THROUGH THE OPRA STATE INITIATIVE PROGRAM
IN PARTNERSHIP WITH GAMETIME, APPROPRIATING FUNDS THEREFOR, WAIVE**

COMPETITIVE BIDDING AND DECLARING AN EMERGENCY

WHEREAS, the Reynoldsburg Parks and Recreation Department has been awarded funding through the Ohio Parks and Recreation (OPRA) State Initiative Program, in partnership with GameTime; and

WHEREAS, this funding is for playground equipment, installation, and other items for the Huber and McPherson Park; and

WHEREAS, GameTime has awarded the City \$264,247.66 toward the purchase of the playground equipment.

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

SECTION 1: That the Mayor is hereby authorized to accept the GameTime award, through the OPRA State Initiative Program, for playground equipment for Huber and McPherson Park not to exceed \$264,247.66.

SECTION 2: That funds, when received, be appropriated to account numbers 410.000.0211.5659 Huber Park Amenities 2026 and 410.00.0212.5659 McPherson Park Amenities 2026 in the amount of \$132,123.83 each account.

SECTION 3: That the Mayor is hereby authorized to enter into an agreement with the GameTime and Ohio Parks and Recreation State Initiative Program for the Project and to all other necessary requirements for acceptance of the award.

SECTION 4: That this purchase shall be made through the OMNIA cooperative purchasing contract utilizing GameTime as the selected vendor, thereby waiving competitive b pursuant to Reynoldsburg City Code Section 175.

SECTION 5: 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.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions



www.gametime.com

Reynoldsburg Parks and Recreation - Huber Park - Revision 1





A PLAYCORE Company

www.gametime.com

Reynoldsburg Parks and Recreation - Huber Park - Revision 1





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www.dwarec.com



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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



A PLAYCORE Company

www.gametime.com

Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1



www.dwarec.com



A PLAYCORE Company

www.gametime.com

Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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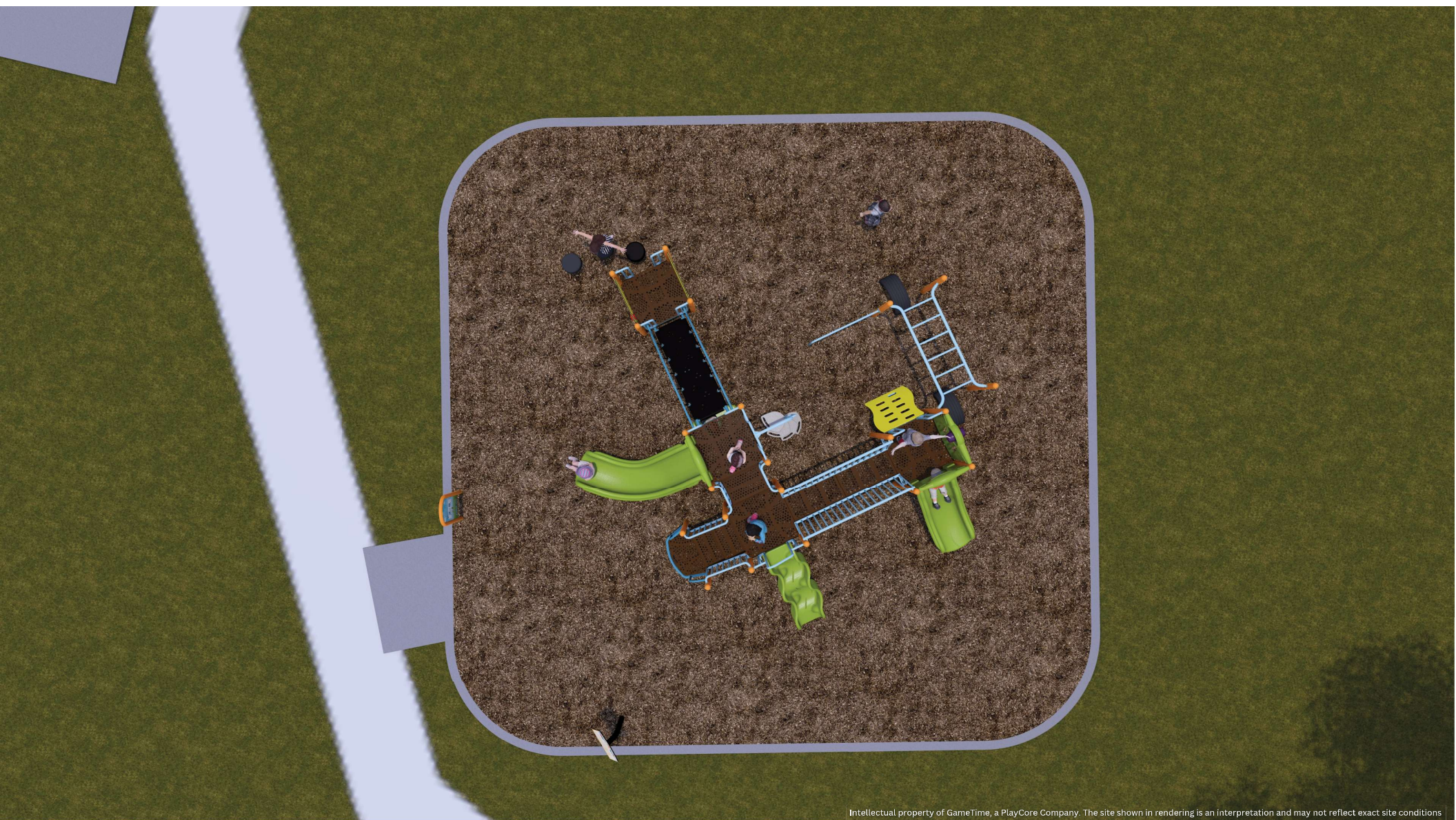


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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1



www.dwarec.com



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Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1





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A PLAYCORE Company

www.gametime.com

Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1



QUOTE

108831-01-03 • 05/15/2026



Reynoldsburg Parks and Recreation - Huber Park - Revision 1 with Concrete Sidewalk Paths

Customer:

Reynoldsburg Parks & Recreation
Huber Park, 1640 Davidson Dr
Reynoldsburg, OH 43068
United States

Ship to Zip: 43068

Prepared for:

Donna Bauman
Phone: 614-322-6806
dbauman@reynoldsburg.gov

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScope Play Structure for Ages 2-12 (LREYNOLDSBURG-HUBER PARK-R1)	\$227,419.84	\$227,419.84
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	RDU	GameTime - 3 Bay PowerScope ADA Swings with (2) Belt Seats, (2) Tot Seats, (1) Expression Seat, and (1) Expression Toddler Seat with Saucer Swing Combo	\$17,241.00	\$17,241.00
1	6264	GameTime - Inclusive Whirl - Playful	\$18,034.00	\$18,034.00
1	6376	GameTime - Duo Spinner	\$2,930.00	\$2,930.00
1	6375	GameTime - Communication Board	\$2,887.00	\$2,887.00
1	105559	GameTime - Turquoise Flower -IG	\$1,615.00	\$1,615.00
1	105169	GameTime - Indigo Butterfly - IG	\$1,540.00	\$1,540.00
1	5034	GameTime - 2-5 Or 5-12 Age Appr Fiberglass Sign	\$2,084.00	\$2,084.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	EWf-12	GT-Impax - 3,970 Sq Ft (197 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$4,775.00	\$4,775.00
1	RDU	GameTime - Installation Includes: DWA Recreation responsible for the following: - Contact OUPS811- Call Before You Dig - Installation of PowerScope Play Structure - Installation of NDS Sign - (Qty: 1) - Installation of Swings - Installation of Inclusive Whirl - Installation of Duo Spinner - Installation of Communication Board - Installation of Age Sign - 2-12 Ages - Installation of Indigo Butterfly - Installation of Turquoise Flower - Installation of EWF Surfacing - Excavation of The Area - 5,325 SF - Supply and Install of 295 LF Concrete Curb Non-Prevailing wage rates Dirt spoils to be left on site Owner/General Contractor responsible for the following: - Mark private utilities - Removal of dirt spoils Pricing does NOT include permits Pricing does NOT include contractor registration	\$92,420.00	\$92,420.00

QUOTE

108831-01-03 • 05/15/2026



A PLAYCORE Company

1	PIP	GT-Impax - 1,355 Sq Ft of Poured-in-Place Rubber Surfacing This price includes installation, supply and install of compacted stone sub-base and is based on the following: 10" compacted stone sub-base 8' Fall Height @ 3.75" Thickness with 95 SF Turn Down 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; Turn Down edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$50,920.00	\$50,920.00
1	RDU	GameTime - Supply and Install of 530 SF Concrete Sidewalk/Path Concrete Sidewalk Paths - 265 SF each (qty: 2)	\$8,650.00	\$8,650.00

Contract: OMNIA #2017001134

Big Savings!

State Initiative Funding

You received a funding amount of: \$118,273.66

Sub Total	\$430,613.91
Discount	(\$118,273.66)
Freight	\$4,280.00
Grand Total	\$316,620.25

The above contract allowance is based on the customer applying for and being awarded funding through the OPRA State Initiative program in partnership with GameTime. Approval and participation in the program is subject to OPRA's final application review, qualification requirements, and available funding. Submission of an application does not guarantee approval or funding.

- **Pricing Basis:** Pricing is based on the customer applying for and being awarded funding through this initiative in partnership with GameTime.
- **Application Deadline:** Applications must be submitted by January 19, 2026 to be considered for this funding cycle.
- **Award Notification:** Applicants may be notified of approval as late as February 6, 2026.
- **Installation Deadline:** All installations must be completed by December 2026 through GameTime's exclusive representatives in Ohio.
- **Funding Conditions:**
 - Funding assistance must be used toward the purchase of a qualified GameTime playground system.
 - To qualify for 100% matching funding assistance, the list price of the qualifying playground system must **exceed \$40,000** and be purchased with cash at order.
 - Funding assistance may also be available (up to 50% match) for select outdoor fitness equipment and certain package types.
- **Program Changes:** All dates and program requirements remain subject to change at the discretion of program administrators.
- **No Funding Guarantee:** Submission of an application does not guarantee approval or funding.

Matching funds offer applies to PowerScape® (including Spire®, Altus® and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City®, and The Stadium® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, and The Stadium®.

See full program terms at gametime.com/opra.

State Initiative program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the State Initiative program.



QUOTE

108831-01-03 • 05/15/2026



A PLAYCORE Company

Rubber Safety Pricing - All rubber safety surfacing quotations are valid for only 30 days. Please request a new price after that time. If an order is placed and the cost of materials has increased once the job is going to start, there may be a change order incurred.

Due to volatility of fuel prices, freight charges may change at time of delivery.

Payment terms:

Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Lead Time: Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 - 3 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.

Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

Extended Lead Times Expected:

Please be advised this Quote contains product(s) which may require extended lead times. Lead times may vary depending on the products selected.



QUOTE

108831-01-03 • 05/15/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *an/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or it subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work including excavation or drainage, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

108831-01-03 • 05/15/2026



Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.

GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/ll61tn02ynwhpyr5nngdlbuwbgl80w7>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____



QUOTE

108831-01-03 • 05/15/2026



Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

108831-01-03 • 05/15/2026



Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

108831-01-03 • 05/15/2026



Purchasing Information:

Purchase Amount: **\$316,620.25**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Courtney Swartz

Sales Representative: Levi Love

QUOTE

108829-01-04 • 05/15/2026



Reynoldsburg Parks and Recreation - McPherson Park - Option 2 - Revision 1 with Concrete Sidewalk Paths

Customer:

Reynoldsburg Parks & Recreation
8020 Rodebaugh Rd
Reynoldsburg, OH 43068
United States

Ship to Zip: 43068

Prepared for:

Donna Bauman
Phone: 614-322-6806
dbauman@reynoldsburg.gov

Prepared by:

DWA Recreation
P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Play Structure for Ages 5-12 (LREYNOLDSBURG-MCPHERSON PARK-2-R1)	\$225,898.98	\$225,898.98
1	14927	GameTime - NDS Play On Sign Package		
1	RDU	GameTime - 3 Bay PowerScape ADA Swings with (2) Belt Seats, (2) Tot Seats, (1) Expression Seat, and (1) Expression Toddler Seat with Saucer Swing Combo	\$17,241.00	\$17,241.00
1	6379	GameTime - Inclusive Whirl - Musical	\$21,086.00	\$21,086.00
1	6375	GameTime - Communication Board	\$2,887.00	\$2,887.00
1	105562	GameTime - Orange Flower-IG	\$1,615.00	\$1,615.00
1	105538	GameTime - Yellow Butterfly - IG	\$1,474.00	\$1,474.00
1	5033	GameTime - 5-12 Age Appropriate Fiberglass Sign	\$2,084.00	\$2,084.00
1	RDU	GameTime - PrimeTime Play Structure for Ages 2-5	\$55,744.00	\$55,744.00
1	14927	GameTime - NDS Play On Sign Package		
1	5032	GameTime - 2-5 Age Appropriate Fiberglass Sign	\$2,084.00	\$2,084.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	EWf-12	GT-Impax - 4,276 Sq Ft (212 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$5,825.00	\$5,825.00
1	RDU	GameTime - Installation Includes: DWA Recreation responsible for the following: - Contact OUPS811- Call Before You Dig - Installation of PowerScape Play Structure - Installation of PrimeTime Play Structure - Installation of NDS Sign - (Qty: 2) - Installation of Swings - Installation of Inclusive Whirl - Installation of Communication Board - Installation of Age Signs - (Qty:2) - Installation of Orange Flower - Installation of Yellow Butterfly - Installation of EWf Surfacing - Excavation of The Area - 5,376 SF - Supply and Install of 410 LF Concrete Curb Non-Prevailing wage rates Dirt spoils to be left on site Owner/General Contractor responsible for the following: - Mark private utilities - Removal of dirt spoils Pricing does NOT include permits Pricing does NOT include contractor registration	\$108,110.00	\$108,110.00

QUOTE

108829-01-04 • 05/15/2026



A PLAYCORE Company

1	PIP	GT-Impax - 1,100 Sq Ft of Poured-in-Place Rubber Surfacing This price includes installation, supply and install of compacted stone sub-base and is based on the following: 10" compacted stone sub-base 8' Fall Height @ 3.75" Thickness with 75 LF Turn Down 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; Turn down edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$42,535.00	\$42,535.00
1	RDU	GameTime - Supply and Install of 75 SF Concrete Sidewalk/Pads Ages 5-12 - 50 SF Ages 2-5 - 25 SF	\$1,225.00	\$1,225.00

Contract: OMNIA #2017001134

Big Savings!

State Initiative Funding

You received a funding amount of: \$145,974

Sub Total	\$487,907.05
Statewide Initiative Funding Applied	(\$145,974.00)
Freight	\$4,280.00
Grand Total	\$346,213.05

QUOTE

108829-01-04 • 05/15/2026



The above contract allowance is based on the customer applying for and being awarded funding through the OPRA State Initiative program in partnership with GameTime. Approval and participation in the program is subject to OPRA's final application review, qualification requirements, and available funding. Submission of an application does not guarantee approval or funding.

- **Pricing Basis:** Pricing is based on the customer applying for and being awarded funding through this initiative in partnership with GameTime.
- **Application Deadline:** Applications must be submitted by January 19, 2026 to be considered for this funding cycle.
- **Award Notification:** Applicants may be notified of approval as late as February 6, 2026.
- **Installation Deadline:** All installations must be completed by December 2026 through GameTime's exclusive representatives in Ohio.
- **Funding Conditions:**
 - Funding assistance must be used toward the purchase of a qualified GameTime playground system.
 - To qualify for 100% matching funding assistance, the list price of the qualifying playground system must **exceed \$40,000** and be purchased with cash at order.
 - Funding assistance may also be available (up to 50% match) for select outdoor fitness equipment and certain package types.
- **Program Changes:** All dates and program requirements remain subject to change at the discretion of program administrators.
- **No Funding Guarantee:** Submission of an application does not guarantee approval or funding.

Matching funds offer applies to PowerScape® (including Spire®, Altus® and Aventus® Towers), PrimeTime® (including the Odyssey®), Xscape®, and Modern City®, and The Stadium® play systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, and The Stadium®. See full program terms at gametime.com/opra.

State Initiative program payments must be made payable to GameTime. Payments made payable to DWA Recreation, Inc. are not eligible for the State Initiative program.

Rubber Safety Pricing - All rubber safety surfacing quotations are valid for only 30 days. Please request a new price after that time. If an order is placed and the cost of materials has increased once the job is going to start, there may be a change order incurred.

Due to volatility of fuel prices, freight charges may change at time of delivery.

Payment terms:

Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeure: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

QUOTE

108829-01-04 • 05/15/2026



OMNIA Partners Contract Number: 2017001134

To order:

Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Lead Time: Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 - 3 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order.

Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

Extended Lead Times Expected:

Please be advised this Quote contains product(s) which may require extended lead times. Lead times may vary depending on the products selected.

QUOTE

108829-01-04 • 05/15/2026



Exclusions:

"Unless otherwise indicated in the pricing issued above, this quotation does NOT included the cost(s) or fee(s) associated with (and thusly, DWA Recreation, Inc. & its subcontractors do not anticipate provision of) the following:

- *any/all registrations, e.g. Vendor or Contractor Registrations with local City and/or County*
- *any/all professional licensing, e.g. occupational licensing with local City and/or County*
- *an/all permitting, e.g. building or zoning permits*
- *lift-gate service by courier at time of delivery*
- *acceptance of delivery and offloading by DWA Recreation, Inc., or it subcontractors*
- *any/all waste management services, e.g. provision of a dumpster*
- *any/all site restoration, e.g. removal of spoils, rough grading, seeding and/or other reclamation*
- *any/all inspections*

"Unless otherwise indicated, labor rates on installation are NOT figured at Prevailing Wage or Davis-Bacon mandate wage rates. Please contact your DWA Sales Representative if Prevailing Wage/Davis-Bacon rates will apply, or if any of the above mentioned items should be supplied by DWA Recreation, Inc."

We are NOT responsible for building permits and/or any other fees, including hauling away of spoils or reclamation of disturbed areas unless otherwise indicated on quote.

Installation Terms:

- The above pricing is based on installation over natural earth and does not include any site work including excavation or drainage, unless otherwise noted on this quote.
- This pricing does not include receiving and storage of the equipment prior to installation.
- Any existing wood chips, asphalt, or playground equipment, in the area where the new structure will be located, must be removed by the owner unless otherwise noted on this quote.
- The play area site would need to be level prior to installation.
- An area will need to be provided for the disposal of excess dirt created when augering holes. Spoils to be left on site unless otherwise noted.
- Access to a dumpster will need to be provided for the disposal of packaging materials and old equipment (if applicable).
- The above pricing is based on non-prevailing wage rates unless otherwise noted.

Please note, you are required by Ohio law to contact "Ohio Utilities Protection Service" at 1-800-362-2764 before any excavation or installation takes place. Because their questions will relate to the location of the site, we ask you to please contact them personally. This should be done within a two week period but not less than four days prior to installation, as they will need 48 hours to mark off the site.

Owner is responsible for verifying and marking all private underground utilities locations prior to installation.

QUOTE

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Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.

GameTime Standard Colors

- Accent / Basic / Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Blue, Sky Blue, Sea Mist, Azure, Ocean, Spring Green, Chartreuse, Ice Mint, Ice Butter, Sage, Green, Dark Green, Bronze, Brown, Beige, Champagne, Vanilla, White, Metallic, Starlight, Black
- Deck Colors: Blue, Brown, Chocolate, Gray
- Plastic Colors: Yellow, Orange, Red, Green, Chartreuse, Spring Green, Azure, Sky Blue, Blue, Periwinkle, Royal Purple, Burgundy, Brown, Beige, Champagne
- HDPE Colors: Yellow, Orange, Red, Green, Spring Green, Sky Blue, Blue, Purple, Burgundy, Brown, Beige, Dolphin Gray, Black
- 2 Color HDPE: Yellow/Black, Orange/White, Red/White, Green/White, Spring Green/White, Azure/White, Sky Blue/White, Blue/White, Purple/White, Burgundy/White, Brown/White, Beige/Green, White/Black, Gray/Black, Black/White
- Shade Fabric: Sun Blaze, Orange, Yellow, Forest Green, Bottle Green, Lime, Dove Blue, Turquoise, True Blue, Navy Blue, Purple, Royal Purple, Deep Ochre, Brown, Cedar, Latte, Beige, Cream, Silver, Charcoal
- Special Rock: Sandstone, Deep Granite
- Wallcano Handholds: Red, Green, Blue, Beige
- Site Recycled Plastic Lumber: Gray, Tudor, Sand
- VistaRope Standard: Yellow, Sky Blue, Brown, Natural, Black
- VistaRope Custom: Red/Black, Red/Sky Blue, Sky Blue/Yellow, Green/Black

Actual colors may vary from printed or digital representations. Sample materials available upon request. For a visual reference of available color options, please view the GameTime Color Sheet at the following link:

<https://dwarec.box.com/s/ll61tn02ynwhpyr5nngdlbuwbgl80w7>

You may view Additional Color options and pre-designed play palettes on GameTime's website:

<https://www.gametime.com/resources/color-wizard>

Acceptance of Colors from 3D Rendering

Please initial here if ordering colors from 3D Rendering: _____



QUOTE

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Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____

QUOTE

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Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

(For Delivery)

Email: _____

Fax _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

QUOTE

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Purchasing Information:

Purchase Amount: **\$346,213.05**

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____ Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____ Email: _____

Quote prepared by: Courtney Swartz

Sales Representative: Levi Love



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to the Main Street Sidewalk Program, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

We ask for a Two Read Emergency

REASON FOR EMERGENCY:

Serious concerns with pedestrian safety and the plans to begin this project before the end of 2026

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR ENGINEERING DESIGN SERVICES RELATED TO THE MAIN STREET SIDEWALK PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, EMH&T will provide engineering design services related to the Main Street sidewalk program including design/bidding work for the areas from Taylor Road to Hanson Street; and

WHEREAS, the City has identified these areas as high priority pedestrian access needs given the increased number of pedestrians utilizing these thoroughfares, as well as safety concerns; and

WHEREAS, the total cost for engineering design services is \$285,000, which shall be funded through the City's CIP Fund (410).

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with EMH&T for engineering design services related to the Main Street Sidewalk program and design/bidding work.

SECTION 2. That an amount of \$285,000 be appropriated from the unappropriated Capital Improvement Project Fund (410) to project account 410.000.0210.5659 Miscellaneous Infrastructure Main Street Sidewalk Program and Design.

SECTION 3. Wherefore, upon adoption by Council, this Ordinance shall be in effect immediate following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2027, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2027, and Declaring an Emergency

WHEREAS, the tax budget of the City of Reynoldsburg, Ohio for the fiscal year 2027 has been presented to the City Council; and

WHEREAS, said tax budget has been made conveniently available to public inspection for at least ten (10) days by having at least two (2) copies thereof on file with the Clerk of Council; and

WHEREAS, the Council has held a Public Hearing on said tax budget of which public notice was given by publication not less than ten (10) days previous to the date thereof;

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

SECTION 1. That the said tax budget of the City of Reynoldsburg, State of Ohio, for the fiscal year beginning January 1, 2027 and ending December 31, 2027, is hereby adopted and approved, and that taxes are levied upon the real and personal property within the City of

Reynoldsburg as returned upon the tax duplicate and should be collected for municipal purposes for the fiscal year 2027 as required by said tax budget.

SECTION 2. That the Clerk be and is hereby authorized and directed to send a certified copy of this Ordinance to the Auditors of Franklin, Licking, and Fairfield Counties of the State of Ohio.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the expedient financial operation of the city and, further, for the reason that the official tax budget of the city must be filed with the County Auditor by July 20, 2026; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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TOTAL REVENUE

<u>DESCRIPTION</u>	<u>For 2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Actual</u>	<u>2025 Estimate</u>	<u>2026 Estimate</u>	<u>2027 Estimate</u>
REVENUES						
Local Taxes						
General Property Tax --- Real Estate	334,029	331,364	452,683	458,823	459,000	459,000
Tangible Personal Property Tax	0	0	0			
Municipal Income Tax	22,225,795	21,075,812	22,033,315	22,326,900	22,326,900	22,326,900
Other Local Taxes	500,535	516,430	516,478	672,522	566,000	672,522
Total Local Taxes	23,060,359	21,923,606	23,002,476	23,458,245	23,351,900	23,458,422
Intergovernmental Revenues						
State Shared Taxes and Permits						
Local Government	881,451	941,903	902,845	720,000	720,000	720,000
Local Government (State Share)	206,453	214,650	202,227	205,103	195,000	205,103
Estate Tax	0	0	0			
Cigarette Tax	1,404	1,418	1,809	1,400	1,400	1,400
License Tax						
Liquor and Beer Permits	57,517	49,476	53,415	60,384	50,000	60,384
Gasoline Tax						
Library and Local Government Support Fund						
Property Tax Allocation - Homestead & Rollback	41,447	43,712	58,920	42,140	43,000	43,000
Other State Shared Taxes and Permits	0	0	0			350,000
Total State Shared Taxes and Permits	1,188,272	1,251,159	1,219,216	1,029,027	1,009,400	1,379,887
Federal Grants or Aid						
State Grants or Aid	0	0	19,393	0	0	0
Other Grants or Aid						
Total Intergovernmental Revenues	1,188,272	1,251,159	1,238,609	1,029,027	1,009,400	1,379,887
Special Assessments						
Charges For Services	67,952	38,032	23,486	39,895	35,000	39,895
Fines, Licenses, and Permits	685,630	1,234,989	1,325,780	1,231,192	1,200,600	1,231,192
Miscellaneous - Interest	453,007	1,240,795	2,142,197	1,501,250	1,201,000	1,201,000
Other Financing Sources:						
Proceeds from Sale of Debt						
Transfers						
Advances						
Other sources	1,337,216	1,485,166	1,443,676	1,303,510	875,600	1,303,510
TOTAL REVENUE	26,792,436	27,173,747	29,176,224	28,563,119	27,673,500	28,613,907

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<u>DESCRIPTION</u>	<u>For 2022</u> <u>Actual</u>	<u>For 2023</u> <u>Actual</u>	<u>For 2024</u> <u>Actual</u>	<u>for 2025</u> <u>Estimate</u>	<u>for 2026</u> <u>Estimate</u>	<u>for 2027</u> <u>Estimate</u>
EXPENDITURES						
Security of Persons and Property						
Personal Services	11,719,475	12,305,296	13,417,496	12,186,898	15,285,208	13,500,000
Travel Transportation						
Contractual Services	481,433	721,881	1,079,881	1,031,446	1,236,280	1,100,000
Supplies and Materials	361,583	345,872	418,075	357,147	609,500	450,000
Capital Outlay	408,842	564,147	969,345	456,249	522,500	522,500
Total Security of Persons and Property	12,971,333	13,937,196	15,884,797	14,031,739	17,653,488	15,572,500
Public Health Services						
Personal Services						
Travel Transportation						
Contractual Services	351,003	392,633	406,528	413,050	413,050	413,050
Supplies and Materials						
Capital Outlay						
Total Public Health Services	351,003	392,633	406,528	413,050	413,050	413,050
Leisure Time Activities						
Personal Services	1,421,741	1,649,805	1,825,572	1,918,130	2,663,084	1,950,000
Travel Transportation	0	0	0			
Contractual Services	596,230	812,365	897,225	1,072,526	1,611,905	1,100,000
Supplies and Materials	239,498	279,323	282,723	351,798	575,780	375,000
Capital Outlay	213,960	182,276	259,135	829,321	530,641	500,000
Total Leisure Time Activities	2,471,429	2,923,769	3,264,655	4,171,775	5,381,410	3,925,000
Community Environment						
Personal Services	1,381,616	1,599,460	1,867,778	1,682,640	2,457,256	1,766,772
Travel Transportation	0	0	0			
Contractual Services	506,964	918,565	1,081,800	2,510,842	1,686,600	2,500,000
Supplies and Materials	23,412	32,498	35,762	15,030	65,500	45,000
Capital Outlay	0	0	85,011	0	7,500	10,000
Total Community Environment	1,911,992	2,550,523	3,070,351	4,208,512	4,216,856	4,321,772
Basic Utility Service						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Basic Utility Services						

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DESCRIPTION	For 2022 Actual	For 2023 Actual	For 2024 Actual	For 2025 Estimate	For 2026 Estimate	For 2027 Estimate
EXPENDITURES (Continued)						
Transportation						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Transportation						
General Government						
Personal Services	2,673,317	2,765,364	\$ 3,483,313	\$ 3,134,971	\$ 4,590,357	\$ 3,291,719
Travel Transportation	0	0				
Contractual Services	1,662,493	1,881,241	\$ 2,453,839	\$ 2,664,933	\$ 5,060,438	\$ 2,798,179
Supplies and Materials	103,095	118,202	\$ 114,073	\$ 105,566	\$ 229,200	\$ 110,845
Capital Outlay	131,606	240,620	\$ 357,700	\$ 272,267	\$ 494,600	\$ 285,880
Total General Government	4,570,511	5,005,427	6,408,925	6,177,737	10,374,595	6,486,623
Debt Service						
Redemption of Principal						
Interest						
Other Debt Service						
Total Debt Service						
Other Uses of Funds						
Transfers	1,864,364	350,038	\$ 246,500	\$ 6,345,329	\$ 500,000	\$ 500,000
Advances						
Contingencies						
Other Uses of Funds						
Total Other Uses of Funds	1,864,364	350,038	246,500	6,345,329	500,000	500,000
TOTAL EXPENDITURES	24,140,632	25,159,586	28,960,913	29,002,813	38,039,399	30,718,945
Revenues Over (Under) Expenditures	2,651,804	2,014,161	(397,794)	(439,694)	(10,365,899)	(2,105,039)
Beginning Cash Fund Balance	11,520,922	14,172,725	16,186,887	15,789,093	15,349,399	4,983,500
Ending Cash Fund Balance	14,172,725	16,186,887	15,789,093	15,349,399	4,983,500	2,878,461
Estimated Encumbrances (outstanding at year end)	1,498,638	2,806,989	2,000,000	2,000,000	2,000,000	2,000,000
Estimated Ending Unencumbered Fund Balance	12,674,087	13,379,898	13,789,093	13,349,399	2,983,500	878,461
Fund Balance % of expenditures	59%	64%	55%	53%	13%	9%

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<u>DESCRIPTION</u>	For 2022 Actual	For 2023 Actual	For 2024 Actual	For 2025 Estimate	For 2026 Estimate	For 2027 Estimate
REVENUE						
Real Estate & Public Utility Taxes	233,204	230,806	313,958	318,667	326,000	325,644
Tangible Personal Property Tax	0	0	0	0	0	0
Trailer Tax	339	255	269	273	200	189
Real Property Tax - Homestead	28,060	27,922	39,584	40,178	28,000	40,781
TOTAL REVENUE	261,603	258,983	353,811	359,118	354,200	366,614
EXPENDITURES						
Police Pension Expenses	153,263	303,194	350,000	355,250	354,500	360,579
TOTAL EXPENDITURES	153,263	303,194	350,000	355,250	354,500	360,579
Revenues Over (Under) Expenditures	108,340	(44,211)	3,811	3,868	(300)	6,035
Beginning Cash Fund Balance	309,687	431,851	387,640	391,451	395,319	395,019
Ending Cash Fund Balance	431,851	387,640	391,451	395,319	395,019	401,054
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	431,851	387,640	391,451	395,319	395,019	401,054

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FUND NAME: GENERAL DEBT RETIREMENT FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - DEBT SERVICE

<u>DESCRIPTION</u>	<u>For 2022 Actual</u>	<u>For 2023 Actual</u>	<u>For 2024 Actual</u>	<u>For 2025 Estimate</u>	<u>For 2026 Estimate</u>	<u>For 2027 Estimate</u>
REVENUE						
Real Estate & Public Utility Tax						
Tangible Personal Property Tax						
Trailer Tax						
Real Property Tax - Rollback						
Sale of Bonds			807,873			
Sale of Notes					12,819,000	
Operating Transfers						
Operating Transfers - Income Tax	3,653,555	3,464,515	3,621,915	3,827,500	3,827,500	3,827,500
Interest Earned						
Miscellaneous Reimbursements Oh Health	192,017	209,473	226,929	178,000	178,000	178,000
TOTAL REVENUE	3,845,572	3,673,988	4,656,717	4,005,500	16,824,500	4,005,500
EXPENDITURES						
Registrar/Agent Fees						
Expense of Issue						
G.O. Note - Principal						
G.O. Bond Principal	1,883,557	1,746,634	1,675,086	2,303,538	1,563,538	1,338,538
G.O. Note - Interest					259,368	535,617
G.O. Bond - Interest	1,098,576	1,049,882	1,000,512	2,439,233	2,269,244	2,204,303
Payment to Refunded Bond Escrow Agent						
TOTAL EXPENDITURES	2,982,133	2,796,516	2,675,598	4,742,772	4,092,149	4,078,458
Revenues Over (Under) Expenditures	863,439	877,472	1,981,119	(737,272)	12,732,351	(72,958)
Beginning Cash Fund Balance	3,659,401	4,522,840	5,400,312	7,381,430	6,644,159	19,376,509
Ending Cash Fund Balance	4,522,840	5,400,312	7,381,431	6,644,159	19,376,509	19,303,551
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	4,522,840	5,400,312	7,381,431	6,644,159	19,376,509	19,303,551

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FUND All Funds Not Listed on Exhibits I or II	Estimated Unencumbered Fund Balance 1/31/27	2027 Estimated Receipt	Available For Expenditure	2027 Expenditures & Encumbrances			Estimated Unencumbered Fund Balance 12/31/27
				Personal Services	Other	Total	
DRAFT							
GOVERNMENTAL: SPECIAL SERVICE:							
220 - Income Tax Fund	\$ 5,914,336	\$ 935,542	\$ 6,849,878	\$ 185,000	\$ 625,000	\$ 810,000	\$ 6,312,557
230 - Permissive Tax Fund	\$ 1,287,198	\$ 286,474	\$ 1,573,672		\$ 500,000	\$ 500,000	\$ 1,377,100
250 - Sewer Capacity Fund	\$ 3,377,051	\$ 653,042	\$ 4,030,093		325,000	\$ 325,000	\$ 3,739,423
260 - Street Fund	\$ 6,047,663	\$ 2,016,539	\$ 8,064,202	\$ 975,000	\$ 1,050,000	\$ 2,025,000	\$ 6,597,098
270 - State Highway Fund	\$ 1,271,326	\$ 228,492	\$ 1,499,818		\$ 46,924	\$ 46,924	\$ 1,376,599
282 - Cops in School	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
283 - Cops More Grant Fund	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
285 - Endowments & Contributions	\$ 392,342	\$ -	\$ 392,342		\$ -	\$ -	\$ 392,342
286 - G.R.E.A.T. Grant Fund	\$ 550	\$ -	\$ 550		\$ -	\$ -	\$ 550
287 - Reynoldsburg Recovery Court	\$ 18,467	\$ 28,438	\$ 46,906		\$ 26,516	\$ 26,516	\$ 20,426
288 - OneOhio Opioid Fund	\$ 160,603	\$ 38,645	\$ 199,247		\$ -	\$ -	\$ 179,925
290 - Law Enforcement Fund	\$ 335,196	\$ 44,882	\$ 380,078		\$ 13,075	\$ 13,075	\$ 353,278
291 - Drug Enforcement Fund	\$ 53,480	\$ 1,089	\$ 54,569		\$ -	\$ -	\$ 54,025
292 - Safety Belt Program Fund	\$ 4,376	\$ -	\$ 4,376		\$ -	\$ -	\$ 4,376
293 - DUI/Education/Enforcement Fund	\$ 23,359	\$ 1,074	\$ 24,433		\$ 975	\$ 975	\$ 23,653
294 - Federal Forfeiture Fund	\$ 150,224	\$ 49,267	\$ 199,491		\$ 50,033	\$ 50,033	\$ 158,180
295 - Law Enforcement Asst Fund	\$ 286,470	\$ 48,709	\$ 335,179		\$ 351	\$ 351	\$ 310,708
297 - Edward Byrne Fund	\$ 18,198	\$ 8,030	\$ 26,228		\$ 3,481	\$ 3,481	\$ 21,053
299 - Indigent Drivers Interlock Fund	\$ 16,078	\$ -	\$ 16,078		\$ -	\$ -	\$ 16,078
TOTAL SPECIAL REVENUE FUNDS	19,356,918	4,340,223	23,697,141	1,160,000	2,641,355	3,801,355	20,937,369
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	290,654	0	290,654	0	0	0	290,654
TOTAL DEBT SERVICE FUNDS	290,654	0	290,654	0	0	0	290,654
CAPITAL PROJECT FUNDS							
Capital Improvements	2,654,678	4,700,000	7,354,678	0	5,000,000	5,000,000	2,354,678
Sidewalk Construction	910,270	96,688	1,006,958	0	500,000	500,000	506,958
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	3,564,947	4,796,688	8,361,635	0	5,500,000	5,500,000	2,861,635

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FUND All Funds Not Reported on Exhibits I or II	Estimated	Estimated	Total	2027 Encumbrances and Expenditures			Estimated
	Unencumbered	Receipts	Available For	Personal	Other	Total	Unencumbered
	Fund Balance 01/01/27	2027	Expenditures	Services			Fund Balance 12/31/27
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	14,991,276	10,624,282	25,615,558	719,382	11,280,618	12,000,000	13,615,558
Sewer	14,333,187	12,547,956	26,881,143	583,725	12,416,275	13,000,000	13,881,143
Utility Deposits	160,913	2,875	163,788	0	10,000	0	163,788
Storm Water	7,683,224	2,289,108	9,972,332	365,344	2,634,656	3,000,000	6,972,332
Solid Waste	134,319	2,578,660	2,712,979	0	2,500,000	2,500,000	212,979
TOTAL ENTERPRISE FUNDS	37,302,919	28,042,880	65,345,799	1,668,451	28,841,549	30,500,000	34,845,799

DRAFT

FIDUCIARY:**TRUST AND AGENCY FUNDS**

Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	0
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	0	0	0	0	0	0	0
Supervision and Inspection	426,705	430,010	856,715	0	480,028	480,028	376,687
Plot Grade and Utility	\$92,645.52	125,000	217,646	0	125,000	125,000	92,646
Unclaimed Funds	30,149	5,000	35,149	0	3,000	3,000	32,149
Employee Fund	530	350	880	0	515	515	365
School Ski Club	0	0	0	0	0	0	0
Miscellaneous Trust	59,601	356,588	416,189	0	363,833	363,833	52,357
Board of Building Standards	13,879	\$14,000.00	27,879	0	\$14,000.00	14,000	13,879
Visitors Bureau	12,322	\$160,000.00	172,322	0	\$160,000.00	160,000	12,322
Sewer Capacity Charge - Columbus	\$253,857.73	\$757,959.00	1,011,817	0	\$757,959.00	757,959	253,858
Engineering Fees/Plan Reviews	286,335	71,004	357,339	0	57,240	57,240	300,099
Taylor Square School TIEF	1,000,000	1,700,000	2,700,000	0	1,700,000	1,700,000	1,000,000
Brice - Main TIF	42,851	130,000	172,851	0	150,000	150,000	22,851
Kroger Tif	80,185	0	80,185	0	0	0	80,185
Summit Rd Tif #1	335,904	50,000	385,904	0	50,000	50,000	335,904
Taylor Rd Tif #1	337,907	110,000	447,907	0	1,500	1,500	446,407
Taylor Rd Tif #2	125,550	35,000	160,550	0	750	750	159,800
Broad Street TIF	1,111,901	300,000	1,411,901	0	15,000	15,000	1,396,901
2018 Main/Brice TIF	3,065,615	1,500,000	4,565,615	0	55,000	55,000	4,510,615
JEDD # 1	36,500	864,000	900,500	0	764,000	764,000	136,500
JEDD # 2	161,500	264,000	425,500	0	256,000	256,000	169,500
JEDD # 3	50,750	700,000	750,750	0	635,000	635,000	115,750
JEDD # 4	31,025	230,000	261,025	0	218,000	218,000	43,025
JEDD #7	43,250	230,000	273,250	0	190,000	190,000	83,250
TOTAL TRUST AND AGENCY FUNDS	7,615,518	8,032,911	15,648,429	0	5,996,824	3,863,824	9,635,050

TOTAL FOR MEMORANDUM ONLY	44,918,437	36,075,791	80,994,228	1,668,451	34,838,373	34,363,824	44,480,849
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STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2025	Amount Budgeted 2025	Source Fund
DRAFT				
TOTAL	0	0	0	

DRAFT

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
N/A	N/A	N/A
DRAFT		
TOTAL	N/A	

DRAFT

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside <u>10 Mill Limit</u>	Date of <u>Issue</u>	Date <u>Due</u>	Ordinance/ <u>Resolution</u>	Serial <u>or Term</u>	Rate of <u>Interest</u>	Amounts of Bonds & Notes Outstanding <u>as of 1/1/2027</u>	Amount Required for Principal and <u>Interest 2027</u>	Source Fund to Pay <u>Debt Payments</u>
INSIDE 10 MILL LIMIT	DRAFT								
Combined Service Facility		2024	2054	Ord 58-24	S	5	13,155,000	823,855	Debt Retirement
Combined Service Facility		2024	2054	Ord 58-24	S	5	5,550,000	348,313	Water Fund
Combined Service Facility		2024	2054	Ord 58-24	S	5	5,550,000	348,313	Sewer Fund
Combined Service Facility		2024	2054	Ord 58-24	S	5	5,550,000	348,313	Stormwater Fund
East Main Street Phase 2		2024	2050	Ord 44-21	S	0	405,713	16,905	Debt Retirement
Main Street Phase 1		2023	2045	Ord 85-20	S	0	425,609	21,826	Debt Retirement
Brice Road Corridor Improvements		2016	2036	Ord 22-13	S	0	542,734	54,273	Debt Retirement
Livingston Ave Improvements		2018	2036	Ord 22-16	S	0	155,342	15,534	Debt Retirement
YMCA Community Center		2018	2048	Ord 62-18	S	3.5	23,510,000	1,565,778	Debt Retirement
Waggoner Road PH2 Improvements		2026	2028	Ord 10-26	S	4.31	8,678,000	362,593	Debt Retirement
Park and Service Road		2026	2028	Ord 10-26	S	4.31	2,633,000	110,015	Debt Retirement
Summit Waterline		2026	2028	Ord 10-26	S	4.31	1,508,000	63,009	Water Fund
TOTAL							67,663,398	4,078,725	

OUTSIDE 10 MILL LIMIT:

TOTAL

DRAFT

0.00

0.00



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Establish Section 705 Prohibiting Short-Term Rentals of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the state of Ohio does not regulate or license the operation of short-term rentals, leaving it up to local governments to determine how to regulate their use in municipalities; and

WHEREAS, this Council recognizes that short-term rentals have proven to require increased calls for service from first responders and can be associated with crime, noise complaints, and occupancy violations; and

WHEREAS, the City of Reynoldsburg has experienced multiple significant incidents where the use of a short-term rental property was associated with noise, firearms, and, unfortunately, injury to persons and property; and

WHEREAS, the Council of the City of Reynoldsburg seeks to prevent similar incidents in the future and promote public safety; and

WHEREAS, this Council recognizes that short-term rentals bring commercial activity into non-commercial zoning districts that property owners may reasonably expect will be free of any such commercial activity; and

WHEREAS, the Council of the City of Reynoldsburg finds it to be in the best interest of the City to enact Section 705 of the Codified Ordinances of the City of Reynoldsburg to prohibit the operation of short-term rentals as contrary to the public peace, safety, and general welfare.

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

SECTION 1. That Part Seven, Chapter 705 of the Codified Ordinances of the City of Reynoldsburg be added to read as follows:

SEE ATTACHED EXHIBIT A.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance to Repeal and Replace Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 907 RIGHTS-OF-WAY
MANAGEMENT POLICY OF THE CODIFIED ORDINANCES FOR THE CITY OF
REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg regulates the use or occupation of all rights-of-way in the City, the issuance of right-of-way permits, and set forth the related policies; and

WHEREAS, the City intends to repeal and replace the existing management of the City's rights-of-way as outlined in Chapter 907 to more accurately reflect the current standards and best practices; and

WHEREAS, this Council has determined that it is in the best interests of the City, its residents, and business, to establish these new standards reflective of other municipalities.

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

SECTION 1. That Chapter 907 Rights-of-Way Management Policy of the Codified Ordinances for the City of Reynoldsburg be repealed and the same is hereby replaced to read as follows:

SEE ATTACHED EXHIBIT A

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

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Purchase the Rights-of-Way and Easements Necessary for the Construction of the Summit Road Improvement Project, Appropriate Funds Therefor, and Declaring an Emergency

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

two-read emergency

REASON FOR EMERGENCY:

in order to maintain project timelines

STAFF REPORT:

**AN ORDINANCE AUTHORIZING THE
MAYOR TO PURCHASE THE RIGHTS OF-
WAY NECESSARY FOR THE
CONSTRUCTION OF SUMMIT ROAD
IMPROVEMENTS, APPROPRIATE FUNDS
THEREFOR, AND DECLARING AN
EMERGENCY**

WHEREAS, the City of Reynoldsburg was awarded Ohio Public Works Commission (OPWC) Funds to design and construct the necessary improvements along Summit Road from the City's current southern boundary to East Main Street; and

WHEREAS, as part of these improvements, it may be necessary to purchase additional rights-of-way or easements from property owners along said corridor; and

WHEREAS, as part of the City's application, \$80,000.00 was earmarked for potential right-of-way and easement acquisitions.

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

SECTION 1. That the Mayor is hereby authorized to enter into any agreements deemed necessary for the Summit Road Improvement Project as it relates to right-of-way and easement acquisitions necessary for the overall public safety and welfare of the City.

SECTION 2. That an amount of \$300,000.00 be appropriated from the unappropriated Capital Improvement Fund (410) to the appropriated account number 410.000.0203.5659 Miscellaneous Infrastructure Fund.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to move the project forward. Wherefore, upon adoption by Council, this Ordinance shall be in effect immediately following the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into an Agreement with the Center of Science and Industry (COSI) and Appropriating Funds Therefor

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

COSI and the City of Reynoldsburg would like to enter into an agreement/partnership to expand access to high-quality STEAM learning experiences. COSI proposes to activate the children's area at the Tomato Festival and Diwali-Thiar Festival. Requesting \$25,000 from the unencumbered General Fund to be encumbered into an account in the Parks and Recreation Department, 110.340.5339 Misc. Contract Services.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CENTER OF sCIENCE AND INDUSTRY (COSI) AND APPROPRIATING FUNDS THEREFOR

WHEREAS, the City of Reynoldsburg is collaborating with the Center of Science and Industry (COSI) to offer high-quality STEAM program experiences at various city events; and

WHEREAS, COSI proposes to activate these programs at the Tomato Festival and Diwali-Tihar Festival; and

WHEREAS, the cost of these services will total \$25,000.00.

NOW, THEREFORE, BE IT ORDAINED BY

THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with the Center of Science and Industry (COSI) for \$25,000 for STEAM activities at the Tomato Festival and Diwali-Tihar Festival.

SECTION 2. That \$25,000.00 be appropriated from the unappropriated General Fund (110) and appropriated to the account number 110.340.5339 Miscellaneous Contract Services Fund.

SECTION 3. That this Ordinance will be effective thirty days following approval of Council and the signature of the Mayor.



COSI & City of Reynoldsburg Community Programming Partnership, 2026

COSI is proud to propose a community-focused partnership with the City of Reynoldsburg to expand access to high-quality STEAM learning experiences for Reynoldsburg families. This collaboration will bring engaging, hands-on science programming directly into the community while also creating meaningful opportunities for residents to engage with COSI's museum and award-winning exhibits onsite.

Through a series of coordinated activations, this partnership will highlight Reynoldsburg as a hub for innovation, learning, and family engagement.

Reynoldsburg Week (Summer 2026)

During this upcoming summer, COSI will host a "Reynoldsburg Week" at COSI for residents and families to have a special experience at COSI during their school break and engage in hands-on STEAM learning to enrich their summer experiences.

Reynoldsburg residents, promoted through Reynoldsburg communication platforms, will have access to a special online code to receive a \$5 discount on their tickets purchased online (general admission adult & youth tickets, cannot be paired with additional promotions) during a week in the summer. The week will be selected in collaboration with COSI and City of Reynoldsburg.

To open and close the week, we invite Reynoldsburg civic leaders, including Mayor Begeny, City Council members, and Reynoldsburg City Schools Superintendent to join us for the opening cloud ceremony, and/or special stage shows throughout the week.

Reynoldsburg Community Events (August – October 2026)

In addition to providing an onsite experience for Reynoldsburg residents, COSI would also like to bring our hallmark offsite experience out to Reynoldsburg families through Reynoldsburg's successful community events.

COSI will help to activate the children and family zones at the Tomato Festival (August 13-15) and Diwali-Tihar Festival (October 3) by bringing customized, hands-on, engaging STEAM activities that connect to the celebration themes for all families to engage with, along with our other signature offsite experiences.

Partnership Support Ask: \$25,000



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with MS Consulting for Professional Engineering Services Pertaining to Storm Sewer Improvements as Outlined in the Recently Completed Blacklick Creek Watershed Study

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MS CONSULTING FOR PROFESSIONAL ENGINEERING SERVICES PERTAINING TO STORM SEWER IMPROVEMENTS AS OUTLINED IN THE RECENTLY COMPLETED BLACKLICK CREEK WATERSHED STUDY

WHEREAS, the City's consultant, MS Consulting, completed the Blacklick Creek Watershed Study in 2025; and

WHEREAS, as part of this study four (4) design alternatives were proposed to address flooding issues along the Blacklick Creek, specifically within the Briarcliff subdivision; and

WHEREAS, this proposal authorizes MS Consulting to move forward with engineering design work for said alternatives, including assisting with future funding applications; and

WHEREAS, the total cost for this work is \$24,286.00 as outlined in the proposal.

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

SECTION 1. That the Mayor be, and is hereby authorized, to enter into a contract with MS Consulting for the Briarcliff Stormwater System Improvements Program at a total cost of \$24,286.00.

SECTION 2. That an amount of \$24,286.00 be appropriated from the Stormwater Drainage Fund (740) and appropriated to account number 740.737.5339 Storm Water Division Miscellaneous Contract Services.

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



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase a Chevrolet Equinox EV for the Building Department and Appropriating Funds Therefor

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE A CHEVROLET EQUINOX EV FOR THE BUILDING DEPARTMENT AND APPROPRIATING FUNDS THEREFOR

WHEREAS, the Building Department has determined that the City needs to purchase an additional vehicle; and

WHEREAS, City Council hereby authorizes the Mayor to purchase said vehicles, and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a Chevrolet Equinox EV and execute any documentation necessary to effectuate said purchase.

SECTION 2. That an amount of \$36,795.00 shall be appropriated from the unappropriated General Fund (110) and appropriated to the unappropriated account number 110.479.5632

Motor Vehicles.

SECTION 3. That these same funds will be reimbursed as part of the Northeast Ohio Public Energy Council (NOPEC) Aggregation Grant Program and deposited into the General Fund (110).

SECTION 54. That upon adoption by Council, this Ordinance shall be in effect thirty days following the signature of the Mayor.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Quote Worksheet

		MSRP
Base Price		\$34,995.00
Dest Charge		\$1,800.00
Total Options		\$0.00
Subtotal		\$36,795.00
Subtotal Pre-Tax Adjustments		\$0.00
Less Customer Discount		\$0.00
Subtotal Discount		\$0.00
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$36,795.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$36,795.00

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27940. Data Updated: Mar 9, 2026 1:48:00 AM UTC.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1MB48	2026 Chevrolet Equinox EV 4dr LT1 w/PCY	\$34,995.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements (Not available with FDR/FBC/FLS/FNR/FRC/FGO/TSC/TSR/TSM order types. These order types require (YF5) California state emissions requirements or (NE1) emissions and (NC7) emissions.)	0.00 lbs	0.00 lbs	\$0.00

REQUIRED OPTION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FWD	Propulsion, front wheel drive (STD)	0.00 lbs	0.00 lbs	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EN0	Engine, none (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MF1	Transmission, none (electric drive unit) (STD)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
2LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 27940. Data Updated: Mar 9, 2026 1:48:00 AM UTC.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

MODEL OPTION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCY	LT 1 (Required on LT w/PCY trim. Includes standard equipment.)	0.00 lbs	0.00 lbs	\$0.00
WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
REH	Wheels, 19" (48.3cm) (STD)	0.00 lbs	0.00 lbs	\$0.00
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QLU	Tires, 245/55R19 all-season blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00
SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00
SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EKV	Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$0.00

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Data Version: 27940. Data Updated: Mar 9, 2026 1:48:00 AM UTC.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Optional Equipment

NOTE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
**	** FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	0.00 lbs	0.00 lbs	\$0.00
EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements (Not available with FDR/FBC/FLS/FNR/FRC/FGO/TSC/TSR/TSM order types. These order types require (YF5) California state emissions requirements or (NE1) emissions and (NC7) emissions.)	0.00 lbs	0.00 lbs	\$0.00
NB9	Emissions override, state-specific (for dealers ordering vehicles in (YF5) or (NE1) emission states - Massachusetts, New York, Oregon, Vermont, and Washington state) (Allows a California dealer (YF5 emissions) to order (NE1) emissions with (NB9) emissions override code for registration in (NE1) states; or, a Massachusetts, New York, Oregon, Vermont, and Washington state dealer (NE1 emissions) to order (YF5) emissions with (NB9) emissions override code for registration in California.)	0.00 lbs	0.00 lbs	\$0.00
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Arizona, Connecticut, Idaho, New Jersey, Nevada, New Hampshire, Pennsylvania, Rhode Island, and Utah) (Requires (YF5) California state emissions requirements or (NE1) emission states Massachusetts, New York, Oregon, Vermont, or Washington state emissions requirements.)	0.00 lbs	0.00 lbs	\$0.00
NE1	Emissions, Massachusetts, New York, Oregon, Vermont, and Washington state	0.00 lbs	0.00 lbs	\$500.00
YF5	Emissions, California state requirements	0.00 lbs	0.00 lbs	\$500.00
REQUIRED OPTION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FWD	Propulsion, front wheel drive (STD)	0.00 lbs	0.00 lbs	\$0.00
XRD	Propulsion, dual motor all-wheel drive (AWD) (Requires (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$3,300.00

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Data Version: 27940. Data Updated: Mar 9, 2026 1:48:00 AM UTC.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EN0	Engine, none (STD)	0.00 lbs	0.00 lbs	\$0.00
TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MF1	Transmission, none (electric drive unit) (STD)	0.00 lbs	0.00 lbs	\$0.00
PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
2LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00
MODEL OPTION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCY	LT 1 (Required on LT w/PCY trim. Includes standard equipment.)	0.00 lbs	0.00 lbs	\$0.00
WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Q84	Wheels, 19" (48.3 cm) Black painted aluminum (Included and only available with (WBL) Midnight Package.)	0.00 lbs	0.00 lbs	\$0.00
REH	Wheels, 19" (48.3cm) (STD)	0.00 lbs	0.00 lbs	\$0.00
RW8	21" Transit wheel (Required with (VSF) 21" (53.3 cm) Tech Bronze wheels, LPO and (VSJ) 21" (53.3 cm) Gloss Black wheels, LPO)	0.00 lbs	0.00 lbs	\$0.00
TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QLT	Tires, 275/40R21 all-season blackwall, self sealing (Included and only available with (VSF/VSJ) 21" LPO Wheels.)	0.00 lbs	0.00 lbs	\$0.00
QLU	Tires, 245/55R19 all-season blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00
PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	\$0.00
GJV	Riptide Blue Metallic	0.00 lbs	0.00 lbs	\$0.00
GJY	Galaxy Gray Metallic	0.00 lbs	0.00 lbs	\$0.00
GNT	Radiant Red Tintcoat (Extra cost.)	0.00 lbs	0.00 lbs	\$495.00
GXD	Sterling Gray Metallic	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AR9	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
EKV	Black, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AS2	Active Safety Package 2 includes (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition (Required and only available with (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$545.00
WBL	Midnight Package includes Black emblems for bowtie, wheel caps, nameplate and AWD when used. OSRVM painted (DP6) Black, Black mid fascia. Includes (Q84) 19" Black painted wheel (Not available with (ZL3) Convenience Package or (6K5) convenience Package II.)	0.00 lbs	0.00 lbs	\$595.00
Y19	Comfort Package includes (A2X) driver 8-way power seat adjuster, (AL9) driver power lumbar seat control, (KAG) driver and front passenger heated seat, cushion and back, (N53) Synthetic steering wheel, wrapped and (KI3) Heated steering wheel. All (Y19) Comfort Package content is standard on RS. (Requires (AS2) Active Safety Package 2.)	0.00 lbs	0.00 lbs	\$1,455.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
P9D	Electric drive unit, primary, 1 motor, integrated inverter, park system, magnets, 76F (Included and only available with (XRD) dual motor all-wheel drive propulsion (AWD).)	0.00 lbs	0.00 lbs	\$0.00
S78	Electric drive unit, secondary, 1 motor, 78R (Included and only available with (XRD) dual motor all-wheel drive propulsion (AWD).)	0.00 lbs	0.00 lbs	\$0.00
X0C	Propulsion, electric, AWD, front (Included and only available with (XRD) dual motor all-wheel drive propulsion (AWD).)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A2X	Seat adjuster, driver 8-way power (Included and only available with (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$0.00
AL9	Seat, driver power lumbar control (Included and only available with (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$0.00
KAG	Seats, heated driver and front passenger cushion and seatback (Included and only available with (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$0.00
KI3	Steering wheel, heated, automatic (Included and only available with (Y19) Comfort Package.)	0.00 lbs	0.00 lbs	\$0.00
N53	Steering wheel, wrapped, round bottom	0.00 lbs	0.00 lbs	\$0.00
PRB	3 Years OnStar One (Requires (UE1) OnStar and order type TRE or SRE. Not available with (UKL) Super Cruise, (R9M) 3 Years of OnStar One, Fleet or Government order types, or on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. After initial 3-year period, requires paid OnStar plan. OnStar services vary by vehicle and model and require an active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations. Terms apply.)	0.00 lbs	0.00 lbs	\$800.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R6P	3 Years SiriusXM (Requires SiriusXM. Not available with a FGO order type. SiriusXM Extended Service subscription will stop at the end of the applicable subscription period unless you decide to continue service. Plan is nontransferable and non-refundable. Service subject to the SiriusXM Customer Agreement and Privacy Policy, visit siriusxm.com/terms to see complete terms and how to cancel which includes online methods or calling 1-866-635- 2349. Some services, content and features are subject to device capabilities, an active data connection enabled in the vehicle and location availability. All fees, content and features are subject to change. Content varies by subscription plan. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.)	0.00 lbs	0.00 lbs	\$299.00
R8S	OnStar One Super Cruise Extension to 8 Years (Requires (UE1) OnStar, (R9M) 3 Years OnStar One and a Retail order type. Not available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam. Always pay attention while driving and when using Super Cruise. Always use Super Cruise in accordance with local laws. Do not use a hand-held device. Requires active Super Cruise plan or trial. Terms apply. Visit chevysupercruise.com for compatible roads and full details. After initial 8-year period, OnStar Super Cruise plan must be purchased. Services vary by vehicle and model and require active service plan, working electrical system, cell reception and GPS signal. Does not include safety services; Super Cruise vehicles are connected to emergency services. See onstar.com for details and limitations.) *PRICE TO FOLLOW*	0.00 lbs	0.00 lbs	W/A
R9V	Mobile Service Plus. MobileService+ is a suite of service conveniences for 3 years - Mobile Service, Pick-up & Delivery, and Loaner with Drop off. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included (Required and only available for dealers who have a BFU of 284, except for orders with (R9W) Deleted Mobile Service Plus. Requires TRE, SRE or Fleet order types. Not available with (R9Y) Mobile Service Plus for 1 year.)	0.00 lbs	0.00 lbs	\$599.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R9Y	Mobile Service Plus. MobileService+ is a suite of service conveniences for 1 year - Mobile Service, Pick-up & Delivery, and Loaner with Drop off. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included. (Required and only available for dealers who have a BFU of 284, except for orders with (R9W) Deleted Mobile Service Plus. Requires TRE, SRE, FBC, FNR or Fleet order types. Not available with (R9V) Mobile Service Plus for 3 years.)	0.00 lbs	0.00 lbs	\$199.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
R9W	Deleted Mobile Service Plus. Delete MobileService+ service conveniences - Mobile Service, Pick-up & Delivery, and Loaner with Drop Off. By selecting R9W, you acknowledge that you are forgoing the margin and the ability to receive MobileService+ allowances (Requires a dealer with a BFU of 284. Requires TRE, SRE or Fleet order types.)	0.00 lbs	0.00 lbs	\$0.00
UKK	Rear Pedestrian Alert (Included and only available with (AS2) Active Safety Package 2.)	0.00 lbs	0.00 lbs	\$0.00
UV2	HD Surround Vision (Included and only available with (AS2) Active Safety Package 2.)	0.00 lbs	0.00 lbs	\$0.00
UVX	Traffic Sign Recognition, enhanced, sensor indicator (Included and only available with (AS2) Active Safety Package 2.)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5AV	LPO, GM Energy PowerShift Charger, Residential bidirectional EV charger; up to 19.2kW of charging, 80-amp, requiring a hardwired connection, with 25' length cord included (installation not included, professional install required for warranty). (Not available with (5CH) GM PowerUp 2 (J1772) Charger, LPO.)	0.00 lbs	0.00 lbs	\$1,999.00
5CH	LPO, GM PowerUp 2 (J1772) Charger up to 11.5kW of charging, 40-amp (48-amp max), requiring a hardwired connection, with 25' length cord included, (installation not included, professional install required for warranty) (Not available with (5AV) GM Energy PowerShift Charger, LPO.)	0.00 lbs	0.00 lbs	\$899.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - LPO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5KA	LPO, Decal, Front Fender (Included and only available with (PCJ) Tech Bronze Package, LPO or (PCQ) Graphics Package, LPO.)	0.00 lbs	0.00 lbs	\$0.00
5ZU	LPO, Rear spoiler, Black, painted (Included with (PCH) Blackout Package, LPO.)	0.00 lbs	0.00 lbs	\$625.00
CAV	LPO, All-weather cargo area liner (Included and only available with (PCU) All-Weather Liner Package, LPO or (PCR) All-Weather Mat Package, LPO.)	0.00 lbs	0.00 lbs	\$0.00
PCH	LPO, Blackout Package includes (SFZ) Black bowtie emblem, LPO, (RIK) Black nameplates, LPO, (5ZU) Rear spoiler, Black painted, LPO and (S4X) Black painted mirror caps, LPO (Not available with (WBL) Midnight Package or (PCQ) Graphics Package, LPO. When exterior color (GBA) Black is ordered, (S4X) Black painted mirror caps, LPO are not included.)	0.00 lbs	0.00 lbs	\$1,125.00
PCI	LPO, Active Package includes (SHX) cargo shelf with divider, LPO, (VQK) custom molded front and rear splash guards, LPO and (W2D) cargo net, vertical, LPO (Not available with (PCW) Cargo Convenience Package, LPO or (PCV) Interior Storage Package, LPO.)	0.00 lbs	0.00 lbs	\$495.00
PCJ	LPO, Tech Bronze Package includes (VSF) 21" Tech Bronze wheels, (SKT) Black Wheel Center Cap, LPO, (RIK) Black nameplate, LPO and (5KA) Decal, Front Fender, LPO (Also includes (SFZ) Black Bowtie Emblem, LPO. Not available with (WBL) Midnight Package, (PCH) Blackout Package, LPO, (PCQ) Graphics Package, LPO, (PCL) Black Illumination Package, LPO or (PCN) Illumination Package, LPO.)	0.00 lbs	0.00 lbs	\$3,975.00
PCL	LPO, Black Illumination Package includes (R88) Black illuminated front bowtie emblem, LPO, (S4X) Black painted mirror caps, LPO and (RIK) Black nameplates, LPO (Not available with (WBL) Midnight Package, (PCH) Blackout Package, LPO, (SFZ) Black Bowtie Emblem, LPO, or exterior color (GBA) Black.)	0.00 lbs	0.00 lbs	\$850.00
PCQ	LPO, Graphics Package includes (5KA) Decal, Front Fender, LPO, (RIK) Black nameplates, LPO, (SKT) Black wheel center cap, LPO or (VSJ) 21" Gloss Black wheels, LPO (Also includes (S4X) Black painted mirror caps, LPO and (SFZ) Black Bowtie Emblem. Not available with (WBL) Midnight package, (PCH) Blackout package, LPO or (PCJ) Tech Bronze package, LPO.)	0.00 lbs	0.00 lbs	\$4,195.00
PCR	LPO, All-Weather Mat Package includes (CAV) all-weather cargo area liner, LPO and (VAV) all-weather floor mats, LPO (Not available with (PCU) All-Weather Liner Package, LPO.)	0.00 lbs	0.00 lbs	\$295.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCU	LPO, All-Weather Liner Package includes (CAV) All-weather cargo area liner, LPO and (RIA) All-weather contoured floor liners, LPO (Not available with (PCR) All-Weather Mat Package, LPO.)	0.00 lbs	0.00 lbs	\$395.00
PCV	LPO, Interior Storage Package includes (SHX) cargo shelf with divider, LPO and (SD3) foldable cargo organizer mat, LPO (Not available with (PCI) Active Package, LPO.)	0.00 lbs	0.00 lbs	\$350.00
PCW	LPO, Cargo Convenience Package includes (W2D) cargo net, vertical, LPO and (VRS) cargo security shade, LPO (Not available with (PCI) Active Package, LPO.)	0.00 lbs	0.00 lbs	\$295.00
R88	LPO, Black illuminated front bowtie emblem includes Black non-illuminated rear bowtie emblem (Included with (PCL) Black Illumination Package, LPO. Not available with (SFZ) Black Bowtie Emblem, LPO.)	0.00 lbs	0.00 lbs	\$475.00
RIA	LPO, All-weather floor liners, contoured (Included and only available with (PCU) All-Weather Liner Package, LPO. Not available with (PCR) All-weather Mat Package, LPO or (VAV) All-weather floor mats, LPO.)	0.00 lbs	0.00 lbs	\$0.00
RIK	LPO, Black nameplates (Included with (PCL) Black Illumination Package, LPO, (PCH) Blackout Package, LPO, (PCQ) Graphics Package, LPO or (PCJ) Tech Bronze Package, LPO. Not available with (WBL) Midnight Package.)	0.00 lbs	0.00 lbs	\$195.00
RYH	LPO, GM NACS Level 2 Adapter residential AC adapter for use on NACS Level 2 chargers, including wall and mobile connectors. Intended for J1772 native inlet vehicle *PRICE TO FOLLOW*	0.00 lbs	0.00 lbs	W/A
RYU	LPO, NACS DC Adapter DCFC adapter for public use on NACS fast charging stations, including Tesla Supercharger, IONNA, EVgo and others. Intended for CCS native inlet vehicle.	0.00 lbs	0.00 lbs	\$275.00
S3I	LPO, Illuminated perimeter rocker lighting (Included with (PCN) Illumination Package, LPO. Not available with (VQK) Custom molded front and rear splash guards LPO.)	0.00 lbs	0.00 lbs	\$595.00
S4X	LPO, Black painted mirror caps (Included with (PCH) Blackout Package, LPO (PCQ) Graphics Package, LPO or (PCL) Black Illumination package. Not available with exterior color (GBA) Black.)	0.00 lbs	0.00 lbs	\$195.00
SD3	LPO, Foldable cargo organizer mat (Included with (PCV) Interior Storage Package, LPO.)	0.00 lbs	0.00 lbs	\$250.00
SD5	LPO, Tire pressure monitor (Included and only available with (VSF/VSJ) 21" LPO wheels.)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
SFE	LPO, Bright wheel locks (Not available with (SPY) Wheel lug nuts, Black, LPO, (SPZ) Black lug nut and wheel lock kit, LPO, (VSF/VSJ) 21" LPO wheels.)	0.00 lbs	0.00 lbs	\$125.00
SFZ	LPO, Black Bowtie Emblem (Included and only available with (PCH) Blackout Package, LPO, (PCQ) Graphics Package, LPO or (PCJ) Tech Bronze Package, LPO. Not available with (WBL) Midnight Package.)	0.00 lbs	0.00 lbs	\$0.00
SHX	LPO, Cargo shelf with divider (Included with (PCI) Active Package, LPO or (PCV) Interior Storage Package, LPO.)	0.00 lbs	0.00 lbs	\$150.00
SKT	LPO, Black wheel center cap (Included and only available with (VSF/VSJ) 21"LPO wheels, (PCH) Blackout package, LPO, (PCQ) Graphics Package LPO or (PCJ) Tech Bronze package, LPO.)	0.00 lbs	0.00 lbs	\$0.00
SPY	LPO, Wheel lug nuts, Black (Included and only available with (VSF/VSJ) 21" LPO Wheels. Included with (SPZ) Black lug nut and wheel lock kit, LPO. Not available with (SFE) Bright wheel locks, LPO.)	0.00 lbs	0.00 lbs	\$0.00
SPZ	LPO, Black lug nut and wheel lock kit, includes 20 lug nuts, 4 locks and 1 key (Included with (VSF) 21" Tech Bronze wheels, LPO or (VSJ) 21" Gloss Black wheels, LPO. Also includes (SPY) Black Lug Nuts LPO. Not available with (SFE) Bright Wheel Locks, LPO.)	0.00 lbs	0.00 lbs	\$0.00
VAV	LPO, All-weather floor mats (Included and only available with (PCR) All-Weather Mat Package, LPO. Not available with (PCU) All-Weather Liner Package, LPO.)	0.00 lbs	0.00 lbs	\$0.00
VQK	LPO, Custom molded front and rear splash guards (Included with (PCI) Active Package, LPO. Not available with (S3I) Illuminated perimeter rocker lighting LPO.)	0.00 lbs	0.00 lbs	\$325.00
VRS	LPO, Cargo security shade (Included with (PCW) Cargo Convenience Package, LPO.)	0.00 lbs	0.00 lbs	\$225.00
VSF	LPO, 21" (53.3 cm) Tech Bronze wheels includes (SKT) Black Wheel Center Cap, LPO, (SD5) Tire pressure monitor, LPO, (SPY) Black lug nuts, LPO and (SPZ) Black lug nut and wheel lock kit, LPO and (QLT) 21" tire (Included with (PCJ) Tech Bronze Package, LPO. Not available with (6K5) Convenience Package II, (WBL) Midnight Package, (SFE) Bright wheel locks, LPO or (VSJ) Gloss Black wheels, LPO. Replaces (RW4) 21" Wheels when ordered.)	0.00 lbs	0.00 lbs	\$2,995.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY ( Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VSJ	LPO, 21" (53.3 cm) Gloss Black wheels includes (SKT) Black wheel Center Cap, LPO, (SD5) Tire pressure monitor, LPO, (SPY) Black lug nuts LPO and (SPZ) Black lug nut and wheel lock kit, LPO and (QLT) 21" tire (Included with (PCQ) Graphics package, LPO. Not available with (6K5) Convenience Package II, (WBL) Midnight Package, (SFE) Bright wheel locks, LPO or (VSF) Tech Bronze wheels, LPO. Replaces (RW4) 21" Wheels when ordered.)	0.00 lbs	0.00 lbs	\$2,995.00
W2D	LPO, Cargo net, vertical (Included with (PCW) Cargo Convenience Package, LPO or (PCI) Active Package, LPO.)	0.00 lbs	0.00 lbs	\$95.00

SHIP THRU CODES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
TVZ	Ship Thru, shipped from Ramos to Canfield for Upfit and then to Lansing Delta for final destination.	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Standard Equipment

Package	Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard (UKT) Front Pedestrian and Bicyclist Braking.)
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Mechanical	
	Engine, none (STD)
	Propulsion, front wheel drive (STD)
	Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection
	Transmission, none (electric drive unit) (STD)
	Electric drive unit, primary, 1 motor, integrated inverter, park system, 76F
	Battery Pack, Propulsion
	Fuel, none
	Emission system zero emission vehicle (ZEV)
	Electronic Precision Shift
	Propulsion, electric, FWD
	Vehicle-to-home (V2H) all V2H-capable GM EV's can provide power to your properly equipped home in a blackout to all equipment groups. (The GM Energy PowerShift Charger and GM Energy V2H Enablement Kit requires an adequately charged and properly equipped GM EV having bidirectional charging capabilities, a properly equipped home, and proper grid interconnection. Some eligible 24MY EVs will require a dealership or over-the-air update to enable bidirectional charging. Weather conditions, life of the battery, vehicle variation and usage, and other external factors may impact the duration of power supply. Power supply may be interrupted. It is not recommended that the following devices be powered with the GM Energy PowerShift Charger and V2H Enablement Kit: Medical Devices.)
	AC Charging, 11.5 kW capable
	Brakes, 17" front and rear sliding caliper disc with DURALIFE rotors with regenerative capability. 4 wheel disc and 4-wheel antilock braking.
	Brake lining, non-asbestos, organic
	Brake rotor, FNC
	Battery, 12V/60AH, 680 ENCCA
	Suspension, Ride and Handling

Exterior	
	Wheels, 19" (48.3cm) (STD)
	Tires, 245/55R19 all-season blackwall (STD)

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Exterior

Wheel, spare, none
Tire, spare, none
Tire Inflator Kit (Included with 19" (48.3 cm) wheel.)
Lamp, front marker, LED
Headlamps, LED, with LED Daytime Running Lamps
Tail lamps, LED
IntelliBeam, automatic high beam on/off
Glass, side front tempered, solar glazing
Glass, privacy
Glass, rear, deep tint
Mirrors, outside power-adjustable, manual-folding
Mirror caps, painted
Wipers, front intermittent
License plate front mounting package (will be forced on orders with ship-to states that require a front license plate)
Door handles, body-color
Liftgate, manual
Recovery hook, front
Recovery hook, rear

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition
Audio system feature, 6-speaker system
SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)
Seat trim, Cloth

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Data Version: 27940. Data Updated: Mar 9, 2026 1:48:00 AM UTC.



Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY ( Complete)

Interior

Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Seat, rear 60/40-split folding
Headrest, rear center
Console, floor, with armrest
Armrest, rear center, with cup holders
Floor mats, front, carpeted
Floor mats, rear, carpeted
Steering column, tilt and telescopic
Speedometer, miles/kilometers, miles odometer
Display, automatic occupant sensing
Driver Information Center, 11" diagonal display
Windows, remote Express-Down, all windows
Remote Start, smartphone app
Adaptive Cruise Control
Theft-deterrent system, unauthorized entry
Power outlets, (2), 12-volt, lower instrument panel and cargo area, auxiliary
USB ports, 2 type-C, Charge/Data ports located on floor console
USB ports, 2 type-C, located on back of center console, charge-only
Google Automotive Services capable
Navigation System through Google built-in compatibility (select service plan required, terms and limitations apply)
Infotainment, High
Air conditioning, single-zone automatic climate control
Air filter, pollutant
Glovebox
Mirror, inside rearview, tilting
Visors, driver and front passenger, sliding

Safety-Mechanical

Enhanced Automatic Emergency Braking
Rear Park Assist

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Safety-Mechanical

- Intersection Automatic Emergency Braking
- Rear Cross Traffic Braking
- Reverse Automatic Braking
- Front Pedestrian and Bicyclist Braking

Safety-Interior

- Airbags, frontal, knee and seat-mounted side-impact for driver and front passenger and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Airbag, Passenger Sensing System, sensor indicator inflatable restraint front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
- Forward Collision Alert
- Following Distance Indicator
- Lane Keep Assist with Lane Departure Warning, enhanced
- Blind Zone Steering Assist
- HD Rear Vision Camera
- LED Reflective Windshield Collision Alert
- Safety Alert Seat
- Seat belt, front passenger presence detector
- Seat belt restraint pretensioner, rear
- Restraint provision-retractor, automatic locking
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Restraint provisions, child, Isofix 2 point only, point/latch includes 2 top tether points
- Rear Seat Reminder
- Rear Seat Belt Indicator
- Lock control system, passive entry, extended range

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Vehicle: [Retail] 2026 Chevrolet Equinox EV (1MB48) 4dr LT1 w/PCY (Complete)

Safety-Interior

Door locks, rear child security
Side Bicyclist Alert
Horn, dual-note
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

LT 1 (Required on LT w/PCY trim. Includes standard equipment.)
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WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: June 8, 2026

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Related to Various Traffic Signal Studies

APPROVALS:

Joe Begeny
Shanette Strickland
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR ENGINEERING DESIGN SERVICES RELATED TO VARIOUS TRAFFIC SIGNAL STUDIES

WHEREAS, EMH&T will provide engineering design services related to traffic signal studies and design/bidding work for Taylor Road and Slate Ridge Elementary School entrance and Rosehill and Retton Road; and

WHEREAS, the City has identified these areas as high priority given the increased number of motor vehicles utilizing these thoroughfares, as well as pedestrians walking to/from the adjacent/nearby school campuses; and

WHEREAS, the total cost for engineering design services is \$140,000.00, which shall be funded through the City's CIP Fund (410).

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

SECTION I . That the Mayor is hereby authorize to enter into a contract with EMH&T for

engineering design services related to traffic signal studies and design/bidding work at Taylor Road and Slate Ridge Elementary School entrance and Rosehill and Retton Road.

SECTION 2. That an amount of \$140,000.00 be appropriated from the unappropriated Capital Improvement Project Fund (410) to project account 410.000.0210.5659 Miscellaneous Infrastructure Taylor Road and Slate Ridge Elementary School entrance and Rosehill and Retton Road Traffic Signal Study and Design.

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



April 27, 2026

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

Subject: Reynoldsburg Traffic Signal Improvements
Taylor Road at Slate Ridge Elementary School
Rosehill Road at Retton Road

Dear Mayor Begeny,

EMH&T is pleased to submit this proposal for the design of new traffic signals at the intersections of Taylor Road/Slate Ridge Elementary School and Rosehill Road/Retton Road.

Scope of Services

EMH&T's scope of professional services will include survey, design, and coordination to successfully advance the project through the design phase. The following tasks are anticipated:

1. Survey & Basemapping

- a. Topographic Survey
 - i. Survey roadway features to include edge of pavement, edge of shoulder, top and bottom of curb, etc.
 - ii. Field locate existing features including but not limited to: pavement, drives, walkways, sidewalks, paths, within the project limits.
 - iii. Field locate utilities when marked such as storm, sanitary, gas, water, electrical, power poles, transformers, pull boxes and communications.
 - iv. Set project control/benchmarks as applicable and give the corresponding coordinate data and information with reference to a County published benchmark.
- b. Boundary Survey
 - v. Research available public records such as deeds, plats, right-of-way plans and surveys on file at the County Engineer's Office as applicable, to aid in the retracement of the boundary survey of the subject tract.
 - vi. Establish the right-of-way lines based upon the above research in combination with field located boundary markers.
 - vii. 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.

- c. Request plans and markings of underground utilities through the Ohio Utilities Protection Service.
- d. Prepare topographic and boundary basemaps in AutoCAD for use in design and plan production.

2. Construction Plans

Under this scope, we will create detailed construction plans.

- a. Detailed Design and Preparation of a Construction Plan including the following components:
 - i. Title Sheet
 - ii. Schematic Plan and Project Control
 - iii. General Notes & Legend
 - iv. General Summary
 - v. Traffic Maintenance Notes
 - vi. Intersection details
 - vii. Traffic Signal Plan and Notes#
 - viii. Street Lighting Modification Plans and Notes#

Fees for signal and lighting plans include subconsultant fees for electrical engineer review of power distribution and grounding/bonding.
- b. A cost opinion will be prepared and submitted with the 90% plan submission. Unit prices will be based upon historical bid data.
- c. Plans and Opinion of Construction Cost can be submitted at 90% complete, and Final. A disposition of comments will be provided with each plan submission as applicable.

3. Project Meetings and Coordination

We will advocate for the advancement of the project through the following services.

- a. Attend meetings as directed by the City, including but not limited to preparation, travel, attendance, and documentation of meeting notes. A budgetary fee is provided in the Compensation section below assuming a total of 2 meetings.
- b. Prepare exhibits for coordination/meetings. Including right-of-way exhibits.
- c. Prepare a Gantt chart project schedule upon authorization and periodically update the schedule throughout the life of the project.
- d. Provide general project coordination, quality control, and oversight throughout the design phase of the project.

On behalf of the City, EMH&T will coordinate with private utility companies throughout the design phase of the project. We will ask private utility companies to verify that their facilities are shown completely and accurately on the plans and work with their designers to identify conflicts and plan for adjustments. Our services will include the following tasks:

- e. Submit plans to private utility companies (electronic submittal).
- f. Assist utility companies in identifying conflicts and determining appropriate mitigation.
- g. Review relocation plans as applicable.

On behalf of the City, EMH&T will provide coordination and agency consultation services with Etna Township and the Licking County Engineer related to the proposed traffic signal at Slate Ridge Elementary School. These services will include:

- h. Preparation and electronic submittal of design plans to the Licking County Engineer for review and comment, response to agency comments, and participation in coordination meetings as required to advance the project.
- i. Assumes a total of two (2) coordination meetings and two (2) plan submittals.

4. Bidding Services

- a. EMH&T will prepare bidding and contract documents using the City's Bid Express platform. This will include any additional bid requirements identified by the funding source.
- b. EMH&T will review the bidder questions and prepare bid addenda as needed during the bidding process.
- c. We will review bids, prepare a bid tabulation, and make an award recommendation following the receipt of bids.
- d. Conformed contracts will be prepared and delivered to the City-selected contractor for signatures prior to the preconstruction meeting.

5. Legal Descriptions & Exhibits

Legal descriptions and exhibits will be prepared for warranty deeds/easements for traffic signal improvements. For the purposes of this proposal, we have assumed a total of 8 descriptions at 2 locations with accompanying boundary exhibits.

6. Construction Phase Services

It is our understanding the City is requesting that EMH&T provide a budgetary allowance for design support during construction. The scope of work to be performed under this allowance is as follows:

- a. Review shop drawings and material submittals as requested by the City / contractor. Provide review comments with recommendations.
- b. Review design-related requests for information (RFI) from the contractor as requested by the City and prepare responses.
- c. Conduct periodic site observation services as needed to respond to contractor requests for clarification and perform submittals reviews.
- d. Attend preconstruction and other construction phase meetings as requested by the City.
- e. Provide limited utility coordination during construction. EMH&T will hand off management of any private utility relocation to the City's CA/CI consultant but will be available to answer questions or help resolve issues at the request of the City.
- f. On-going right-of-way acquisition support such as staking right-of-way or preparing additional legal descriptions on properties already surveyed.
- g. Prepare record drawings using red-line mark-ups provided by the City's CA/CI consultant.

These allowances are budgetary estimates for consultation during construction based on similar recent projects. EMH&T will provide services to support the construction phase in a task-oriented manner as directed by the City and to the level of effort desired by the City and limited by available budget.

Fee

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

No.	Description	Fee
1.	Survey & Basemapping	\$16,000
2.	Construction Plans	\$75,900
3.	Project Meetings and Coordination	\$14,000
4.	Bidding Services	\$8,000
5.	Legal Descriptions & Exhibits	\$4,000
6.	Construction Phase Services	\$22,500
Total Fee		\$140,400

The fees listed above include labor, direct costs, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt. Invoices will be prepared in a time-and-materials format based upon the progress of work and accrued fees. Labor rates will be in accordance with our current Master Services Agreement with the City.

Clarifications and 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 City or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the City 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 general items are not included as a part of this proposal:

1. All environmental services
2. Right-of-way and/or easement acquisition including Right-of-way plans
3. Traffic data collection, analysis, studies, or signal warrants.
4. All landscape improvement plans
5. Subsurface utility investigations or "test holes" (Assumes that private utilities will perform their own locates, as needed)

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

Right-of-Entry

It is understood that the Client hereby grants EMH&T, Inc. or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject project.

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

If this description and estimated fee meet with your approval, please authorize with your signature below. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4209.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Mitchell Yake, PE
Project Manager

Cc: Jason Smallwood, PE – EMH&T

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name