



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

City Council

Council Meeting

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, July 10, 2023

6:30 PM

Council Chambers

- 1. CALL TO ORDER**
- 2. INVOCATION - Pastor Aaron DeLong of Simple Church**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF AGENDA**
- 6. APPROVAL OF MINUTES**

- a. Regular Meeting Minutes of June 26, 2023

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

- a. Presentation by YMCA Staff - Status Update

8. REPORTS

a. Liquor Permit - HET Convenience

1. Discussion of Liquor Permit Presentations

b. Development, Parks & Recreation Committee

1. An Ordinance Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils
2. An Ordinance Authorizing the Mayor to Enter into a Contract with Ironsite Inc. for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency

3. An Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for Construction Phase Engineering Services for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency

c. Public Safety, Law & Courts Committee

1. An Ordinance Authorizing the Mayor to Enter into a Contract with Flock Safety for the Installation and Maintenance of Security Traffic Cameras in the City of Reynoldsburg, Waive Competitive Bidding, and Declaring an Emergency

d. Public Service & Transportation Committee

1. An Ordinance to Amend Chapter 975 Refuse Collection for the Codified Ordinances of the City of Reynoldsburg
2. An Ordinance to Amend Chapter 1305 Permits and Fees, Sections 1305.01 Fee Schedule, 1305.02 Plumbing Permits, 1305.03 Permit Addresses, 1305.04 Certificate of Occupancy, 1305.05 Demolition Permits, 1305.06 Re-Inspection, 1305.07 Contractor Registration, and 1305.08 Granting and Revoking of Permits of the Codified Ordinances for the City of Reynoldsburg
3. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Design Services for the 2024 Street and Sidewalk Maintenance and Repair Program (Design Services) and Appropriating Funds, and Declaring an Emergency
4. An Ordinance Authorizing the Mayor to Enter into an InterGovernmental Agreement with the Franklin County Board of Commission and the Franklin County Engineer for Waggoner Road Improvements, and Declaring an Emergency

e. Finance & Administration Committee

1. An Ordinance to Amend Chapter 141, Section 141.01 Compensation for the Mayor, Chapter 143, Section 143.01 Compensation for the City Auditor and Chapter 147, Section 147.03 Compensation for the City Attorney of the Code of Ordinances for the City of Reynoldsburg, Ohio
2. An Ordinance to Amend Chapter 175 Purchasing and Contracting Procedures of the Codified Ordinances of the City of Reynoldsburg
3. An Ordinance Directing the City Auditor and Staff to Engage, Contract, and Fully Cooperate with a Consultant Specializing in Management, Human Resources Consulting, and Corporate Teambuilding to Promote and Improve Cooperation and Positive Coordination in the Office of the City Auditor, Appropriating Funds Therefor, and Declaring an Emergency

9. CONSENT AGENDA FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the Mayor to Purchase Windows for the Administration Building, Appropriate Funds, Waive Competitive Bidding, and Declaring an Emergency
- b. An Ordinance Directing the City Auditor and Staff to Engage, Contract, and Fully Cooperate with a Consultant Specializing in Management, Human Resources

Consulting, and Corporate Teambuilding to Promote and Improve Cooperation and Positive Coordination in the Office of the City Auditor, Appropriating Funds Therefor, and Declaring an Emergency

10. CONSENT AGENDA FOR FIRST READING

- a. An Ordinance Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with Ironsite Inc. for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency
- c. An Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for Construction Phase Engineering Services for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency
- d. An Ordinance Authorizing the Mayor to Enter into a Contract with Flock Safety for the Installation and Maintenance of Security Traffic Cameras in the City of Reynoldsburg, Waive Competitive Bidding, and Declaring an Emergency
- e. An Ordinance to Amend Chapter 975 Refuse Collection for the Codified Ordinances of the City of Reynoldsburg
- f. An Ordinance to Amend Chapter 1305 Permits and Fees, Sections 1305.01 Fee Schedule, 1305.02 Plumbing Permits, 1305.03 Permit Addresses, 1305.04 Certificate of Occupancy, 1305.05 Demolition Permits, 1305.06 Re-Inspection, 1305.07 Contractor Registration, and 1305.08 Granting and Revoking of Permits of the Codified Ordinances for the City of Reynoldsburg
- g. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Design Services for the 2024 Street and Sidewalk Maintenance and Repair Program (Design Services) and Appropriating Funds, and Declaring an Emergency
- h. An Ordinance to Amend Chapter 175 Purchasing and Contracting Procedures of the Codified Ordinances of the City of Reynoldsburg
- i. An Ordinance Authorizing the Mayor to Enter into an InterGovernmental Agreement with the Franklin County Board of Commission and the Franklin County Engineer for Waggoner Road Improvements, and Declaring an Emergency

11. CONSENT AGENDA FOR SECOND READING

- a. An Ordinance Authorizing the Mayor to Purchase Two Watchguard Systems for the Police Department and Appropriate Funds Therefor
- b. An Ordinance to Amend Chapter 141, Section 141.01 Compensation for the Mayor, Chapter 143, Section 143.01 Compensation for the City Auditor and Chapter 147, Section 147.03 Compensation for the City Attorney of the Code of Ordinances for the City of Reynoldsburg, Ohio

12. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Authorizing the Mayor to Enter into a Contract for a Guaranteed Maximum Cost Reimbursement Agreement and Operating/Maintenance Agreement with the City of Columbus for Property Located at 1455 Brice Road
- b. An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department

13. OTHER COUNCIL MATTERS

14. UPCOMING MEETINGS

- a. July 20, 2023 Planning & Zoning Board
July 24, 2023 Council
August 3, 2023 Planning & Zoning Board
August 10-12, 2023 Reynoldsburg Tomato Festival
August 17, 2023 Planning & Zoning Board
Council is on recess the month of August

15. ADJOURNMENT

ADJOURNMENT



**MINUTES
REYNOLDSBURG City Council
June 26, 2023**

CALL TO ORDER

INVOCATION - President Angie Jenkins

PLEDGE OF ALLEGIANCE

Presentation of the Colors by Cub Scout Pack 277

ROLL CALL

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson
Rowe
ABSENT:

APPROVAL OF AGENDA

There are several changes to the agenda. Under Item 10 Reports, e. Public Service and Transportation Committee, #1 is removed from the agenda and #2 has changed from a resolution to an ordinance. #2 has also been added to Item 13 Consent Agenda for First Reading as item b. Item c under Item 11 Resolution - Consent Agenda has been removed. If there are no other changes, the agenda stands approved as amended.

APPROVAL OF MINUTES

Regular Meeting Minutes of June 12, 2023

The regular meeting minutes of June 12, 2023 were approved as submitted.

COMMUNITY COMMENTS

Keith Benner 1200 Creekside Place

Mr. Benner stated that based on the meeting minutes from June 12th, it was discussed in the Finance Committee that the Ordinance to increase salaries would be brought back for another work session, yet it is listed on the agenda as a first reading. He explained that he doesn't really have an issue with the Ordinance but believes that there is more to discuss and should not be rushed. He also explained that he would like work sessions to be more work and have more questions to better understand the legislation.

Councilmember Lawson-Rowe

Councilmember Lawson-Rowe thanked all those who were able to attend or volunteer at the Juneteenth event. She told a story about a woman who had her glucose levels checked by one of the health vendors at the event where they realized that her glucose level was over 600. They were able to get her the medical attention she needed and possibly saved her from long-term health issues. Councilmember Lawson-Rowe reiterated that this was an example of why they invite medical professionals to events like this because people in the African American community should strive to take better care of themselves.

Councilmember Baker thanked Councilmember Lawson-Rowe and Jennifer Clemens for their work on this event.

Mayor Begeny

Mayor Begeny stated that he received the most recent number from the Columbus Realtors Association with some interesting information specific to Reynoldsburg like the sale price of a house has increased 5% and the number of days a house stays on the market has actually gone down from 19 days to 12 days. Which shows that the market is still very hot.

Mayor Begeny also have a huge shout out to staff and all those who have helped with the events and activities going on throughout the summer which is a very busy season for the City.

Mayor Begeny exclaimed that on Friday they found out they were receiving a grant that had been applied for around 18 months prior to improve sewer capacity on the eastern side of town. This grant will allow for more commercial development in the area so that is exciting news. The grant was awarded from the Governor's office and we were awarded \$1.3 million.

Mayor Begeny gave a reminder about the fireworks on Monday at Civic Park and Tuesday for the 4th of July parade.

COMMUNICATIONS

Treasury Board June Minutes

MOTIONS

A Motion to Reconsider Ordinance No. 57-2023 an Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades Including Chapter 160.02 (a) Administration, Chapter 160.02 (f) Police Department, Chapter 160.02 (g) (2) Building Division for the City of Reynoldsburg, Ohio

Following the passage of this Ordinance at the June 12th meeting, it was determined that a correction needed to be made to one of the job positions (Electrical Inspector) and a clarification to the definition of Employee - Three-Quarter Time.

Councilmember Salvati made a motion to reconsider Ordinance No. 57-2023. Second by Councilmember Pyakurel. Motion carried.

We now need a motion to amend Ordinance No. 57-2023, An Ordinance to Amend Chapter 160, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades Including Chapter 160.02 (a) Administration, Chapter 160.02 (f) Police Department, Chapter 160.02 (g) (2) Building Division for the City of Reynoldsburg, Ohio in order to adjust the position status of the Electrical Inspector and clarify the definition for Employee – Three-Quarter Time.

Councilmember Salvati made a motion to amend Ordinance 57-2023. Second by Councilmember Pyakurel. Motion carried.

Cotner – Yes; Baker- Yes; Bryant – Yes; Strickland – Yes; Salvati – Yes; Pyakurel – Yes; Lawson-Rowe – Yes; Jenkins - Yes

Councilmember Pyakurel made a motion to approve Ordinance 57-2023 as amended. Second by Councilmember Salvati. Motion carried.

Cotner – Yes; Baker- Yes; Bryant – Yes; Strickland – Yes; Salvati – Yes; Pyakurel – Yes; Lawson-Rowe – Yes; Jenkins - Yes

REPORTS

Liquor Permits

Liquor Permit Everest Fusion

This application is for the transfer of a liquor permit from Brothers Sports & Bar LLC, located at 6563 E. Livingston Ave to Everest Fusion, LLC. The statutory agent will be Ramesh Thapa. The permit is for a class D5, which allows for on/off sales of beer, wine, pre-packaged low proof mixed beverages, and on premises only consumption of high proof spirits all until 2:30am. The Ohio Dept. of Liquor Control did advise Brothers Sports & Bar LLC has a current tax violation that will stop the new permit from being transferred and issued; however, there are no grounds for a municipal objection and we do not recommend requesting a hearing.

West Licking Fire District Report

Councilmember Baker stated that this includes stats for their recent services. He explained that they continue to do great work throughout the City.

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for June 26, 2023.

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

A Resolution Authorizing the Mayor to Enter into Contract with Burcor Fencing LLC for Fence Replacement for Craig Spangler Memorial Field

Director Bauman stated that they received 2 bids for this project with Burcor Fencing being the best and lowest option. She explained that they are not requesting funds because it was included in the budget for 2023 so they are just

requesting authorization to sign the contract.

Councilmember Pyakurel moved to forward this Resolution to Council for approval. Second by Councilmember Lawson-Rowe. Motion carried.

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

Director Bauman explained that this vehicle was transferred from the building department to the parks department but the transfer paperwork was never completed. She stated that the truck has been removed from service by a mechanic because of rust and other issues so it now needs to be removed from the fixed asset list. The truck will be placed GovDeals.com and if it does not sell it will be scrapped.

Councilmember Pyakurel moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for June 26, 2023.

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

An Ordinance Authorizing the Mayor to Purchase Two Watchguard Systems for the Police Department and Appropriate Funds Therefor

Deputy Chief Grizzell explained that they received a JAG grant to purchase two new flock cameras but the commissioners disagreed to the use of that money and requested that it be used to purchase something else. They are now requesting to purchase two WatchGuard systems for the cruisers. She explained that the money would need to be appropriated from the general fund and would be reimbursed by the grant.

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

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for June 26, 2023.

Members in attendance are: Councilmember Baker, Councilmember Cotner,

Councilmember Lawson-Rowe, Chair Strickland, and President Jenkins.

An Ordinance Authorizing the Mayor to Purchase Windows for the Administration Building, Appropriate Funds, Waive Competitive Bidding, and Declaring an Emergency

Mayor Begeny explained that this Ordinance is to replace windows that have structural defects that are causing the windows to leak to try to limit damage done to City Hall.

Councilmember Strickland moved to forward this Resolution to Council for approval. Second by Councilmember Baker. Motion carried.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for June 26, 2023.

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

An Ordinance to Amend Chapter 141, Section 141.01 Compensation for the Mayor, Chapter 143, Section 143.01 Compensation for the City Auditor and Chapter 147, Section 147.03 Compensation for the City Attorney of the Code of Ordinances for the City of Reynoldsburg, Ohio

Councilmember Salvati stated that at any point along the way, they can keep this item in committee to continue to discuss it. He explained that he does not want to rush this legislation and wants to continue conversations about it. Councilmember Salvati also reiterated that there does have to be some timeliness of this Ordinance since it is already June and this item would need to be included on the ballot. Councilmember Salvati explained that he did an extensive amounts of research on this topic and even took the time to think about what the actual duties are of these positions to make sure that they are being compensated for the real work they are doing and not the person doing the job. He stated that he agrees with how the Ordinance is currently written based on his research and what was passed in the past. He explained that most jobs have increases for cost of living changes and believes that these positions should also increase as cost of living does. He explained that he does understand the difference between mayors and city managers and what the different qualifications and requirements are to hold those positions but city managers are making significantly more, if not double, what the mayor is currently making. He stated that we cannot up the mayors salary to \$200k but does believe that the 2% yearly increase would keep them more in line with those in similar positions.

Councilmember Strickland stated that she also did some research since last Council to better understand what was being proposed. She explained that she agrees with what the Ordinance has proposed and they should move forward. She stated for clarification, that the previous Council passed an Ordinance in 2017 for only the Auditor to receive a 2% raise a year until 2020.

Councilmember Pyakurel stated that he believes the City should have more competitive wages and should increase with the rise in cost of living.

President Jenkins stated that since an increase has not been given in so long, an increase is now due especially with the increase in cost of living in the last 10 years. She explained that there is a gap in our wages compared to similar cities.

Councilmember Baker stated that he believes those who do the hard work should be rewarded. He believes that current Mayor and City Attorney have done plenty of hard work and deserve to be compensated for it. He stated that our City has continuously gotten better over the last 4 years because of their hard work and they deserve to be recognized for it. He also believes that to get the best you have to pay for the best.

Councilmember Cotner stated that this isn't really a raise to compensate for the last 10 years. He explained that then they ran for office 4 years ago they knew what the salary was going to be, so it isn't as though our current elected officials haven't received a raise in 10 years. He stated that a near 30% salary increase is not the answer when taxpayers have stated that they want more money invested in our community and roads. He explained that there is a difference between appointed positions and elected officials and that needs to be acknowledged in this discussion. He stated that he agrees with cost of living increase going forward and agrees with the 2% per year increase but it is not necessary to go back 10 years and compensate for that time lost. He explained he cannot get behind that large of an increase because it is not fair to tax payers. He reiterated that it just does not make sense and especially doesn't make sense if the Auditor isn't included if it's a cost of living raise.

Councilmember Salvati stated that he respects and totally understands what Councilmember Cotner is saying and does not want his comment to be seen as a direct attack on his comments. He stated that he does slightly disagree but that that is his personal opinion on the matter. He explained that at his day job, which is not an elected position, they do yearly cost of living raises but every 10 years or so they will do a survey of their field and positions to ensure that they are still competitive in their wages. With this in mind, he reiterated that he does personally agree with looking back over the last 10 years to ensure that they are being compensated correctly.

Councilmember Strickland stated that most people on Council still have to work their normal 9-5 jobs but are still more fortunate than others to be elected into these positions. She explained that the elected officials that work full time are there because this is what they love to do and they care about the City. She stated that if the City has the money then they should be awarded for the work they are doing.

Councilmember Cotner stated in reference to Councilmember Salvati's statement, that the public and private sector are very different. In the public sector, they cannot receive bonuses so he does agree with the cost of living increase going forward. He still reiterated that he does not agree with going back 10 years to retroactively increase salaries. He stated that he does not intend this statement to be argumentative because he appreciates that Councilmember Salvati always comes to Council well read on the issues and presents facts rather than opinions when discussing legislation. Councilmember Salvati stated that he just appreciates the good discussion and hopes that these increases attract high quality candidates in the future.

Councilmember Baker stated that he understands the sticker shock in seeing the salary increases, but disagrees with the idea that they know what salary they will be receiving when they run for office, therefore they don't deserve raises. He explained that in 2017 when they passed the increase in salary for the Auditor, he doesn't remember much push back on that even though they had also just passed a tax increase to fix the roads. He commented that now that they are trying to pass similar legislation for the Attorney and Mayor, they are receiving push back for a very similar item. Councilmember Baker reiterated that the Attorney and Mayor have gone above and beyond what the position requires and believes they should be compensated for their good work.

Councilmember Salvati requested that this continue to stay in committee throughout the voting process.

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

RESOLUTIONS - CONSENT AGENDA

RESULT:	Passed (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Pyakurel
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

A Resolution Authorizing the Mayor to Enter into Contract with Burcor Fencing LLC for Fence Replacement for Craig Spangler Memorial Field

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

CONSENT AGENDA FOR EMERGENCY ADOPTION

RESULT:	Passed (UNANIMOUS)
MOVER:	Strickland
SECONDER:	Pyakurel
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

An Ordinance Authorizing the Mayor to Purchase Four (4) Ford Explorer Police Cruisers for the Reynoldsburg Police Department, Appropriate Funds, Waive Competitive Bidding and Declaring an Emergency

An Ordinance to Accept a Right-of-Way Deed from Trivium Reynoldsburg Development, LLC, and Declaring an Emergency

An Ordinance to Accept a Right-of-Way Deed from DMAK Properties II, LLC, and Declaring an Emergency

An Ordinance Authorizing the Appropriation of Additional Funds for the Mechanic Department, and Declaring an Emergency



An Ordinance Authorizing the Mayor to Appropriate Additional Funds for the Franklin County Board of Health, and Declaring an Emergency

An Ordinance Authorizing the City Auditor to Pay Various Ohio Public Works Commission Loan Projects, and Declaring an Emergency

An Ordinance Adopting the Tax Budget for the City of Reynoldsburg, Ohio for the Fiscal Year Beginning 2024, and Declaring an Emergency

CONSENT AGENDA FOR FIRST READING

An Ordinance Authorizing the Mayor to Purchase Two Watchguard Systems for the Police Department and Appropriate Funds Therefor

An Ordinance Authorizing the Mayor to Purchase Windows for the Administration Building, Appropriate Funds, Waive Competitive Bidding, and Declaring an Emergency

An Ordinance to Amend Chapter 141, Section 141.01 Compensation for the Mayor, Chapter 143, Section 143.01 Compensation for the City Auditor and Chapter 147, Section 147.03 Compensation for the City Attorney of the Code of Ordinances for the City of Reynoldsburg, Ohio

CONSENT AGENDA FOR SECOND READING

**An Ordinance Authorizing the Mayor to Enter into a Contract for a
Guaranteed Maximum Cost Reimbursement Agreement and
Operating/Maintenance Agreement with the City of Columbus for Property
Located at 1455 Brice Road**

**An Ordinance Authorizing the Auditor to Appropriate Funds to Various
Accounts for the Police Department**

CONSENT AGENDA FOR THIRD READING

RESULT:	Passed (UNANIMOUS)
MOVER:	Baker
SECONDER:	Pyakurel
AYES:	Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson Rowe

**An Ordinance to Approve the Final Plat for the Eastwood Phase 1
Development**

**An Ordinance Accepting Funds from the Sale of a Police Department
Motorcycle**

**An Ordinance to Certify Special Assessments for Sidewalk Repairs and
Replacement Cost (2022)**

OTHER COUNCIL MATTERS

Councilmember thanked RPD for attending and working the Juneteenth event. He also thanked doctors, nurses, teachers, and retail workers who do great work.

UPCOMING MEETINGS

July 4, 2023 July 4th Celebration City Offices Closed
July 6, 2023 Planning & Zoning Board
July 10, 2023 City Council
July 20, 2023 Planning & Zoning Board
July 24, 2023 City Council

ADJOURNMENT



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: Liquor Permit - HET Convenience

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Transfer of C1 and C2 permits

NOTICE TO LEGISLATIVE
AUTHORITY

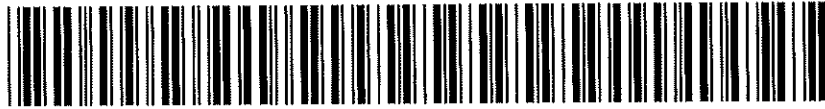
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

3807608		TRFO		HET CONVENIENCE LLC	
PERMIT NUMBER		TYPE		DBA AMERISTOP FOOD MART	
02	01	2023		495 LANCASTER RD	
ISSUE DATE				REYNOLDSBURG OH 43068	
06	20	2023			
FILING DATE					
C1	C2	PERMIT CLASSES			
25	220	B	F29745		
TAX DISTRICT		RECEIPT NO.			

FROM 06/23/2023

1376607				CFM 29330 INC	
PERMIT NUMBER		TYPE		DBA AMERISTOP FOOD MART	
02	01	2023		495 LANCASTER RD	
ISSUE DATE				REYNOLDSBURG OHIO 43068	
06	20	2023			
FILING DATE					
C1	C2	PERMIT CLASSES			
25	220				
TAX DISTRICT		RECEIPT NO.			



MAILED 06/23/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/24/2023

IMPORTANT NOTICE

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

B TRFO 3807608

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

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

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

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

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

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

An Equal Opportunity Employer and Service Provider



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Accepting, Approving, and Ratifying the Submitted Recommendations of Several City of Reynoldsburg Tax Incentive Review Councils

APPROVALS:

Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

**AN ORDINANCE ACCEPTING, APPROVING, AND RATIFYING THE SUBMITTED
RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW
COUNCILS**

WHEREAS, the City of Reynoldsburg, Ohio has the statutory authority to create various zones that provide economic development incentives, which include Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City may consider entering into agreements with private sector entities engaged in economic development, which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, ORC 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between the City and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement in its zone on an annual basis for the preceding year concluding on December 31st; and

WHEREAS, the recommendation of each TIRC is required to be acted on by Council within 60-days of receiving the recommendation.

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

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2021 have done so and have forwarded their recommendations to City Council.

SECTION 2. That Council hereby accepts, approves, and ratifies the TIRCs' recommendations from the following TIRCs listed below:

- a. Brice Road TIF - accept report and continue agreement
- b. Taylor Square TIF - accept report and continue agreement
- c. Taylor Road TIF #1 - accept report and continue agreement
- d. Taylor Road TIF #2 - accept report and continue agreement
- e. Summit Road TIF - accept report and continue agreement

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

Reynoldsburg

MINUTES

2023 FAIRFIELD COUNTY TIRC THURSDAY, JUNE 15, 2023

PLACE: Virtual Zoom Meeting

1. Dr. Carri Brown, Fairfield County Auditor

Dr. Carri Brown called the meeting to order at 2:00pm

Present: Carri Brown, Vince Carpico, Jeff Porter, Anthony Iachini, Chris Shook, Shanette Strickland, Vince Utterback, Kelly Sarko, and Cherrelle Turner

Please refer to the sign-in sheet for additional interested participants that were present.

Per ORC 57.0985, the county must select a vice-chair.

Mr. Shook nominated Jeff Porter, seconded by Vince Utterback; nine affirmative votes, no negative votes; the Motion carried

2. Approval of 2022 Minutes

Vince Utterback made a motion to approve the Minutes, seconded by Chris Shook; nine affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Ms. Crawford: In 2022, we received \$1.6 Million. We paid the schools \$942,000. On our debt service, we paid \$573,900 and that debt will be paid in full December 1, 2023. After all the debt was paid, the balance was \$573,900.

Mr. Meyer: We are evaluating the area to see if we have some projects that we could use the TIF. We are looking at a drainage ditch that runs along 256.

Dr. Brown asked for an update on the nondiscriminatory hiring practices.

Mr. Shook: We have received no complaints from the employers in the TIF area. We are seeking Certificates of Compliance from each parcel owner and as soon as we are in receipt of those, we will share with the county,

Chris Shook made a motion to accept the report of the Taylor Square TIF, seconded by Vince Carpico; nine affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Jeff Porter made a motion to adjourn the meeting, seconded by Vince Utterback.

Dr. Carri Brown adjourned the meeting at 2:09 pm.

TAYLOR SQUARE TAX INCREMENT FINANCING

Phase I and II	1st Half 2022	2nd Half 2022	TOTALS TO DATE
Total Phase I Collected	600,627.40	589,423.91	21,329,924.41
Total Phase II Collected	238,024.83	187,171.00	9,807,095.97
TOTAL COLLECTED	838,652.23	776,594.91	31,137,020.37

Effective Class II % to School 62.90% 62.90%

Subaccounts	1st Half 2022	2nd Half 2022	
Phase I Reserve			229,283.89
Phase I Debt Service	600,627.40	589,423.91	21,100,640.52
Phase II School Revenue	149,717.62	117,730.56	6,824,482.64
Phase II Debt Service	88,307.21	69,440.44	2,982,613.32
	838,652.23	776,594.91	31,137,020.37

Fund 970 (TIF)	1st Half 2022	2nd Half 2022	
Fund 970 Beginning Balance	870,248.91	884,314.30	
Total Collected	838,652.23	776,594.91	31,137,020.37
Paid To Schools	-824,586.84	-117,730.56	-17,664,444.78
Transferred to Debt Service		-573,900.00	-12,614,021.26
Debt Payments paid from Tax Revenues	0.00		0.00
Fund 970 Ending Balance	884,314.30	969,278.65	
Fund 970 reserve			

Payments to School District	1st Half 2022	2nd Half 2022	
Phase II School Revenue (30 days after receipt)	149,717.62	117,730.56	
Annual Balance (30 days after calendar year)		773,898.96	

Service Payment Deficiencies	2022
Phase I Owner's Parcel (i)	769,066.92
Phase I Property (ii)	1,190,051.31
Credited Payments (iii)	1,347,798.96
Debt Payment Required	573,900.00
Debt Service Deficiency	0.00
Target Deficiency	0.00
Amount Due From Owner	0.00

Reynoldsburg

MINUTES

2023 FRANKLIN COUNTY TIRC THURSDAY, JUNE 15, 2023

PLACE: Virtual Zoom Meeting

1. Michael Stinziano, Franklin County Auditor

Michael Stinziano called the meeting to order at 1:30 pm.

Present: Michael Stinziano, Kelan Craig, Carlie Boos, Chris Shook, Shanette Strickland, Jason Nicodemus, Pat Mahaffey, and Cherrelle Turner

Per ORC 57.0985, the county must select a vice-chair.

Mr. Stinziano recommended Carlie Boos. Moved by Chris Shook, seconded by Jason Nicodemus; seven affirmative votes, no negative votes; the Motion carried.

2. Approval of 2022 Minutes

Jason Nicodemus made a motion to approve the Minutes, seconded by Carlie Boos; seven affirmative votes, no negative votes; Minutes stand approved.

3. Brice Road TIF

Ms. Crawford: We received the Home Depot money of \$137,593 and the Rite-Aid/Walgreens of \$2,744. Our debt for this TIF will be paid off December of 2023. We are current on this TIF.

Carlie Boos made a motion to accept the report of the Brice Road TIF, seconded by Kelan Craig; seven affirmative votes, no negative votes; the Motion carried.

4. Broad Street TIF (Ord 103-2018)

Mr. Meyer: We have been receiving communication from the state that this is very close to being approved.

5. * Brice Main TIF (Ord. 102-2018)

Mr. Meyer: This is the same as the Broad Street TIF; we expect this approved soon.

6. * Waggoner Road Incentive District TIF (92-2020)

Mr. Meyer: This has not met the threshold yet to trigger this. We do expect that to happen next year.

7. * East Main Street TIF (56-2004)

Mr. Meyer: This is an error on the agenda as this TIF has expired.

8. * Wilson Ridge and Rosehill Incentive District TIF (Ord. 10-2023)

Mr. Meyer: This has 128 units, but we have not been able to collect funds on this yet.

9. * East Main CRA (59-2022)

Mr. Meyer: This TIF is a little over 30 acres. This project has received an abatement that is a 62,000 sq. ft. office building that is under construction.

10. * East Main CRA – Project Reynoldsburg MOB LLC

Mr. Shook: This

11. * Pre 94 CRA (Ord. 60-84, 95-86, 61-89, 134-89, 89-92, Combined 26-97)

Mr. Meyer: There is no active abatement in this CRA at this time.

12. Comments and Closing

Mr. Stinziano adjourned the meeting at 1:39 pm

Brice - Main Corridor TIF

Total Net TIF Collections		1st Half 2022	2nd Half 2022	Totals To Date
Home Depot Settlement		0.00	137,593.51	3,314,467.00
Home Depot 10% Rollback				82,702.46
Walgreens Settlement		2,744.04	0.00	1,163,231.64
Walgreens 10% Rollback				11,341.45
Gross Collection		2,744.04	137,593.51	4,571,742.55
Less:				
Aud/Treas Fees		340.66	1,556.24	48,331.52
Delinquent Tax Collection (5%)				15,487.70
Net Distribution		2,403.38	136,037.27	4,507,923.33

Effective Class II % to School	57.08%	57.08%		
Subaccounts		1st Half 2022	2nd Half 2022	Totals To Date
School Revenue Account		1,371.85	77,650.07	1,820,286.89
Public Improvement Account		1,031.53	58,387.20	2,687,636.44
		2,403.38	136,037.27	4,507,923.33

Distribution to Schools		1st Half 2022	2nd Half 2022	Totals To Date
Beginning Balance Owed to Schools		232.79	1,604.64	0.00
Funds Deposited in School Revenue Account		1,371.85	77,650.07	1,820,286.89
Paid To Schools		0.00	75,000.00	1,816,032.18
Ending Balance Owed to Schools		1,604.64	4,254.71	4,254.71

Fund 971 (Brice - Main TIF)		1st Half 2022	2nd Half 2022	Totals To Date
Fund 971 Beginning Balance		39,992.47	41,109.85	0.00
Total Collected		2,403.38	136,037.27	4,517,923.33
Debt Service paid for 2003 Bonds		1,286.00	101,286.00	2,711,030.43
Paid To Schools		0.00	75,000.00	1,816,032.18
Fund 971 Ending Balance		41,109.85	861.12	860.72

2nd half 2022 Collections					
	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	137,593.51	1,556.24	136,037.27	0.00	136,037.27
Walgreen 90-28			0.00	0.00	0.00
Tax Year 2021	137,593.51	1,556.24	136,037.27	0.00	136,037.27

1st half 2022 Collections					
	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007			0.00	0.00	0.00
Walgreen 90-28	2,744.04	340.66	2,403.38	0.00	2,403.38
Tax Year 2021	2,744.04	340.66	2,403.38	0.00	2,403.38

refund to taxpayer 27,438.26

Reynoldsburg

MINUTES

2023 LICKING COUNTY TIRC THURSDAY JUNE 15, 2023

PLACE: Virtual Zoom Meeting

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 2:30 pm

Present: Michael Smith, Chris Harkness, Chris Shook, Shanette Strickland, Necol Washington, and Cherrelle Turner

2. Approval of 2022 Minutes

Chris Shook made a motion to approve the Minutes, seconded by Chris Harkness; six affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Road TIF #1

Ms. Crawford: For 2022, we received about \$33,000. We paid around \$400 in fees. We are received money on that from Taylor Chase. .

Necol Washington made a motion to accept the report of Taylor Road TIF#1 and continue the TIF, seconded by Chris Shook; six affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #2

Ms. Crawford: The collections for this year were similar to the previous year, a little better. Total collections were \$2,086.54. We paid \$26.36 in fees. Total in the fund is \$22,733.14.

Chris Shook made a motion to accept the report of Taylor Road TIF #2, seconded by Shanette Strickland; six affirmative votes, no negative votes; the Motion carried.

5. Summit Road TIF

Ms. Crawford: In 2022, we collected \$42,302.88. Treasure fees were \$534.62. Total in the fund is \$177,654.96.

Shanette Strickland made a motion to accept the report of the Summit Road TIF, seconded by Chris Shook; six affirmative votes, no negative votes; the Motion carried.

6. Broad Street TIF

Ms. Crawford: In 2022, we did not receive any money. March of 2023 we did receive \$3,185.84, so we will report in 2024.

Necol Washington made a motion to accept the report of the Summit Road TIF, seconded by Shanette Strickland; six affirmative votes, no negative votes; the Motion carried.

7. * Brice Main TIF

Mr. Meyer: This has been passed by City Council, and submitted to the state. This was submitted late 2021, and awaiting approval.

8. * West Summit Incentive District TIF

Mr. Meyer: This is the same at Brice Main TIF. The threshold has not been met to activate this TIF.

9. * Eastwood TIF

Mr. Meyer: Eastwood is under construction. No Certificate of Occupancy or construction completion done here.

10. * Taylor/ Summit CRA

Mr. Meyer: This has been approved by City Council and the state. No abatements are currently active so no action is needed.

11. * East Main CRA

Mr. Meyer: This CRA is active and we have an active property on the Franklin County side, but nothing on the Licking County side yet.

12. Comments and Closing

Chris Shook made a motion to adjourn the meeting, seconded by Necol Washington.

Michael Smith adjourned the meeting at 2:39 pm

Summit Rd #1**Fund 973**

	1st half 2022	2nd half 2022	Totals To Date
Total Net TIF Collections			
Summit Rd #1	21,151.44	21,151.44	180,602.95
Summit Rd #1 10% Rollback			0.00
Maple Woods Farms			182.01
Maple Woods Farms-10% Rollback			0.00
Gross Collection	21,151.44	21,151.44	180,784.96
Less:			
Aud/Treas Fees	264.09	270.53	3,130.00
Delinquent Tax Collection (5%)			0.00
Net Distribution	20,887.35	20,880.91	177,654.96

Fund 973 Summit Rd #1 Tif	1st half 2022	2nd half 2022	Totals To Date
Fund 973 Beginning Balance	135,886.70	156,774.05	0.00
Total Collected	20,887.35	20,880.91	177,654.96
Debt Service			0.00
Fund 973 Ending Balance	156,774.05	177,654.96	177,654.96

Taylor Rd Tif #1**Fund 974**

	1st half 2022	2nd half 2022	Totals To Date
Total Net TIF Collections			
Taylor Chase	18,481.73	14,441.71	287,643.94
			0.00
			0.00
	0.00	0.00	0.00
Gross Collection	18,481.73	14,441.71	287,643.94
Less:			
Aud/Treas Fees	231.01	185.15	4,159.68
Delinquent Tax Collection (5%)			0.00
Net Distribution	18,250.72	14,256.56	283,484.26

Fund 974 Taylor Rd-1 Tif	1st half 2022	2nd half 2022	Totals To Date
Fund 974 Beginning Balance	250,976.98	269,227.70	0.00
Total Collected	18,250.72	14,256.56	283,484.26
Debt Service			0.00
Fund 974 Ending Balance	269,227.70	283,484.26	283,484.26

Taylor Rd Tif #2
Fund 975

	1st half 2022	2nd half 2022	Totals To Date
Total Net TIF Collections			
Park National Bank	0.00		6,558.60
Glen O Bard	1,043.43	1,043.43	16,437.91
			0.00
	0.00	0.00	0.00
Gross Collection	1,043.43	1,043.43	22,996.51
Less:			
Aud/Treas Fees	12.99	13.33	263.37
Delinquent Tax Collection (5%)			0.00
Net Distribution	1,030.44	1,030.10	22,733.14

Fund 975 Taylor Rd-2 Tif	1st half 2022	2nd half 2022	Totals To Date
Fund 975 Beginning Balance	20,672.60	21,703.04	0.00
Total Collected	1,030.44	1,030.10	22,733.14
Debt Service			0.00
Fund 975 Ending Balance	21,703.04	22,733.14	22,733.14



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Ironsite Inc. for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

Requesting Emergency Passage at the July 24, 2023 Meeting

REASON FOR EMERGENCY:

Requesting Emergency Passage at the July 24, 2023 Meeting to ensure work can begin by the end of July to meet necessary environmental studies, grant deadlines and contract deadlines.

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into a Contract with Ironsite Inc. P.O. Box 304, Sunbury, Ohio 43074 for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency.

Requesting Emergency Passage at the July 24, 2023 Meeting to ensure work can begin by the end of July to meet necessary environmental studies, grant deadlines and contract deadlines.

That \$579,433.49 be unappropriated from the 410 fund and appropriated into 410.000.0192.5659 Miscellaneous Infrastructure with a 10% contingency of \$58,000.00.

The City was awarded a reimbursable grant in the amount of \$258,049 from the Clean Ohio Green Space Conservation Program.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH IRONSITE INC. FOR THE BLACKLICK CREEK STREAM RESTORATION PROJECT, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has determined that a portion of Blacklick Creek stream bed needs restoration and; and

WHEREAS, the City has selected Ironsite Inc. as the contractor for the project as the lowest and best bidder at a cost not to exceed \$579,433.49; and

WHEREAS, the funding for this project will need to be appropriated from the unappropriated CIP Fund and a reimbursable grant in the amount of \$258,049.00 from the Clean Ohio Green Space Conservation Program.

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

SECTION 1. That Council authorizes the Mayor to award a contract to Ironsite Inc. for \$579,433.49 for the restoration of Blacklick Creek stream bed.

SECTION 2. That additionally \$579,433.49 be appropriated from the unappropriated CIP Fund (410) be and is hereby appropriated to account number 410.000.0192.5659 CIP Fund Miscellaneous Infrastructure with an additional ten percent (10%) contingency amount of \$58,000.00 appropriated from the same account.

SECTION 3. That a portion of this project will receive a \$258,049.00 reimbursable grant from the Clean Ohio Green Space Conservation Program that when received will be deposited into the Capital Improvement Fund (410).

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to ensure work can begin by the end of July to meet necessary environmental studies, grant deadlines and contract deadlines. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: June 30, 2023
To: Donna Bauman, Director of Parks and Recreation, CPRP
From: Mitchell Yake, PE
Subject: Blacklick Creek Stream Restoration - Bid Results
Copies: Ryan Andrews, PE, City Engineer

EMH&T has completed bid tabulation and analysis. The following is a budget summary for the construction phase of the subject project based on bid pricing from contractors and 10% for Contingency and 8% for Construction Services for each Contract including Base Bid and all Additional Bids where applicable:

Complete Bid Amount:.....\$ 579,433.49
Recommended Contingency (10%):.....\$ 58,000.00
Construction Management/Inspection:.....\$ 34,000.00

Total Construction Phase Budget:.....\$ 671,433.49

I have attached the Bid Tabulation, Lowest and Best Evaluation Sheet, Award Recommendation Letters, and Notices of Award to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return signed copies of the Notices of Award to me so we can prepare the contracts for signing and schedule preconstruction meetings. If you have any other questions, please feel free to contact me at 614-775-4209.

Attachments: Bid Tabulation
Lowest and Best Evaluation

CITY OF REYNOLDSBURG, OHIO

Blacklick Creek Stream Restoration

EMH&T JN: 2022-0731

Bids Received: June 23, 2023

Contractor	Evans Landscaping 3700 Round Bottom Road Cincinnati, Ohio 45244	Ironsite, Inc. P.O. Box 304 Sunbury, Ohio 43074
Bid Price (pg BF-2)	\$ 569,355	\$ 579,466
Bid Guaranty and Contract Bond (pg BGCB-1 & 2)	Yes	Yes
Licensed Acceptable Surety (pg BGCB-2)	Western Surety Company	Western Surety Company
AM Best Surety Rating & No.	A / 000974	A / 000974
Delinquent Personal Property Tax Affidavit (pg CPPTA)	Yes	Yes
Addendum 1 Acknowledgement	Yes	Yes
Addendum 2 Acknowledgement	Yes	Yes
(a) Has a history of consistently completing projects to the Owner's satisfaction	Yes	Yes
(b) Has a suitable financial status to meet obligations incident to the work without resort to the surety;	Yes	Yes
(c) Is an experienced Bidder on comparable or more complex projects, especially involving work similar to that called for;	Contractor listed five or more projects of similar size and scope completed in last five years.	Contractor listed ten or more contracts of similar to larger size that are currently working on.
(d) Has displayed acceptable conduct and performance on previous contracts both in terms of workmanship and timeliness of both performance and completion, including the Bidder's history of filing or having claims filed against it;	Contractor has demonstrated acceptable performance on recent contracts around Ohio and other surrounding states. No claims filed against them in the last 5 years.	Contractor has demonstrated acceptable performance on contracts in the Columbus area. No recent claims filed against.
(e) Possesses adequate equipment and facilities to complete the work;	Contractor's project history shows they have equipment and capability to complete this contract.	Contractor's project history shows they have equipment and capability to complete this contract.
(f) The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;	Contractor provided resumes for Project Managers. Contractor's project history shows they have adequate work force to complete this contract.	Contractor provided list of key personnel and experience. Contractor's project history shows they have adequate work force to complete this contract.
(g) Is in compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws;	Yes	Yes
(h) The foregoing information holds true for each Subcontractor and Supplier proposed for the Project;	Yes	Yes
(i) Bidder participates in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code;	Yes	Yes
(j) Owner's prior experience with Bidder's Surety;	No prior issues	No prior issues
(k) Bidder displayed interest in the project by attending any pre-bid meetings or conferences for bidders;	Yes	No
(l) Any other considerations as may be required by the type of work, other essential factors, as required by the specifications or as determined by the Owner.	Company was convicted for defrauding the City of Cincinnati and other public entities fraud in late 2018. City Attorney has elected to rescind their bid from consideration.	N/A
Recommended as Lowest and Best		Yes

BY:



Mitchell Yake, PE

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054

CITY OF REYNOLDSBURG, OHIO

Blacklick Creek Stream Restoration

EMH&T JN: 2023-0731

Bids Received: June 23, 2023

Ref. No.	Spec	Item No.	Description	Quantity	Units	Engineer's Estimate		Evans Landscaping 3700 Round Bottom Road Cincinnati, Ohio 45244		Ironsite, Inc. P.O. Box 304 Sunbury, Ohio 43074	
						Price	Extension	Price	Extension	Price	Extension
Base Bid											
1	CMSC	201	Cleaning and Grubbing, As Per Plan	1	L.S.	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$41,516.07	\$41,516.07
2	CMSC	202	Endwall Removed	3	Ea.	\$250.00	\$750.00	\$750.00	\$2,250.00	\$538.89	\$1,616.67
3	CMSC	202	Pipe Removed, 24" and Under (Remove & Reuse Pipe as Necessary for Headwall Install)	25	L.F.	\$30.00	\$750.00	\$35.00	\$875.00	\$67.47	\$1,686.75
4	CMSC	202	Pipe Removed, Over 24" (Remove & Reuse Pipe as Necessary for Headwall Install)	38	L.F.	\$60.00	\$2,280.00	\$50.00	\$1,900.00	\$67.36	\$2,559.68
5	CMSC	203	Embankment, As Per Plan	100	C.Y.	\$12.00	\$1,200.00	\$15.00	\$1,500.00	\$15.22	\$1,522.00
6	CMSC	203	Excavation, As Per Plan	100	C.Y.	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$47.02	\$4,702.00
7	CMSC	203	Excavation (To Haul Offsite), As Per Plan	2,960	C.Y.	\$20.00	\$59,200.00	\$25.00	\$74,000.00	\$25.98	\$76,900.80
8	CMSC	207	Erosion and Sediment Control, As Per Plan	1	L.S.	\$39,000.00	\$39,000.00	\$44,100.00	\$44,100.00	\$17,713.50	\$17,713.50
9	CMSC	601	Rock Channel Protection, Type B with Aggregate Filter, As Per Plan (Storm Sewer Outlet Protection)	46	C.Y.	\$195.00	\$8,970.00	\$200.00	\$9,200.00	\$150.90	\$6,941.40
10	CMSC	602	Concrete Masonry (Includes Reinforcing)	3	C.Y.	\$2,000.00	\$6,000.00	\$7,500.00	\$22,500.00	\$3,313.91	\$9,941.73
11	CMSC	614	Maintaining Traffic	1	L.S.	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,335.96	\$3,335.96
12	CMSC	623	Construction Layout Stakes	1	L.S.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,354.28	\$7,354.28
13	CMSC	624	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$27,250.00	\$27,250.00	\$32,936.66	\$32,936.66
14	CMSC	630	Conservation Area Sign	15	Ea.	\$300.00	\$4,500.00	\$750.00	\$11,250.00	\$593.09	\$8,896.35
15	CMSC	651	Topsoil Stockpiled, As Per Plan	159	C.Y.	\$8.00	\$1,272.00	\$10.00	\$1,590.00	\$11.07	\$1,760.13
16	CMSC	652	Placing Stockpiled Topsoil, As Per Plan	159	C.Y.	\$10.00	\$1,590.00	\$15.00	\$2,385.00	\$11.07	\$1,760.13
17	CMSC	653	Topsoil Furnished and Placed, As Per Plan	930	C.Y.	\$30.00	\$27,900.00	\$25.00	\$23,250.00	\$31.95	\$29,713.50
18	CMSC	659	Seeding and Mulching, Class Special, As Per Plan	9,200	S.Y.	\$2.50	\$23,000.00	\$1.00	\$9,200.00	\$0.94	\$8,648.00
19	CMSC	659	Seeding and Mulching, Zone 2, As Per Plan	2,600	S.Y.	\$2.50	\$6,500.00	\$1.00	\$2,600.00	\$0.93	\$2,418.00
20	CMSC	659	Seeding and Mulching, Zone 3, As Per Plan	4,700	S.Y.	\$2.50	\$11,750.00	\$1.00	\$4,700.00	\$0.89	\$4,183.00
21	CMSC	661	Bare Root Shrubs, 18" Ht., As Per Plan	330	Ea.	\$10.00	\$3,300.00	\$10.00	\$3,300.00	\$6.05	\$1,996.50
22	CMSC	661	Bare Root Trees, 18" Ht., As Per Plan	330	Ea.	\$10.00	\$3,300.00	\$9.50 A	\$3,135.00	\$6.05	\$1,996.50
23	CMSC	661	Deciduous Shrub, No. 5 Cont., As Per Plan	100	Ea.	\$75.00	\$7,500.00	\$35.00	\$3,500.00	\$67.14	\$6,714.00
24	CMSC	661	Deciduous Shrub, No. 15 Cont., As Per Plan	80	Ea.	\$250.00	\$20,000.00	\$375.00	\$30,000.00	\$213.24	\$17,059.20
25	CMSC	661	Willow Live Stake, 24" Ht., As Per Plan	2,060	Ea.	\$9.50	\$19,570.00	\$8.00	\$16,480.00	\$8.14	\$16,768.40
26	CMSC	670	Slope Erosion Protection Mat, As Per Plan	7,990	S.Y.	\$8.00	\$63,920.00	\$11.00	\$87,890.00	\$11.24	\$89,807.60
27	CMSC	SPEC	Dewatering, As Per Plan	1	L.S.	\$44,000.00	\$44,000.00	\$5,000.00	\$5,000.00	\$22,487.82	\$22,487.82
28	CMSC	SPEC	Grade Checking, As Per Plan	1	L.S.	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$4,380.51	\$4,380.51
29	CMSC	SPEC	Interpretive Sign, As Per Plan	1	Ea.	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$3,202.67	\$3,202.67
30	CMSC	SPEC	Invasive Treatment, As Per Plan	0.84	A.C.	\$5,000.00	\$4,200.00	\$5,952.38	\$5,000.00	\$3,230.02	\$2,713.22 B
31	CMSC	SPEC	Record Drawing, As Per Plan	1	L.S.	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$7,591.51	\$7,591.51
32	CMSC	SPEC	Rock Single Arm Vane, As Per Plan	3	Ea.	\$28,670.00	\$86,010.00	\$20,000.00	\$60,000.00	\$14,420.69	\$43,262.07
33	CMSC	SPEC	Rock Cross Vane, As Per Plan	1	Ea.	\$61,500.00	\$61,500.00	\$30,000.00	\$30,000.00	\$70,346.88	\$70,346.88
34	CMSC	SPEC	Debris Removal at Main Street Bridge (Allowance)	1	ALLOW	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
*Contingency Items											
BIDDER TOTAL =						\$593,462.00		\$569,520.00		\$579,447.82	
CORRECTED BIDDER'S TOTAL =						NA		\$569,355.00 A		\$579,433.49 B	
A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder											
B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder											
BY:						Mitchell Yake, PE Evans, Mechwart, Hambleton & Tilton, Inc. 5500 New Albany Road Columbus, OH 43054					

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for Construction Phase Engineering Services for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

Requesting Emergency Passage at the July 24, 2023 Meeting

REASON FOR EMERGENCY:

Requesting Emergency Passage at the July 24, 2023 Meeting to ensure work can begin by the end of July to meet necessary environmental studies, grant deadlines and contract deadlines.

STAFF REPORT:

An Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for Construction Phase Engineering Services for Blacklick Creek Stream Restoration, Appropriate Funds, and Declaring an Emergency
EMH&T will provide engineering and project representation services for the Blacklick Creek Stream Restoration Project. Please see the attached documentation for the project scope.
That \$33,80.00 be unappropriated from the 410 fund and appropriated into 410.000.0192.5659 Miscellaneous Infrastructure.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Construction Phase Engineering Services for the Blacklick Creek Stream Restoration Project, Appropriate Funds, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg has determined that a portion of Blacklick Creek stream bed needs restoration; and

WHEREAS, the City has asked the City Engineer EMH&T to provide engineering and project representation services for this project; and

WHEREAS, the funding for this project will need to be appropriated from the unappropriated CIP Fund in an amount of \$33,800.00.

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

SECTION 1. That Council hereby authorizes the Mayor to contract with EMH&T for the engineering and project representation services for this project in the amount of \$33,800.00.

SECTION 2. That \$33,800.00 be appropriated from the unappropriated CIP Fund (410) be and is hereby appropriated to account number 410.000.0192.5659 CIP Fund Miscellaneous Infrastructure.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government and to allow for the project to proceed and meet appropriate timelines. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Engineers, Surveyors, Planners, Scientists

June 29, 2023

Ms. Donna Bauman
Director of Parks and Recreation
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Reynoldsburg Blacklick Creek Stream Restoration
Proposal for Construction Phase Engineering Services

Dear Ms. Bauman,

EMH&T is pleased to submit this proposal for Construction Phase Engineering Services for the upcoming Reynoldsburg Blacklick Creek Stream Restoration Project. We understand the scope includes tree removals, stream bed modifications, western bank alterations, construction stabilization, and plantings for permanent stabilization. We anticipate the contract be awarded to Ironsite, Inc in the amount of \$579,433.49.

The construction duration of the project is 250 calendar days from the City's issuance of the Notice to Proceed. The project is anticipated to commence in July 2023.

SCOPE OF SERVICES

EMH&T will provide engineering and project representation services for the above referenced improvements to include the following tasks, as facilitated through the EMH&T CSDocs software program:

Construction Representation/Contract Administration

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

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

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

Resident/Standby Project Representation

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

Project Closeout

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

Clarifications and Exclusions

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

The Scope of Services does not include the following:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed. This scope of services is expected to support construction activities performed during the period of July 2023 through March 2024.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the tables below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Construction Representation/Contract Administration	\$7,950.00
Design Consultation During Construction	\$18,273.00
Standby Representation	\$6,957.00
EMH&T Labor Fee	\$33,180.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$620.00
PROJECT TOTAL FEE	\$33,800.00

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

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

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with Flock Safety for the Installation and Maintenance of Security Traffic Cameras in the City of Reynoldsburg, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

two read emergency

REASON FOR EMERGENCY:

financial needs of the City

STAFF REPORT:

The Reynoldsburg Division of Police is requesting permission for the Mayor to enter into a five (5) year contract with Flock Safety, 1501 North Plano Rd Ste. 100, Richardson, TX 75081. This contract would be for 5 years at a cost of \$290,000.00, which would be paid from funds budgeted in the 2024 budget.

AN ORDINANCE Authorizing the Mayor to Enter into a Contract with Flock Safety for the Installation and Maintenance of Security Traffic Cameras in the City of Reynoldsburg, waive competitive bidding, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg Police Department was authorized by Ordinance No. 171-2021 to purchase software and hardware for a license plate detection system from Flock Safety; and

WHEREAS, this Ordinance would authorize the Mayor to enter into a contract with Flock Safety for five years for the installation and maintenance of this system; and

WHEREAS, the cost for this system is \$290,000.00 that would be included in the 2024 Budget.

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 Flock Safety for the license plate detection system.

SECTION 2. That the cost of this contract five year contract is \$290,000.00 that would be paid and included in the 2024 Budget.

SECTION 3. That these this system is proprietary and only available through Flock Safety; therefore, competitive bidding is waived.

SECTION 4. This Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and to meet the necessary contract timelines. Therefore, upon adoption by City Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

**Flock Safety + OH - Reynoldsburg
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Chris Clayton
christopher.clayton@flocksafety.com
9198103011

Created Date: 05/30/2023
Expiration Date: 06/26/2023
Quote Number: Q-34860
PO Number:

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices. With unlimited user licenses, your entire law enforcement agency can access the real-time investigative leads needed to increase case clearance, protect the community, and decrease crime rates.

Out-of-Box Software Features

Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out of Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon™ LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon™ LPR Camera	Flock Safety Falcon™ Flex	Flock Safety Falcon™ XT
Fixed, infrastructure-free LPR camera designed for permanent placement. ✓ 1 Standard LPR Camera ✓ Unlimited LTE data service + Flock OS platform licenses ✓ 1 DOT breakaway pole ✓ Dual solar panels ✓ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. ✓ 1 LPR Camera ✓ Unlimited LTE data service + software licenses ✓ 1 portable mount with varying-sized band clamps ✓ 1 Charger for internal battery ✓ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. ✓ 1 Long-Range LPR Camera ✓ Computing device in protective poly case ✓ AC Power ✓ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work with you to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 7240 E Main St Reynoldsburg, Ohio 43068

Ship To: 7232 E Main St Reynoldsburg, Ohio 43068

Billing Company Name: OH - Reynoldsburg PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 60 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$58,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	22	Included
Flock Safety Falcon® Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$58,000.00
Annual Recurring Subtotal:	\$58,000.00
Discounts:	\$57,500.00
Estimated Tax:	\$0.00
Contract Total:	\$290,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$58,000.00
Annual Recurring after Year 1	\$58,000.00
Contract Total	\$290,000.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$57,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.
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One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

CHAPTER 975 Refuse Collection

975.08 GARBAGE, RUBBISH, RECEPTACLES REQUIRED.

(a) It shall be the duty of every owner, tenant, agent, lessee, occupant and person in charge of any and every building, premises or place of business in the City to provide or cause to be provided, and at all times thereafter to keep or cause to be kept and provided for the exclusive use of such building, premises or place of business, receptacles for receiving and holding all garbage and rubbish, so long as such garbage and rubbish remains upon or in such building, premises or place of business, or the portion thereof of which such person may be owner, tenant-lessee or occupant in charge.

(1) Commercial premises and multi-family residences shall be required to provide and maintain one or more dumpsters suitable to the needs of the property use, unless the property owner demonstrates that the premises is properly served without the necessity of dumpster. Such dumpsters shall be enclosed on all but one side by either a solid, opaque fence or wall or earth berm. The average height of the screening fence or wall shall be one foot (1') more than the height of the dumpster so enclosed but shall not exceed the maximum permitted height of fences and walls of the Zoning District.

(2) For the purpose of this section, the term "dumpster" shall mean any unit designed for the collection of large quantities of trash, yard waste, garbage, building or construction debris, trees or limbs designed to be delivered and picked-up by a truck and which is left on site in any zoning district. Dumpsters do not include garbage cans which can be moved by a person.

(b) All containers shall be made from metal or other leakproof materials with tight-fitting lids, a maximum capacity of not more than thirty (30) gallons, or in a wheeled container such as supplied by the City contract refuse collector not to exceed ninety-five (9095)-gallon capacity. Refuse shall be placed in the thirty (30)-gallon containers which shall not exceed fifty (50) pounds in weight when filled or shall be placed in the ninety-five (959)-gallon container which shall not exceed the weight specified by the City contract refuse collector when filled. Newspapers, magazines and other loose material shall be placed in closed containers or securely bundled.

(c) Plastic disposal bags may be used in place of metal or leakproof containers at the option of the resident. These plastic disposal bags must have a minimum thickness of one and one-half millimeters (.015 inches); have no holes or openings except for the filling of the bag; must be securely tied and shall not exceed fifty (50) pounds in weight when filled.

(d) All such bags and containers shall not be taken to the curb before 12:00 noon on the day before the day of collection by the householder or other commercial user, unless because of sanitary, safety or other factors, the Director of Public Service by rule or regulation, designates that such containers shall be placed at the rear or elsewhere on the lot. After collection of garbage and refuse, the property owner or tenant shall, within twelve (12) hours, return such containers to the interior of the garage of the building, or to a location as close as practical to~~at~~ the side or rear of the primary structure the residence or and, for ~~commercial buildings and multi-family~~

residences, that is shall be shielded from the view of the adjoining property's occupants by natural landscape barriers or by the residence or by the commercial building or by a constructed enclosure.

(e) No person shall maintain any receptacle for garbage in or upon any street, alley or other public way.

(Ord. 06-16. Passed 2-8-16.)

975.99 PENALTY.

Any violation of this Chapter shall be cited as an unclassified misdemeanor and the property owner, tenant, agent, and/or lessee may—~~Whoever violates this chapter shall be fined not less than five dollars (\$5.00) nor more than fifty dollars (\$50.00) for the a maximum of one hundred fifty dollars (\$150.00) for the first offense, and for each subsequent offense within a twenty-four month period may be fined a maximum of five hundred dollars (\$500.00). There shall be no minimum fine. ,not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00).~~

(Ord. 06-16. Passed 2-8-16.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance to Amend Chapter 1305 Permits and Fees, Sections 1305.01 Fee Schedule, 1305.02 Plumbing Permits, 1305.03 Permit Addresses, 1305.04 Certificate of Occupancy, 1305.05 Demolition Permits, 1305.06 Re-Inspection, 1305.07 Contractor Registration, and 1305.08 Granting and Revoking of Permits 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 AMEND CHAPTER 1305 PERMITS AND FEES, SECTIONS 1305.01 FEE SCHEDULE, 1305.02 PLUMBING PERMITS, 1305.03 PERMIT ADDRESSES, 1305.04 CERTIFICATE OF OCCUPANCY, 1305.05 DEMOLITION PERMITS, 1305.06 RE-INSPECTION, 1305.07 CONTRACTOR REGISTRATION, AND 1305.08 GRANTING AND REVOKING OF PERMITS OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

WHEREAS, the City's fee schedules were updated in March, 2022 through Ordinance 29-2022; and

WHEREAS, with the recent implementation of the new fee schedule, the CBO has determined that a few of the fees need to be adjusted; and

WHEREAS, the CBO has also suggested other changes to Chapter 1305 as the City now has in-house code enforcement and inspectors.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

REYNOLDSBURG, OHIO:

SECTION 1. That Sections 1305.01 Fee Schedule, 1305.02 Plumbing Permits, 1305.03 Permit Addresses, 1305.04 Certificate of Occupancy, 1305.05 Demolition Permit, 1305.06 Re-Inspection, 1305.07 Contractor Registration, and 1305.08 Granting and Revoking of Permits of Chapter 1305 Permits and Fees of the Codified Ordinances for the City of Reynoldsburg be and is hereby amended:

See Exhibit "A" attached hereto and incorporated herein

SECTION 2. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

1305.01 FEE SCHEDULE.

(a) Note. The fees listed below do not include the State of Ohio one percent (1%) fee for residential or the State of Ohio three percent (3%) fee for commercial.

(b) All permits for work regulated by the Residential Code of Ohio, Ohio Building Code, Reynoldsburg Zoning Code and Engineering.

(c) Zoning Fees.

ZONING CERTIFICATE

Residential (Sheds, decks, swimming pools, driveway modifications, home occupation permit)	\$100
Non-Residential (building/site modification, accessory structure)	\$150
Fence permit	\$50

Residential Permits	
New Building	\$150
Building Modification	\$100
Home Occupation	\$100
Accessory Structure	\$100
Shed	\$100
Swimming Pool/Hot Tub	\$100
Patio	\$100
Deck	\$100
Driveway Modification	\$100
Fence	\$50
Non-Residential Permits	
New Business/Use	\$150
Accessory Structure	\$150
New Buildings	\$150

Building/Site Modifications	\$150
Fences	\$50
Minor Site Plan	\$250

TEMPORARY ZONING CERTIFICATE

Temporary special land use permit	\$50
Temporary portable storage unit*	\$30 residential \$100 non-residential
*Permit needed only if the unit stays longer than 7 days	

ZONING SIGN PERMIT

New sign Sign Change	\$100
Face replacement in existing sign	\$35

VARIANCE & CONDITIONAL USE PERMIT

Conditional use permit	\$350
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VARIANCE

Residential	\$200
Non-residential	\$450

Residential (single-family residential only)	\$200
Non-Residential (all residential except single-family residential, and	\$450
Variance and Conditional Use Extension	\$50
Engineering Staff Report	\$750 or an Amount to be Determined

CERTIFICATE OF APPROPRIATENESS

New building	\$400
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Exterior modifications	\$200
Comprehensive sign package	\$150
Single sign change	\$75

SUBDIVISIONS

Preliminary plat	\$750 plus \$50 per lot
Final plat	\$500
Subdivision w/o plat (lot split)	\$200 residential \$250 non-residential
Plat modification/vacation – changes to an approved preliminary plat that received approval from the Planning and Zoning Board that is not expired. Or changes to an approved final plat.	\$500

DISTRICT CHANGE (REZONING)

Residential district change	\$750
Non-residential district change	\$1000
Amendment of development plan or text	\$500
Engineering Staff Report – Rezoning & Review of Traffic Study	\$3,000 or an Amount to be Determined By the City Engineer

SITE PLAN REVIEW

Major site plan	\$500
Major Site Plan Amendments	\$500
Administrative Changes for the Major Site Plan	\$100
Extension of Major Site Plan Approval	\$50
Engineers staff report –Major site Plan	\$3,000 or an amount to be determined by the City Engineer
Minor site plan	\$250
Engineers Staff Report – Minor Site Plan	\$750 or an Amount to be Determined By the City Engineer
Residential site plan	\$50
Traffic access study	\$1000 deposit
Traffic impact study	\$4000 deposit

MISCELLANEOUS PLANNING AND ZONING CODE FEES

Requests for additional public meetings	\$250 per meeting
Zoning verification letter	\$50
Zoning map fee	\$5
Special flood hazard area development	\$80 per hour or review fee set by the contracted plan reviewer

(d) Plot-Grade-Utility Fees.

PLOT-GRADE-UTILITY PLAN REVIEW

Plot-grade-utility plan review	\$1500 \$2,500 minimum or as determined by the fee schedule or City Engineer
Storm water management report	\$500 \$1,000 if small than 5 acres \$2250 \$2,500 if larger than 5 acres
Utilities study	Determined by the City Engineer
Residential development	\$325 per sheet
Commercial development	\$325 per sheet
GIS	\$187.50 per sheet
Plan changes	\$225
Floodplain permit	\$750 \$1,500 residential \$1500 \$2,500 non-residential
Additional meetings	\$250 \$300 per meeting

SMALL CELL WIRELESS PERMITS

New small cell wireless permit	\$250 per unit
City pole attachment fee	\$200 per unit/annually

(e) Residential Building Fees.

RESIDENTIAL PLAN REVIEW FEES (Contracted Plan Reviewer)

One, two, or three family dwellings	Review fee charged set by the contracted plan reviewer plus a \$20 \$30 processing fee
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Alterations, additions, and accessory structures	Review fee charged set by the contracted plan reviewer plus a \$20 \$30 processing fee
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RESIDENTIAL PLAN REVIEW FEES (In-House Reviewer)

One, Two, or Three Family Dwellings	\$160 Per Unit \$100 per hour
Alterations, Additions, and Accessory Structures	\$85 Per Unit \$100 per hour

RESIDENTIAL BUILDING PERMIT FEES

New structures (one, two, or three family dwellings)	\$300 plus \$8 per 100 sq. ft. of gross space per resident
Additions, garages, and accessory structures	\$75 plus \$8 per 100 sq. ft.
Alterations, renovations, screened/enclosed porches, basement finishes	\$75 plus \$7 per 100 sq. ft.
Decks	\$75
Minor building work *	\$75
Demolition permits	\$100 per building

— RESIDENTIAL ELECTRICAL PERMIT FEES

New electrical (one, two, or three family dwellings, room additions, garage, and accessory structures)	\$50 plus \$4 per 100 sq. ft.
Alterations, renovations, screened/enclosed porches, basement finishes	\$50 plus \$3 per 100 sq. ft.
Electrical service upgrades, temporary electrical, generators	\$75 per unit
Minor electrical work*	\$75

RESIDENTIAL HVAC PERMIT FEES

New HVAC (one, two, or three family dwellings, room additions, garage, and accessory structures)	\$50 plus \$4 per 100 sq. ft.
Alterations, renovations, screened/enclosed porches, basement finishes	\$50 plus \$3 per 100 sq. ft.
Replacement of furnace, a/c, heat pump, air handler, ventilation or water heater (retro-fit)	\$75 per unit
Gas piping	\$65 per line
Fire place	\$50 per unit
Minor HVAC work*	\$75

— MISCELLANEOUS RESIDENTIAL FEES

Certificate of occupancy	\$100
Partial certificate of occupancy	\$125
Building inspections card replacement	\$50
Inspection fee	\$100
Re-inspection fee	\$125
Special inspections (inspections required/requested other than regular business hours)	\$150 per hour
Extension of permit (which has expired for 180 days or less)	Half the original permit fee
Work started without permit	Twice the original permit fee
Industrialized units, pre-fabricated assemblies, relocated building(s)	\$150 per unit/building
Temporary/construction office trailer	\$75 per trailer
Antenna tower/ satellite dish over 8 feet in height	\$75

1, 2, 3-family dwelling buildings (with 1% State fee)		
New building construction **	\$200 + \$8 per 100 s.f.	Allowed inspections per inspection card
Alterations, additions, accessory structures **	\$200 + \$8 per 100 s.f./l.f.	Allowed inspections per inspection card
Minor work permit *	\$100 per item	Includes 2 inspections
Building demolition	\$100 per building	Includes 2 inspections
Special flood hazard development permit	\$200	Includes 2 inspections
Electrical trade permit	\$200	Includes 2 inspections
HVAC trade permit	\$200	Includes 2 inspections
Gas piping trade permit	\$200	Includes 2 inspections
Swimming pool	\$50	Includes 2 inspections
Additional or re-inspection fee	\$125 per inspection	
After hour inspection fee	\$150 per hour	Minimum 3 hours
Inspection card replacement	\$65	
Certificate of occupancy	\$100	
Certificate of partial occupancy	\$175	Includes 2 inspections
Approved paper plans re-stamping fee	\$85	
Permit extension fee (Expired < 180 days)	½ of the original permit fee	
Work without a permit	200% of the permit fee	

*Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.

**A non-refundable residential application deposit in the amount of \$100 is required at the time of the application submittal. The deposit will be applied, toward the plan examination and permit fees at the time of issuance.

(f) Commercial Building Fees.

COMMERCIAL PLAN REVIEW FEES (Contracted Plan Reviewer)

All buildings, accessory structures and residential structures above three (3) family covered by the Ohio Building Code.	Review fee charge set by the contracted plan reviewer plus a \$75 \$30 processing fee
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COMMERCIAL PLAN REVIEW FEES (In-House Reviewer)

All buildings, accessory structures and residential structures above three (3) family covered by the Ohio Building Code.	\$80 \$100 per hour
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COMMERCIAL BUILDING PERMIT FEES

New shell buildings	\$200 plus \$4 per 100 sq. ft.
New structures with finished interiors and additions	\$200 plus \$7 per 100 sq. ft.
Alterations, renovations, and tenant finishes	\$200 plus \$4 per 100 sq. ft.
Decks	\$130
Demolition permit	\$200 per building
Tents (regulated by the Ohio Building Code)	\$50 for the first tent, \$25 for each additional tent
Minor work*	\$150

~~COMMERCIAL ELECTRICAL PERMIT FEES~~

New electrical shell buildings	\$100 plus \$3 per 100 sq. ft.
New electrical with finished interiors/additions	\$100 plus \$5 per 100 sq. ft.
Electrical alterations, renovations, and tenant finishes	\$100 plus \$3 per 100 sq. ft.
Low voltage permit	\$75 plus \$2 per 100 sq. ft.
Electrical service upgrade, temporary electric, generators	\$150 per unit
Electrical pole-based lighting	\$100 plus \$25 per pole
Minor electrical work*	\$150

— COMMERCIAL HVAC PERMIT FEES

New HVAC shell buildings	\$100 plus \$3 per 100 sq. ft.
New HVAC with finished interiors/additions	\$100 plus \$5 per 100 sq. ft.
HVAC alterations, renovations, and tenant finishes	\$100 plus \$3 per 100 sq. ft.
Replacement of furnace, A/C, heat pump, air handler, ventilation, cooling systems, boilers or water heaters	\$150 per unit
Kitchen exhaust hood, refrigeration, or walk-in coolers	\$125 per unit
Gas piping	\$100 per line
Fireplace	\$50 per unit
Minor HVAC work*	\$150

— COMMERCIAL SWIMMING POOL PERMIT FEES

Pools (in ground or above ground)	\$225
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— FIRE SUPPRESSION PERMIT FEES

New fire suppression shell buildings	\$100 plus \$2 per 100 sq. ft.
New fire suppression with finished interiors/additions	\$100 plus \$3 per 100 sq. ft.
Fire suppression alterations, renovations, and tenant finishes	\$100 plus \$2 per 100 sq. ft.
Kitchen hood suppression system	\$150 per hood
Minor fire suppression work*	\$150

— FIRE ALARM PERMIT FEES

New fire alarm shell buildings	\$100 plus \$2 per 100 sq. ft.
New fire alarm with finished interiors/ additions	\$100 plus \$3 per 100 sq. ft.±
Fire alarm alterations, renovations, and tenant finishes	\$100 plus \$2 per 100 sq. ft.
Minor fire alarm work*	\$150

— COMMERCIAL SIGN PERMIT FEES

Wall signs, projected signs, awning/canopy, ground sign or pole	\$100 each
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— MISCELLANEOUS COMMERCIAL FEES

Certificate of occupancy	\$100
Partial certificate of occupancy	\$175
Building inspections card replacement	\$50
Inspection fee	\$100
Re-inspection fee	\$125
Special inspections (inspections required/requested other than regular business hours)	\$150 per hour with a minimum of three (3) hours
Extension of permit (which has expired for 180 days or less)	Half of the original permit fee
Work started without permit	Twice the original permit fee
Industrialized units, pre-fabricated assemblies, relocated building(s)	\$150 per unit/building
Temporary/construction office trailer	\$150
New communication tower	\$1500
Communication tower modification	\$500

Non 1-, 2, and 3-family dwelling buildings (with 3% State fee)		
New building construction **	\$200 + \$10 per 100 s.f.	Allowed inspections per inspection card
Alterations, additions, accessory structures	\$200 + \$10 per 100 s.f./l.f.	Allowed inspections per inspection card
Building sprinkler system	\$200 + \$4 per 100 s.f.	Includes 2 inspections
Building fire alarm system	\$200 + \$4 per device	Includes 2 inspections
Hood suppression system	\$200 per hood	Includes 2 inspections
Minor work permit *	\$150 per item	Includes 2 inspections
Sign permit	\$125 per sign	Includes 2 inspections
Swimming pool permit	\$225	Includes 2 inspections
Building demolition	\$100 per building	Includes 2 inspections
Special flood hazard development permit	\$200	Includes 2 inspections
Industrialized unit	\$150 per building	Includes 2 inspections
Electrical trade permit	\$200	Includes 2 inspections
HVAC trade permit	\$200	Includes 2 inspections
Gas piping trade permit	\$200	Includes 2 inspections
Additional or re-inspection fee	\$125 per inspection	
After hour inspection fee	\$150 per hour	Minimum 3 hours
Inspection card replacement	\$65	
Certificate of occupancy	\$100	

Certificate of partial occupancy	\$175	Includes 2 inspections
Approved paper plans re-stamping fee	\$85	
Permit extension fee (Expired < 180 days)	½ of the original permit fee	
Work without a permit	200% of the permit fee	
*Consultation with the Building Division is required to determine minor work. (Ord 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17)		
**A non-refundable application deposit is required in the amount of \$200 at the time of the application submittal. The deposit will be applied toward plan examination and permit fees at the time of issuance.		

(Ord. 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17; Ord. 159-2021. Passed 12-6-21; Ord. 29-2022. Passed 3-28-22.)

1305.02 PLUMBING PERMIT.

(a) Plumbing permits shall be required as follows:

(1) ~~For all buildings, a separate plumbing permit shall be required for each certified address.~~ For a new building construction project, a separate plumbing permit shall be required for each individual building. For an alteration, addition, and change of occupancy project after the issuance of the certificate of occupancy, a separate plumbing permit shall be required for each certified address.

(b) Plumbing permit fees will be the fee charged the City of Reynoldsburg by the contracted plumbing inspection provider.

(c) Permits for private sewage disposal systems shall be obtained from Franklin County Public Health.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.03 PERMIT ADDRESSES.

~~For all permits excluding plumbing, a separate permit shall be required for each certified address.~~ For all new building construction projects excluding plumbing, a separate permit shall be required for each individual building. For an alteration, addition, and change of occupancy project after the issuance of the certificate of occupancy, a separate building permit shall be required for each certified address, unless otherwise directed by the Chief Building Official.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.04 CERTIFICATE OF OCCUPANCY.

(a) No new building, or structure shall be used or occupied, and no change of occupancy as defined in the Ohio Building Code thereof, shall be made until the Chief Building Official has issued a certificate of occupancy. This includes any new business moving into a vacant building or space, changes in existing occupancy causing increase in life and fire risk, and change of ownership in an existing occupancy.

(b) A separate certificate of occupancy shall be required for each certified address which may include unit address or unit number.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21; Ord. 29-2022. Passed 3-28-22.)

1305.05 DEMOLITION PERMIT.

(a) A demolition permit shall be required for any work in conjunction with the demolition of ~~any portion of an~~ **the entire** existing building or structure.

(b) No permit to remove or raze a building or accessory structure shall be granted until notice of the application therefore has been given to the owners of the lots adjoining the lot upon which the building or accessory structure is to be moved, and to the owners of wires or other impediments the removal of which will be necessary; not until a bond of not less than ten thousand dollars (\$10,000) has been filed with the Service Director to indemnify the City for damages.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.06 RE-INSPECTIONS.

(a) In the event that work covered by any permit or inspection required by the Building Code is not installed or completed, or both, in accordance with the Building Code, thereby requires one or more re-inspections, the building inspector shall assess a fee for each re-inspection.

(b) The building inspector may waive the requirement for a re-inspection fee if it is determined that failure to complete or install the work according to the Building Code was caused by circumstance beyond the control of the contractor/owner.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.07 CONTRACTOR REGISTRATION.

(a) Contractor registration shall be required by any contractor who may work in the City. All registrations expire on December 31st of the year issued. Contractors entering the City must apply prior to working their first job. Before the issuance of a contractor's registration, each registrant shall furnish proof of premises operations liability insurance with a minimum combined bodily injury and property damage limit of five hundred thousand dollars (\$500,000) listing the City as the certificate holder or equivalent. The City also requires a thirty day notice of cancellation. All contractors must comply with all applicable building codes and codified ordinances of the City of Reynoldsburg. The Service Director of the City may revoke a contractor's registration if the work for which the permit is granted does not comply with applicable building codes or the construction specification requirements enforced by the City of Reynoldsburg.

(b) The fee for contractor registration is seventy-five dollars (\$75.00) per trade.

(c) A ten thousand dollar (\$10,000) bond will be required for any work approved by the Building Division occurring in the City right-of-way.

(d) The following contractors must have a license from the State of Ohio, and proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:

- (1) Heating, ventilation, and air conditioning contractor;
- (2) Refrigeration contractor;
- (3) Hydronics contractor;
- (4) Electrical contractor;
- (5) Plumbing contractor; or
- (6) Fire protection contractor.

(e) The following contractors must provide proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:

- (1) General contractor;
- (2) Concrete contractor;
- (3) Home improvement contractor;
- (4) Sign contractor;
- (5) Asphalt contractor;
- (6) Swimming pool contractor;
- (7) Low voltage contractor;
- (8) Excavation contractor;
- (9) Landscape contractor;
- (10) Masonry contractor;
- (11) Framing contractor;
- (12) Siding contractor;
- (13) Roofing contractor; or
- (14) Insulation contractor.

(f) General contractors shall list every subcontractor on each job. General contractors that intend to do work that would normally be done by a subcontractor shall obtain a registration for that trade in addition to the general license. Framing, masonry, drainage, siding, roofing, and insulation are considered normal functions of the general contractor. The general contractor may not perform subcontract functions unless he has a general contract for the entire building.

(g) The fee for starting work without registering as a contractor shall be twice the regular registration fee.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.08 GRANTING AND REVOKING OF PERMITS.

(a) Permit Required. A permit shall be obtained before beginning construction, alteration or repairs, other than ordinary repairs (maintenance). Approval from all City departments shall be obtained before a permit will be granted.

(b) Any person wanting to do any work which requires a permit shall pay the required fees to the City of Reynoldsburg, Building Division at the time the permit is issued. The applicant shall reimburse the City for expenses involved for any plan review or other contracted consultant services required to satisfy needs for the issuance of a permit. Permits shall not be issued until these expenses and or fees have been paid.

(c) Any owner, contractor or authorized agent who desires to obtain a permit shall first make application to the Chief Building Official. Each application for a permit shall be filed with the Chief Building Official. The application shall be signed by the owner or his/her agent. The permit application shall contain a general description of the proposed work, site address, applicants address and any other information pertaining to the permit.

(d) When a permit is issued, there shall be no refund after the fees have been deposited into the City of Reynoldsburg accounts.

(e) A permit shall be revoked if after six months the work for which the permit is granted has not continuously progressed toward completion.

(f) Application for which no permit is issued within ~~180 days~~ 12 months of filing shall be deemed expired. Reapplication shall include resubmittal of plans and fees. One extension of time for a period of not more than ninety days shall be permitted to be allowed by the Chief Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(g) A person holding an unexpired permit shall be permitted to apply for a one-time ~~180 day~~ 12 months extension provided the person shows good and satisfactory reasons beyond control that the work cannot be commenced within the ~~180 day~~ 12 months period from the original permit issue date. No additional fee is required for this one-time extension.

(h) A permit which has expired for 180 days or less shall be permitted to be renewed provided no changes have been made in the original plans and specifications and provided no code changes have taken place. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

(i) If a permit has been revoked for noncompliance, a new permit shall be obtained if the work is to be corrected and completed by another party.

(j) The fee for work started without a permit shall be twice the regular permit fee.
(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.09 EXEMPTIONS.

(a) The building code shall be applicable to the buildings owned and occupied by the City, its departments and divisions; and the City shall comply with all building code

requirements. The City shall be exempt from payment of fees relating to work performed solely by City employees upon City-owned buildings, structures or sites. Fees which may be exempt in such limited circumstances include those normally assessed for permits, certificates, inspections, and appeals. Work performed for the City by any other person, firm, or corporations shall comply fully with all building code requirements including payment of all applicable fees.

(b) The provisions of division (a) hereof also apply to the counties of Fairfield, Franklin, and Licking, the State of Ohio, the United States of America, the Truro Township Trustees, the Metropolitan Park Board, and the Reynoldsburg Board of Education.

(Ord. 60-17. Passed 6-12-17; Ord. 159-2021. Passed 12-6-21.)

1305.10 STATE FEES.

(a) All construction permits issued for work regulated by the Ohio Building Code will be assessed a State fee of three percent (3%).

(b) All construction permits issued for work regulated by the Residential Code of Ohio will be assessed a State fee of one percent (1%).

(Ord. 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17; Ord. 159-2021. Passed 12-6-21.)

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**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Design Services for the 2024 Street and Sidewalk Maintenance and Repair Program (Design Services) and Appropriating Funds, and Declaring an Emergency

APPROVALS:

Mollie Prasher

EMERGENCY:

for the financial needs of the City

REASON FOR EMERGENCY:

STAFF REPORT:



Engineers, Surveyors, Planners, Scientists

June 14, 2023

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

**Subject: 2024 Reynoldsburg Street Maintenance Program
Proposal for Engineering and Bidding Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for engineering and bidding services for the City's 2024 Street Maintenance Program. This scope of services includes field evaluations, cost estimates, program exhibits, specifications, and bidding services for the street segments that have been identified by the City. Additionally, we have included the services necessary to prepare roadway and storm sewer plans for Rider Road, Retton Road, and Rygate Drive.

Based on our previous discussions with the Service Department staff, we anticipate the 2024 Street Program will include the following:

- Resurfacing of approximately 8-15 streets along with curb repairs, curb ramp improvements, and full-depth pavement repairs. The preliminary list of streets under consideration for the 2024 program was determined by the Street Department and includes the following:
 - Briarcliff Drive
 - Taylor Park Drive
 - Taylor Square Drive
 - Blackoak Drive and Court
 - Wind River Drive
 - Bainbrook Court
 - Oldbury Place
 - Bedlington Drive and Court
 - Sealyham Drive and Court
 - Morningdew Drive and Court
 - Dusk Court
 - Wickfield Road
 - Pleasant View Drive
 - Scenic Road
 - Gilmore Drive
- Preventative maintenance with a focus on crack sealing any composite pavements that have been resurfaced within the past five to ten years. Additionally, the application of asphalt rejuvenator to the streets that were resurfaced on the 2023 program will be incorporated. We understand that the City would like to commit approximately 5-10% of the street program budget to preventative maintenance.

- Storm structure repairs will be performed on structures located in the project areas.
- Sidewalk program will be performed on the final list of streets that are included in the street maintenance program.
- Paving improvements along French Run Alley in the rear of the businesses that front the north side of East Main Street between the intersections with Lancaster Avenue and Jackson Street. It is our understanding this improvement will focus on pavement improvements to the alleyway along with any necessary drainage modifications to facilitate shallow, unconcentrated flow from the parking lot into the stream. A barrier fence or guardrail will be placed between the alley and the top of stream bank. No other public improvements are anticipated in this area as the City does not wish to invest in items such as street lighting in a floodplain / floodway area. EMH&T anticipates a “no rise” in surface elevations resulting in no need for a computer hydrologic model. A City special flood hazard development permit will be submitted with this portion of the project.
- The improvements on Rygate Drive, Rider Road, and Retton Road will include pavement replacement as well as the addition of curbs and sidewalks on these segments of roadway that are currently uncurbed with no ADA pedestrian walks. These improvements will likely necessitate the addition of storm sewer to enhance roadway drainage. Due to the nature of these improvements, topographic survey and a more detailed plan set will be developed for bidding and construction.

It is our understanding that the City’s construction budget for the 2024 Street Maintenance Program is approximately \$4,000,000, including the cost of the Rygate/Rider/Retton improvements but excluding the cost of the sidewalk program, which is funded separately.

SCOPE OF SERVICES

The Scope of Services for this improvement is outlined below:

1. Street Resurfacing Program

- a. Conduct kick-off and progress meetings with the City throughout the design phase. During the kick-off meeting, EMH&T will work with the City to identify the list of streets that will be assessed in the field.
- b. We will review record plans for each of the roadway segments and perform pavement cores (through a subconsultant) to verify the existing pavement condition and composition.
- c. EMH&T will conduct street program fieldwork, which will include the following:
 - i. Identify and measure areas that exhibit settlement and cracking patterns, which are indicative of full-depth pavement failure.
 - ii. Measure areas of broken, settled, and failing curb. If the quantity of broken curb exceeds 30%-40% +/- of the total curb quantity on that street, it will be recommended for full curb replacement.
 - iii. Assess existing curb ramps to determine if they are compliant with the Public Right-of-Way Accessibility Guidelines (PROWAG). For non-compliant ramps, measurements will be taken to determine curb ramp replacement quantities.
 - iv. Evaluate existing storm structures within the roadway corridors to identify aged and deteriorated structures that require adjustment or reconstruction.
- d. EMH&T will prepare street program exhibits using GIS and record plan information to show the planned improvements on each street.

- e. We will prepare preliminary and final cost estimates for street program work using the field measurements.
- f. EMH&T will conduct two progress meetings with the City during schematic design to review project budgets and finalize program details.
- g. EMH&T will prepare an overall street program exhibit, which can be placed on the City's website to inform the public.
- h. EMH&T will prepare detailed street program specifications, which outline any supplemental instructions, general provisions, and scheduling requirements.

2. Curb Profiles

- a. For streets that require full curb replacement, EMH&T will provide curb profiles to correct any existing sags or flat spots within the existing curb drainage system. Based on previous street program experience and a preliminary review of the candidate streets, we believe that approximately 12,000 to 15,000 linear feet of continuous curb replacement will be necessary. The fee for this work is based on an assumption that no more than 15,000 linear feet of curb survey and curb profiles would be necessary.
- b. This will include topographic survey of the existing curb, roadway pavement, tree lawn, drive approaches, curb inlets, and sidewalk.
- c. Proposed curb grade sheets will be provided to the Contractor for staking prior to curb removal. The profile sheets will include existing and proposed curb grades, limits of driveway replacement, and adjustment details for any curb and gutter inlets along the roadway.

3. Preventative Maintenance

- a. EMH&T will work with the City to identify a target area for surface treatments. It is anticipated that crack routing and filling / sealing would be performed on one or two arterial or collector streets.
- b. We will conduct fieldwork necessary to verify that crack sealing is an appropriate rehabilitation technique. This includes measuring crack widths to verify that they are not too wide for the successful application of crack seal.
- c. Preventative maintenance will also include asphalt rejuvenator for the streets that were resurfaced under the 2023 street program.
- d. EMH&T will prepare cost estimates and exhibits for use in public bidding.

4. Rygate Drive, Rider Road, Retton Road Improvement

- a. Surveying
 - i. EMH&T will perform topographic survey at 50-ft intervals, at surface features, and at sewer inverts along the roadway corridor. Survey will be obtained in the State Plane Coordinate System and using NAVD 88 datum.
 - ii. Right-of-way / Boundary survey will include the following tasks:
 - 1. Research available public records, such as deeds, plats, right-of-way plans, and surveys on file at the County Engineer's Office.
 - 2. Establish the boundary lines based upon the above research in combination with field located boundary markers.

- iii. 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.

b. Roadway and Storm Sewer Plans and Specifications

- i. EMH&T will develop an electronic base map using survey data, record plans, and GIS information to use as the basis of design. Existing utilities along the proposed roadway corridors will be modeled, and an AutoCAD surface will be created.
- ii. Through a subconsultant, EMH&T will acquire geotechnical information relating to the existing roadway composition and sub-base soil conditions. This information will be used to design the proposed pavement section.
- iii. We will develop typical sections for the proposed roadway improvements.
- iv. EMH&T will develop the horizontal and vertical alignment of the roadway improvements. Proposed curb profiles and storm sewer modifications will be developed, which enhance roadway drainage.
- v. Roadway cross-sections will be prepared on 50-ft intervals, showing grades for the public roadway, curb, tree lawn, sidewalk, and right-of-way line as well as show any existing or proposed utilities.
- vi. EMH&T will prepare intersection details at the intersecting streets to show curb, sidewalk, and curb ramp layout and grades in more detail. Curb ramps will be designed to conform to the Public Right of Way Accessibility Guidelines.
- vii. Storm sewer design will include the development of a stormwater tributary map and spreadsheet calculations using the rational method to size the proposed sewers. Storm sewers will be designed according to the City of Reynoldsburg Stormwater Design Manual.
- viii. EMH&T will prepare storm sewer plan and profiles for the public storm sewers.
- ix. Sedimentation and erosion control plans will be prepared for the public roadway and infrastructure project. Additionally, we will prepare a SWPPP and NOI application if the earth disturbed area exceeds one acre.
- x. EMH&T will prepare project details, supplemental project notes, and an estimate of quantities for the improvements, in conformance with Reynoldsburg standards for roadway design.
- xi. EMH&T anticipates up to five meetings during design to coordinate between the City and other project stakeholders to coordinate detailed design issues.
- xii. We will prepare maintenance of traffic details and a traffic control plan for the improvement.
- xiii. EMH&T will submit plans to private utility companies at the 50% and 75% design stage to identify any conflicts and discuss any relocation plans.

5. French Run Alley Improvements

- a. EMH&T will perform topographic survey at 50-ft intervals, at surface features, and at sewer inverts along the alley corridor. Survey will be obtained in the State Plane Coordinate System and using NAVD 88 datum.
- b. An AutoCAD base map will be developed using survey data, record plan information and GIS data to serve as the backbone for engineering design
- c. We will develop a site and grading plan for the pavement improvements showing tie-ins at the parking lots and north-south alley way connections. The grading plan will place an emphasis on maintaining existing elevations in the floodway.
- d. Project details, such as pavement section, drainage details, and site restoration will be prepared and included in the plan.
- e. EMH&T will prepare drainage and water quality considerations for the for the City to review and consider adding to the plan. Additionally, we will prepare and submit a floodplain construction permit to the City's floodplain administrator. Computer modeling and FEMA coordination are not anticipated to be necessary and, therefore, not included in the scope of services.

6. Sidewalk Assessment

- a. EMH&T will assist the City by performing sidewalk program assessments, cost estimates, and bidding services. Assessments will only be conducted on the streets that are selected for inclusion in the final street program. Based on prior experience, it is anticipated that sidewalk assessments will incorporate approximately 250 parcels. If this number is exceeded, additional fees for field inspections may be necessary.
- b. Pre-assessment Work
 - i. EMH&T will prepare a GIS database, which will be used to collect the sidewalk program deficiencies and generate exhibits showing the areas that are planned for sidewalk replacement.
 - ii. The software will be loaded onto a touchscreen data collector and tested in the office prior to deployment to the field.
- c. Field Assessment
 - i. EMH&T will perform field investigations using the handheld data collector for the parcels included in the program.
 - ii. EMH&T will identify sidewalk deficiencies according to the criteria outlined below:
 1. Vertical Offset – Sidewalk panels that are vertically offset by ¼" in rise/fall or greater at the panel joint
 2. Grade Change
 - a. Excessive rise or settling along the panel of greater than 1" per foot
 - b. Sidewalk has negative pitch causing it to hold water rather than drain to the street
 - c. Settlement between panels causing a dip in the walking surface

3. Surface Deterioration
 - a. Excessive broken areas or cracks in the sidewalk panel
 - b. Voids, spalling (pitting), or surface deterioration greater than 1/4" in depth
 4. Joint Failures, indicated by multiple cracks at the joint between panels
 5. Missing slabs or panels
 6. Other conditions causing unsafe surface in the opinion of the City and their authorized representatives
- iii. The collection database will include Parcel ID, address, owner name/address, and tax billing information.
 - iv. The type of deficiency will be identified along with quantity measurements for replacement.
 - v. Any deficiencies that appear to be the result of root upheaval from street trees will be flagged and information provided to the City for coordination with the Master Arborist, who will determine if the tree should be removed as part of the program.
- d. Data Analysis and Deliverables
 - i. EMH&T will review the field data once complete and compile the data by Parcel ID along with a sub-summary for each street and a total opinion of probable cost.
 - ii. A summary report including an exhibit will be prepared for coordination with each property owner.
 - iii. EMH&T will prepare specifications and incorporate the sidewalk program quantities into the bid for the 2024 Street Maintenance Program. A separate set of bid documents is not anticipated. We will develop specifications outlining the procedure for the sidewalk work and timeframes, which will be based on the City's assessment legislation timeline.
 - iv. EMH&T will coordinate with the City on legislation by providing data and exhibits for the sidewalk assessment program. Drafting of the legislation and scheduling it for the necessary readings and public review periods is assumed to be handled by the City. Mailing of resident notices and tracking responses is also assumed to be performed by the City.

7. Bidding Services

- a. Prepare 15 sets of bidding documents and publish the notice to contractors
- b. Respond to any requests for information from bidders during the bidding process
- c. Attend bid opening
- d. Prepare bid tab, award recommendation, and conformed copies of the contract documents

EXCLUSIONS:

1. Topographic survey, with the exception of curb survey for continuous curb streets and Rygate/Rider/Retton. The street program will be characterized and bid using GIS exhibits with an aerial photo background.

2. Subsurface evaluations besides the pavement thickness cores.
3. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in July or August of 2023, we anticipate that the project can be bid in January or February 2024.

FEE

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

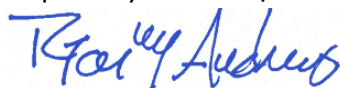
EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. Resurfacing Program	\$43,000.00
2. Curb Profiles	\$36,000.00
3. Preventative Maintenance	\$6,000.00
4. Rygate/Rider/Retton (Full Street Reconstruction Plans)	\$123,000.00
5. French Run Alley	\$32,000.00
6. Sidewalk Assessment Program	\$34,000.00
7. Bidding Services	\$4,000.00
<u>PROJECT TOTAL FEE</u>	<u>\$278,000.00</u>

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

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

Respectfully submitted,



Ryan M. Andrews, PE

cc: Mark Riley, Public Service Manager

Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into an InterGovernmental Agreement with the Franklin County Board of Commission and the Franklin County Engineer for Waggoner Road Improvements, and Declaring an Emergency

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

2nd read emergency

REASON FOR EMERGENCY:

financial needs of the City to secure appropriate funding for the Waggoner Road Project

STAFF REPORT:

An Ordinance AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE FRANKLIN COUNTY BOARD OF COMMISSIONS AND THE FRANKLIN COUNTY ENGINEER FOR WAGGONER ROAD IMPROVEMENTS, and declaring an emergency

WHEREAS, the City of Reynoldsburg has initiated the process for improvements to Waggoner Road ("Waggoner Project") for the next couple of years that will be funded through cooperation between the City, the Ohio Public Works Commission, Truro Township, and the Franklin County Engineer; and

WHEREAS, the Franklin County Commissioners have agreed to contribute \$729,000.00 towards Phase 1 of the Waggoner Road Project in consideration for the City's agreement to appropriately administer, operate, and maintain the project; and

WHEREAS, this Council finds that it is in the best interests of the City to enter into an Intergovernmental Agreement with Franklin County to achieve these stated ends.

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

REYNOLDSBURG:

Section 1. That the Mayor is hereby authorized to enter into a Cooperate Agreement with the Franklin County Board of Commissioners and the Franklin County Engineer for the improvement, maintenance, and operation of portions of Waggoner Road, Phase 1, within Truro Township, Franklin County, Ohio. The Intergovernmental Agreement is attached hereto as Exhibit A.

Section 2. That this Ordinance is deemed to be an emergency measure necessary for the immediate financial needs of the City in order to secure appropriate funding for the Waggoner Road Project. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

COOPERATIVE AGREEMENT BETWEEN
THE CITY OF REYNOLDSBURG, THE FRANKLIN COUNTY BOARD OF COMMISSIONERS AND THE FRANKLIN
COUNTY ENGINEER
FOR THE IMPROVEMENT, MAINTENANCE, AND OPERATION OF PORTIONS OF WAGGONER ROAD, PHASE
1, WITHIN TRURO TOWNSHIP, FRANKLIN COUNTY, OHIO

This Agreement is made by and between the City of Reynoldsburg ("CITY"), the Franklin County Board of Commissioners and the Franklin County Engineer ("COUNTY"), collectively referred to as "Parties."

This Agreement shall be for the purpose of cooperating on the roadway, drainage, and pedestrian improvements proposed by the City along Waggoner Road between East Main Street (US 40) and Priestley Drive and more fully defined by the City's 2023 Waggoner Road Improvements, Phase 1, construction documents ("Project"). A schematic plan of the Project area is shown on Exhibit A.

In consideration of the mutual benefit to both Parties, the Parties hereto agree as follows:

The City will:

1. Prepare construction plans, and coordinate utility relocation for the entirety of the Project. The Project will be designed in accordance with City standards and will include incorporation of curbing, drainage, storm, street lighting, and pedestrian facilities. The City will bid and administer construction for the Project.
2. Secure all existing PRO right-of-way in fee simple necessary for the implementation of the Project. Subsequent to this effort, the City will annex all or portions thereof of Waggoner Road to the extent possible based on said acquisitions. It is the City's intent to initiate the annexation process (where possible) by December 31, 2023. It is anticipated that the construction of the Project will be initiated prior to the annexation.
3. Operate and maintain the roadway after construction within the limits the Project, regardless of the annexation status or extents. The City's responsibility will include all operation and maintenance activities for the assets within the Project limits, including but limited to: pavement, striping, signs, drainage, storm sewer, curb, pedestrian facilities, street lighting, snow/ice removal and mowing.

Franklin County will:

1. Review and approve the construction plans for the Project. The review shall be consistent with City-initiated Capital Projects for which the infrastructure will be owned and maintained by the City.
2. Cooperate with the City's Contractor and construction team during the construction phase of the Project. This shall include attendance at the preconstruction meeting.
3. Contribute Seven Hundred Twenty-nine Thousand and 00/100 Dollars (\$729,000.00) to the City in support of the construction of the Project. The contribution shall be made on or before September 30, 2023.

4. Continue to own and maintain the existing bridge over French Run, which is identified as FRA-C106-0705 (SFN 2531291).

In witness thereof, the Parties hereto have executed this agreement.

REYNOLDSBURG

Witness: _____

Date: _____

By: _____

Joseph Begeny
Mayor

FRANKLIN COUNTY ENGINEER

Witness: _____

Date: _____

By: _____

Cornell R. Robertson, P.E., P.S.
Franklin County Engineer

FRANKLIN COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM

G. Gary Tyack
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

Assistant Prosecuting Attorney

John O'Grady, President

Kevin L. Boyce, Commissioner

Erica C. Crawley, Commissioner



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance to Amend Chapter 141, Section 141.01 Compensation for the Mayor, Chapter 143, Section 143.01 Compensation for the City Auditor and Chapter 147, Section 147.03 Compensation for the City Attorney of the Code of Ordinances for the City of Reynoldsburg, Ohio

APPROVALS:

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

AN ORDINANCE TO AMEND CHAPTER 141, SECTION 141.01 COMPENSATION FOR THE MAYOR, CHAPTER 143, SECTION 143.01 COMPENSATION FOR THE CITY AUDITOR, AND CHAPTER 147, SECTION 147.03 COMPENSATION FOR THE CITY ATTORNEY OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the Reynoldsburg City Mayor and City Attorney positions have not had a salary increase since 2012 and the City Auditor's office salary was last increased in 2021; and

WHEREAS, the Reynoldsburg City Council has determined that it would be appropriate to increase the salaries for the positions of Mayor and City Attorney effective January 1, 2024 following the November 2023 election; and

WHEREAS, the Reynoldsburg City Council has determined that the City Auditor position following the next election in 2025 effective January 1, 2026; and

WHEREAS, it has been determined that the increases shall be based on a two percent (2%) increase per year dating back to 2013 for the Mayor and City Attorney positions and a two percent (2%) increase for the City Auditor position beginning in 2022; and

WHEREAS, following the effective date of these increases, a two percent (2%) will be provided for the each calendar year for that term of office.

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

SECTION 1. That Chapter 141 Council, Section 141.01 Compensation for the Mayor be and is hereby amended to read as follows:

141.01 COMPENSATION.

1. Effective January 1, 20~~12~~24, the salary for the Mayor shall be ~~ninety-seven thousand eight hundred and two dollars (\$97,802), one hundred twenty-four thousand thirty-six dollars and fifty-eight cents (\$124,036.58)~~ which is the yearly amount of compensation for ~~2011~~2024, and shall be the ~~yearly~~-compensation for the Mayor until changed by City Council.
2. Each calendar year from 2025 through 2027, the salary from the previous year shall be increased by the percentage increase of two percent (2%).

SECTION 2. That Chapter 143, Council, Section 143.01 Compensation for the City Auditor be and is hereby amended to read as follows:

143.01 COMPENSATION.

1. Effective January 1, ~~2018~~2026, the salary for the City Auditor shall be ~~eighty-three thousand one hundred seventy-eight dollars and twelve cent (\$83,178.12)~~ninety-five thousand five hundred forty-five dollars and twenty-one cents (\$95,545.21), which is the yearly amount of compensation for ~~2018~~2026, and shall be the ~~yearly~~-compensation for the City Auditor until changed by City Council.
2. Each calendar year from ~~2019-2027~~ through ~~2021~~2029, the salary from the previous year shall be increased by the percentage increase of two percent (2%).

SECTION 3. That Chapter 147 Council, Section 147.03 Compensation for the City Attorney be and is hereby amended to read as follows:

147.03 COMPENSATION.

3. Effective January 1, 20~~12~~24, the salary for the City Attorney shall be ~~ninety-seven thousand eight hundred and two dollars (\$97,802), one hundred twenty-four thousand thirty-six dollars and fifty-eight cents (\$124,036.58)~~ which is the yearly amount of compensation for ~~2011~~2024, and shall be the ~~yearly~~-compensation for the City Attorney until changed by City Council.
-
4. Each calendar year from 2025 through 2027, the salary from the previous year shall be increased by the percentage increase of two percent (2%).

SECTION 4. That existing Section 141.01 of Chapter 141, Section 143.01 of Chapter 143, and Section 147.03 of Chapter 147 be and is hereby amended.

SECTION 5. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

Percent Increases

Current Salary \$97,802

\$88,269.00

Mayor/Attorney		
2013	2%	\$99,758.04
2014	2%	\$101,753.20
2015	2%	\$103,788.26
2016	2%	\$105,864.03
2017	2%	\$107,981.31
2018	2%	\$110,140.94
2019	2%	\$112,343.76
2020	2%	\$114,590.63
2021	2%	\$116,882.44
2022	2%	\$119,220.09
2023	2%	\$121,604.49
2024	2%	\$124,036.58 effective 1/1/24
2025	2%	\$126,517.31
2026	2%	\$129,047.66
2027	2%	\$131,628.61

City Auditor		
2022	2%	\$90,034.38
2023	2%	\$91,835.07
2024	2%	\$93,671.77
2025	2%	\$95,545.21
2026	2%	\$97,456.11 effective 1/1/26
2027	2%	\$99,405.23
2028	2%	\$101,393.33
2029	2%	\$103,421.20

Mayor, City Attorney, City Auditor Salary Survey

This survey used municipalities in the central Ohio area with populations between 30,000 and 50,000.

	Mayor/Manager		City Attorney	City Auditor
Bexley	\$150,000	elected		\$114,797
Delaware	\$202,800			\$108,362
Dublin	\$194,744			\$144,053
Canal Winchester	\$100,838	elected		\$96,762
Gahanna	\$103,809	elected		\$115,398
Grove City	\$172,000			\$122,158
Hilliard	\$193,600			\$106,570
Lancaster	\$99,104	elected	\$105,706	\$85,381
Marysville	\$139,740			\$119,617
Newark	\$94,955	elected		\$89,426
Upper Arlington	\$217,465			\$140,101
Westerville	\$209,000			\$156,998
Worthington	\$170,629			\$122,518

QUALIFICATION AND DUTIES

MAYOR

SECTION 5.02 QUALIFICATIONS.

(a) Candidates for the office of Mayor shall have been electors of the City for at least one year immediately prior to the Municipal election at which they seek to be elected.

(b) The Mayor shall be a full-time official of the City and shall not hold any other full-time public or private employment or any part-time public or private employment that could in any way interfere with his or her being available day or night, to fulfill the position of Mayor.

(c) The Mayor shall be an elector of the City during the term of office, and shall not hold any other public office during a term, except the Mayor may hold office in a political party or be a delegate to a political party convention, serve as a notary public, serve as a member or officer in the military reserve or national guard, serve in any office, position or capacity to further intergovernmental cooperation, and may hold any office permitted by this Charter or the laws of Ohio.

SECTION 5.03 POWERS, DUTIES AND FUNCTIONS.

(a) The Mayor shall be the chief executive, administrative and law enforcement officer of the City, and shall be responsible for and have the authority to administer and generally control, direct and supervise all administrative departments, divisions and sub-units thereof, except the Departments of Law and City Auditor. The Mayor shall enforce the provisions of this Charter and the ordinances and resolutions of the City pertaining to matters subject to the Mayor's direction, control and supervision. The Mayor shall not usurp or interfere with the exercise of powers, duties and functions of other elected officers of the City; rather, the Mayor shall cooperate fully with such other elected officials to assure the orderly and efficient management of the City.

(b) In addition to the matters set forth in division (a) of this section, the Mayor shall have the following powers, duties and functions:

- (1) The right and-duty to attend all meetings of the Council, and to participate in the discussions on any matters before the Council, but the Mayor shall not be entitled to vote on any matter before the Council.
- (2) The right to veto the passage of ordinances and resolutions as provided in Section 4.06 of this Charter.

- (3) To appoint, promote, remove, suspend or otherwise discipline all officers and employees in the classified and unclassified service of the City, subject to the provisions of this Charter relating to Civil Service; provided the Mayor shall not exercise such authority and powers over elected officials, the employees of the Departments of Law and City Auditor, the officers and employees of the Council, and in other instances where this Charter provides for another officer or body to exercise such authority and powers.
- (4) To prepare and submit to the Council the annual budget, appropriation measures and capital programs of the City.
- (5) To prepare and submit to the Council on or before the first day of March of each year, and to make available to the general public, a complete report of the administrative activities and programs of the City which are under his general direction, control and supervision for the prior year.
- (6) To make such other reports as the Council may require concerning the operation and programs of the administrative departments, divisions or sub-units thereof, and any Boards or Commissions of the City which are under the Mayor's general direction, control and supervision.
- (7) To keep the Council fully advised concerning the present condition and future needs of the City and to make any recommendations to the Council concerning the affairs of the City as the Mayor deems desirable.
- (8) To enforce all terms and conditions imposed in favor of the City or its inhabitants in any franchise or contract to which the City is a party, and to see that they are faithfully kept and performed.
- (9) The Mayor shall be recognized as the head of the City government by the President and other officers of the United States and the Governor and other officers of the State of Ohio for military purposes.
- (10) To exercise all judicial powers and functions granted to Mayors of municipal corporations by the laws of Ohio and applicable court rules.
- (11) To affix to all official documents and instruments of the City the Mayor's seal, which shall be the seal of the City, but the absence of the seal shall not affect the validity of any document or instrument.
- (12) To perform such other powers, duties and functions as provided under this Charter, the City's ordinances and resolutions, and the laws of Ohio, to the extent that such laws are consistent with this Charter and the City's ordinances and resolutions.

CITY ATTORNEY

(b) The City Attorney shall be an elector of the City at the time of filing for and during the term of office. The City Attorney shall not hold any other public office during a term, except the City Attorney may hold office in a political party or be a delegate to a political party convention, serve as a notary public, serve as a member or officer in the military reserve or national guard, serve in any office, position, or capacity to further intergovernmental cooperation, and may hold any office or position permitted by this Charter or the laws in Ohio. The City Attorney shall be an attorney at law duly authorized to practice law in Ohio.

(c) The City Attorney shall serve as legal counsel to the school district serving the territory of the City, and the City Council shall, by ordinance, require compensation to the City by the Board of Education for those services if it becomes advisable to do so, and the fees charged shall

be reasonably calculated to reimburse the City for its costs of such services.

(d) The City Attorney shall be the legal advisor, prosecuting attorney and counsel for the City, and, subject to the direction of the Council, shall represent the City in all proceedings in Court or before any administrative board or body. Except as otherwise provided in this Charter, the City Attorney shall perform all other powers, duties and functions now or hereafter imposed on the city directors of law under the laws of Ohio: and shall perform other powers, duties and functions as required by this Charter, or by ordinance or resolution; provided that such laws, ordinances or resolutions are not in conflict with and are consistent with this Charter.

CITY AUDITOR

(b) The City Auditor shall be qualified for office by reason of training or experience in matters pertaining to accounting, financial reporting and other fiscal matters. (Amended 11-3- 87.)

(c) The City Auditor shall be an elector of the City at the time of filing for and during the term of office. The City Auditor shall be a full-time officer of the City and shall not hold other full-time public or private employment; except the Auditor may hold office in a political party or be a delegate to a political party convention, serve as a notary public, serve as a member or officer in the military reserve or national guard, serve in any office, position, or capacity to further intergovernmental cooperation, and may hold any office or position permitted by this Charter or the laws of Ohio.

(d) The City Auditor shall be the chief fiscal officer of the City and, except as otherwise provided in this Charter, shall perform the powers, duties and functions now or hereafter given to City Auditors and Treasurers under the general laws of Ohio to the extent those laws are not in conflict with this Charter. The City Auditor shall also have the following powers, duties and functions:

- (1) To keep the financial records of the City.
- (2) To establish the accounting systems, financial records and reports used by The offices, departments and divisions, or such sub-units thereof, boards and commissions of the City.
- (3) To receive and/or account for all taxes and other revenues and receipts of money of the City.
- (4) To maintain accurate records of all appropriations, encumbrances against appropriations, and expenditures of the money of the City.

- (5) To maintain an accurate record of all assets and liabilities of the City.
- (6) To audit, on an annual or continuing basis, the financial records and accounts of all departments and divisions or sub-units thereof, officers, boards and commissions. The Council may require a more frequent audit by ordinance or resolution. Upon the death, resignation or removal of any officer, the City Auditor shall audit the financial records and accounts of such official.
- (7) To provide full and complete information concerning the financial affairs and status of the City as required by the Mayor, the Director of Finance or the Council, or any committee thereof; and to provide full and complete information concerning the financial affairs and status of any board or commission of the City upon the written request of the chairman of the board or commission, the Mayor or the Council.
- (8) To make a full and complete report of the City's financial affairs and status at the end of each year, which report shall be made available to all other officers of the City and members of the general public.
- (9) To act as the custodian of all monies of the City and to provide for the deposit of active monies of the City as directed by the Council, by ordinance or resolution; and the investment of interim or inactive monies of the City as directed by the Treasury Investment Board, by motion.
- (10) To perform such other powers, duties and functions as are required by this Charter and the ordinances and resolutions of the City. (Amended 11-2-82)

Strong Mayor vs. City Manager

5 Responsibilities of a Strong Mayor

A mayor is the chief executive officer of a city or town. Nearly all of America's larger cities have an elected mayor atop the hierarchy of their municipal government. Mayoral duties include, but are not limited to, the following:

1. **Political leadership:** The mayor is the public face of a local government. They address the media and the general public. They are also held responsible for the conduct of city officials, even officials who do not report directly to them.
2. **Policy generation:** A city's mayor charts its public policy course. Policy decisions come from consultation with the public and other members of government.
3. **Working with the city council:** In a mayor-council form of government, the mayor shares governing duties with a city council. In some municipalities such as Phoenix, the mayor is the head of the council. They attend council meetings and vote on legislation along with other city council members. In other cities like Los Angeles, the mayor does not serve on the council but may propose legislation. In this case, the mayor can approve or veto bills that pass through the council (a mayor who serves on the city council would not have that veto power).
4. **Leading city agencies:** A typical city has many agencies and departments that handle city business, including police, fire, public works, and schools, which a strong Mayor will oversee and manage.
5. **Budgeting:** A Mayor may be responsible for overseeing the budget, expenditures, and disbursements.
6. **Job appointment:** In cities with a strong-mayor system (where the mayor has considerable authority over personnel), such as New York and Chicago, the mayor may appoint and remove city commissioners and city administrators. In a weak-mayor system (where the mayor has little control over policy), as is used in Dallas, the mayor cannot make such personnel changes. Appointing and removing employees is more likely to fall to a city manager.

What Does a City Manager Do?

A city manager is the chief administrative officer of a municipality that generally operates on a council-manager form of government. A city manager is not elected like a mayor, but may be a full-time position. Typical duties of a city manager include:

- **Executing laws and regulations:** While elected officials like city councilors and a mayor might write laws, the city manager is responsible for implementing them.
- **Overseeing day-to-day operations of a city:** A typical city has many agencies and departments that handle city business, including police, fire, public works, and schools. In a council-manager system of government, the city manager makes sure these departments function properly.
- **Budgeting:** As with any professional manager, a city manager may be responsible for overseeing the budget, expenditures, and disbursements.

- **Working with the city council:** A city manager does not vote on city council matters, but they do attend council meetings, often moderating them. Managers also exist on a county level, in which case they work alongside a county management association.

The council-manager form of government is popular in the West and Southwest. Cities like San Antonio and Las Vegas notably use this system.

Mayor vs. City Manager: 3 Key Differences

Mayors and city managers both sit atop local governments, but the positions have notable differences.

1. **Mayors are elected, but city managers are not.** Mayors are typically elected to either a two-year term or a four-year term. City managers tend to be long-term city employees, who are hired or fired by a legislative body.
2. **City managers tend to have more specific training.** Many city managers hold a Masters of Public Administration (MPA), a graduate level degree tailored toward managing large public institutions. Mayors may hold an MPA, but they are typically elected based upon political skill.
3. **City managers often make more money than mayors.** In small cities, city managers are prized for their administrative abilities and tend to draw fairly substantial salaries; mayors tend to make lower salaries on average.

Salaries of City Auditor/City Attorney/Mayor from 1995 - Present

City Auditor				City Attorney				Mayor			
Year	Salary	Percentage	Ordinance	Year	Salary	Percentage	Ordinance	Year	Salary	Percentage	Ordinance
				1996	\$55,680.00		06-95	1996	\$57,680.00		19-95
				1997	\$57,350.00	3%		1997	\$59,410.00	3%	
				1998	\$59,070.00	3%		1998	\$61,192.00	3%	
				1999	\$60,843.00	3%		1999	\$63,028.00	3%	
				2000	\$72,000.00	15%	05-99	2000	\$72,000.00	12%	06-99
				2001	\$74,160.00	3%		2001	\$74,160.00	3%	
2002	\$58,000.00			2002	\$76,385.00	3%		2002	\$76,385.00	3%	
2003	\$59,740.00	3%		2003	\$78,676.00	3%		2003	\$78,676.00	3%	
2004	\$61,532.00	3%		2004	\$83,500.00	6%	06-03	2004	\$83,500.00	6%	05-03
2005	\$63,378.00	3%		2005	CPI	3%		2005	CPI	3%	
2006	\$66,674.00	5%	122-05	2006	CPI	2%		2006	CPI	2%	
2007	CPI	4%		2007	CPI	4%		2007	CPI	4%	
2008	CPI	0.1%		2008	CPI	0.1%	03-06	2008	CPI	0.1%	04-06
2009	CPI	3%		2009	CPI	3%		2009	CPI	3%	
2010	\$72,494.31	1%	85-09	2010	CPI	1%		2010	CPI	1%	
2011		3%		2011	CPI	3%		2011	CPI	3%	
2012		1%		2012	\$97,802	0%	46-11	2012	\$97,802.00	0%	46-11
2013		1%		No change since 2012				No change since 2012			
2014	\$76,843.64	3%	98-13								
2015	\$78,380.64	2%									
2016	\$79,948.18	2%									
2017	\$81,547.18	2%									
2018	\$83,178.12	2%	157-17								
2019	\$84,841.64	2%									
2020	\$83,333.38	2%									
2021	\$88,296.22	2%									
2022	\$88,296.22										
2023	\$88,296.22										

to date

CPI

2.0%
1.5%
1.6%
0.1%
1.0%
2.0%
2.4%
1.8%
1.0%
4.7%
8.0%
*5.8%



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance to Amend Chapter 175 Purchasing and Contracting Procedures of the Codified Ordinances of the City of Reynoldsburg

APPROVALS:

Joe Begeny
Chris Shook
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

An Ordinance to Amend Chapter 175 Purchasing and contracting procedures of the Codified Ordinances of the City of Reynoldsburg

WHEREAS, the Council of the City of Reynoldsburg desires to increase the bid threshold for non-exempt city contracts from \$25,000.00 to \$50,000.00 to reduce time and expense associated with the bid process for such contracts; and

WHEREAS, the Council of the City of Reynoldsburg further desires to amend Chapter 175 of the Codified Ordinances to reflect the practical realities of contracting that will promote efficiency and cost-effectiveness; and

WHEREAS, all contracts requiring an appropriation of funds and all non-exempt contracts in excess of \$25,000.00 will still require City Council authorization.

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

Section 1. That Chapter 175 Purchasing and Contracting Procedures of the Codified Ordinances of the City of Reynoldsburg shall be amended as set forth in the attached Exhibit A.

Section 2. Upon approval of Council, this Ordinance shall be effective thirty days after the signature of the Mayor.

CHAPTER 175

Purchasing and Contracting Procedures

175.01 PURCHASING AND CONTRACTING PROCEDURES.

(a) The Mayor, City Auditor, or the City Attorney may, without competitive bidding ~~or further legislative authorization by City Council~~, make any contract purchase for supplies, materials, equipment, or provide labor for any work under the supervision of their respective departments involving not more than ~~twenty-five~~fifty thousand dollars (\$~~25~~50,000).

(b) All contracts in excess of ~~the amount authorized in subsection (a) above, twenty-five thousand dollars (\$25,000)~~ shall be approved by City Council before being executed by any official of the City, even if the appropriation for a contract has been previously approved by City Council.

(c) All contracts in excess of the amount permitted in subsection (a) above, shall be subject to the competitive bidding requirements as set forth in the City Charter, Codified Ordinances, or State law, unless an exception or alternative is otherwise provided for by Council.

(1) When a proposed contract or expenditure exceeds the amount authorized by subsection (a) above, then the Council shall, by motion, authorize the appropriate City official to cause plans and specifications to be prepared and advertise for bids once a week for two consecutive weeks in at least one newspaper of general circulation within ~~the City~~Franklin County, and the Council shall appropriate funds for that purpose unless they have been previously appropriated and remain unencumbered.

(2) The Mayor and City Auditor, or their designated representatives, shall receive and publicly announce sealed bids in the manner required by the specifications. The Mayor shall recommend to the Council, at its next regular Council meeting or a special Council meeting called for the purpose, the bid or bids the Mayor believes to be the lowest and best bid. At such meeting or its next regular meeting, the Council shall determine which bid or bids are the lowest and best and shall by ordinance direct the Mayor to enter into written contract with the bidder who is determined to be the lowest and best. Any ordinance directing the Mayor to enter into written contract shall appropriate funds for the purpose of the contract unless funds have been previously appropriated and remain unencumbered.

(3) The Mayor shall execute a written contract on behalf of the City after such ordinance becomes effective and upon receipt of a certification from the City Auditor that funds for the contract are available.

(4) The City Attorney shall approve the contract as to its form.

(5) The Council may reject any and all bids by motion. Thereafter, the Council may direct that the proposed contract or expenditure be re-advertised and that new bids be invited and received.

(d) The following contracts are not subject to competitive bidding requirements and, further, shall not require City Council approval where there are adequate unencumbered appropriations identified in the annual budget approved by City Council:

(1) CAs as an alternative to competitive bidding, contracts for professional services, are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose. "Professional services" are services that require skill or expertise of an advanced, specialized or peculiar nature, including, es, but are not limited to, services of an accountant, appraiser, architect, attorney at law, physician, professional engineer, and/or design firms, real estate appraiser, computer software consultants, telecommunications consultants, third party benefit administrators, construction project manager, surveyor, or fiscal and management consultants.

(2) —(e) As an alternative to competitive bidding, the Mayor shall have the authority to obtain The purchase of goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitation, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

(3) —(f) As an alternative to competitive bidding, the Mayor may also The purchase of goods and/or services upon equivalent or better terms and equal or better pricing than a cooperative purchasing program described in subsection (De)(2) above, without further legislative authorization where there are adequate unencumbered appropriations for that purpose.

(4) The purchase of goods and/or services upon a determination by Mayor or designee that only a sole source exists for the purchase of such goods and/or services, or for the purchase of proprietary computer software programs.

(fg) As an alternative to competitive bidding, the Mayor shall have the authority to purchase goods and/or services from, or with another political subdivision, the Ohio State Government, or the United States Government. All proposed contracts under this subsection (g) must be approved by a majority of Council.

(gh) As an alternative to competitive bidding, the Council may, by ordinance, provide for the purchase, sale or lease of real property, on such terms as the Council, in the exercise of its discretion may deem necessary and in the best interest of the City.

(hi) In any case in which a contract is entered into upon a per unit basis, the Mayor shall make an estimate of the total amount to become due upon such contract. The estimate shall be certified in writing to the City Auditor. Any proposed contract under this section may be executed without further legislative authorization where there are adequate unencumbered appropriations for that purpose and the total amount due upon such contract does not exceed the amount provided for by Council in subsection (a) hereof.

(~~j~~i) In the case of a real and present emergency, the Council may, by a vote of at least two-thirds of its members, suspend any provision of this chapter and direct the Mayor to enter into contract, without competitive bidding, the purchase or expenditures for supplies, materials, equipment, provide labor, or any other purpose the Council in its discretion deems necessary and in the best interest of the City.

(~~j~~k) No contract, agreement or other contractual obligation involving the expenditure of money shall be entered into or authorized by the Mayor or Council unless the City Auditor or a duly authorized representative of the Auditor shall first certify that the money required for the contract, agreement, obligation or expenditure is in the City's treasury or in the process of collection and that the money has been appropriated by Council for the purpose and remains unencumbered.

(~~k~~l) No contract, agreement or other contractual obligation shall be entered into or authorized by the Mayor or Council unless the City Attorney or a duly authorized representative of the City Attorney shall first approve the contract as to its form. Any clause in any contract or agreement that requires the City to indemnify another party to the contract shall be void and unenforceable against the City.

(l) The Mayor may execute a change order on a contract for the construction, demolition, alteration, repair, or reconstruction of any building, structure, street, or other public improvement without further City Council approval if the adjustment does not exceed the amount, including any contingency, in the authorizing legislation. Change orders that cause the total contract priced to exceed legislative authority must be approved by ordinance or resolution of City Council. Change orders do not require form approval by the City Attorney.

(Ord. 155-17. Passed 12-18-17.)

**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Directing the City Auditor and Staff to Engage, Contract, and Fully Cooperate with a Consultant Specializing in Management, Human Resources Consulting, and Corporate Teambuilding to Promote and Improve Cooperation and Positive Coordination in the Office of the City Auditor, Appropriating Funds Therefor, and Declaring an Emergency

APPROVALS:

EMERGENCY:

City financial needs

REASON FOR EMERGENCY:

This is presented as an emergency to facilitate, as soon as practicable, consulting services in the City Auditor's Office to address ongoing internal conflict that has not been properly addressed.

STAFF REPORT:

An Ordinance Directing the City Auditor and Staff to Engage, Contract, and Fully Cooperate with a Consultant Specializing in Management, Human Resources Consulting, and Corporate Teambuilding to Promote and Improve Cooperation and Positive Coordination in the Office of the City Auditor, Appropriating Funds Therefor, and Declaring an Emergency

WHEREAS, the City of Reynoldsburg recently commissioned a third party internal investigation regarding personnel conflicts within the Office of the City Auditor; and

WHEREAS, the results of the investigation demonstrate that there are ongoing internal conflicts within the Office of the City Auditor that remain unaddressed; and

WHEREAS, the third party investigator recommended, as a result of the investigation, that the City Auditor "engage and contract with a duly qualified outside corporation that specializes in management, HR consulting, and/or corporate teambuilding to promote and improve cooperation and positive coordination within his Office;" and

WHEREAS, the third party investigator stated such "effort will help to improve damaged work relationships to the benefit of all Auditor's Office employees and the City generally" and that such efforts should be undertaken "as soon as practical;" and

WHEREAS, this Council has identified an appropriate, duly qualified consultant to perform the services as recommended by the third party investigator; and

WHEREAS, City of Reynoldsburg Charter Section 6.02(d)(10) states: "The City Auditor shall also have the following powers, duties and functions: (10) To perform such other powers, duties and functions as are required by this Charter and the ordinances and resolutions of the City." (emphasis added); and

WHEREAS, the Council of the City of Reynoldsburg finds the best interests of the City and its employees are served by directing the City Auditor and staff, under Charter Section 6.02(d)(10), to engage in consulting services for the Office of City Auditor.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Ohio:

Section 1. The City Auditor is directed to engage, contract, and fully cooperate with Training Marbles, Inc. (Exhibit A), to promote teambuilding and positive cooperation within the Office of the City Auditor, and to follow all recommendations submitted by the consultant.

Section 2. That an amount not to exceed \$10,000.00 from the unappropriated General Fund (110) be and is hereby appropriated to account number 110.545.5339 Miscellaneous Contracts.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the immediate needs of the Office of the City Auditor, as well as the public peace and health of the City. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

CONFLICT RESOLUTION

Training Marbles, Inc.



Call us at (844)-362-7253 ext. 1

ABOUT US

Training Marbles, Inc. is a recognized and respected leader in the training industry with over twenty years of training and course development experience. We are EXPERTS focused on engaging content that energizes the conversation in the workplace. Our staff will tailor our programs to fit your organization's needs.

OUR VISION

Our customers appreciate and respond to our excellence in service, quality training, and cost-effective programs, making Training Marbles, Inc. the HR provider of choice. We will not only train your team but also help facilitate an atmosphere that reduces conflict and increases **belonging** within your workplace.



COMMITMENT TO EXCELLENCE

We are committed professionals ready to meet and exceed our client's expectations. Our focused professionals are genuinely interested in getting the job done right.

We will never duplicate course content and will work tirelessly to act in the best interest of your team.

CONFLICT RESOLUTION PROPOSAL

Objective:

This proposal aims to enhance the communication and cooperation within the Auditor's Office to resolve the ongoing conflict between the Auditor, Finance Manager, and Tax Administrator, improve teamwork, and increase communication to ensure that the work of the City is the priority within the department.

Steps:

1. Meet one-on-one with each individual involved to gain perspective on the conflict and steps needed to resolve the issue.
2. Clarify the roles and responsibilities of each department member to ensure clarity of assignments and duties for the team. If necessary, realign the reporting structure within the department to establish balance with the Mayor's office and City Council to ensure accountability and task assignments are neutral within the department.
3. Conduct an Emotional Intelligence assessment for each person within the department; this includes an individual debrief and report to facilitate growth.
4. Conduct an in-person meeting with the group to discuss the conflict so each person gains perspective and ownership of their impact on the team and a consensus on the move forward.
5. Set up regular meetings with the Human Resources Director to ensure touchpoints and accountability have been established, reviewed, and ongoing checks and balances are created, and to address any emerging issues or challenges.
6. Report an overview of the situation, continued support, and any additional tools needed, including accountability.

Expected Outcomes:

By following these steps, we anticipate achieving the following outcomes:

- Decreased conflict within the department, particularly the interpersonal dynamic.
- Improved communication and collaboration within the Finance Department and other stakeholders.
- Clearer roles and responsibilities for the Finance Department in budgeting, reporting, and auditing.
- Mitigate claims of a Hostile Work Environment and Harassment with the Finance Department.
- Enhanced financial performance and accountability for the City of Reynoldsburg.

COST

Individual Meetings, EQ, and Assessment...

\$1,500 PER PERSON

Group Meeting Session

\$1,295.00 PER SESSION (3 hrs.)



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Purchase Windows for the Administration Building, Appropriate Funds, Waive Competitive Bidding, and Declaring an Emergency

APPROVALS:

Mollie Prasher

EMERGENCY:

City financial and health needs

REASON FOR EMERGENCY:

to prevent additional damage to the Administration Building due to rain

STAFF REPORT:

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE WINDOWS FOR THE ADMINISTRATION BUILDING, APPROPRIATE FUNDS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, staff has determined that many windows in the Administration Building of the City of Reynoldsburg have broken seals and are in need of replacement; and

WHEREAS, following bids received, the City has selected Infinity Retail, LLC to replace twenty-nine (29) windows at a cost of \$42,000.00; and

WHEREAS, as funds for this project were not budgeted, an appropriation from the General Fund (110) is necessary; and

WHEREAS, Infinity Retail, LLC is the only responsive vendor of Marvin Window, staff is asking that competitive bidding be waived.

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

SECTION 1. That the Mayor hereby authorizes the purchase of twenty-nine (29) windows for the Administration Building (City Hall) in an amount of not to exceed \$42,000.00 using Infinity

Retail, LLC as the selected contractor.

SECTION 2. That an amount of \$42,000.00 be appropriated from the unappropriated General Fund (110) and appropriate to account number 110.595.5361 Building Repair and Maintenance.

SECTION 3: That competitive bidding be waived as Infinity Retail, LLC. is the only responsive vendor of Marvin Windows, which is the manufacturer of all the other existing windows in the Administrative Building (City Hall).

SECTION 4: That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the Administration Building and to curtail additional damage. Upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Purchase Two Watchguard Systems for the Police Department and Appropriate Funds Therefor

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

Watchguard products are designed to protect computer networks from outside threats such as malware and ransomware. Money be unappropriated from the general fund and appropriated to account 110.111.5639 for two watchguard systems.

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE TWO WATCHGUARD SYSTEMS FOR THE POLICE DEPARTMENT AND APPROPRIATE FUNDS THEREFOR

WHEREAS, the Reynoldsburg Police Department needs to purchase technology to protect the department from malware and ransomware; and

WHEREAS, staff has determined that the product that will best meet the needs of the Police Department is Watchguard; and

WHEREAS, these two Watchguard systems will protect the Police Department's computer networks as a unified threat management threat protection product; and

WHEREAS, a total amount of \$10,444.00 be appropriated from the unappropriated General Fund (110) to purchase two Watchguards for the Police Department and will be reimbursed by a previously received AJG Award grant where, when reimbursed, will be deposited into the Edward Byrne Fund (297).

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

SECTION 1. That the Mayor authorizes the purchase of two Watchguard systems in an amount of \$10,444.00 to protect the Police Department from malware and ransomware.

SECTION 2. That an amount of \$10,444.00 be appropriated from the unappropriated General Fund (110) be appropriated to account 110.111.5639 Other Equipment. When funds are reimbursed by the JAG Award grant, those funds will be deposited into the unappropriated Edward Byrne Fund (297).

SECTION 4. This Ordinance, being an emergency measure necessary for the immediate preservation of the financial needs of the City in order to secure technology coverage for Police Department computers, shall be in full force and effective immediately upon passage by Council and the signature of the Mayor.



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Mayor to Enter into a Contract for a Guaranteed Maximum Cost Reimbursement Agreement and Operating/Maintenance Agreement with the City of Columbus for Property Located at 1455 Brice Road

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The City of Columbus and the City of Reynoldsburg desires to provide a park for passive recreational activities for the use and benefit of the public.

An Ordinance Authorizing the Mayor to Enter into a Contract with the City of Columbus for the following: Guaranteed Maximum Cost Reimbursement Agreement and Operating & Maintenance Agreement

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR A GUARANTEED MAXIMUM COST REIMBURSEMENT AGREEMENT AND OPERATING/MAINTENANCE AGREEMENT WITH THE CITY OF COLUMBUS FOR PROPERTY LOCATED AT 1455 BRICE ROAD

WHEREAS, that the City of Reynoldsburg desires to lease from the City of Columbus real property located at 1455 Brice Rd, Reynoldsburg, Ohio, identified as the Franklin County Tax Parcel I.D. # 060-001274-00; and

WHEREAS, the City of Columbus and City of Reynoldsburg desire to provide a park for passive recreational activities for the use and benefit of the public; and

WHEREAS, the City of Reynoldsburg desires to provide the planning and design services, bidding, contract, and project management supervision of the construction and daily

maintenance of the park, which shall be contingent upon subsequent Council approval including the appropriation of funds; and

WHEREAS, the City of Columbus agrees to contribute between one million five hundred thousand dollars (\$1,500,000) and two million dollars (\$2,000,000), which shall be contingent upon subsequent Council approval including the appropriation of funds for the construction of a passive recreational park that shall include, but not limited to, all components, requirements, and expenses associated with constructing the passive recreational park; and

WHEREAS, this Council finds that the lease agreement between the City of Reynoldsburg and the City of Columbus, as well as the construction reimbursement agreement associated therewith, are in the best interests of the City of Reynoldsburg.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with the City of Columbus for a park for passive recreational activities for the use and benefit of the public. The agreement and all associated exhibits are attached as Exhibit A and shall be incorporated by reference herein.

SECTION 2. That the City of the term of this Lease shall be for ten (10) years commencing on a date to be finalized and that said Lease shall be automatically renewable for up to ten (10) additional successive years. A prepaid rental payment of one dollar (\$1.00) per year shall be due and payable at the time of mutual execution of this Lease, the receipt for all twenty (20) years (\$20.00) is acknowledged herein by the Lessee's signature on the Lease.

SECTION 3. That the Mayor be and is hereby authorized to enter into a Guaranteed Maximum Cost Reimbursement Agreement with the City of Columbus, attached hereto as Exhibit B.

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

CAPITAL IMPROVEMENTS PROJECT

Guaranteed Maximum Cost Reimbursement Agreement Brice Road Park Improvements

By

**The City of Columbus
and
The City of Reynoldsburg**

January ~~May~~ February _____, ~~2022~~ 2023

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CAPITAL IMPROVEMENTS PROJECT
GUARANTEED MAXIMUM COST REIMBURSEMENT AGREEMENT
FOR THE
BRICE ROAD PARK

This Guaranteed Maximum Cost Reimbursement Agreement (the "Agreement"), by and between the City of Columbus, State of Ohio, acting by and through its Director of Recreation and Parks, hereinafter designated the "**CITY**", and the City of Reynoldsburg, a municipal corporation, hereinafter designated "**REYNOLDSBURG**", is entered into as of this ____ day of _____, 2023 (the "**Effective Date**") pursuant to Columbus City Ordinance No. xxxx-2023, passed the ____ day of _____, 2023 (the "**Ordinance**").

RECITALS

WHEREAS, the CITY is the owner of that real property containing a constructed wetland storm water retention facility identified as Franklin County Tax Parcel 060-001274 located at 1455 Brice Road (the "**Premises**"), in Reynoldsburg, Ohio; and

WHEREAS, the City of Columbus Departments of Public Utilities and Recreation and Parks have determined that it is in the CITY's best interest to enter into this Agreement with REYNOLDSBURG for purposes of constructing certain capital improvements to the real property to create a passive park, (the "**Project**") on a portion of the Premises, ~~which activities includes, but is not limited to, allowing ; and nature and wildlife observation including bird watching, photography, and a walking and running path. ing, walking, running/jogging, only native and natural species and materials in its use and infrastructure. Minimizes any displacement of wildlife.~~

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nature and wildlife observation including bird watching, photography, a walking and running path, a nature playground and associated play areas, an outdoor classroom for small group gatherings, a shelter house and small parking area for vehicular access and bus drop off, or other low impact, recreational activities as deemed appropriate by both parties.

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

Article I. Defined Terms

Section 1.01 "Contract Documents" shall mean collectively: (a) this Agreement (including all attachments and exhibits hereto); and (b) all detailed engineering plans related to the Work included in the Guaranteed Maximum Sum (as defined below) and to be prepared by REYNOLDSBURG and approved by the CITY pursuant to this Agreement.

Section 1.02 "Cost of Work" is defined as the total consideration paid by REYNOLDSBURG for the construction of the Improvements. The Cost of Work is the sum of REYNOLDSBURG'S Cost and the Guaranteed Maximum Sum (as those terms are defined below). The Cost of Work shall include any costs incurred by

REYNOLDSBURG in the preparation of architectural, engineering design, advertising, bid document preparation service, and construction management of this project by REYNOLDSBURG's selected engineering firm.

Section 1.03 "REYNOLDSBURG's Cost" is that portion of the Cost of Work that will be paid by REYNOLDSBURG and not reimbursed by the CITY.

Section 1.04 "Guaranteed Maximum Sum" is that portion of the Cost of Work that will be reimbursed by the CITY pursuant to this Agreement, which is currently a maximum amount of Two Million Dollars (\$2,000,000).

Section 1.05 "Improvements" means those capital improvements described in the Contract Documents and specifically identified in the Scope of Work attached hereto as **Exhibit "A"**.

Section 1.06 "Work" means the construction of the Improvements.

Article II. General Provisions

Section 2.01 Agreement to Perform the Work. Subject to the qualifications set forth below, REYNOLDSBURG, agrees to perform the Work described herein and set forth on the Scope of Work attached hereto as **Exhibit "A"**. In completing all Work that is included in the Guaranteed Maximum Sum, REYNOLDSBURG shall fully cooperate with the CITY and shall follow and comply with all reasonable requests and instructions of the CITY, and shall complete the Work in accordance with the Contract Documents. **The CITY retains the right to review, comment and approve drawings and plans prior to construction. All plans and specifications shall conform to those sections of the most recent edition of the "City of Columbus, Ohio Construction and Material Specifications" manual that are applicable to said PROJECT and to all current applicable City of Columbus Standard Drawings. Reynoldsburg shall be responsible for complying with all other Federal State and Local laws, including but not limited to the Americans with Disabilities Act. Reynoldsburg shall process all payments to its contractors in accordance with the provisions of Section 109 of the CMSC. No work shall begin nor any cost incurred for any phase of work until the CITY reviews the cost of that work and gives its approval.**

In communications with Reynoldsburg, the CITY shall respond in a timely manner, and CITY approvals shall ~~not be at its sole discretion and will not be~~ unreasonably ~~conditioned, withheld, or delayed.~~

Section 2.02 Existing Plans, Drawings, Surveys and Specifications. In order to facilitate REYNOLDSBURG'S performance of the Work, the CITY shall provide REYNOLDSBURG with copies of all existing plans, drawings, surveys and specifications ("**Plans**") related to the original development and construction of the constructed wetland storm water retention facility that are in the CITY'S possession. Such plans shall be delivered to REYNOLDSBURG within fifteen (15) days after the Effective Date of this Agreement. If such Plans are not provided to REYNOLDSBURG within this time period, REYNOLDSBURG may elect, in REYNOLDSBURG'S sole and absolute discretion, to suspend providing any services or performing any Work under this Agreement, until such time as the Plans have been delivered and the Term of this Agreement (as defined herein) shall be extended for an equivalent period of time.

Commented [BWS1]: Are we allowed to share these plans?

Section 2.03 Scope of Work. REYNOLDSBURG shall perform all Work and/or pay for any capital repairs or Improvements that are not expressly set forth on **Exhibit "A"**.

However, the Scope of Work may be revised if such revisions are mutually agreed upon by REYNOLDSBURG and the CITY.

Section 2.04 Term of this Agreement. The Term of this Agreement shall be 12 months from the date of execution and, subject to those delays that are beyond REYNOLDSBURG'S reasonable control or anticipation, all Work that is described on **Exhibit "A"** shall be completed during the Term of this Agreement.

Article III. Construction of Capital Improvements

Section 3.01 Submittals and Approvals. The Department of Public Utilities and Department of Recreation and Parks must review and approve all drawings and plans prepared for the Improvements prior to construction, which approval shall be at the City's sole discretion. In all communications with REYNOLDSBURG, the CITY shall respond in a timely manner. Comments or proposed changes to any drawings, plans, specifications, cost estimates, etc. (collectively "**Submittals**" or individually a "**Submittal**") that are submitted to the CITY for approval will be provided to REYNOLDSBURG within fifteen (15) business days after the CITY'S receipt of the Submittal. In no case shall a lack of comment or proposal of changes by the City be deemed an approval of the Submittal. Written approval by the City is required for each Submittal. All plans and specifications related to Work that is included in the Guaranteed Maximum Sum shall conform to those sections of the most recent edition of the "City of Columbus, Ohio Construction and Material Specifications" (herein "**CMS**") manual that are applicable to said Improvements and to all current applicable City of Columbus Drawing Standards. REYNOLDSBURG shall be responsible for complying with all other Federal, State and Local laws, including, but not limited to, the Americans with Disabilities Act. REYNOLDSBURG shall submit all drawings and plans for the City's review to:

Peyman Majidi, P.E, Project Manager
Department of Public Utilities

Troy Euton, Assistant Director
Department of Recreation and Parks

~~Section 3.01~~Section 3.02 Contractors, Subcontractors; Bidding Procedures. For that portion of the Work that is to be included in the Guaranteed Maximum Sum, REYNOLDSBURG shall procure bids for and enter into all contracts and purchase orders necessary for construction of the Work. REYNOLDSBURG shall publicly advertise and solicit sealed bids for all contracts and purchase orders. The CITY's Director of Recreation and Parks, or Director's designee, shall review and approve all bids prior to award by REYNOLDSBURG. REYNOLDSBURG shall notify City as to the date of all bid openings. Representatives of the CITY's Department of Recreation and Parks shall be permitted to attend all bid openings. REYNOLDSBURG shall provide all bidders on construction or supply contracts with a minimum of 10 days to prepare a bid proposal. Unless expressly waived in writing by the CITY, REYNOLDSBURG shall award all contracts to the lowest, responsive and responsible bidder. If, in REYNOLDSBURG'S opinion, the bids submitted are unresponsive or unacceptable, REYNOLDSBURG, upon presentation to the City's Director of Finance and Management, or Director's designee, of reasons supporting such action, may reject all bids and rebid. REYNOLDSBURG shall provide the CITY with a copy of all bid tabulations. Notwithstanding the foregoing, under this Agreement

REYNOLDSBURG may contract with professional design engineers for the Work described on **Exhibit "A"** and a Construction Project Manager without procuring bids under this Section. Such professional design engineers and Construction Project Manager (unless REYNOLDSBURG elects to act as the Construction Project Manager) may include any design and/or engineering firms selected by REYNOLDSBURG pursuant to Chapter 174 of the Codified Ordinances of the City of Reynoldsburg. The City's Director of Recreation and Parks, or Director's designee, shall review, and approve or reject, all bids within seven (7) days of notification by REYNOLDSBURG of its intent to award each contract. The requirements of this subsection 3.02 shall not be applicable to any Work that is not included in the calculation of or reimbursed under the Guaranteed Maximum Sum.

Section 3.02Section 3.03 Preconstruction Conference; Construction Schedule. No Work that is to be included in the calculation of or reimbursed under the Guaranteed Maximum Sum (other than design or consulting work) shall begin under this Agreement until a preconstruction conference between REYNOLDSBURG and the CITY has been held. REYNOLDSBURG shall be responsible for scheduling the required preconstruction conference with the City's Department of Public Utilities Division of Sewerage and Drainage and the Department of Recreation and Parks. The schedule for the construction of the Improvements shall be mutually agreed upon by CITY and REYNOLDSBURG and shall provide for construction of the Improvements to be completed within 24 months after the Effective Date of this Agreement, subject only to those delays that are not within REYNOLDSBURG'S contemplation or control.

Section 3.03Section 3.04 Project Guaranty. REYNOLDSBURG states that it shall require that any contractor in its performance of the Work it will exercise the standard of care normally exercised by qualified construction project managers engaged in performing comparable services in central Ohio. REYNOLDSBURG shall further require any contractor to provide a warranty that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work (or for any longer period of time that may be specifically set forth in the Contract Documents). REYNOLDSBURG shall require any contractor who performs the Work to:

- (a) Correct or re-execute any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.
- (b) Replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto.

Should REYNOLDSBURG fail to make corrections required by this Section to any Work included in the calculation of the Guaranteed Maximum Sum within a reasonable time (which shall not be less than 30 days) after REYNOLDSBURG'S receipt of written notice thereof from the CITY, then the CITY may make such corrections and reduce the amount of reimbursable expenses by the amount of the reasonable and customary cost expended for such corrections.

Section 3.04Section 3.05 Acceptance of the Work. Acceptance of the Improvements by the CITY shall not relieve REYNOLDSBURG of its responsibility for defects in material or workmanship as set forth in Section 3.04 above.

~~Section 3.05~~Section 3.06 Record Plan Drawings. The REYNOLDSBURG shall be responsible at its cost for requiring and compensating the design engineer or architect for the preparation of record plan drawings, also known as “**As-Built Drawings**”, which depict the final installed configuration (whether physical or functional) and indicate any construction deviations. The cost for preparation of the record plan drawings shall be included in the Guaranteed Maximum Sum and shall be reimbursable pursuant to Section 3.09.

~~Section 3.06~~Section 3.07 Public Use. Subject to closure for emergencies, maintenance or repairs the REYNOLDSBURG and the CITY agree that all Improvements completed under this Agreement shall be maintained by the REYNOLDSBURG for public use. REYNOLDSBURG’S obligation to maintain the Improvements for public use shall survive the term of this Agreement.

~~Section 3.07~~Section 3.08 Cost of Work in Excess of Guaranteed Maximum Sum. REYNOLDSBURG agrees to assume and pay any Cost of Work in excess of the Guaranteed Maximum Sum and to indemnify the CITY against any Cost of Work in excess of the Guaranteed Maximum Sum as authorized by the Ordinance authorizing this Agreement.

~~Section 3.08~~Section 3.09 Payment Procedures. The CITY shall reimburse REYNOLDSBURG for the Cost of the Work up to a maximum amount of Two Million U.S. Dollars (\$2,000,000), as authorized by the Ordinance. Reimbursement shall be made to REYNOLDSBURG only after REYNOLDSBURG has made payment to its consultant(s), contractor(s), and/or supplier(s) for the project defined in Section 1.05. REYNOLDSBURG shall provide the CITY a request for reimbursement on its letter head defining the categories to be reimbursed with itemized invoices attached identifying the company that performed the work or the supplied materials for the Project and clearly identifying the work performed or materials supplied.

3.09.1 Invoices. For purposes of determining the amount eligible to be reimbursed by the CITY, REYNOLDSBURG shall be required to keep complete and accurate books of account showing the Cost of Work that is to be included in the calculation of the Guaranteed Maximum Sum and shall provide the following items as documentation of reimbursable, Project related expenditures, in a form that is reasonably acceptable to the Director of Recreation and Parks and the City Auditor: (a) Two (2) copies of all construction contract invoices that are applicable to the Work. Invoices are required to be itemized, so as to provide a clear definition of the work performed; and (b) Two (2) copies of the front and back of all checks made payable to the contractor(s) and supplier(s) who performed work or supplied materials for the Project (limited to those construction items described in **Exhibit “A”**). In the event that REYNOLDSBURG elects to pay contractors and suppliers in some manner other than by check (e.g., ACH transfer), CITY agrees that it will accept other reasonable evidence of payment.

3.09.2 Progress Payments. Subject to REYNOLDSBURG’S compliance with the provisions of this Section 3.09, the CITY shall make payment to REYNOLDSBURG within 30 days after receipt of REYNOLDSBURG’S request for payment of eligible costs incurred by REYNOLDSBURG for Work that has been completed by REYNOLDSBURG pursuant to the terms of this Agreement and included as part of the Guaranteed Maximum Sum. Such requests for payment shall not be submitted by REYNOLDSBURG more often than once in any calendar month. Requests for reimbursement shall to be sent to:

Troy Euton, Assistant Director
City of Columbus
Department of Recreation and Parks
1111 E. Broad Street
Columbus, Ohio 43215
Project Name: Brice Park

3.09.3 Architect's Affidavit. When REYNOLDSBURG completes a specific phase or portion of the Work that is included as part of the Guaranteed Maximum Sum and submits a request for payment in accordance with this Section 3.10, REYNOLDSBURG must also include an Affidavit from the architect (or engineer if applicable) certifying that the Work has been completed in accordance with the plans (the "**Architect's Affidavit**"). The CITY may elect, at its sole and absolute discretion and at no cost to REYNOLDSBURG, to perform an inspection of the Work to confirm that the Work for which payment is being requested has been satisfactorily performed. If items remain which must be completed or remedied by REYNOLDSBURG, as reasonably determined by the CITY and REYNOLDSBURG, REYNOLDSBURG shall perform the work within a reasonable time upon being provided with a "punch-list" that identifies all of the items that remain to be completed.

3.10 Inspections, Final Completion. Upon final completion of that portion of the Work that is to be included in the calculation of the Guaranteed Maximum Sum, REYNOLDSBURG shall request a final inspection by the CITY's Division of Sewerage and Drainage and the Department of Recreation and Parks. If there are items included in the calculation of the Guaranteed Maximum Sum that must be completed or remedied by REYNOLDSBURG, as reasonably determined by the CITY and REYNOLDSBURG, REYNOLDSBURG shall perform the work within a reasonable time upon being provided with a "punch-list" that identifies all of the items that remain to be completed. "**Final Completion**" shall be deemed to have occurred when (i) all Work included in the calculation of the Guaranteed Maximum Sum has passed final inspection except for minor punch-list items; (ii) the Work included in the calculation of the Guaranteed Maximum Sum has been approved by the Division of Sewerage and Drainage and the Department of Recreation and Parks; and (iii) a final accounting of the cost of Work that is to be included in the calculation of the Guaranteed Maximum Sum has been provided to the CITY by REYNOLDSBURG. All Work must pass final inspection and include the Architect's Affidavit with respect to the final payment and have the approval of the Director of the Department of Finance and Management before final payment will be made by the CITY. When Final Completion of the Work included in the Guaranteed Maximum Sum has been reached, the CITY will promptly issue a written notice to REYNOLDSBURG indicating on what date REYNOLDSBURG achieved Final Completion.

Article IV. Long-Term Maintenance

REYNOLDSBURG shall provide maintenance, security and janitorial services for the Park as defined in the Operating and Maintenance Agreement between the City of Columbus and the City of Reynoldsburg dated month, day, 20222023.

Article V. Miscellaneous Provisions

Section 5.01 Insurance; Bond Requirements. ~~All insurance and B~~ bond requirements described in this Section 5.02, shall remain in full force and effect until all Work that is

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included under the Guaranteed Maximum Sum has been completed. Until such time, insurance may not be materially changed or canceled unless the CITY is notified in writing not less than 30 days prior to such change or cancellation. REYNOLDSBURG shall have the right to switch insurance carriers and make other changes to its insurance coverage without notice to the CITY so long as the above types of coverage and limits are maintained. If any part of the Agreement is subcontracted, REYNOLDSBURG is responsible for the subcontracted part being adequately covered by insurance as described above. Any cancellation or lapse of insurance coverage during the term of this Agreement that is not cured by REYNOLDSBURG within 30 days after receiving notice of such cancellation or lapse, shall be considered a default by REYNOLDSBURG. In the event of such a default, the CITY, after providing REYNOLDSBURG with written notice and 10 days within which to cure such default, may force place such insurance at the cost of REYNOLDSBURG, which cost REYNOLDSBURG agrees CITY may deduct from the Guaranteed Maximum Sum.

5.01.1 Insurance. Until such time as all Work included as part of the Guaranteed Maximum Sum is completed, REYNOLDSBURG at its sole cost and expense shall carry and maintain in full force during the term of this Agreement, Commercial General Liability Insurance on a per project basis to protect REYNOLDSBURG and the CITY and its elected officials, directors, officers, representatives, agents, and employees and all other parties as reasonably requested by CITY (hereinafter, collectively the "Additional Insureds") as their respective interests may appear, from all claims arising from personal injury, bodily injury and death of persons, as well as from all claims for loss or damage to property in, on, or about the Premises which may arise from operations under this Agreement, whether such operations are performed by REYNOLDSBURG, or by a subcontractor or by anyone directly or indirectly employed by them with minimum coverage limits of at least Three Million Dollars (\$3,000,000.00) per occurrence, Six Million Dollars (\$6,000,000.00) in the aggregate. SUCH INSURANCE POLICY(S) SHALL NAME THE CITY AS AN ADDITIONAL INSURED BY AN ENDORSEMENT. REYNOLDSBURG shall maintain coverage of the types and in the amounts as specified below. The CGL insurance shall be provided on a pay on behalf of basis and placed with a carrier in good financial standing and on the current ISO occurrence form CG 00 01 10 01, providing without limitation, at least equivalent coverage for bodily injury and property damage liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract and shall apply as primary and noncontributory. Within 15 days after execution of this Agreement, REYNOLDSBURG will provide a copy of the title page of the policy or an ACCORD certificate of insurance identifying the endorsement naming the City as an additional insured, as proof of such insurance coverage. An "umbrella" type policy with limits specified above may be submitted used in combination with primary insurance to meet the limits specified above for this requirement, provided, with the CITY is named as an additional insured by an endorsement and such coverage is follow-form coverage in excess to, and at least as broad as, the primary Commercial General Liability coverage and shall "drop down" for defense and indemnity in the event of exhaustion or insolvency of the underlying insurance. The policy shall provide that the limits apply solely to the WORK and Improvements.- All policies (including primary, excess, and/or umbrella) shall state that the insurance provided to the Additional Insureds is primary to, and non-contributory with, any other insurance maintained by, or available to, the Additional Insureds. With respect to the Commercial General Liability insurance policy required under this Article, additional insured status must be provided on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01 (or their equivalent to be approved by City) as interests appear on the contract. The

coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. ~~All insurance~~ The General Liability coverage that REYNOLDSBURG furnishes in compliance with this Article shall include a waiver of subrogation in favor of the Additional Insureds. With the exception of government-controlled workers compensation coverage: REYNOLDSBURG shall place the insurance with companies that (i) are satisfactory to the City, (ii) hold an A.M. Best Rating of A, or higher, with a Financial Strength Class of X or higher, and (iii) be authorized to conduct business in Ohio. ~~City, in its sole discretion, shall have the right to reject any insurance company selected by REYNOLDSBURG.~~

5.01.2 Workers Compensation. REYNOLDSBURG shall require all contractors and subcontractors to at all times carry such Workers' Compensation insurance as to comply with the laws and regulations of the State of Ohio and shall provide REYNOLDSBURG with a Certificate evidencing coverage is currently in force. REYNOLDSBURG acknowledges that any and all injuries or claimed injuries to REYNOLDSBURG's employees shall be regarded as a Workers' Compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by REYNOLDSBURG solely as an employer/employee matter, without the involvement of City and to the extent permissible by law, shall indemnify, defend and hold City harmless from any and all such claims.

5.01.3 Business Automobile Liability. REYNOLDSBURG shall require all contractors and subcontractors to procure and maintain business automobile ("BA") coverage provided on the current ISO form CA 00 01 10 01, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident and shall apply on an "any auto" basis, including coverage without limitation, (i) owned vehicles; (ii) leased vehicles; (iii) hired vehicles; (iv) non-owned vehicles) and for all vehicles being used in connection with the Work. Coverage shall include, without limitation, loading and unloading, uninsured and underinsured motorist coverage, and medical payment protection

~~5.0201.2-4~~ REYNOLDSBURG shall carry, or require all contractors and subcontractors who do any Work that is included in calculation of the Guaranteed Maximum Sum to carry, General Liability Insurance, on a per project basis, with coverage limits of not less than \$2,000,000 per each-occurrence and a general-aggregate limit of not less than \$3,000,000, and a policy of Builder's Risk Insurance (or such policy as provides the equivalent coverage) in amounts equal to the replacement cost of the Work that is the subject of this Agreement. The CITY shall be named as an additional insured by an endorsement on each such policy of insurance. In the alternative, the CITY may purchase Builder's Risk Insurance to cover improvements to the Property and REYNOLDSBURG shall reimburse the CITY for payment of such insurance premiums.

~~5.0201.3-5~~ Professional Liability insurance, either a practice policy or on a per project basis policy, shall be carried by any architect(s) and/or engineer(s) with whom REYNOLDSBURG contracts in an amount not less than \$12,000,000 per claim and \$5,000,000 aggregate for all claims for negligent performance of any portion of the Work that is included in the calculation of the Guaranteed Maximum Sum. Coverage shall be maintained in force for a period ending two years after substantial completion of construction. The policy shall specifically name the project and be maintained for the benefit of the CITY and REYNOLDSBURG.

This insurance shall, at a minimum, have a date which is the same as or predates the commencement of any of REYNOLDSBURG's work on the Improvements. This insurance must be maintained for at least 10 years after substantial completion and acceptance of the Improvements by City, or to the applicable Statute of Repose, whichever is longer. Upon submission of the associated certificate of insurance and at each policy renewal, the REYNOLDSBURG shall advise the City in writing of any actual or alleged claims that may erode the professional liability policy's limits.

5.0201.4-5 REYNOLDSBURG shall require any architect(s) and/or engineer(s) with whom it contracts to carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the contract, in the event of their loss or destruction, until such time as the contract is complete.

5.01.6 **Pollution Liability**, REYNOLDSBURG's selected ~~its architects, engineers, general contractors and subcontractors~~ shall maintain pollution liability policy coverage, with an effective date that is on or before any Work is performed, that shall include, without limitation, coverage for: (a) liability for bodily injury, property damage, remediation, and clean-up costs arising from pollution events or conditions on, at, under, or migrating from the Work or Improvements on the site and from transportation and disposal of pollutants and/or anything contaminated by pollution; (b) defense costs arising from claims due to pollution conditions or events; (c) fines or penalties assessed by a government entity and costs of responding to a government entity investigation; and (d) emergency response costs coverage and must also include coverage for property damage and bodily injury at limits of at least: \$2,000,000 per claim/occurrence and not be subject to more than a \$25,000 deductible. Coverage must remain in force for both on-site and off-site exposures and remain in place for a period of not less than ten (10) years after substantial completion and acceptance of the Work by City, or to the applicable Statute of Repose.

Commented [CS2]: Contractor should have pollution insurance covering the City

5.01.7 To the fullest extent permitted by applicable law, ~~all the General Liability~~ insurance policies that REYNOLDSBURG maintains, and the insurance, architects, engineers, contractors and subcontractors furnish in compliance with this Agreement shall include a waiver of subrogation in favor of the Additional Insureds by endorsement or by policy language.

5.02-5 **Bond**. REYNOLDSBURG agrees to require any subcontractor who performs Work that is included in the calculation of the Guaranteed Maximum Sum to execute a contract performance and payment bond naming REYNOLDSBURG and the CITY as obligees in the form provided by Section 153.57 of the Ohio Revised Code and such bond shall cover all Improvements set forth in this Agreement, including the ~~one-year~~ guaranty period set forth above.

Section 5.02 **Traffic Control Requirements**. REYNOLDSBURG shall schedule and provide all of the signs, traffic control devices, flaggers and police officers required to properly and safely control pedestrian and vehicular traffic as necessary during performance of the Work. REYNOLDSBURG shall make a good faith effort to minimize all of the costs associated with traffic control and any adverse impact on pedestrian or vehicular traffic during traditional business rush hours. All costs associated with traffic control shall be paid by REYNOLDSBURG and all such costs

incurred shall be reimbursable by the CITY as a Cost of Work pursuant to the terms of this Agreement.

Section 5.03 Prevailing Wage. REYNOLDSBURG agrees that the contracts and any subcontracts for construction of the Improvements that are included as part of the Guaranteed Maximum Sum will comply with the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. However, any work completed by REYNOLDSBURG'S own employees, including the management and the maintenance aspects of the Work, is specifically excluded from this prevailing wage requirement.

Section 5.04 Wage Theft. REYNOLDSBURG agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Chapter 377, Wage Theft.

Section 5.05 Legal Jurisdiction. All claims, counterclaims, disputes and other matters in question between the CITY, its agents and employees, and REYNOLDSBURG, its contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Section 5.06 Equal Opportunity Provisions.

5.07.1 REYNOLDSBURG, contractor, subcontractors and agents will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. REYNOLDSBURG, contractor, subcontractors and agents will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. REYNOLDSBURG, contractor, subcontractors and agents agree to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

5.07.2 REYNOLDSBURG will state, in all solicitations or advertisements for employees that will perform Work under this Agreement, that REYNOLDSBURG, contractor or subcontractor is an equal opportunity employer.

5.07.3 It is the policy of the CITY that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by REYNOLDSBURG. REYNOLDSBURG shall permit access to any relevant and pertinent reports and documents by the Director of the Office of Diversity Inclusion for the sole purpose of verifying compliance with this paragraph, and with Title 39 of the Columbus City Codes. All such materials provided to the ODI director by REYNOLDSBURG shall be considered confidential. REYNOLDSBURG will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.

5.07.4 REYNOLDSBURG and each contractor or subcontractor (if any) will include a summary of this equal opportunity clause in every subcontract. REYNOLDSBURG will take such action with respect to any contractor or subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

5.07.5 The provisions of this Section 5.07 shall only be applicable to Work that is to be included in the calculation of and the reimbursement under the Guaranteed Maximum Sum.

Section 5.07 Additional Documents. The following exhibits are hereby incorporated into and made part of this Agreement:

Exhibit "A" - Scope of Work and Cost Estimate

Exhibit "B" – Insurance Forms: Public Liability, Property Damage Insurance

Exhibit "C"– Ohio Worker's Compensation Certificate of Insurance

Section 5.08 Default; Termination. In the event of a material default under the terms of this Agreement, the non-defaulting party shall provide the defaulting party with written notice identifying the default and the defaulting party shall then have 30 days within which to cure such default. If the defaulting party fails to cure the default within the cure period or (if the default cannot reasonably be cured within the cure period) fails to proceed diligently to cure such default, then the non- defaulting party may terminate this Agreement with termination being effective upon the defaulting party's receipt of written notice of termination (the "**Date of Termination**"). In the event of termination by either party, REYNOLDSBURG shall be paid for all Work performed through the Date of Termination and REYNOLDSBURG shall pay to CITY any amounts owed to CITY that accrued pursuant to this Agreement. All further rights and obligations of the parties under this Agreement shall terminate as of the Date of Termination.

Section 5.09 Entire Agreement. This Agreement, including all recitals and exhibits, which are incorporated herein by this reference, shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the subject of this Agreement.

[Signature page follows.]

Signature Page

**Capital Improvements Project – Guaranteed Maximum Cost Reimbursement Agreement
for
Brice Park**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their duly authorized officers on the dates appearing below.

THE CITY OF REYNOLDSBURG

By: _____

Title: _____

Date: _____

THE CITY OF COLUMBUS

By: _____

Director of Recreation and Parks

Pursuant to City Council Ordinance **xxxx- 2023**

Date: _____

Formatted: Highlight

APPROVED:

By: _____

Director, Department of Public Utilities

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Wendi Bootes (12-15-2021)
For: Real Estate Management Office

Exhibit "A"

SCOPE OF WORK AND COST ESTIMATE

Exhibit "B"
INSURANCE FORMS: PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE

Exhibit "C"

OHIO WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

OPERATING AND MAINTENANCE AGREEMENT

This Operating and Maintenance Agreement ("Agreement") is made and entered into by and between the **CITY OF COLUMBUS, OHIO**, a municipal corporation ("City"), and the **CITY OF REYNOLDSBURG**, a municipal corporation ("Reynoldsburg"), collectively referred to herein as the "Parties," this _____ day of _____, 2023.

WITNESSETH:

WHEREAS, the City of Columbus owns that certain real property located at 1455 Brice Road, Reynoldsburg, Ohio, and further identified as Franklin County Tax Parcel I.D. # 060-001274-00 ("Property"); and

WHEREAS, the Property is the site of a City of Columbus, Department of Public Utilities, constructed wetlands and storm water retention facility required for the management of storm water to benefit the community; commonly known as the Idlewild Storm Retention Facility ("Idlewild Facility"); and

WHEREAS, the primary purpose of the Property shall remain the provision of storm water management operations to benefit the community; and,

WHEREAS, the Parties have agreed that a portion of the Property surrounding the wetlands and storm water retention facility, defined more fully on Exhibit A, attached hereto and made a part hereof, be allocated to provide a public park for passive recreational activities for the benefit of the community; and

WHEREAS, for the purposes of this Agreement, passive recreational activities are defined as.; allowing nature and wildlife observation including bird watching, photography, a walking and running path, a nature playground and associated play areas, an outdoor classroom for small group gatherings, a shelter house and small parking area for vehicular access and bus drop off, or other low impact, recreational activities as deemed appropriate by both parties. ; And

WHEREAS, the Parties have entered into a separate Guaranteed Maximum Cost Reimbursement Agreement dated xxxxxx xx, 2023 for the design and construction of certain capital improvements on the Property ("Improvements"), as shown on Ex. A which is attached hereto and incorporated herein, wherein the City of Columbus funded up to Two Million Dollar (\$2,000,000) for the City of Reynoldsburg to design and construct a public park for passive recreational purposes to be known as Brice Road Park ("Park"); and

WHEREAS, upon completion of the construction of the capital improvements to create the passive recreational amenities for the Park, the City of Reynoldsburg agrees that it will provide, at its sole expense, ongoing services to the Park including, but not limited to, grounds and

infrastructure management, maintenance, trash removal, repairs and replacements, security patrols and other services associated with the operation of the public park; and,

WHEREAS, the Parties desire to set forth herein their mutual rights and obligations in regard to the use, management, and operation of the Park including responsibilities for maintenance, repair, replacement, and security; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties do agree as follows:

ARTICLE 1. PROPERTY

Property. Subject to the terms and conditions set forth in this Agreement, City of Columbus does hereby grant to City of Reynoldsburg a non-exclusive right to operate and maintain a public park, with such improvements as depicted on Exhibit A, on the Property. The use shall be restricted to passive recreational activities defined as, allowing nature and wildlife observation including bird watching, photography, a walking and running path, a nature playground and associated play areas, an outdoor classroom for small group gatherings, a shelter house and small parking area for vehicular access and bus drop off, or other low impact, recreational activities as deemed appropriate by both parties.

Commented [CS1]: Exhibit A dependent on EMH&T design and pre-engineering?

ARTICLE 2. TERM

Unless otherwise terminated as herein provided, the term of this Agreement shall be for Ten (10) years commencing on _____, __, 2023 ("Commencement Date"). The term shall automatically renew for another ten (10) year term upon written notice from the City. Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

ARTICLE 3. RENT

The grant of use of the Property is provided at zero rent as an "in kind" contribution in support of Reynoldsburg's provision of ongoing daily services including but not limited to grounds and infrastructure management, maintenance, repairs and replacements and security associated with the operation of the public park for the benefit of the public.

Commented [CS2]: RPD and Park Ranger Service?

Commented [BWS3R2]: OK

ARTICLE 4. RIGHT TO REDUCE AREA

The City reserves the right to reduce the size of the Property to make modifications to its storm water retention facility with provision of one hundred twenty (120) days written notice to Reynoldsburg.

ARTICLE 5. USE AND CONTROL

5.1 Reynoldsburg acknowledges and agrees that the City's constructed wetlands, storm basins, and associated infrastructure are environmentally sensitive and protected areas serving critical storm water management functions for the benefit of the public. Reynoldsburg

acknowledges and agrees that this is the main purpose of the Property and passive park use is secondary.

5.2 Reynoldsburg shall not allow the Property to be used for any purpose other than as a public park to provide passive recreational activities to the public defined as allowing nature and wildlife observation including bird watching, photography, a walking and running path, a nature playground and associated play areas, an outdoor classroom for small group gatherings, a shelter house and small parking area for vehicular access and bus drop off, or other low impact, recreational activities as deemed appropriate by both parties.

Reynoldsburg further agrees that in the use and occupation of the Property and in the prosecution or conduct of its business therein, it will comply with all requirements of all laws, ordinances, orders, regulations, guidelines and accreditations of the federal, state, county and municipal or quasi-governmental authorities now in force, or which hereinafter may be in force and that are applicable to its manner of use and operation of the Property.

5.3 The Property shall not be used for sectarian instruction, religious worship, or political purposes.

5.4 Reynoldsburg may not add or remove any trees, vegetation, grasses or other landscape materials on the Property or Common Areas without the prior written approval of the City's Division of Sewerage and Drainage and its Department of Recreation and Parks.

ARTICLE 6. COMMON AREAS

The term "Common Areas" shall be deemed to mean such service drives and maintenance paths, including the paths around the perimeter of the north and south wetlands and storm basins, as shown on Exhibit A.

The use by Reynoldsburg of the Property shall include the use, in common with others entitled thereto, of the Common Areas as may be designated from time to time by City, and shall be subject to rules and regulations for the use thereof as prescribed from time to time by City.

City shall have the right to close any or all portions of the Common Areas at such times and under such circumstances as City deems necessary and appropriate.

ARTICLE 8. NONDISCRIMINATION

Reynoldsburg will operate the Property in compliance with all requirements imposed by or pursuant to regulations of Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 252) and Executive Order 11246. Reynoldsburg will not deny, on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status to any person the use, benefits or services provided by the Property.

ARTICLE 9. MAINTENANCE AND OPERATION

9.1 Reynoldsburg will, at all times, keep the Property in safe condition and will comply with all laws, ordinances, codes, and regulations applicable thereto in the occupancy, maintenance and operation thereof. Reynoldsburg shall not permit, commit or suffer waste or

impairment of the Property or any part thereof. Reynoldsburg shall keep the Property and its Improvements therein in good order and condition and shall make all repairs thereto at its sole cost and expense. Reynoldsburg shall not be required to maintain the City's wetlands or storm water basins.

9.2 Reynoldsburg, at Reynoldsburg's sole cost, shall provide security patrols and other services associated with the operation of the Park.

9.3 Reynoldsburg shall not permit consumption of any alcoholic beverages on the Park.

9.4 Reynoldsburg shall work cooperatively with City's Division of Sewerage and Drainage and Department of Recreation and agrees to follow all directives from the same regarding the operation and maintenance of the Park.

9.5 Reynoldsburg will keep the Property free from any hazard, hindrance, or obstruction.

9.6 Reynoldsburg shall be responsible for the provision of trash receptacles about the Property and shall provide for removal of trash at a minimum of once per week. Reynoldsburg shall keep the Park free of trash and debris.

9.7 Reynoldsburg shall use its best efforts to keep the public from accessing City's constructed wetlands, storm basins, and associated infrastructure.

9.8 Reynoldsburg shall not obstruct City's access to its constructed wetlands and storm water retention improvements.

9.9 Reynoldsburg shall not place any signs on the Property without the City's prior written approval and shall place any approved signs per the direction of the City.

ARTICLE 10. ENVIRONMENTAL COMPLIANCE

10.1 Reynoldsburg shall not handle, store, manufacture, or discharge any hazardous materials in or about the Property. For purposes of this Agreement "Hazardous Materials" shall include, but shall not be limited to, any hazardous materials, hazardous substances, toxic substances or solid wastes, including, but not limited to asbestos, petroleum derivatives, polychlorinated biphenyls, flammable explosives, radioactive materials or other substances or materials defined as hazardous materials under any federal, state or local law. Reynoldsburg covenants that neither Reynoldsburg nor its agents or employees acting within their scope of employment or agency will use, treat, store, possess or release any Hazardous Materials, in violation of any present or future federal, state or local laws, ordinances, rules, and regulations.

10.2 If at any time during the term of this Agreement it is determined that there are any Hazardous Materials located in, on, under, around or above the Property introduced to the Property by Reynoldsburg or any of its agents or employees that are required to be abated, removed or otherwise remediated by any federal, state or local environmental law, statute, ordinance or regulation, court or administrative order or decree or private agreement ("Environmental Requirements") requiring special handling of Hazardous Materials in their use, handling, collection, storage, treatment or disposal, Reynoldsburg, as appropriate, shall commence remediation with diligence within thirty (30) days after receipt of notice or the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Reynoldsburg's sole expense, to comply with all such Environmental

Requirements. Failure of Reynoldsburg to comply with all Environmental Requirements shall constitute a default under this Agreement. Reynoldsburg's obligations under this Article 8 shall survive the expiration or termination of this Agreement. Reynoldsburg shall be fully and completely liable to City for any and all clean-up costs and any and all other charges, fees or penalties with respect to Reynoldsburg's violation of the provisions of this Article. If Reynoldsburg defaults under this Article, in addition to and notwithstanding anything to the contrary previously set forth herein, City may, at its option, terminate this Agreement immediately and recover any and all damages associated with the default, including, but not limited to, clean-up costs and charges, civil and criminal penalties and fees, loss of business and attorney's fees and costs.

ARTICLE 11. LIENS AND ENCUMBRANCES PROHIBITED

Reynoldsburg shall not cause or permit any lien or encumbrance of any kind whatsoever, to attach to or be placed upon the Property. City shall have the right at all times to post and keep posted on the Property any notice which it deems necessary for protection from such liens including without limitation the requirements under Sections 1311 et seq. of the Ohio Revised Code. Reynoldsburg further covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Property with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Reynoldsburg or the Property. In case of any such lien or encumbrance attaching or notice of any lien or encumbrance, Reynoldsburg covenants and agrees to cause it to be immediately released and removed of record or post a bond in form and substance satisfactory to City. Notwithstanding anything herein to the contrary, in the event that such lien is not bonded off, released and removed on or before the date occurring thirty (30) days after notice of such lien is delivered by City to Reynoldsburg, City, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, incurred by City in connection with such lien shall be deemed immediately be due and payable by Reynoldsburg.

ARTICLE 12. INSURANCE

12.1 During the term of this Agreement, Reynoldsburg, at Reynoldsburg's sole cost and expense, shall carry and maintain commercial general liability insurance insuring against liability for personal injury, bodily injury to or death of persons and loss or damage to property occurring in, on and about the Property, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the aggregate. Reynoldsburg shall name City as an additional insured by endorsement to such insurance policy.

12.2 In addition, Reynoldsburg shall, at Reynoldsburg's sole cost and expense, carry and maintain, during the life of this Agreement, casualty insurance covering the Property and appurtenances thereto against loss or damage by fire, vandalism, malicious mischief, or other insurable casualty, in an amount not less than the full replacement cost of the structure(s) and improvement(s) thereon sufficient to satisfy the requirements of any coinsurance clause.

12.3 The minimum limits of policies of insurance required of Reynoldsburg under this Agreement shall in no event limit the liability of Reynoldsburg under this Agreement. Such insurance shall (i) name the City of Columbus as an additional insured by an endorsement so

Commented [CS4]: Check with Sandra on insurance coverage

long as this Agreement, any renewal, or holdover, is in effect; (ii) specifically cover the liability assumed by Reynoldsburg under this Agreement; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to City and licensed to do business in the State of Ohio; and (iv) provide that such insurance shall not be canceled or coverage changed unless 30 days prior written notice of such cancellation or change is given to City. Reynoldsburg shall deliver such policy or policies or certificates thereof to City on or before the Agreement Commencement Date and at least thirty (30) days before the expiration dates thereof.

ARTICLE 13. RELEASE AND WAIVER OF SUBROGATION

City shall not be liable for any damage or loss to fixtures, equipment, merchandise or other personal property of Reynoldsburg located anywhere in or on the Property caused by fire, water, explosion, sewer backup or any other insurable hazards, regardless of the cause thereof, and Reynoldsburg does hereby expressly release City of and from any and all liability for such damages or loss. To the extent that any of the risks or perils described in this Article is covered by insurance, Reynoldsburg shall cause its insurance carriers to waive all rights of subrogation against the City.

ARTICLE 16. NOTICES

All notices and other communications required or desired to be given to either Party under this Agreement shall be in writing to the parties as addressed below and shall be deemed given when delivered personally, or three business days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have specified in a written notice to the other party), or one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address.

If to Reynoldsburg:

City of Reynoldsburg
Director
Parks and Recreation Department
7232 East Main Street
Reynoldsburg, Ohio 43068

If to City:

City of Columbus:
Director
Recreation & Parks Department
1111 East Broad Street, Suite 200
Columbus, Ohio 43205

with a copy to:

Chief Real Estate Attorney
Real Estate Division
Department of Law
109 North Front Street

Columbus, Ohio 43215

ARTICLE 17. ASSIGNMENT AND SUBLETTING

Reynoldsburg shall not assign, or otherwise transfer, this Agreement or any interest hereunder; or (ii) permit any private use of the Property.

ARTICLE 18. SURRENDER OF PROPERTY

Upon the termination of the Agreement Term, or upon any termination of Reynoldsburg's right to operate the Property, Reynoldsburg will at once surrender possession of the Property to City in good condition and repair, ordinary wear and tear excepted. All constructed improvements of Park shall remain the property of the City. Upon such expiration or termination, Reynoldsburg shall, without expense to City, remove or cause to be removed from the Property all debris and rubbish, and such items of equipment and other articles of personal property owned by the Reynoldsburg.

ARTICLE 21. NO WAIVER

The failure of City to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future performance, observance or exercise of such covenant, agreement, condition or option. No waiver of any default hereunder shall be implied from any omission by City to take any action on account of such default or to declare a forfeiture if such default persists or is repeated, and no condition or covenant shall be deemed waived by City unless such waiver be in writing signed by City. One or more waivers of any breach of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE 22. LAW APPLICABLE

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio and resolved in Franklin County, Ohio.

ARTICLE 23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such

City of Reynoldsburg, by its duly authorized Mayor, Joe Begeny, as authorized by Ordinance _____, passed on the _____ day of _____, 2022, has hereunto caused this instrument to be subscribed this ____ day of _____, 2022

CITY OF REYNOLDSBURG
a municipal corporation, Operator

Joe Begeny, Mayor of Reynoldsburg

The City of Columbus, Ohio, by the Director, Department of Recreation & Parks, and Director of Public Utilities, as authorized by Columbus City Council Ordinance No. xxxx-2022, passed this _____ day of _____ 2022, has hereunto caused this instrument to be subscribed this _____ day of _____ 2022.

CITY OF COLUMBUS, OHIO
a municipal corporation, Lessee

Bernita Reese, Director
Department of Recreation and Parks

Ann Aubry, Interim Director
Department of Public Utilities

This instrument approved as to form:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson
Real Estate Attorney
Real Estate Division
For: Department of Recreation & Parks
Re: Brice Rd Park – Tina Mohn



**STAFF REPORT
REYNOLDSBURG CITY COUNCIL**

DATE: July 10, 2023

RE: An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department

APPROVALS:

Joe Begeny
Chris Shook
Stephen Cicak
Mollie Prasher

EMERGENCY:

REASON FOR EMERGENCY:

STAFF REPORT:

The Reynoldsburg Division of Police is requesting to appropriate a total of \$199,406.22 from the unappropriated ARPA – Reynoldsburg Police Employee Retention Fund(207) to the following accounts:

207.000.5102 (Wages Staff): \$9,334.42
207.000.5111 (Wages Chief): \$4,565.81
207.000.5113 Wages Enforcement): \$185,505.99

This is part of the American Rescue Plan Act (ARPA 2022-AR-LEP963) grant.

An Ordinance Authorizing the Auditor to Appropriate Funds to Various Accounts for the Police Department

WHEREAS, the Reynoldsburg Police Department submitted and received a grant from the American Rescue Plan Act for funds to establish a Reynoldsburg Police Employee Retention program; and

WHEREAS, an amount of \$199,406.22 needs to be appropriated from the City's ARPA

account.

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

SECTION 1. That the Auditor is hereby authorized to appropriate an amount of \$199,406.22 from the unappropriated ARPA – Reynoldsburg Police Employee Retention Fund (207) to the following accounts:

\$ 9,334.42	207.000.5102 Wages Staff
\$ 4,565.81	207.000.5111 Wages Chief
\$185,505.99	207.000.5113 Wages Enforcement

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

Employee Name	Annual Salary	3% Bonus
Supervisors:		
Chief Curtis Baker	\$152,193.60	\$4,565.81
DC Rhonda Grizzell	\$141,731.20	\$4,251.94
Lt. Mike Binder	\$135,408.00	\$4,062.24
Sgt. Ron Wright	\$123,115.20	\$3,693.46
Sgt. Joe Vincent	\$123,115.20	\$3,693.46
Sgt. Rob Evener	\$123,115.20	\$3,693.46
Sgt. Tim Doersam	\$123,115.20	\$3,693.46
Sgt. Jeremy Severance	\$123,115.20	\$3,693.46
Total		\$31,347.26

Officers:		
Scott Manny	\$104,540.80	\$3,136.22
Don Travis	\$104,540.80	\$3,136.22
Michele Fulton	\$104,540.80	\$3,136.22
Ryan Kiser	\$104,540.80	\$3,136.22
Damon Faraone	\$104,540.80	\$3,136.22
Mike Loyszczuk	\$104,540.80	\$3,136.22
Kevin McCrady	\$104,540.80	\$3,136.22
Dan Downing	\$104,540.80	\$3,136.22
Rob Campbell	\$104,540.80	\$3,136.22
Kyle Williams	\$104,540.80	\$3,136.22
Sean McGrew	\$104,540.80	\$3,136.22
Brad Cline	\$104,540.80	\$3,136.22
Justin Ward	\$104,540.80	\$3,136.22
Joe Danzey	\$104,540.80	\$3,136.22
Nick Lewis	\$104,540.80	\$3,136.22
Alissa Birkhimer	\$104,540.80	\$3,136.22
Lisa Connors	\$104,540.80	\$3,136.22
Kevin Shively	\$104,540.80	\$3,136.22
Matthew Morselli	\$104,540.80	\$3,136.22
Dan Fisher	\$104,540.80	\$3,136.22
Mitchell Schambs	\$104,540.80	\$3,136.22
Scott Pancoast	\$104,540.80	\$3,136.22
Ashley Ronan	\$104,540.80	\$3,136.22
Nick Cooley	\$104,540.80	\$3,136.22
Keith Loughry	\$104,540.80	\$3,136.22
James Dunn	\$104,540.80	\$3,136.22
Daryl Erden	\$104,540.80	\$3,136.22
Brian Stith	\$104,540.80	\$3,136.22
Greg Thomas	\$104,540.80	\$3,136.22
Mike "Blake" Duncan	\$104,540.80	\$3,136.22
Rob King	\$104,540.80	\$3,136.22
Mikayla Relli	\$104,540.80	\$3,136.22

Taylor Herr	\$93,184.00	\$2,795.52
Juwaun Patterson	\$93,184.00	\$2,795.52
Sean Baltimore	\$93,184.00	\$2,795.52
Nick Rubenstahl	\$104,541.00	\$3,136.22
Justin Cox	\$72,841.60	\$2,185.25
Meg Ryan	\$72,841.60	\$2,185.25
Marcellus Embry	\$72,841.60	\$2,185.25
Jalal Chaib	\$93,184.00	\$2,795.52
Total		\$121,233.21

Dispatchers:		
Katie Valentine	\$65,998.40	\$1,979.95
Mandi Griffin	\$65,998.40	\$1,979.95
Maria Mauger	\$65,998.40	\$1,979.95
Kacey Newton	\$59,488.00	\$1,784.64
Total		\$7,724.50

Employee Name	Number of Months Prior Rank	Annual Salary-Prior Rank	Monthly Pay Earned (C/12)	Total (Dx8)	Annual Salary Upon Promotion	Monthly Pay Earned (F/12)	Number of Months New Rank	Total (GxH)	Total Salary (E+I)	Bonus
Lt. Kevin McDonnell (9/27/22)	4	\$123,115.20	\$10,259.60	\$41,038.40	\$135,408.00	\$11,284.00	8	\$90,272.00	\$131,310.40	\$3,939.31
Lt. Tamara Jackson (1/7/23)	7	\$123,115.20	\$10,259.60	\$71,817.20	\$135,408.00	\$11,284.00	5	\$56,420.00	\$128,237.20	\$3,947.12
Sgt. Gerald Ward (9/6/22)	3	\$104,540.80	\$8,711.73	\$26,135.20	\$123,115.20	\$10,259.60	9	\$92,336.40	\$118,471.60	\$3,554.15
Sgt. Nathan Grodhaus (1/7/23)	7	\$104,540.80	\$8,711.73	\$60,982.13	\$123,115.20	\$10,259.60	5	\$51,298.00	\$112,280.13	\$3,368.40
Sgt. Jeff Gammell (1/10/23)	7	\$104,540.80	\$8,711.73	\$60,982.13	\$123,115.20	\$10,259.60	5	\$51,298.00	\$112,280.13	\$3,368.40
Sgt. Scott Marshall (1/10/23)	7	\$104,540.80	\$8,711.73	\$60,982.13	\$123,115.20	\$10,259.60	5	\$51,298.00	\$112,280.13	\$3,368.40
									Total	\$21,445.79

Employee Name & Hire Date	Annual Salary	Monthly Salary (C/12)	Number of Months Employed	Total Salary Earned (Cx E)	Bonus
Robert "Isaac" Lee (6/21/22)	\$66,352.00	\$5,529.33	11	\$60,822.67	\$1,824.68
Tyler Martin (9/6/22)	\$83,657.60	\$6,971.47	9	\$62,743.20	\$1,882.30
Jessica Ighnat (9/6/22)	\$83,657.60	\$6,971.47	9	\$62,743.20	\$1,882.30
Carlton Davis (9/6/22)	\$83,657.60	\$6,971.47	9	\$62,743.20	\$1,882.30
Emily Coakley (9/6/22)	\$83,657.60	\$6,971.47	9	\$62,743.20	\$1,882.30
Ben Boutot (9/6/22)	\$83,657.60	\$6,971.47	9	\$62,743.20	\$1,882.30
Adam Bour (9/6/22)	\$72,841.60	\$6,070.13	9	\$54,631.20	\$1,638.94
*Meggin Ryan (12/5/22 to 4/28/23)	\$83,657.60	\$6,971.47	5	\$34,857.33	\$1,045.72
Mark Nichols (12/5/22)	\$66,352.00	\$5,529.33	6	\$33,176.00	\$995.28
Dominic Palombaro (12/5/22)	\$66,352.00	\$5,529.33	6	\$33,176.00	\$995.28
Marcus Dickerson (11/21/22)	\$53,664.00	\$4,472.00	6	\$26,832.00	\$804.96
Maya Robertson (12/11/22)	\$53,664.00	\$4,472.00	6	\$26,832.00	\$804.96
*Meggin Ryan (4/29/23-5/31/23)	\$53,664.00	\$4,472.00	1	\$4,472.00	\$134.16
			Total		\$17,655.46

*Meggin Ryan Total Bonus (Sworn + Dispatcher) **\$1,179.88**

